



**COLLECTIVE  
BARGAINING  
AGREEMENT**



MARCH 15, 2020



**NFLPA**

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## **PREAMBLE**

This Agreement, which is the product of bona fide, arm's length collective bargaining, is made and entered into as of the 15th day of March, 2020 in accordance with the provisions of the National Labor Relations Act, as amended, by and between the National Football League Management Council ("Management Council" or "NFLMC"), which is recognized as the sole and exclusive bargaining representative of present and future employer member Clubs of the National Football League ("NFL" or "League"), and the National Football League Players Association ("NFLPA"), which is recognized as the sole and exclusive bargaining representative of present and future employee players in the NFL in a bargaining unit described as follows:

1. All professional football players employed by a member club of the National Football League;
2. All professional football players who have been previously employed by a member club of the National Football League who are seeking employment with an NFL Club;
3. All rookie players once they are selected in the current year's NFL College Draft; and
4. All undrafted rookie players once they commence negotiation with an NFL Club concerning employment as a player.

## **ARTICLE 1 DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings unless expressly stated otherwise:

“Accrued Season” means any playing season for which a player received credit with respect to his qualifications for Unrestricted Free Agency or Restricted Free Agency.

“Agreement” means this Collective Bargaining Agreement.

“All Revenues” or “AR” means all of the League and Team revenues that are included within the definition of All Revenues, as set forth in Article 12.

“Benefits” or “Player Benefit Costs” means the aggregate for a League Year of all sums paid (or to be paid on a proper accrual basis for a League Year) by the NFL and all NFL Teams for, to, or on behalf of present or former NFL players as specified in Article 12.

“Club” or “Team” or “Member,” used interchangeably herein, means any entity that is a member of the NFL or operates a franchise in the NFL at any time during the term of this Agreement.

“Club Affiliate” or “Team Affiliate” means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a Club or any owner of a Club.

“Commissioner” means the Commissioner of the NFL.

“Compensatory Draft Selection” means an additional Draft choice awarded to a Club in any Draft as described in Article 9 and Article 10.

“Discount rate” means a discount rate calculated using interest on an annual compounded basis using the one-year Treasury yields at constant maturities rate as published in The Wall Street Journal on February 1 (or the next date published) of the League Year in which the amount to be discounted accrues, is awarded, or occurs, as the case may be. If this rate is not published in The Wall Street Journal for any reason, then the website of the Federal Reserve (<http://www.federalreserve.gov>) shall be used to obtain the interest rate.

“Draft” or “College Draft” means the NFL’s annual draft of Rookie football players as described in Article 6. “Supplemental Draft” means the supplemental draft in a given League Year, if held by the League.

“Draft Choice Compensation” means the right of any Club, as described in Article 9 and Article 10, to receive draft pick(s) from any other Club.

“Drafted Rookie” means a person who is selected in the current League Year’s Draft or whose Draft rights are held, or continue to be held, consistent with this Agreement, by an NFL Club that selected the Rookie in a prior Draft.

“Exclusive Rights Player” means a player with fewer than three Accrued Seasons whose contract has expired but who has received the Required Tender described in Article 8.

“Final League Year” means the League Year which is scheduled prior to its commencement to be the final League Year of this Agreement. As of the date hereof, the Final League Year is the 2030 League Year.

“Free Agent” means a player who is not under contract and is free to negotiate and sign a Player Contract with any NFL Club, without Draft Choice Compensation or any Right of First Refusal.

“Guaranteed League-Wide Cash Spending” means the amount of cash spending guaranteed as a percentage of the Salary Cap as set forth in Article 12.

“Interest” means interest calculated at an annual compounded basis using the one-year Treasury yields at constant maturities rate as published in The Wall Street Journal on February 1 (or the next date published) of the League Year in which the amount to receive interest accrues, is awarded, or occurs as the case may be. If this rate is not published in The Wall Street Journal for any reason, then the website of the Federal Reserve (<http://www.federalreserve.gov>) shall be used to obtain the interest rate.

“League-Wide Cash Spending” means the aggregate amount of cash spent or committed to be spent by NFL Clubs on players in a League Year, calculated as set forth in Article 12.

“League Year” means the period from March [ ] of one year through and including March [ ] of the following year, or such other one year period to which the NFL and the NFLPA may agree.

“Minimum Salary” means the minimum annual Paragraph 5 Salary that can be contracted to be paid to an NFL player not on any Active list, and not on the Inactive list, pursuant to this Agreement.

“Minimum Active/Inactive List Salary” means the minimum annual Paragraph 5 Salary that can be contracted to be paid to an NFL player on any Active list, or on the Inactive list, pursuant to this Agreement.

“Negotiate” means, with respect to a player or his representatives on the one hand, and an NFL Club or its representatives on the other hand, to engage in any written or oral communication relating to efforts to reach agreement on employment and/or terms of employment between such player and such Club.

“New Club” means any Club except the Prior Club (as defined below).

“NFL” means the National Football League, including the NFL Management Council.

“NFL Affiliate” means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to the NFL or all of its Member Clubs

“NFL Player Contract” or “Player Contract” means a written agreement using the form attached as Appendix A with any addendum as permissible under Article 4 between a person and an NFL Club pursuant to which such person is employed by such Club as a professional football player.

“NFL Rules” means the Constitution and Bylaws, rules and regulations of the NFL and/or the Management Council.

“Paragraph 5 Salary” means the compensation set forth in Paragraph 5 of the NFL Player Contract, or in any amendments thereto.

“Player Affiliate” means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a player.

“Player Cost Amount” means the amount calculated pursuant to the rules set forth in Article 12.

“Practice Squad” means the Practice Squad as described in Article 33.

“Practice Squad player” means a player on the Practice Squad.

“Practice Squad Player Contract” or “Practice Squad Contract” means a written agreement between a person and an NFL Club pursuant to which such person is employed by such Club as a Practice Squad player. For purposes of this Agreement, all references to Paragraph 4, 5, 9 or 10 of the NFL Player Contract shall be deemed, where applicable to a Practice Squad Player Contract, to be references to Paragraph 3, 4, 7 or 8, respectively, of the Practice Squad Player Contract.

“Preexisting Contract” means an NFL Player Contract (including any renegotiation or extension) executed before the effective date of this Agreement.

“Prior Agreement” or “2011 CBA” means the Collective Bargaining Agreement in effect during the 2011–2019 League Years.

“Prior Club” means the Club that contracted with or otherwise held the NFL playing rights for the player for the previous League Year.

“Projected AR” means the amount of AR projected in accordance with the rules set forth in Article 12.

“Projected Benefits” means the amount of Benefits projected in accordance with the rules set forth in Article 12.

“Qualifying Offer” means the Required Tender for a Restricted Free Agent, as set forth in Article 9.

“Renegotiate” or “renegotiation” means any change in Salary or the terms under which such Salary is earned or paid, or any change regarding the Club’s right to trade the player, during the term of a Player Contract.

“Required Tender” or “Tender” means a Player Contract tender that a Club is required to make to a player pursuant to this Agreement, either as a matter of right with respect to the player, or to receive Rights of First Refusal, Draft Choice Compensation and/or other rights with respect to the player, as specified in this Agreement.

“Restricted Free Agent” means a Veteran who has three Accrued Seasons and who completes performance of his Player Contract, but who is still subject to a Right of First Refusal and/or Draft Choice Compensation in favor of his Prior Club.

“Right of First Refusal” means the right of an NFL Club, as described in Article 9 and Article 10, to retain the services of certain Veteran players by matching offers made to those players.

“Rookie” means a person who has never before signed a Player Contract with an NFL Club. The first Player Contract signed by such person is a “Rookie Contract.”

“Room” means the extent to which a Team’s then-current Team Salary is less than the Salary Cap (as described in Article 13), and/or the extent to which a Team’s Rookie Salary is less than the Year-One Rookie Allocation (as described in Article 7).

“Salary” means any compensation of money, property, investments, loans, or anything else of value that a Club pays to, or is obligated to pay to, a player or Player Affiliate, or is paid to a third party at the request of and for the benefit of a player or Player Affiliate, during a League Year, as calculated in accordance with the rules set forth in Article 13.

“Salary Cap” means the absolute maximum amount of Salary that each Club may pay or be obligated to pay or provide to players or Player Affiliates, or may pay or be obligated to pay to third parties at the request of and for the benefit of Players or Player

Affiliates, at any time during a particular League Year, in accordance with the rules set forth in Article 13.

“System Arbitrator” means the arbitrator authorized by this Agreement to hear and resolve specified disputes as provided in this Agreement.

“Team Salary” means the Team’s aggregate Salary for Salary Cap purposes, as calculated in accordance with the rules set forth in Article 13.

“Undrafted Rookie” means a Rookie who was eligible for but not selected in a College Draft for which he was eligible (as further defined in Article 6, Section 11).

“Unrestricted Free Agent” means a Veteran with four or more Accrued Seasons, who has completed performance of his Player Contract, and who is no longer subject to any exclusive negotiating rights, Right of First Refusal, or Draft Choice Compensation in favor of his Prior Club.

“Veteran” means a player who has signed at least one Player Contract with an NFL Club.

“2006 CBA” means the Collective Bargaining Agreement in effect for the 2006–2010 League Years, as amended.

## ARTICLE 2 GOVERNING AGREEMENT

**Section 1. Conflicts:** The provisions of this Agreement supersede any conflicting provisions in the Prior Agreement, NFL Player Contract, the NFL Constitution and Bylaws, the NFL Rules, or any other document affecting terms and conditions of employment of NFL players, and all players, Clubs, the NFLPA, the NFL, and the Management Council will be bound hereby. For the avoidance of doubt, the NFL shall be considered a signatory to this Agreement.

**Section 2. Implementation:** The parties will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by players and Clubs. The NFL and NFLPA will use their best efforts to see that the terms and conditions of all NFL Player Contracts are carried out in full by players.

**Section 3. Management Rights:** The NFL Clubs maintain and reserve the right to manage and direct their operations in any manner whatsoever, except as specifically limited by the provisions of this Agreement.

**Section 4. Scope of Agreement:**

(a) This Agreement represents the complete understanding of the parties on all subjects covered herein, and there will be no change in the terms and conditions of this Agreement without mutual consent. Except as otherwise provided in Article 47, Section 6, on Union Security, the NFLPA and the NFL waive all rights to bargain with one another concerning any subject covered or not covered in this Agreement for the duration of this Agreement, including the provisions of the NFL Constitution and Bylaws; provided, however, that if any proposed change in the NFL Constitution and Bylaws could significantly affect the terms and conditions of employment of NFL players, then the NFL will give the NFLPA notice of and negotiate the proposed change in good faith.

(b) The question of whether the parties engaged in good faith negotiations, or whether any proposed change in the NFL Constitution and Bylaws would violate or render meaningless any provision of this Agreement, may be the subject of a Non-Injury Grievance under Article 43, which shall be the exclusive method for resolving disputes arising out of this Section 4. If the arbitrator finds that either party did not engage in good faith negotiations, or that the proposed change would violate or render meaningless any provision of this Agreement, he may enter an appropriate order, including to cease and desist from implementing or continuing the practice or proposal in question; provided, however, that the arbitrator may not compel either party to this Agreement to agree to anything or require the making of a concession by either party in negotiations.

**Section 5. Rounding:** For the purposes of any amounts to be calculated or used pursuant to this Agreement with respect to Required Tenders, Qualifying Offers, Minimum Salaries, Minimum Active/Inactive List Salaries, Team Salary, AR, Benefits, Player Costs, Projected

AR, Projected Benefits, Salary, Cash Spending, or Minimum Team Salary, such amounts shall be rounded to the nearest \$1,000.

### ARTICLE 3 NO STRIKE/LOCKOUT/SUIT

**Section 1. No Strike/Lockout:** Except as otherwise provided in Article 47 (Union Security), Section 6, neither the NFLPA nor any of its members will engage in any strike, work stoppage, or other concerted action interfering with the operations of the NFL or any Club for the duration of this Agreement, and no Clubs, either individually or in concert with other Clubs, will engage in any lockout for the duration of this Agreement. Any claim that a party has violated this Section 1 will not be subject to the grievance procedure or the arbitration provisions of this Agreement and the party will have the right to submit such claim directly to the courts.

**Section 2. No Suit:** The NFLPA agrees that neither it nor any of its members, nor agents acting on its behalf, nor any member of its bargaining unit, will sue, or support financially or administratively, or voluntarily provide testimony or affidavit in, any suit against the NFL or any Club with respect to any claim relating to any conduct permitted by this Agreement, or any term of this Agreement, including, without limitation, the Articles concerning the College Draft, the Compensatory Draft, the Option Clause, the Rookie Compensation System, Veterans With Fewer Than Three Accrued Seasons, Veteran Free Agency, Franchise and Transition Players, Guaranteed League-wide Cash Spending, the Salary Cap, Minimum Team Cash Spending, and the Waiver System, and provisions applicable to the trading of players; provided, however, that nothing contained in this Section 2 will prevent the NFLPA or any player from asserting that any Club, acting individually or in concert with other Clubs, or the NFL, has breached the terms of this Agreement, the NFL Player Contract, or the NFL Constitution and Bylaws, and from processing such asserted breach as a non-injury grievance under Article 43 or asserting any claim before the System Arbitrator or the Impartial Arbitrator as provided in this Agreement. In addition, neither the NFLPA nor any of its members, agents acting on its behalf, nor any members of its bargaining unit will sue, or support financially or administratively any suit against, the NFL or any Club relating to the provisions of the Constitution and Bylaws of the NFL which are appended to the side letter dated March 3, 2020, as they were operative and administered at the beginning date of the 2020 League Year; provided, however, that nothing herein shall prevent the NFLPA, its members, agents or bargaining unit members from asserting any rights they may have under the federal labor laws or under this Agreement.

**Section 3. Releases and Covenants Not to Sue:**

(a) The NFLPA on behalf of itself, its members, and their respective heirs, executors, administrators, representatives, agents, successors and assigns, releases and covenants not to sue, or to support financially or administratively, or voluntarily provide testimony of any kind, including by declaration or affidavit in, any suit or proceeding against the NFL or any NFL Club or any NFL Affiliate with respect to any antitrust claim, or any other claim relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement, with respect to any League Year prior to the 2020 League Year, including, without limitation, any such



claim relating to any restrictions on free agency, any franchise player designations, any transition player designations, the Draft, the Entering Player Pool, the Rookie Compensation Pool, or collusion. For purposes of clarity, this release does not cover any claim of any retired player.

(b) The NFL, on behalf of itself, the NFL, and the NFL Clubs and their respective heirs, executors, administrators, representatives, agents, successors and assigns, releases and covenants not to sue, or to support financially or administratively, or voluntarily provide testimony of any kind, including by declaration or affidavit in, any suit against the NFLPA or any of its members, or agents acting on its behalf, or any member of its bargaining unit, with respect to conduct occurring prior to the execution of this Agreement.

(c) The releases and covenants not to sue in Subsections (a) and (b) above shall not apply to any Injury or Non-Injury Grievance, or any other proceeding, asserted under the 2011 CBA, or to any proceeding to confirm an Injury or Non-Injury Grievance or other award under the 2011 CBA.

(d) Nothing in the foregoing is intended to limit the scope of the releases and covenants not to sue contained in Article 3, Sections 3(a) or 3(b) of the Prior Agreement.

## ARTICLE 4 NFL PLAYER CONTRACT

### **Section 1. Form:**

(a) All player signings during the term of this Agreement shall consist of (a) the .pdf NFL Player Contract Form attached hereto as Appendix A (which may not be modified in the form itself); and (b) any attachment submitted therewith containing any changes agreed to between the Club and player in a player's contract consistent with the provisions of the CBA, pursuant to Subsection 3(a) below (collectively, the ".pdf Player Contract"). Any such attachment shall be paginated, and each page of any such attachment shall be initialed by the player and the Club. The provision of any Player Contract or copy thereof as required by the CBA (for example, without limitation, as required by Article 4, Section 5 and Article 26, Section 7) may be effectuated by email transmission of the complete .pdf Player Contract to the NFL (nflwaivers@nfl.com) or the NFLPA (Mark.Levin@nflpa.com), as applicable. Any reference to the "NFL Player Contract" herein shall apply equally to the .pdf NFL Player Contract Form attached hereto as Appendix A, with respect to any player signing on or after March 15, 2020.

**Section 2. Term:** The NFL Player Contract shall expire on the last day of the last League Year subject to such Contract.

### **Section 3. Changes:**

(a) Notwithstanding Section 1 above, changes may be agreed to between a Club and a player in a player's contract consistent with the provisions of this Agreement.

(b) The NFL Player Contract shall provide that the player waives and releases: (i) any antitrust claims relating to the Draft, restrictions on free agency, franchise player designations, transition player designations, the Entering Player Pool, or any other term or condition of employment relating to conduct engaged in prior to the date of this Agreement; and (ii) any claims relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement except for claims pursued through a grievance or arbitration under this Agreement.

### **Section 4. Conformity:**

(a) All Player Contracts signed prior to the execution of this Agreement and in effect during the term of this Agreement shall be deemed amended in such a manner to require the parties to comply with the mandatory terms of this Agreement.

(b) Any reference in a Preexisting Contract to a player being on the Club's 46-man roster shall be deemed amended to refer to the Club's 48-man roster.

(c) The parties reserve their rights with respect to the validity of forfeiture provisions in Preexisting Contracts.

(d) The provisions of Paragraph 4 of the NFL Player Contract (as set forth in Appendix A of this Agreement) shall be deemed to be a part of any Player Contract in effect during the term of this Agreement.

**Section 5. Notices, Prohibitions, etc.:**

(a) Any agreement between any player and any Club concerning terms and conditions of employment shall be set forth in writing in a Player Contract as soon as practicable. Each Club shall provide to the NFL a copy of each such Player Contract within two days of the execution of such contract by the player and the Club. The NFL shall provide to the NFLPA a copy of each executed Player Contract it receives from a Club within two business days of its receipt of such Player Contract. It is anticipated that each Club will send a copy of each such Player Contract to the NFL by first class mail the day it is so executed and an electronic scanned version of the fully executed Electronic Contract shall be emailed to the NFL Waivers account and to the player agent no later than two days after execution of the Contract. The NFL will forward the scanned copy of the fully executed Contract to the NFLPA by electronic mail. The NFL shall provide to the NFLPA any salary information received from a Club which is relevant to whether such Player Contract complies with Article 7 and/or Article 13, within two business days following the NFL's receipt of such information. Promptly upon but no later than two business days after the signing of any Veteran with fewer than three Accrued Seasons to a Player Contract, the signing Club shall notify the NFL, which shall notify the NFLPA of such signing.

(b) Any agreement between any player or Player Affiliate and any Club or Club Affiliate providing for the player to be compensated by the Club or Club Affiliate for nonfootball-related services shall be set forth in writing as a separate addendum to the player's Player Contract, which addendum shall state the amount of or otherwise describe such consideration. If such an agreement is executed subsequent to the execution of the player's NFL Player Contract, it must be submitted to the NFL as an addendum to that Player Contract within two days of the execution or making of the agreement. The NFL shall provide a copy of such addendum to the NFLPA within two business days of receipt.

(c) No Club shall pay or be obligated to pay any money or anything else of value to any player or Player Affiliate (not including retired players) other than pursuant to the terms of a signed NFL Player Contract (or any addendum thereto for nonfootball-related services as described in Subsection 5(b) above). Nothing contained in the immediately preceding sentence shall interfere with a Club's obligation to pay a player deferred compensation earned under a prior Player Contract.

(d) In addition to any rights a Club may presently have under the NFL Player Contract, any Player Contract may be terminated if, in the Club's opinion, the player being terminated is anticipated to make less of a contribution to the Club's ability to compete on the playing field than another player or players whom the Club intends to sign or attempt to sign, or another player or players who is or are already on the roster of such Club, and for whom the Club needs Room. This Subsection shall not affect any Club or Club Affiliate's obligation to pay a player any guaranteed consideration.

(e) No Player Contract may contain any individually-negotiated term transferring any player intellectual property rights to any Club or Club Affiliate or any Club sponsor.

(f) No Club or player may agree upon any Player Contract provision concerning the termination of the contract that is inconsistent with the terms of this Agreement

(including but not limited to the NFL Player Contract, Appendix A hereto), or the provisions of the NFL Constitution and Bylaws as set forth in the attachments to the letter dated March 4, 2020.

**Section 6. Commissioner Disapproval:**

(a) If the Commissioner disapproves a Player Contract for any reason, he must inform the NFLPA in writing of the reasons therefore by noon on the date following such disapproval.

(b) In the event the Commissioner disapproves any Player Contract as being in violation of this Article, Article 7, Article 13, or any other provision of this Agreement, the filing of an appeal of such disapproval pursuant to Article 14, Section 5 or Article 15, Section 1 of this Agreement, shall automatically stay the Commissioner's disapproval, and the player shall continue to be free to practice and play for the Club, until the System Arbitrator issues his or her ruling. Provided, however, that in the event such appeal is filed within one week of or after the first scheduled regular season game of the Club: (i) the appeal shall be conducted in an expedited manner and shall be concluded within five days of the filing date of such appeal; and (ii) the System Arbitrator shall issue his or her ruling by the end of such five day period. Provided, further, that, in the event the appeal is filed after the Club's first preseason game, but before the date one week before the Club's first scheduled regular season game: (i) the appeal shall be conducted in an expedited manner and shall be concluded within ten days of the filing date of such appeal; and (ii) the System Arbitrator shall issue his or her ruling by the end of such ten day period. If there is no ruling by the end of the periods prescribed in the preceding two sentences, or, for earlier filed appeals, by the day following the Club's third preseason game, the automatic stay shall be dissolved. If the Commissioner disapproves a Player Contract for any of the reasons stated above on a second occasion for the same player during a given League Year, and determines that such player should not be able to play, there shall be no stay of such disapproval pursuant to this Agreement, unless it is determined that the Commissioner's second disapproval is arbitrary or capricious.

**Section 7. NFLPA Group Licensing Program:** The NFL Player Contract shall include, solely for the administrative convenience and benefit of the player and the NFLPA, the provision set forth in Paragraph 4(b) of the NFL Player Contract (Appendix A hereto), regarding the NFLPA Group Licensing Program. Neither the League nor any Club is a party to, or a beneficiary of, the terms of that provision. No Club may enter into any agreement with a Player or a Player Affiliate that is inconsistent with any rights granted to the NFLPA pursuant to Paragraph 4(b) of the NFL Player Contract; provided that this sentence is not intended and shall not be construed to override or restrict the rights granted to the Club and the League pursuant to Paragraph 4(a) of the NFL Player Contract.

**Section 8. Good Faith Negotiation:**

(a) In addition to complying with specific provisions in this Agreement, any Club, any player, and any player agent or contract advisor engaged in negotiations for a Player Contract (including any Club extending, and any player receiving, a Required Tender) is under an obligation to negotiate in good faith.

(b) A Club extending a Required Tender must, for so long as that Tender is extended, have a good faith intention to employ the player receiving the Tender at the Tender compensation level during the upcoming season. It shall be deemed to be a violation of this provision if, while the tender is outstanding, a Club insists that such a player agree to a Player Contract at a compensation level during the upcoming season below that of the Required Tender amount. The foregoing shall not affect any rights that a Club may have under the Player Contract or this Agreement, including but not limited to the right to terminate the contract, renegotiate the contract, or to trade the player if such termination, renegotiation, or trade is otherwise permitted by the Player Contract or this Agreement.

**Section 9. Forfeiture of Salary:** Players and Clubs may not agree upon contract provisions that authorize the Club to obtain a forfeiture of any Salary from a player except to the extent and in the circumstances provided in this Section 9. For the avoidance of doubt, Paragraph 5 Salary already earned may never be forfeited, and other Salary already earned may never be forfeited except as expressly provided herein. The maximum permitted forfeitures described below do not in any way obligate any player or Club to agree to any forfeiture.

(a) **Forfeitable Breach.** Any player who (i) willfully fails to report, practice or play with the result that the player's ability to fully participate and contribute to the team is substantially undermined (for example, without limitation, holding out or leaving the squad absent a showing of extreme personal hardship); or (ii) is unavailable to the team due to conduct by him that results in his incarceration; or (iii) is unavailable to the team due to a nonfootball injury that resulted from a material breach of Paragraph 3 of his NFL Player Contract; or (iv) voluntarily retires (collectively, any "Forfeitable Breach") may be required to forfeit signing bonus, roster bonus, option bonus and/or reporting bonus, and no other Salary, for each League Year in which a Forfeitable Breach occurs (collectively, "Forfeitable Salary Allocations"), as set forth below:

(i) **Training Camp.** If a player commits a Forfeitable Breach resulting in his absence for six preseason days after the start of training camp, the player may be required to forfeit up to 15% of his Forfeitable Salary Allocations, and up to an additional 1% of his Forfeitable Salary Allocations for each additional preseason day missed after the six days, up to a maximum of 25% of his Forfeitable Salary Allocations. A player who misses five days or less of training camp may not be subject to forfeiture.

(ii) **Continuing Violation.** If a player commits a Forfeitable Breach resulting in his absence from training camp and such absence continues into the regular season, in addition to the maximum forfeiture permitted by Subsection (i) above, the player may be required to forfeit an additional 25% of the remaining Forfeitable Salary Allocations upon missing the first regular season game. If such absence continues beyond the fourth week of the regular season, the player may be required to forfeit up to his remaining Forfeitable Salary Allocations on a proportionate weekly basis (i.e., one-seventeenth for each missed regular season week after the fourth week).

(iii) **Regular Season.** If the player is not subject to Subsection (ii) above, and commits a Forfeitable Breach for the first time that League Year during the regular season, the player may be required to forfeit up to twenty-five percent (25%) of his Forfeitable

Salary Allocations upon missing his first regular season game. If player's Forfeitable Breach continues beyond four (4) consecutive weeks, then player may be required to forfeit up to his remaining Forfeitable Salary Allocations on a proportionate weekly basis (i.e., one-seventeenth for each missed regular season week after the fourth week).

(iv) **Postseason.** For the period following the Club's last regular season game through the Club's last postseason game, a player who commits a Forfeitable Breach during such period may be required to forfeit up to 25% of his Forfeitable Salary Allocations for that League Year, subject to Subsection (d) below.

(v) **Second Forfeitable Breach.** If the player commits an initial Forfeitable Breach (including a Forfeitable Breach in training camp) and then commits a second Forfeitable Breach during the regular season or postseason in the same League Year, the player may be required to forfeit immediately the entirety of his remaining Forfeitable Salary Allocations for that League Year.

(vi) **Retirement.** Should a Forfeitable Breach occur due to player's retirement, a Club may demand repayment of all Forfeitable Salary Allocations attributable to the proportionate amount, if any, for the present year and the Forfeitable Salary Allocations for future years. If the player fails to repay such amounts, then the Club may seek an award from the System Arbitrator pursuant to Article 15, for repayment of all Forfeitable Salary Allocations attributable to present and future years. Repayment of Forfeitable Salary Allocations attributable to future League Years must be made by June 1st of each League Year for which each Forfeitable Salary Allocation is attributable. If the player returns to play for the Club in the subsequent season, then the Club must either (a) take the player back under his existing contract with no forfeiture of the remaining Forfeitable Salary Allocations, or (b) release the player and seek repayment of any remaining Forfeitable Salary Allocations for future League Years.

(b) **Forfeitable Salary Allocations.** For the purposes of this Section, the term "Forfeitable Salary Allocations" means: (i) for signing bonus, the Salary Cap allocation for the player's signing bonus for that League Year; and (ii) for roster, option and reporting bonuses that are earned in the same League Year as the Forfeitable Breach, the allocation of such bonus for that League Year, out of the total amount of such bonus as allocated over that League Year and any remaining League Years in the player's contract, notwithstanding the Salary Cap treatment of such bonuses. For example, without limitation, if a player has a \$1 million roster bonus that is earned in the same year the player committed a Forfeitable Breach, then, regardless of when that roster bonus is to be paid, that bonus is attributable to the same year as the Forfeitable Breach; if the player has that year and one additional year remaining on his contract, then \$500,000 of the roster bonus will be allocated to each of those years for purposes of any potential forfeiture calculation. If the Forfeitable Breach occurs in the second League Year in this example (i.e., the League Year after the roster bonus in this example is earned), there shall be no forfeiture of any portion of such roster bonus.

(c) **Proportionate Forfeiture.** For purposes of this Section, a "proportionate" amount means one-seventeenth of the Forfeitable Salary Allocations for that League Year for each regular season week missed.

(d) **Maximum Forfeitable Salary.** Under this Section, and without limitation, under no circumstances may a player be required to forfeit more than 100% of his

Forfeitable Salary Allocations for each League Year in which he commits a Forfeitable Breach. With respect to roster bonus, option bonus and reporting bonus, a forfeiture may only occur if the Forfeitable Breach occurs in the same League Year in which the bonus is scheduled to be earned.

(e) **Policy Violations.**

(i) Player Contracts may not contain individually negotiated provisions for forfeiture relating to violations of the Policy on Performance-Enhancing Substances (formerly known as the Policy on Anabolic Steroids and Related Substances) or the NFL Policy and Program on Substances of Abuse, or for failing any drug test. A player suspended by the League pursuant to either of those policies for a period encompassing regular season or postseason games shall be required to forfeit any Forfeitable Salary Allocations on a proportionate weekly basis.

(ii) Any reference in a Player Contract to the Policy on Anabolic Steroids and Related Substances shall be deemed also to encompass reference to the Policy on Performance-Enhancing Substances and any amendments thereto; any reference in a Player Contract to the Policy and Program for Substances of Abuse shall be deemed also to encompass reference to the Policy and Program on Substances of Abuse and any amendments thereto.

(f) **Offseason.** Salary may not be subject to forfeiture for missing voluntary offseason programs or voluntary minicamps, provided that the Club may have non-proratable participation bonuses for its offseason workout program.

(g) **Voiding of Guarantees.** Notwithstanding any other provision of this Section 9, a Club and player may negotiate the circumstances under which the guarantee of any unearned Salary (including, without limitation, Paragraph 5 Salary and/or future year roster bonuses, option bonuses or reporting bonuses) may be voided. This Subsection (g) only applies to the guarantee aspect of the contract provision, and not to the amount that can be earned, and in no way expands the permissible scope of Forfeitable Salary under this Section.

(h) **Deduction/Payment.** Recovery of any forfeiture under this Section may be made from any payments owed to a player under any NFL Player Contract with the Club claiming the forfeiture, from any salary, bonus installments, Performance-Based Pay, Postseason Pay, Severance Pay or Termination Pay otherwise owed by the claiming Club. If the player challenges such recovery by filing a proceeding before the System Arbitrator, the Club shall be required to put the disputed sums in escrow pending receipt of a final award. The assignment and/or termination of a player's contract after events triggering the forfeiture shall not result in any waiver of the assigning or terminating Club's right to seek to recover the full amount of any forfeiture.

(i) **2006 CBA.** This Section is intended to supersede Section 9 of Article XIV of the 2006 Collective Bargaining Agreement, and to overrule the decision in the proceeding under that Prior Agreement involving Plaxico Burress to the extent that the provisions in this Section 9 alter that decision with respect to Player Contracts entered into on or after July 25, 2011.

(j) **Dispute Resolution.** Any disputes regarding this Section, including any dispute regarding a player's failure to repay Salary pursuant to this Section, shall be resolved exclusively by the System Arbitrator under the provisions of Article 15.

(k) **Club Discretion.** Except as provided in Subsection (e), any attempt to seek or collect a forfeiture from a player shall be solely in the Club's discretion, and any failure by a Club to seek a forfeiture from a player under this Section shall not be deemed a violation of any provision of this Agreement.

(l) **Contract Provision.** It shall be permissible for a player and Club to agree in a Player Contract as follows: "Player shall be subject to forfeiture of Salary to the maximum extent permitted under Article 4, Section 9 of the governing Collective Bargaining Agreement." A player is not in any way obligated to agree to any such forfeiture clause, or any lesser forfeiture permitted by this Section.

**Section 10. Return of Advanced Paragraph 5 Salary:** A player and Club may agree to the circumstances in which a player shall have to return any advanced Paragraph 5 Salary, so long as such agreement does not affect the player's ability to eventually earn such Paragraph 5 Salary by performing his services for the regular season week(s) in question. Nothing in this Section shall be construed to address the circumstances in which players are or are not entitled to Paragraph 5 Salary for such week(s).



**ARTICLE 5**  
**OPTION CLAUSES**

***Section 1. Prohibition:*** Other than as provided for in Article 7, Section 7, any option clause must be negotiated as a separate addendum to the NFL Player Contract form, and any negotiated option clause must state the dollar amount(s) of Salary to be paid to the player during the option year.

## ARTICLE 6 COLLEGE DRAFT

**Section 1. Time of Draft:** There shall be an Annual Selection Meeting (the “College Draft” or “Draft”) each League Year during the term of this Agreement and for the year immediately following the expiration or termination of this Agreement, with respect to which the following rules shall apply. In any League Year in which the NFL deems it appropriate, there may also be a Supplemental Draft.

**Section 2. Number of Choices and Eligibility:**

(a) The Draft shall consist of seven rounds, with each round consisting of the same number of selection choices as there will be Clubs in the NFL the following League Year, plus a maximum number of additional Compensatory Draft Selections equal to the number of Clubs then in the League, with such Compensatory Draft Selections reserved for Clubs losing certain Unrestricted Free Agents. If in any League Year the number of Compensatory Draft Selections awarded in the Draft for that League Year is less than the number of Clubs then in the League, an additional number of selection choices shall be awarded to Clubs based upon Draft selection order (“Supplemental Selections”), so that the combined number of Compensatory Draft Selections and Supplemental Selections equals the total number of Clubs then in the League. Each Draft shall be held between February 14 and June 2, on a date which shall be determined by the Commissioner.

(b) No player shall be permitted to apply for special eligibility for selection in the Draft, or otherwise be eligible for the Draft, until three NFL regular seasons have begun and ended following either his graduation from high school or graduation of the class with which he entered high school, whichever is earlier. For example, if a player graduated from high school in December 2020, he would not be permitted to apply for special eligibility, and would not otherwise be eligible for selection, until the 2024 Draft.

(c) If a player who was not eligible for the Draft in any League Year becomes eligible after the date of the Draft, he will be eligible to be selected in a Supplemental Draft, if the League elects to conduct such a Draft, on or before the seventh calendar day prior to the opening of the first training camp that League Year. No player may elect to bypass a Draft for which he is eligible to apply for selection in a Supplemental Draft. Any Club that selects a player in a Supplemental Draft must forfeit a choice in the same round in the next succeeding principal Draft.

(d) No player shall be eligible to be employed by an NFL Club until he has been eligible for selection in an NFL Draft.

**Section 3. Required Tender:** A Club that drafts a player shall be deemed to have automatically tendered the player a four-year NFL Player Contract for the Minimum Active/Inactive List Salary for such League Years.

**Section 4. Signing of Drafted Rookies:**

(a) A drafted player may accept the Required Tender at any time up to and including the Tuesday following the tenth week of the regular season immediately following the Draft, at 4:00pm New York time. In the event the exclusive negotiating rights to

the drafted player are assigned to another Club through the NFL waiver system, the acquiring Club shall be deemed to have automatically extended the Required Tender immediately upon the assignment. If released through waivers, the player shall be treated as an Undrafted Rookie, with the right to sign an NFL Player Contract with any Club, subject to the provisions of Article 7.

(b) If a Drafted Rookie has not signed a Player Contract during the period from the date of such Draft to the thirtieth day prior to the first game of the regular season: (i) the Club that drafted the player may not thereafter trade to another Club either its exclusive negotiating rights to such player or any Player Contract that it signs with such player for the player's initial League Year; and (ii) the Club that drafted the player is the only Club with which the player may sign a Player Contract until the day of the Draft in the subsequent League Year, at which time such player is eligible to be drafted in the subsequent League Year's Draft by any Club except the Club that drafted him in the initial Draft. (After the Tuesday following the tenth week of the regular season, the player and the Club may sign a Player Contract only for future League Year(s)).

(c) If a Drafted Rookie has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00pm New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application, and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

**Section 5. Other Professional Teams:**

(a) Notwithstanding Section 4(b) above, if a player is drafted by a Club and, during the period between the Draft and the next annual Draft, signs a contract with, plays for, or is employed by a professional football team not in the NFL during all or any part of the 12-month period following the initial Draft, then the drafting Club (or any assignee Club) shall retain the exclusive NFL rights to negotiate for and sign a contract with the player until the day of the Draft three League Years after the initial Draft, and shall thereafter have a Right of First Refusal as described herein, and the player may receive offers from any Club at any time thereafter. The player shall notify the NFLPA and the NFL of his desire to sign a contract with an NFL Club and of the date on which the player will be free of his other contractual obligations of employment, if any. Within thirty days of receipt of such notice by the NFL or the date of the availability of such player, whichever is later, the NFL Club that drafted the player must tender a Player Contract as set forth in Section 3 above to the player in order to retain its rights to that player, as detailed below.

(b) For a player to whom the drafting Club retains the exclusive NFL rights pursuant to Section 4(a) above, the Club must tender a four-year NFL Player Contract for the Minimum Active/Inactive List Salary for such League Years, within the thirty-day period specified in Subsection (a) above. If the player is released through waivers, the player immediately becomes an Undrafted Rookie, with the right to sign an NFL Player Contract with any Club, subject to the provisions of Article 7, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(c) For players with respect to whom the drafting Club retains a Right of First Refusal pursuant to this Section 5, during each League Year the player shall be treated as if he were a Restricted Free Agent not subject to Draft Choice Compensation, as described in Article 9, Section 2, except as otherwise set forth in this Section 5. For such players subject to a Right of First Refusal, the Club must tender a four-year NFL Player Contract for the Minimum Active/Inactive List Salary for such League Years within the thirty-day period specified in Subsection (a) above. The amount of such tender and/or any Player Contract entered into with the player shall not be subject to the Rookie Compensation Pool. If the Club does not make or withdraws the Required Tender, the player immediately becomes an Undrafted Rookie, with the right to negotiate and sign a Player Contract with any Club, subject to the applicable provisions of Article 7, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

**Section 6. Return to College:** If any college football player who becomes eligible for the Draft prior to exhausting his college football eligibility through participation is drafted by an NFL Club, and returns to college, the drafting Club's exclusive right to negotiate and sign a Player Contract with such player shall continue through the date of the Draft that follows the last season in which the player was eligible to participate in college football, and thereafter the player shall be treated and the Club shall have such exclusive rights as if he were drafted in such Draft by such Club (or assignee Club).

**Section 7. Assignment of Draft Rights:** In the event that the exclusive right to negotiate for a Drafted Rookie under Sections 4, 5 or 6 above is assigned from one Club to another Club, the Club to which such right has been assigned shall have the same, but no greater, right to such player, including the Right of First Refusal described in Section 5, as would the Club assigning such right, and such player shall have the same, but no greater, obligation to the NFL Club to which such right has been assigned as he had to the Club assigning such right.

**Section 8. Subsequent Draft:** A Club that, in a subsequent Draft, drafts a player who (a) was selected in an initial Draft, and (b) did not sign a contract with the NFL Club that drafted him or with any assignee Club during the signing period set forth in Sections 4 through 6 above, shall, during the period from the date of the subsequent Draft to the date of the Draft held the subsequent League Year, be the only NFL Club that may negotiate with or sign a Player Contract with such player. If such player has not signed a Player Contract within the period beginning on the date of the subsequent Draft and ending on the thirtieth day prior to the beginning of the regular season, the Club loses all rights to trade its exclusive negotiating rights to such player or any Player Contract that it signs with such player for the player's initial League Year. After the Tuesday following the tenth week of the regular season, the player and the Club may sign a Player Contract only for future League Year(s), except as provided in Section 4(c) above. If the player has not signed a Player Contract by the day of the next annual College Draft following the subsequent Draft, the player immediately becomes an Undrafted Rookie, with the right to negotiate and sign a Player Contract with any Club, subject to the provisions of Article 7, and any

Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

**Section 9. No Subsequent Draft:** If a player is drafted by a Club in an initial Draft and (a) does not sign a contract with a Club during the signing period set forth in Sections 4 through 6 above, and (b) is not drafted by any Club in the subsequent Draft, the player immediately becomes an Undrafted Rookie, with the right to negotiate and sign a Player Contract with any Club, and any Club is then free to negotiate for and sign a Player Contract with such player, without any Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

**Section 10. Compensatory Draft Selections:** Compensatory Draft Selections shall be determined in accordance with the rules and procedures set forth in Appendix V, subject to any future changes as to which the parties may agree.

**Section 11. Undrafted Rookies:** Any person who has not been selected by a Club in a College Draft shall be an Undrafted Rookie, and shall be free, after the completion of a College Draft for which he is eligible, to negotiate and sign a Player Contract with any Club, subject to the provisions of Article 7, and any Club shall be completely free to negotiate and sign a Player Contract with any such person after such date, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind.

**Section 12. Notice of Signing:** Promptly following but no later than two business days after receipt of notice of the signing of any Drafted or Undrafted Rookie, the NFL shall notify the NFLPA of such signing.

**ARTICLE 7**  
**ROOKIE COMPENSATION AND ROOKIE COMPENSATION POOL**

**Section 1. Definitions:**

(a) **Rookie Salary.**

(i) “Rookie Salary” for a Drafted Rookie means the highest amount of earnable compensation for which such player and Club have contracted in each year of his Rookie Contract regardless of whether any or all amounts are earned or considered “likely to be earned” as set forth in Article 13, excluding only (A) the Fifth-Year Option Paragraph 5 Salary described in Section 7 below, (B) the amount by which the player’s Paragraph 5 Salary may increase pursuant to the Proven Performance Escalator as described in Section 4 below, (C) minimum offseason workout per diem as set forth in Article 21, and (D) compensation for community relations/sponsor appearances (subject to the maximum amounts permitted in Section 3(b)(iv) below).

(ii) “Rookie Salary” for an Undrafted Rookie means the highest amount of earnable compensation for which such player and Club have contracted in each year of his Rookie Contract that exceeds the then-applicable Minimum Active/Inactive Salary for each League Year of the contract regardless of whether any or all amounts are earned or considered “likely to be earned” as set forth in Article 13, excluding only (A) minimum offseason workout per diem, and (B) compensation for community relations/sponsor appearances (subject to the maximum amounts permitted in Section 3(b)(iv) below).

(iii) For the purposes of calculating Rookie Salary in each year of a player’s Rookie Contract, signing bonus and amounts treated as signing bonus will be prorated on a straight-line basis pursuant to Section 3(g) below. By way of example, a Drafted Rookie who has a \$1,000,000 Paragraph 5 Salary, \$250,000 in signing bonus proration and a \$250,000 incentive for 95% offensive playtime in each of the first four years of his contract would have a Rookie Salary in each League Year equal to \$1,500,000, and Rookie Salary over the contract’s entire term of \$6,000,000, regardless of whether he earns any or all of the above amounts or whether any or all of the above amounts are considered “likely to be earned.”

(b) **Year-One Rookie Salary.**

(i) “Year-One Rookie Salary” for a Drafted Rookie means the highest amount of earnable compensation for which such player and Club have contracted in the first year of his Rookie Contract regardless of whether any or all amounts are earned or considered “likely to be earned” as set forth in Article 13, excluding only (A) minimum offseason workout per diem, and (B) compensation for community relations/sponsor appearances (subject to the maximum amounts permitted in Section 3(b)(iv) below).

(ii) “Year-One Rookie Salary” for an Undrafted Rookie means the highest amount of earnable compensation for which such player and Club have contracted in the first year of his Rookie Contract that exceeds the then-applicable Minimum Active/Inactive Salary for players with zero credited seasons regardless of whether any or all amounts are earned or considered “likely to be earned” as set forth in Article 13, excluding only (A) minimum offseason workout per diem, and (B) compensation for community relations/sponsor appearances (subject to the maximum amounts permitted in Section 3(b)(iv) below).

(iii) For the purpose of calculating Year-One Rookie Salary, signing bonus and amounts treated as signing bonus will be prorated on a straight-line basis pursuant to Section 3(g) below. By way of example, a Drafted Rookie who has a \$1,000,000 Paragraph 5 Salary, \$250,000 in signing bonus proration and a \$250,000 incentive for 95% offensive playtime in his first season would have Year-One Rookie Salary in that League Year of \$1,500,000 regardless of whether he earns any or all of the above amounts in his first season or whether any or all of the above amounts are considered “likely to be earned.”

(c) **Total Rookie Compensation Pool.** “Total Rookie Compensation Pool” means the League-wide limit on the total amount of Rookie Salary for which all Clubs may contract with Drafted and Undrafted Rookies over the entire term of such Rookie Contracts. By way of example, a Drafted Rookie selected in the second round who signs a four-year contract with Rookie Salary of \$1,000,000 in year one, \$1,100,000 in year two, \$1,200,000 in year three, and \$1,300,000 in year four would have \$4,600,000 count against the Total Rookie Compensation Pool.

(d) **Year-One Rookie Compensation Pool.** “Year-One Rookie Compensation Pool” means the League-wide limit on the total amount of Year-One Rookie Salary for which all Clubs may contract with Drafted Rookies and Undrafted Rookies in the first year of such Rookie Contracts. By way of example, a Drafted Rookie selected in the second round who signs a four-year contract with Rookie Salary of \$1,000,000 in year one, \$1,100,000 in year two, \$1,200,000 in year three, and \$1,300,000 in year four would have \$1,000,000 count against the Year-One Rookie Compensation Pool.

(e) **Total Rookie Allocation.** “Total Rookie Allocation” means, for each Club, its proportional share of the Total Rookie Compensation Pool, calculated based upon the number, round and position of the Club’s selection choices in the Draft, plus the Undrafted Rookie Reservation (as defined in Subsection (i) below). The sum of the Total Rookie Allocations for all Clubs shall equal the Total Rookie Compensation Pool.

(f) **Year-One Rookie Allocation.** “Year-One Rookie Allocation” means, for each Club, its proportional share of the Year-One Rookie Compensation Pool, calculated based upon the number, round and position of the Club’s selection choices in the Draft plus one-third of the Undrafted Rookie Reservation (as defined in Subsection (i) below). The sum of the Year-One Rookie Allocations for all Clubs shall equal the Year-One Rookie Compensation Pool.

(g) **Year-One Formula Allotment.**

(i) “Year-One Formula Allotment” means, for each Drafted Rookie, a fraction calculated based upon the player’s round and position in the Draft and expressed as a percentage of the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation).

(ii) The (A) sum of the Year-One Formula Allotments for all of a Club’s Drafted Rookies, multiplied by the Year-One Rookie Compensation Pool (excluding compensatory selections), plus (B) one-third of the Undrafted Rookie Reservation shall equal the Club’s Year-One Rookie Allocation.

(iii) The Year-One Formula Allotment attributed to each draft selection shall be agreed to by the NFL and the NFLPA, and shall be provided to all Clubs, Rookies, and agents of Rookies.

(A) The Year-One Formula Allotments for each non-compensatory Draft selection shall be calculated using the following steps/methodology:

*First:* Determine the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) for the prior League Year and deduct from that amount the cumulative minimum salaries for players with zero Credited Seasons on a Club's Active/Inactive List ("Minimum Salaries") for all 224 non-compensatory draft picks (the "Year-One Pool In Excess of Minimum Salaries") ("YOPIEMS") (e.g., in 2018, the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation), was \$220,390,000; deduct Minimum Salaries of \$107,520,000 (224 non-compensatory draft picks × \$480,000) to obtain the 2018 YOPIEMS of \$112,870,000 (\$220,390,000 - \$107,520,000)).

*Second:* Calculate the YOPIEMS for the current League Year (e.g., in 2019, the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) was \$232,741,000; deduct Minimum Salaries of \$110,880,000 (224 non-compensatory draft picks × \$495,000) to obtain the 2019 YOPIEMS of \$121,861,000 (\$232,741,000 - \$110,880,000)).

*Third:* Compare the current year YOPIEMS to the YOPIEMS for the prior League Year to obtain the "Growth Percentage" (e.g., in 2019,  $(\$121,861,000 \div \$112,870,000) = 107.9658\%$ ).

*Fourth:* For each non-compensatory Draft selection from the prior League Year, identify the amount of the Year-One Rookie Allocation in Excess of Minimum Salary ("YORAIEMS") by subtracting the minimum salary for a player with zero Credited Seasons on a Club's Active/Inactive List ("Minimum Salary") from the Year-One Rookie Allocation for that selection;

*Fifth:* Multiply the YORAIEMS for each non-compensatory Draft Selection in the prior League Year by the Growth Percentage (as defined above) to determine the current year YORAIEMS;

*Sixth:* Add the current year Minimum Salary (e.g., \$495,000 in 2019) to the current year YORAIEMS to obtain the current Year-One Rookie Allocation ("YORA") for each Draft Selection;

*Seventh:* Divide each Draft selection's YORA by the current year Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) to obtain the current year Year-One Formula Allotment.

(B) The Year-One Formula Allotment for any compensatory selection for the 2020–2030 League Year shall be the mid-point, rounded to the nearest dollar, of the immediately preceding and the immediately following non-compensatory selections (as calculated pursuant to Subsection (A) above), except that the Year-One Formula Allotment for any compensatory selection at the end of the seventh round shall be the same as the Year-One Formula Allotment for the last selection in the seventh round.

(h) **Year-One Minimum Allotment.** "Year-One Minimum Allotment" means, for each Drafted Rookie, a fraction (or such other amount to which the parties may agree) that shall equal the selection's absolute minimum share of the Year-One Rookie Compensation Pool, calculated based upon the player's round and position in the Draft and expressed as a percentage of the Year-One Rookie Compensation Pool. The Year-



One Minimum Allotment for (i) every selection in the first and second round of the Draft, and (ii) the first twenty-six selections in the third through seventh rounds of the Draft shall equal the Year-One Formula Allotment for the final non-compensatory selection in that round. The Year-One Minimum Allotment for the twenty-seventh through the final selection in the third through seventh rounds of the Draft (excluding any compensatory selections) shall equal (A) the Year-One Formula Allotment for the final non-compensatory selection in that round minus (B) \$4,000 divided by the Year-One Rookie Compensation Pool. The Year-One Minimum Allotment for any compensatory selection in each round shall equal the average of (A) the Year-One Formula Allotment for the final non-compensatory selection in that round and (B) the Year-One Formula Allotment for first selection in the succeeding round, minus (C) \$4,000 divided by the Year-One Rookie Compensation Pool. The Year-One Minimum Allotment for Compensatory Draft Selections shall be altered in a manner to be agreed upon by the parties if the position of compensatory selections within each round is changed.

(i) **Undrafted Rookie Reservation.** For the 2020 League Year, the maximum amount per Club that may be paid to Undrafted Rookies as signing bonus or amounts treated as signing bonus (the “Undrafted Rookie Reservation”) shall increase over the maximum amount permitted for the 2019 League Year (i.e., \$109,115) by the percentage increase of the Total Rookie Compensation Pool. For the 2021 League Year, a maximum of \$160,000 per Club may be paid to Undrafted Rookies as signing bonus or amounts treated as signing bonus. For the 2022 League Year and each subsequent League Year, this amount shall increase by the percentage increase of the Total Rookie Compensation Pool. For purposes of this Subsection, Total Rookie Compensation Pool shall exclude any signing bonus (including any amounts treated as signing bonus) for an Undrafted Rookie (i.e., the Pool shall exclude any amounts included in the Undrafted Rookie Reservation) and shall be adjusted to account for any forfeited Draft selections or supplemental Draft selections pursuant to Subsections 5(b)(i)-(ii) and 2(a)(vi) of this Article.

### **Section 2. Operation:**

(a)(i) For the 2020 League Year, the Total Rookie Compensation Pool (excluding compensatory selections and the Undrafted Rookie Reservation) may not exceed \$1,430,000,000. For the 2020 League Year, the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) shall equal \$260,000,000.

(ii) In each of the 2021–2030 League Years, a “Baseline Year-One Pool” shall be calculated. The Baseline Year-One Pool shall be defined as the sum of: (a) the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) for the prior League Year; and (b) the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) for the prior League Year multiplied by the percentage increase in the Salary Cap (comparing the Salary Cap in the current League Year to the Salary Cap in the prior League Year). By way of example only, if the Baseline Year-One Pool in the immediately prior League Year equals \$200,000,000, and the percentage increase in the Salary Cap is 5%, then the Baseline Rookie Pool in the current League Year will equal \$210,000,000 (i.e., \$200,000,000 plus \$10,000,000 (\$200,000,000 multiplied by 0.05)).

(iii) In each of the 2021-2030 League Years, a “Minimum Year-One Pool Increase” shall be calculated. The Minimum Year-One Pool Increase shall be defined as the sum of: (a) the 224 non-compensatory draft picks multiplied by the annual increase in the Minimum Salary of a player on a Club's Active/Inactive List with zero Credited Seasons; and (b) one percent of the YOPIEMS for the prior League Year, as defined in Section 1(g)(iii)(A) above. By way of example, if the YOPIEMS for the prior League Year equal \$150 million, one percent of the YOPIEMS for the prior League Year equals \$1.5 million, and will be included in (but not added to) the current year's Minimum Year-One Pool Increase. By way of further example: if one percent of the YOPIEMS for a prior League Year equals \$1.5 million, then for years in which the Minimum Salary of a player on a Club's Active/Inactive List with zero Credited Seasons grows by \$45,000, the Minimum Year-One Pool Increase is \$11.58 million (i.e., \$45,000 multiplied by 224 equals \$10.08 million, plus \$1.5 million); for years in which the aforementioned Minimum Salary growth is \$50,000, the Minimum Year One Pool Increase is \$12.7 million (i.e., \$50,000 multiplied by 224 equals \$11.2 million, plus \$1.5 million).

(iv) In each of the 2021–2030 League Years, the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) shall increase each League Year to the greater of (i) the Baseline Year-One Pool or (ii) the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) in the prior League Year plus the Minimum Year-One Pool Increase.

(v) In each League Year in which the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) increases by the Minimum Year-One Pool Increase, an amount equal to: (a) the prior League Year's Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) plus the Minimum Year-One Pool Increase (as calculated in the examples in Subsection 2(a)(iii) above); (b) minus the Baseline Year-One Pool, shall be included in the “Rookie Pool Bank” and carried forward, with Interest, and shall be applied to reduce the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) in any future League Year(s), provided that: (1) the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) may never increase by less than the Minimum Year-One Pool Increase; (2) the Year-One Rookie Compensation Pool In Excess of Minimum Salaries (also referred to as “YOPIEMS”) shall not be less than one hundred and one percent (101%) of the YOPIEMS in the prior League Year; and (3) the parties may agree to defer application of some or all of the Rookie Pool Bank in a League Year in which it otherwise could apply.

(vi) In the event of a forfeited selection in a Draft, the bank calculated pursuant to this Section shall be reduced by an amount equal to: (A) the Year-One Formula Allotment for that forfeited selection; multiplied by (B) the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation). The Formula Allotments for these forfeited selections shall not be included in the respective Club's Year-One Rookie Allocation or Total Rookie Allocation for the applicable League Year. For the avoidance of doubt, because of the forfeited selection, for the applicable League Year, the sum of the Year-One Rookie Allocations for all Clubs shall

be less than the Year-One Rookie Compensation Pool, and the sum of the Total Rookie Allocations for all Clubs shall be less than the Total Rookie Compensation Pool.

(vii) In each of the 2021–2030 League Years, excluding compensatory selections and the Undrafted Rookie Reservation, the Total Rookie Compensation Pool in each League Year shall be the Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) multiplied by 5.5 (e.g., the ratio between the 2020 Year-One Rookie Compensation Pool (excluding compensatory selections and one-third of the Undrafted Rookie Reservation) of \$260,000,000 and the 2020 Total Rookie Compensation Pool (excluding compensatory selections and the Undrafted Rookie Reservation) of \$1,430,000,000).

(b) All amounts of Rookie Salary contracted for in each and every year of a Club's Rookie Contracts shall count against the Total Rookie Compensation Pool and the Club's Total Rookie Allocation whether or not such amounts are earned by the player or considered "likely to be earned" as set forth in Article 13.

(c) All amounts of Year-One Rookie Salary shall count against the Year-One Rookie Compensation Pool, the Club's Year-One Rookie Allocation and the Total Rookie Compensation Pool, whether or not such amounts are earned by the players or considered "likely to be earned" as set forth in Article 13.

(d) No Club may enter into Rookie Contracts that, standing alone or in the aggregate, provide for Year-One Rookie Salary that would exceed the Club's Year-One Rookie Allocation for that League Year. No Club may enter into Rookie Contracts with Drafted Rookies that, standing alone or in the aggregate, provide for Year-One Rookie Salary that would exceed the (i) Club's Year-One Rookie Allocation for that League Year, minus (ii) one-third of the Undrafted Rookie Reservation (i.e., one-third of the amount calculated pursuant to Subsection 1(i) above).

(e) No Club may enter into Rookie Contracts that, standing alone or in the aggregate, provide for aggregate Rookie Salary over all years of such Contracts that would exceed the Club's Total Rookie Allocation. No Club may enter into Rookie Contracts with Drafted Rookies that, standing alone or in the aggregate, provide for Rookie Salary that would exceed (i) the Club's Total Rookie Allocation for that League Year, minus (ii) the Undrafted Rookie Reservation.

(f) A Club may not sign a Drafted Rookie for Year-One Rookie Salary that is less than the player's Year-One Minimum Allotment multiplied by the Year-One Rookie Compensation Pool.

(g) Notwithstanding the above, nothing shall prevent a Club from signing a player for an amount in excess of his Year-One Formula Allotment multiplied by the League-wide Year-One Rookie Compensation Pool, or his Year-One Minimum Allotment multiplied by the Year-One Rookie Compensation Pool, provided that the Club has Room available under its Year-One Rookie Allocation.

(h) In the event that a Rookie signs his Rookie Contract after the commencement of the regular season, the Club must maintain Room under its Year-One Rookie Allocation of at least the Rookie's Year-One Minimum Allotment multiplied by the Year-One Rookie Compensation Pool.

(i) All Rookie Contracts entered into by a Club and a Drafted or Undrafted Rookie shall be subject to the provisions of Article 14 of this Agreement.

(j) Any contract that violates the intent of any provision of this Article shall be disapproved. It is the intent of the parties to set an absolute maximum limit on the total amount of compensation contracted for by Drafted and Undrafted Rookies in each Draft class over the entire term of the players' Rookie Contracts. If a contract signed by a Drafted or Undrafted Rookie is disapproved by the Commissioner as being inconsistent with the provisions of this Article in respect of (i) the mandatory term (length) of the contract; (ii) permissible compensation pursuant to (1) the Year-One Rookie Compensation Pool, (2) the Total Rookie Compensation Pool, (3) the Club's Year-One Rookie Allocation, (4) the Club's Total Rookie Allocation, (5) the 25% Increase Rule, (6) the player's Year-One Minimum Allotment, (7) the Fifth Year Option, (8) the Proven Performance Escalator, or (9) the limit on the player's permissible nonfootball compensation; or (iii) guarantees; the disapproval shall be upheld by the System Arbitrator and the Appeals Panel unless clear and convincing evidence demonstrates that the decision to disapprove the contract was incorrect.

(k) None of the provisions of this Article shall affect a Club's need for Room under the Salary Cap to sign a Rookie Contract or the accounting rules governing the Salary Cap set forth in Article 13.

### **Section 3. Rookie Contracts:**

(a) **Contract Length.** Every Rookie Contract shall have a fixed and unalterable contract length: (i) four years for Rookies selected in the first round of the Draft, with a Club option for a fifth year as described in Section 7 below; (ii) four years for Rookies selected in rounds two through seven of the Draft (including any compensatory draft selections); and (iii) three years for Undrafted Rookies.

(b) **Compensation Terms.**

(i) Subject to Subsection (iv) below, Rookies drafted in the first round may contract for only the following types of compensation: (1) Rookie Salary, (2) minimum offseason workout per diem commencing in the contract's second season; and (3) the Fifth-Year Option as described in Section 7 below. Rookies drafted in the second through seventh rounds may contract for only the following types of compensation: (1) Rookie Salary, (2) minimum offseason workout per diem commencing in the contract's second season; and (3) the Proven Performance Escalator as described in Section 4 below.

(ii) Subject to Subsection (iv) below, Undrafted Rookies may contract for only the following types of compensation: (1) Rookie Salary, (2) minimum offseason workout per diem commencing in the contract's second season, and (3) the applicable Minimum Salary for players on the Club's Active/Inactive List Salary and/or the applicable Minimum Salary for players not on the Club's Active/Inactive List.

(iii) Rookie Salary shall include only: (1) traditional signing bonus, defined as signing bonus committed to the player by the Club upon execution of the contract (subject to the player reporting to the Club and passing the physical examination), subject to any forfeiture provisions to which the player and Club may agree to the extent permitted in Article 4; (2) offseason workout bonus; (3) Paragraph 5 Salary (including any agreed-upon provisions adjusting the player's Paragraph 5 Salary based upon his roster status and/or his number of Credited Seasons ("split contract provisions") or deferring payment of his earned Paragraph 5 Salary or advancing payment of non-guaranteed year-one Paragraph 5

Salary); (4) Paragraph 5 Salary guarantees (subject to the rules set forth in Subsection (h) below); (5) the permitted performance incentives set forth in Section 6 below; (6) roster bonus; and (7) reporting bonus.

(iv) (A) Aside from the terms outlined in Subsections (i) through (iii), above, no cash or non-cash financial or economic consideration of any kind (e.g., suites, automobiles, loans, etc.) may be paid or promised to the player for any reason whatsoever including, but not limited to, the player's performance of nonfootball-related services with the exception of an agreement that the player will make up to, but no more than, five community relations/sponsor appearances or promotional activities per year on the Club's behalf in exchange for cash compensation at prevailing commercial rates not to exceed \$6,500 per appearance for the 2020-25 League Years, and not to exceed \$9,000 per appearance for the 2026-30 League Years. In addition, whether or not the Club elects to provide the player with cash compensation for any individual appearance, to the extent the player incurs out-of-pocket expenses (e.g., parking fees, etc.) in connection with such appearance, the Club may provide the player with cash reimbursement for such reasonable out-of-pocket expenses upon the player's submission of a written expense report satisfactory to Club and applicable receipts. The Club may also provide the player with cash reimbursement for actual mileage incurred, as approved by the Club, at the standard mileage rate in effect for the applicable period as published by the Internal Revenue Service. Clubs may not contract for, or require the player to make more than five community relations/sponsor appearances or promotional activities per year.

(B) For any Rookie Contract executed during the term of this Agreement, the player and the Club may agree to include a provision governing player appearances in the Rookie Contract at the time of its execution by the parties; or if the player and the Club do not elect to include a provision governing player appearances at the time of the contract's execution, any player appearances made by the player under his Rookie Contract shall be deemed to have been made under Appendix R to this Agreement.

(c) **Other Permissible Terms.**

(i) (i) All Rookie Contracts shall use the standard-form Player Contract described in Article 4 and set forth in Appendix A of this Agreement and may contain minimum offseason workout per diem commencing in the contract's second season. Rookie Contracts for players drafted in round one shall contain the Fifth-Year Option described in Section 7 below. Rookie Contracts for players drafted in rounds two through seven shall contain the Proven Performance Escalator described in Section 4 below. A Rookie Contract may also contain non-compensation terms relating to: (1) player appearances/promotions; (2) workers' compensation issues; (3) waivers of Club liability for preexisting injuries/physical conditions; (4) forfeiture of compensation and/or of guarantees to the extent permitted in Article 4; (5) deduction or repayment of advanced non-guaranteed year-one Paragraph 5 Salary; (6) insurance policies; (7) tax implications; (8) confidentiality (subject to Article 26); (9) the severability of unenforceable contract terms; (10) legal/contractual interpretation issues; (11) representations and warranties that at the time the contract is executed, no circumstances exist that would prevent the player's continuing availability to the Club for the duration of the contract; (12) waiver of a Club's right to enforce any of the terms of Paragraph 3 of the NFL Player Contract; and (13) waiver of a Club's rights regarding the designations of, or the Required Tender amounts

for, Franchise or Transition Players. With the sole exception of the compensation terms that appear in Subsection (b) above, the other permissible terms that appear in this Subsection, and, if applicable, the Proven Performance Escalator in Section 4 and the Fifth-Year Option in Section 7 of this Article, any other contract terms will be deemed null and void ab initio unless the parties to this Agreement agree otherwise.

(ii) Without limitation on any other operation or interpretation of Section 3(c) of this Article (Other Permissible Terms), any Rookie Contracts executed on or after April 24, 2018 may not contain any individually negotiated provision that:

(A) grants a Club the unilateral right to convert any form of Salary to signing bonus (i.e., “automatic conversion” provisions are prohibited);

(B) conditions a player’s entitlement to earn any performance incentive described in Section 6 of this Article (Performance Incentives) upon (i) being in a particular roster category (e.g., Active/Inactive, Reserve/Injured, etc.) on any particular date; or (ii) the applicability or priority of statistical sources listed or enumerated in the contract provision;

(C) prohibits a player from performing services for any other team or in any other sport (i.e., “exclusive services” provisions are prohibited);

(D) prohibits a player from engaging in conduct that would constitute a violation of the NFL Anti-Tampering Policy by any NFL Club; or

(E) conditions the formation and binding effect of a player’s Rookie Contract upon his ability to pass a physical examination administered by the Club Physician; provided, however, that nothing shall prohibit a Club and a player from agreeing that the player’s entitlement to receive a signing bonus is subject to the player reporting to the Club and passing a physical examination.

(iii) The NFLMC will provide Clubs with the sample language set forth below, which Clubs may individually negotiate with players for inclusion in Rookie Contracts, and which the NFLPA agrees that it would not challenge if such language is included without modification or addition in a Rookie Contract; and Clubs and players remain free to negotiate other CBA-compliant language, but the NFLPA reserves its position that no other language would comply with this Agreement, and the NFLMC and the NFLPA reserve their respective rights concerning the enforceability of any other non-compensation terms in such contracts:

(A) Deduction and Setoff: In addition to any other deductions permitted by the NFL Collective Bargaining Agreement and this Contract, Player hereby expressly authorizes and directs Club to deduct from any payment coming due to Player under this Contract all or any part of: (i) any advance of non-guaranteed year-one Paragraph 5 Salary made to Player; and (ii) any charges incurred by Player for goods and services provided by Club, e.g., without limitation game tickets, mail services, and any similar items. Player shall provide Club with written notice (email to the Club’s payroll department shall suffice) of any dispute regarding such charges, which shall be resolved within three business days. The assignment and/or termination of Player’s Contract shall not result in waiver of Club’s right to seek to recover the full amount of any such advanced salary or reimbursement for such goods or services;

(B) Marketing and Endorsements: Player acknowledges that Club has significant relationships with sponsors and media partners. Player shall work and cooperate with

Club to support and enhance those relationships as provided herein, and shall participate in media and sponsorship activities as follows:

(1) Player and Club agree to work with one another in good faith, as reasonably requested by Club, with respect to Club media and marketing activities and, where Player reasonably determines it is appropriate and possible to do so, Player agrees to use all reasonable efforts to pursue media and marketing relationships with Club's sponsors and media partners;

(2) Player shall also, in cooperation with Club, use all reasonable efforts to pursue media and marketing agreements with Club sponsors and media partners, before commencing negotiations with any competitor of any Club sponsor or media partner. If Player does not reach a mutually acceptable commercial agreement with a Club sponsor or media partner after engaging in good faith negotiations to reach such an agreement, or such negotiations are determined in good faith to be futile, Player shall notify the Club, and shall thereafter be free to commence negotiations and reach agreements with competitors of the applicable Club sponsors or media partners;

(3) Player agrees not to engage in any sponsorship or endorsement activity, other than through Club, that would reasonably imply Club's sponsorship, approval or involvement, including by way of example, any use of any of Club's names, marks, logos, uniform designs or symbols;

(4) Player agrees to provide Club with the name and contact information of his Primary Marketing Representative and to keep the Club up to date with respect to any changes to his marketing representation;

(5) This paragraph (B) shall have no application to any current sponsorship, promotion, media or endorsement agreement of Player already in effect as of the date of this Contract, or as of the date of any assignment of this Player Contract by trade or waiver to another Club;

(6) In no event shall Player be obligated pursuant to this paragraph to engage in any marketing or media activity that Player reasonably determines is not in his best interests; provided, however, that player shall participate in all other marketing or media activities, as provided herein, as reasonably requested by Club;

(7) Player's obligations hereunder shall be subject to the provisions of the NFLPA Group Licensing Program; and

(8) The rights granted to Club under this paragraph are incremental to and shall not be construed to limit any other rights granted to Club under this Contract.

(C) Physical Examinations: Player agrees to undergo any physical examination requested in good faith by the Club Physician in connection with: (i) the treatment or rehabilitation of any football-related injury or any non-football-related injury or illness; or (ii) the purchase of any policy of insurance by club, the NFL, or Player to cover Player's inability to perform services required by his Player Contract, or any claim filed with the carrier under such policy;

(D) Medical Information and Treatment: Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club Physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this Contract and to

respond fully and in good faith when questioned by the Club Physician about such condition; and

(E) **Representations and Warranties:** By executing this Contract, Player hereby represents and warrants that, as of the date hereof, no circumstances exist that would prevent Player's continuing availability to the Club for the duration of this Contract, except as otherwise disclosed to Club in writing.

(iv) Nothing in Subsections 3(c)(ii) or (iii) of this Article will add to, subtract from, or alter in any way the terms of the standard NFL Player Contract.

(v) Reasonably prior to the initiation of a grievance or proceeding alleging a violation of Subsection 3(c) of this Article, the NFLMC and the NFLPA shall confer in person or by telephone to attempt to negotiate a resolution of the dispute.

(vi) With respect to Rookie Contracts executed prior to April 24, 2018, (i) any non-compensation term that is prohibited by Section 3(c)(ii) of this Article shall be deemed null and void ab initio; and (ii) the NFLMC and the NFLPA reserve their respective rights concerning the enforceability of any other non-compensation term in such contracts.

(vii) In any proceeding regarding the enforceability of any non-compensation term other than the terms that are alleged to be prohibited by Subsection 3(c)(ii), or authorized by Subsection 3(c)(iii), such provisions (i.e., Subsections 3(c)(ii) and (iii)) may not be referenced in any way in support of or in opposition to any argument that a non-compensation term is prohibited or authorized by Article 7, Section 3(c).

(d) **Prohibited Terms.** The following contract provisions are prohibited in a Rookie Contract: option bonuses, option exercise fees, option nonexercise fees, Salary advances (other than advances of non-guaranteed year-one Paragraph 5 Salary as described in Subsection (b)(iii)(3) above), voidable year(s) provisions, buybacks of voidable year(s) provisions, and any "contract within the contract" (i.e., terms and conditions of a contemplated superseding contract within the Rookie Contract).

(e) **25% Increase Rule.** No Rookie Contract may provide for an annual increase of more than 25% of the player's Year-One Rookie Salary unless such contract provides only for Paragraph 5 Salary equal to the then-applicable Minimum Active/Inactive Salary for each League Year of the Contract. By way of example, if a player drafted in the second round signs a four-year contract with a \$400,000 signing bonus, a \$500,000 Paragraph 5 Salary, and no performance incentives in his first season, the player's Year-One Rookie Salary will equal \$600,000, i.e., the prorated portion of his signing bonus (\$100,000) plus his Paragraph 5 Salary (\$500,000). Accordingly, the player's maximum annual increase in Rookie Salary may not exceed \$150,000 ( $\$600,000 \times 25\%$ ).

(f) **All Salary Included in Calculations.** All Rookie Salary shall count toward the Total Rookie Compensation Pool, the Year-One Rookie Compensation Pool, the Club's Year-One Rookie Allocation, the Club's Total Rookie Allocation, and the 25% Increase Rule.

(g) **Signing Bonus Proration.** The total amount of any signing bonus, or amount treated as signing bonus, shall be prorated over the term of the Rookie Contract, with a maximum proration of four years, on a straight-line basis beginning in the first year of the player's contract, such that each contract year (excluding year five for players selected in round one of the draft) shall have an equal prorated amount, and such equal prorated amount shall count in the calculation of Rookie Salary and against the Total



Rookie Compensation Pool for that Draft class and the Club's Total Rookie Allocation in each League Year of the contract. The amount prorated in the player's first contract year shall count in the calculation of Year-One Rookie Salary and against the Year-One Rookie Compensation Pool for that Draft class and the Club's Year-One Rookie Allocation.

(h) **Guaranteed Rookie Salary.** Rookie Salary (excluding the performance incentives described in Section 6 below) may be guaranteed for skill, football-related injury and/or Salary Cap-related contract terminations, provided, however, that no player's Rookie Salary (excluding performance incentives) in his third League Year or fourth League Year (for Drafted Rookies) may be guaranteed for skill, football-related injury or Salary Cap-related contract termination unless the player's entire Rookie Salary (excluding performance incentives) has been similarly guaranteed (i.e., for the same type(s) of contract termination) in the immediately preceding year of the contract. By way of example, if a Drafted Rookie signs a four-year contract with Rookie Salary (excluding performance incentives) of \$1,000,000 in year one, \$1,250,000 in year two, \$1,500,000 in year three, and \$1,750,000 in year four, no portion of his year-four Rookie Salary may be guaranteed for skill and injury unless the player's full Rookie Salary (excluding performance incentives) for year two (\$1,250,000) and year three (\$1,500,000) is also guaranteed for skill and injury. For the avoidance of doubt, and by way of further example, a Club may guarantee year-four Rookie Salary for injury only when the Club also guarantees years two and three either just for injury, or for injury, skill, and Salary Cap-related termination.

(i) **No Contingencies.**

(i) A player's Rookie Salary, as well as all other mandatory or permissible contract terms (including, but not limited to, length of the contract and Salary guarantees), may not change based upon any contingency (e.g., without limitation, roster condition, offseason workout participation, playtime, honors, team or individual performance, the player's earning or not earning specific compensation, or the Club's decision to forgo the exercise of any contract rights). By way of example, if the player fails to earn a \$100,000 incentive applicable to the second year of his contract, the unearned amount cannot be added to a \$100,000 incentive applicable to the third year of his contract, thereby resulting in a \$200,000 incentive.

(ii) Without limitation on any other operation or interpretation of this Subsection 3(i), no Rookie Contract may contain any provision that: (1) any workout bonus is contingent upon the player participating in any minicamps and/or mandatory minicamps, timely reporting to training camp, and/or being on the roster at the start and/or end of the offseason workout program or on any particular date(s); (2) any roster bonus is contingent upon the player participating in any minicamps and/or mandatory minicamps, timely reporting to training camp, and/or completion of or any participation in the club's offseason workout program; and/or (3) any reporting bonus is contingent upon the player participating in any minicamps and/or mandatory minicamp, completion of or any participation in the club's offseason workout program, and/or being on the Club's roster at the start and/or end of the offseason workout program or on any particular date(s). The preceding prohibition applies regardless of the League Year in which the bonus and/or any contingency applies, and whether the bonus and any contingency are in the same League

Year or different League Years. The Commissioner shall disapprove pursuant to Subsection 2(j) above and Article 4, Section 6 of this Agreement, any Rookie Contract including any such provision.

(iii) Nothing in this Article is intended to limit the right of a Club and player to agree to circumstances in which roster, or reporting bonuses may be forfeitable in accordance with Article 4, Section 9, nor is anything in this Article is intended to limit provisions for Player Contracts other than Rookie Contracts. For the avoidance of doubt, nothing in this Article is intended to prohibit Clubs and players from agreeing to (1) the workout conditions that must be satisfied for a player to earn a workout bonus (e.g., percentage of workouts, etc.), (2) the roster condition and date that must be satisfied for a player to earn a roster bonus (e.g., Active/Inactive roster on the first day of the regular season), or (3) the date and time by which the player must report to the Club to earn a reporting bonus (e.g., timely reports to the first day of preseason training camp).

(j) **Release or Trade of Drafted Rookies.** (i) If a Drafted Rookie is released prior to signing a Player Contract (i.e., the Club withdraws its Tender), the Club's Year-One Rookie Allocation will be reduced by the released player's Year-One Minimum Allotment multiplied by the Year-One Rookie Compensation Pool. In the event that a Draft selection (i.e., a draft slot) is assigned to another Club prior to completion of the Draft, the amount of the Year-One Formula Allotment for such selection shall be assigned to the Club receiving the selection. A Club may not assign the exclusive negotiating rights to a Drafted Rookie to another Club if such new Club does not have Room under its Year-One Rookie Allocation equal to at least the original Year-One Minimum Allotment for the player multiplied by the Year-One Rookie Compensation Pool. The New Club will not receive any additional Room in its Year-One Rookie Allocation or Total Rookie Allocation.

(ii) If a Drafted Rookie is released by the drafting Club after signing his initial contract and such player re-signs with the same Club at any point during the League Year in which he was drafted, the signing Club may not enter into a contract with the player for more than the Year-One Rookie Salary set forth in the first year of the player's initial contract with the Club, less any amounts the player earned under his initial contract before his release, and the player's Contract cannot provide for an annual increase in Salary (as defined in Article 13) of more than 25% of the Year-One Rookie Salary in his initial Rookie Contract.

(k) **Renegotiations.**

(i) A Rookie Contract for a Drafted Rookie may not be renegotiated, amended or altered in any way until after the final regular season game of the player's third contract year.

(ii) A Rookie Contract for an Undrafted Rookie may not be renegotiated, amended or altered in any way until after the final regular season game of the player's second contract year.

(iii) For the avoidance of doubt, any permissible renegotiated or extended Player Contract shall not be considered a Rookie Contract, and shall not be subject to the rules that limit Rookie Contracts.

#### **Section 4. Proven Performance Escalator:**

(a) Subject to the phase-in rules and restrictions set forth in Subsection 4(c) below, the Proven Performance Escalator is mandatory for Rookies drafted in the second through seventh rounds. Rookies drafted in the first round and Undrafted Rookies are not eligible to earn the Proven Performance Escalator.

(b) The Proven Performance Escalator is a three-level (“Level One”, “Level Two”, and “Level Three”) non-negotiable amount by which an eligible player’s year-four Paragraph 5 Salary may escalate provided the player achieves the applicable qualifier set forth in Subsection (d) below. An eligible player who would otherwise qualify for more than one of the Level One, Level Two, and Level Three escalators shall receive only the highest such escalator. No player may receive more than one escalator. The Proven Performance Escalator shall be deemed a part of every Rookie Contract of a player selected in the second through seventh rounds by virtue of this Agreement and may not be separately attached to such Rookie Contract.

(c) Notwithstanding anything to the contrary in this Article and for the avoidance of doubt, the Proven Performance Escalator, as defined in Subsection 4(b) above, shall be subject to the following phase-in rules and restrictions:

(i) The Level One, Level Two and Level Three Proven Performance Escalators for Rookies drafted in the second round shall begin to apply to players who were selected in the 2018 Draft, such that any escalation of the player’s Paragraph 5 Salary shall occur in the 2021 League Year. Players who were selected in the second round of any Draft prior to the 2018 Draft are not eligible to earn the Level One, Level Two or Level Three Escalators.

(ii) The Level One Proven Performance Escalator for Rookies drafted in the third through seventh rounds shall begin to apply to players who were selected in the 2017 Draft, such that any escalation of the player’s Paragraph 5 Salary shall occur in the 2020 League Year.

(iii) The Level Two and Level Three Proven Performance Escalators for players selected in the third through seventh rounds shall begin to apply to players who were selected in the 2018 Draft, such that any escalation of the player’s Paragraph 5 Salary shall occur in the 2021 League Year. Players who were selected in the third through seventh rounds of any Draft prior to the 2018 Draft are not eligible to earn the Level Two or Level Three Escalators.

(d) **Qualifiers.**

(i) An eligible player selected in the second round will qualify for the Level One Proven Performance Escalator in his fourth League Year if: (1) he participated in a minimum of 60% of his Club’s offensive or defensive plays in any two of his first three regular seasons; or (2) he participated in a “cumulative average” of at least 60% of his Club’s offensive or defensive plays over his first three regular seasons (“Cumulative average” means the sum of the total number of offensive or defensive plays in which the player participated over the applicable seasons, divided by the sum of the Club’s offensive or defensive plays during the same seasons. By way of example, if a player participates in 450 of the Club’s 1,000 offensive plays in his first season, 650 of the Club’s 1,000 plays in his second season, and 700 of the Club’s 1,000 plays in his third season for a total of 1,800 plays out of a possible 3,000, the cumulative average would equal 60%).

(ii) An eligible player selected in the third through seventh rounds will qualify for the Level One Proven Performance Escalator in his fourth League Year if: (1) he participated in a minimum of 35% of his Club's offensive or defensive plays in any two of his first three regular seasons; or (2) he participated in a "cumulative average" of at least 35% of his Club's offensive or defensive plays over his first three regular seasons. "Cumulative average" means the sum of the total number of offensive or defensive plays in which the player participated over the applicable seasons, divided by the sum of the Club's offensive or defensive plays during the same seasons. By way of example, if a player participates in 250 of the Club's 1,000 offensive plays in his first season, 350 of the Club's 1,000 plays in his second season, and 450 of the Club's 1,000 plays in his third season for a total of 1,050 plays out of a possible 3,000, the cumulative average would equal 35%.

(iii) An eligible player selected in the second through seventh rounds will qualify for the Level Two Proven Performance Escalator in his fourth League Year if he participated in a minimum of 55% of his Club's offensive or defensive players in each of his first three regular seasons.

(iv) An eligible player selected in the second through seventh rounds will qualify for the Level Three Proven Performance Escalator in his fourth League Year if he was selected to one or more Pro Bowls on the original ballot in any of his first three seasons.

(e) **Amount.**

(i) For players selected in the 2017 Draft, the Level One Proven Performance Escalator under Subsection (d)(ii) above shall equal the difference between (i) the amount of the Restricted Free Agent Qualifying Offer for a Right of First Refusal Only as set forth in, or as calculated in accordance with, Article 9 for the League Year in such player's fourth season and (ii) the player's year-four Rookie Salary (excluding signing bonus and amounts treated as signing bonus). The resulting amount shall be added to the stated amount of the player's year-four Paragraph 5 Salary. By way of example, if a rookie drafted in round three of the 2017 Draft has a year-four Rookie Salary of \$2,150,000 (consisting of \$1,400,000 in Paragraph 5 Salary, \$600,000 in signing bonus proration, \$100,000 in an incentive, and a \$50,000 roster bonus), and the 2020 Restricted Free Agent Qualifying Offer for a Right of First Refusal Only equals \$2,125,000, then, upon achieving the qualifier, the player's stated Paragraph 5 Salary (\$1,500,000) shall increase by \$575,000 (i.e., \$2,125,000 minus (1) the \$1,400,000 Paragraph 5 Salary, (2) the \$100,000 incentive, and (3) the \$50,000 roster bonus). As a result, the player's total earnable Salary in the 2020 League Year (minus his signing bonus proration) shall be \$2,125,000, consisting of the player's \$1,975,000 Paragraph 5 Salary (as escalated), his \$100,000 incentive, and his \$50,000 roster bonus.

(ii) For players selected in the 2018 or any subsequent Draft, the Level One Proven Performance Escalator under Subsections (d)(i) and (ii) above shall equal the difference between (i) the dollar amount of the Restricted Free Agent Qualifying Offer for a Right of First Refusal and Draft Selection at Player's Original Draft Round as set forth in, or as calculated in accordance with, Article 9 for the League Year in such player's fourth season and (ii) the player's year-four Rookie Salary (excluding signing bonus and amounts treated as signing bonus). The resulting amount shall be added to the stated amount of the player's year-four Paragraph 5 Salary. By way of example, if a rookie drafted in round two of the 2018 Draft has a year-four Rookie Salary of \$2,550,000 (consisting of \$1,500,000 in Paragraph 5 Salary, \$900,000 in signing bonus proration, \$100,000 in an incentive, and a

\$50,000 roster bonus), and the 2021 Restricted Free Agent Qualifying Offer for a Right of First Refusal and Draft Selection at Player's Original Draft Round equals \$2,400,000, then, upon achieving the qualifier, the player's stated Paragraph 5 Salary (\$1,500,000) shall increase by \$750,000 (i.e., \$2,400,000 minus (1) the \$1,500,000 Paragraph 5 Salary, (2) the \$100,000 incentive, and (3) the \$50,000 roster bonus). As a result, the player's total earnable Salary in the 2021 League Year (minus his signing bonus proration) shall be \$2,400,000, consisting of the player's \$2,250,000 Paragraph 5 Salary (as escalated), his \$100,000 incentive, and his \$50,000 roster bonus.

(iii) The Level Two Proven Performance Escalator under Subsection (d)(iii) above shall equal the difference between (i) the dollar amount of the Restricted Free Agent Qualifying Offer for a Right of First Refusal and Draft Selection at Player's Original Draft Round as set forth in, or as calculated in accordance with, Article 9 for the League Year in such player's fourth season, plus \$250,000 and (ii) the player's year-four Rookie Salary (excluding signing bonus and amounts treated as signing bonus). The resulting amount shall be added to the stated amount of the player's year-four Paragraph 5 Salary. By way of example, if a rookie drafted in round two of the 2018 Draft has a year-four Rookie Salary of \$2,550,000 (consisting of \$1,500,000 in Paragraph 5 Salary, \$900,000 in signing bonus proration, \$100,000 in an incentive, and a \$50,000 roster bonus), and the 2021 Restricted Free Agent Qualifying Offer for a Right of First Refusal and Draft Selection at Player's Original Draft Round, plus \$250,000, equals \$2,650,000, then, upon achieving the qualifier, the player's stated Paragraph 5 Salary (\$1,500,000) shall increase by \$1,000,000 (i.e., \$2,650,000 minus (1) the \$1,500,000 Paragraph 5 Salary, (2) the \$100,000 incentive, and (3) the \$50,000 roster bonus). As a result, the player's total earnable Salary in the 2021 League Year (minus his signing bonus proration) shall be \$2,650,000, consisting of the player's \$2,500,000 Paragraph 5 Salary (as escalated), his \$100,000 incentive, and his \$50,000 roster bonus.

(iv) The Level Three Proven Performance Escalator under Subsection (d)(iv) above shall equal the difference between (i) the dollar amount of the Restricted Free Agent Qualifying Offer for a Right of First Refusal and One Second Round Draft Selection set forth in, or as calculated in accordance with, Article 9 for the League Year in such player's fourth season and (ii) the player's year-four Rookie Salary (excluding signing bonus and amounts treated as signing bonus). The resulting amount shall be added to the stated amount of the player's year-four Paragraph 5 Salary. By way of example, if a rookie drafted in round two of the 2018 Draft has a year-four Rookie Salary of \$2,550,000 (consisting of \$1,500,000 in Paragraph 5 Salary, \$900,000 in signing bonus proration, \$100,000 in an incentive, and a \$50,000 roster bonus), and the 2021 Restricted Free Agent Qualifying Offer for a Right of First Refusal and One Second Round Draft Selection equals \$3,900,000, then, upon achieving the qualifier, the player's stated Paragraph 5 Salary (\$1,500,000) shall increase by \$2,250,000 (i.e., \$3,900,000 minus (1) the \$1,500,000 Paragraph 5 Salary, (2) the \$100,000 incentive, and (3) the \$50,000 roster bonus). As a result, the player's total earnable Salary in the 2021 League Year (minus his signing bonus proration) shall be \$3,900,000, consisting of the player's \$3,750,000 Paragraph 5 Salary (as escalated), his \$100,000 incentive, and his \$50,000 roster bonus.

(f) The amount by which a player's Paragraph 5 Salary may increase pursuant to this section shall not be considered Rookie Salary and shall not count toward the Total Rookie Compensation Pool, the Club's Total Rookie Allocation, or the 25% Increase Rule.

(g) No portion of the Proven Performance Escalator may be guaranteed for skill, football-related injury or Salary Cap-related contract termination either before or after the player has achieved the qualifiers for the Escalator.

**Section 5. Additional Terms:**

(a) If, pursuant to Article 6, Section 2 and/or Article 10, Section 12, a Club has one or more Compensatory Draft Selections, an amount shall be added to the Club's Year-One Rookie Allocation, the Club's Total Rookie Allocation, the Total Rookie Compensation Pool, and the Year-One Rookie Compensation Pool, based upon a Year-One Formula Allotment to be agreed upon by the NFL and the NFLPA. In the event that a Club signs a Player Contract with a Drafted Rookie who was drafted in a prior League Year, an additional amount shall be added to that Club's Year-One Rookie Allocation, and to the Year-One Rookie Compensation Pool, equal to the lower of (i) the Player's Year-One Formula Allotment multiplied by the Year-One Rookie Compensation Pool in the League Year in which the player was drafted or (ii) the amount of unused Room under the Club's Year-One Rookie Allocation for the League Year in which the player was drafted. A corresponding amount shall also be added to that Club's Total Rookie Allocation and to the Total Rookie Compensation Pool, based upon the amount described above. Notwithstanding the above, the Drafted Rookie's Year-One Minimum Allotment multiplied by the Year-One Rookie Compensation Pool will continue to count against the Club's Year-One Rookie Allocation in the year the player was drafted.

(b) In the event that the NFL holds a Supplemental Draft in addition to its annual Draft, adjustments shall be made to the Total Rookie Compensation Pool, Year-One Rookie Compensation Pool, the Club's Total Rookie Allocation and the Club's Year-One Rookie Allocation as follows:

(i) The Rookie Allotment for a Supplemental Draft Selection shall be the same amount as the Rookie Allotment for that round and selection in that League Year's regular Draft. If any Club makes a selection in the Supplemental Draft, then that Club's Year-One Rookie Allocation shall be deemed increased by an amount equal to the Rookie Allotment for such selection, and the Year-One Rookie Compensation Pool and Total Rookie Compensation Pool for that League Year shall be deemed to have a corresponding increase.

(ii) For any such Supplemental Draft selection: (A) if the Rookie Allotment corresponding to where the Club would have been selecting in that round in the next League Year's Draft is less than the Rookie Allotment afforded the Club for that Supplemental Draft selection, then the difference shall be added to the Rookie Pool Bank calculated pursuant to Subsection 2(a)(iv) of this Article (so that, in a future League Year, the Year-One Rookie Compensation Pool can be decreased by that difference (thereby also reducing the Total Rookie Compensation Pool)); or (B) if the Rookie Allotment corresponding to where the Club would have been selecting in that round in the next League Year's Draft is greater than the Rookie Allotment afforded the Club for the Supplemental

Draft selection, then the difference shall be subtracted from the Rookie Pool Bank calculated pursuant to Subsection 2(a)(iv) of this Article (so that, in a future League Year, the Year-One Rookie Compensation Pool can be increased by that difference (thereby also increasing the Total Rookie Compensation Pool)); further provided that if there is otherwise no Rookie Pool Bank pursuant to Subsection 2(a)(iv) of this Article, then: (C) in any League Year prior to the Final League Year, the amount of the difference shall be placed in a “Supplemental Draft bank” as either a positive amount (in the case of a difference under (A) above) or a negative amount (in the case of a difference under (B) above) to be carried forward, with Interest, and applied to the Year-One Rookie Compensation Pool in the Final League Year unless the Parties agree otherwise; (D) in the Final League Year, the amount of any such difference shall be applied immediately to the Year-One Rookie Compensation Pool unless the Parties agree otherwise; and (E) provided further that the Year-One Rookie Compensation Pool in any League Year may not fall below the Minimum Year-One Pool Increase.

(iii) By way of hypothetical examples, if Club A selected a player in the Supplemental Draft in the 2019 League Year using the second selection in the second round, which had a Rookie Allotment of \$1,450,000, but the Club’s actual position in the 2020 Draft would have been the seventh selection in that round, which would have had a Rookie Allotment of \$1,400,000, then the Rookie Pool Bank would be increased by \$50,000. If Club B selected a player in the Supplemental Draft in the 2019 League Year using the twentieth selection in the third round, which had a Rookie Allotment of \$750,000, but the Club’s actual position in the 2020 Draft would have been the first selection in the third round, which would have had a Rookie Allotment of \$700,000, then the Rookie Pool Bank would be decreased by \$50,000. If either scenario occurred in the Final League Year, or in a year in which there was no Rookie Pool Bank, then the adjustment would instead be made as provided in Subsection (ii) above. For purposes of Subsections (i)-(iii) above, “Rookie Allotment” means the Year-One Formula Allotment for that selection multiplied by the Year-One Rookie Compensation Pool (excluding Compensatory Selections and one-third of the Undrafted Rookie Reservation).

(c) In the event that a player who was eligible for the NFL Draft in a prior League Year but who has never signed a Player Contract with a Club in a prior League Year (e.g., a player who signed a contract with another professional league before signing a Player Contract with a Club) receives offseason workout compensation pursuant to Article 21, Section 3 prior to the commencement of a Club’s Rookie Football Development Program, the cumulative amount of such daily compensation shall not count against the Club’s Year-One Rookie Compensation Pool or the Club’s Total Rookie Compensation Pool.

(d) In any League Year in which one or more expansion Teams enter the League, the amount of the Total Rookie Compensation Pool and the Year-One Rookie Compensation Pool shall be increased proportionally (e.g., by 1/32 for every Expansion Team added to a 32 Team League) to account for the additional Draft selections of any such expansion Teams.

(e) If a Club has a Rookie Football Development Program apart from its allowable minicamp(s) prior to its training camp, the following categories of per player

reimbursements or payments will not be counted against the Year-One Rookie Compensation Pool or the Total Rookie Compensation Pool: (1) one round trip airline ticket or its cash equivalent from the player's place of residence to the Club city and back, not to exceed \$2,500; (2) room and board or its equivalent of up to \$250 per day for the 2020-2025 League Years, and \$300 per day for the 2026-2030 League Years, up to a maximum of sixty days; (3) ground transportation to and from the player's place of residence in the Club's city to the Club's facility; and (4) daily amounts the player receives for any workouts or classroom instruction in which the player participates pursuant to the Club's Rookie Football Development Program or any voluntary or mandatory veteran minicamp, as provided in Article 22, Section 8(b) and Section 4 (c), respectively.

(f) Until a Drafted Rookie signs a Rookie Contract, the Year-One Minimum Allotment for that player multiplied by the Year-One Rookie Compensation Pool shall count against the Club's Year-One Rookie Allocation. If a Drafted Rookie accepts the Required Tender described in Article 6, Section 3, then the player must be paid in his first season at the rate of the Minimum Allotment multiplied by the Year-One Rookie Compensation Pool.

#### **Section 6. Performance Incentives:**

(a) Rookie Contracts for players selected in rounds one and two may contain performance incentives based upon achievement of an agreed-upon offensive or defensive regular season playtime percentage (calculated by dividing the player's total regular season plays (offensive or defensive) by the Club's total regular season plays) of at least (i) 35% in the first year of his initial contract or (ii) 45% in any subsequent year of such a contract. Rookie Contracts for players selected in rounds three through seven and Undrafted Rookies may contain performance incentives based upon achievement of an agreed-upon offensive or defensive regular season playtime percentage (calculated by dividing the player's total regular season plays (offensive or defensive) by the Club's total regular season plays) of at least (i) 15% in the first year of his initial contract or (ii) 30% in any subsequent year of such a contract. Any performance incentive for less than the offensive or defensive playtime percentages described above or based upon the achievement of any other statistic or honor is prohibited.

(b) All performance incentives shall be considered Rookie Salary, shall count at the highest possible earnable amount for each League Year the incentive is applicable, and will be included in the 25% Increase Rule, Year-One Rookie Salary (if applicable), the Total Rookie Compensation Pool, the Year-One Rookie Compensation Pool (if applicable), the Club's Total Rookie Allocation, and the Club's Year-One Rookie Allocation (if applicable).

(c) Performance incentives may be earned only based upon playtime in the current League Year and may not be guaranteed for skill, injury or Salary Cap-related contract terminations.

(d) Performance incentives may not be modified, nullified, or created by achievement of or failure to achieve other incentives.

(e) Unearned performance incentives in a current year may not be carried forward into future years. Earned performance incentives may not negate future year performance incentives or create additional incentives.



(f) A player's achievement of an incentive may not determine or affect whether he will or may achieve any performance incentive in a subsequent season.

(g) Performance incentives based upon individual performance for ranking on the Club or in the League, Division or Conference (e.g., leading the Club in offensive playtime) are prohibited.

(h) A performance incentive must be based only upon a specific numerical playtime amount. For example, an incentive may provide for a player to receive a bonus if he participates in 40% of his Club's offensive plays, but it may not provide for the player to receive the performance incentive if he improves in playtime over a prior season.

(i) For any Rookie Contract that is executed during the term of this Agreement, players and Clubs may agree to include the Performance Incentive described in this Section.

**Section 7. Fifth-Year Option for First Round Selections:**

(a) **Exercise Period.** A Club has the unilateral right to extend from four years to five years the term of any Rookie Contract of a player selected in the first round of the Draft (the "Fifth-Year Option"). To do so, the Club must give written notice to the player after the final regular season game of the player's third season but prior to May 3 of the following League Year (i.e., year four of the contract). Any notice required or permitted to be given by a Club to a player under this Section shall be sent either by personal delivery, or by overnight mail, or by electronic mail in .pdf form, in each case a confirmation copy shall also be sent by first class mail, addressed as follows:

(i) **To the player** (for overnight and first class mail): to his address on file with the Club, or if no such address is on file with the Club, to any address where the Club reasonably expects the player to be located.

(ii) **To the NFLPA:**

(a) Mailing Address (for overnight and first class mail):

NFL Players Association  
63 Gene Upshaw Place  
1133 20<sup>th</sup> Street, NW  
Washington, DC 20036  
Attention: Mark Levin

(b) Electronic Mail Address (in .pdf form required):

Mark.Levin@nflpa.com

(iii) **To the NFL:**

(a) Mailing Address (for overnight and first class mail):

National Football League  
345 Park Avenue  
New York, NY 10154

(b) Electronic Mail Address (.pdf form required):

nflwaivers@nfl.com

Any written notice required or permitted to be given by a Club to a player under this Subsection shall be deemed given when sent by the Club.

(b) **Compensation Terms.** The Fifth-Year Option is a non-negotiable, standard fixed Paragraph 5 Salary calculated pursuant to Subsections (e), (f), and (g) below. Any compensation terms other than the player's Paragraph 5 Salary described in Subsections (e), (f), and (g) below are prohibited.

(c) **Automatic Inclusion.** The terms and conditions of the Fifth-Year Option shall, if exercised, be as set forth below. The Fifth-Year Option shall also contain all permissible non-compensation terms from the player's year-four contract carried forward unchanged. The Fifth-Year Option shall be deemed a part of every Rookie Contract of a player selected in the first round by virtue of this Agreement and may not be separately attached to such Rookie Contract.

(d) **Prohibited Terms Related to the Option.** In a Rookie Contract, there may be no option bonuses, option exercise fees, nonexercise fees, option buyout amounts or any other form of payment that vests as a result of the Club either (i) exercising the Fifth-Year Option, or (ii) declining to exercise the Fifth Year Option. For example, no amount contracted for or paid to the player for years one through four of his Rookie Contract may be contingent upon the exercise or nonexercise of the Fifth-Year Option. The Club may not waive its unilateral right to exercise or not to exercise the Fifth Year Option.

(e) **Fifth-Year Option for First Ten Selections in Round One of the 2016 and 2017 Drafts.**

(i) For a Drafted Rookie selected with one of the first ten overall picks in the 2016 or 2017 Drafts, the Paragraph 5 Salary for the player's Fifth-Year Option shall equal the Transition Tender that applies in the League Year that is the fourth year of the Rookie's Contract (as calculated pursuant to Article 10, Section 4) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum off-season workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option.

(ii) For any player drafted with any selection (1-32) in the first round of the 2016 or 2017 Drafts, the entire Paragraph 5 Salary for the Fifth-Year Option shall be guaranteed for injury-related termination only, effective upon the Club's exercise of the Option. The entire Paragraph 5 Salary for the Fifth-Year Option shall be guaranteed for skill, injury, and Salary Cap-related termination if the player is on his Club's active roster (Active List) at the start of the player's fifth League Year (i.e., the option year).

(iii) The Fifth-Year Option Paragraph 5 Salary for any player drafted with any selection (1-32) in the first round of the 2016 or 2017 Drafts shall not be considered Rookie Salary and will not count against the Total Rookie Compensation Pool, or against the Club's Total Rookie Allocation, or for purposes of the 25% Increase Rule.

(f) **Fifth-Year Option for All Other Selections in Round One of the 2016 and 2017 Drafts.**

(i) For any other Drafted Rookie selected in round one of the 2016 or 2017 Drafts, the Paragraph 5 Salary for the player's Fifth-Year Option shall equal an amount

that would apply in the fourth League Year of the Rookie Contract if one calculated the Transition Tender for that League Year by using the same methodology as set forth in Article 10, Section 4, but using the applicable third through twenty-fifth highest Salaries (as “Salary” is defined in Article 10) (as opposed to the ten highest Salaries) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum offseason workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option.

(ii) For any player drafted with any selection (1-32) in the first round of the 2016 or 2017 Drafts, the entire Paragraph 5 Salary for the Fifth-Year Option shall be guaranteed for injury-related termination only, effective upon the Club’s exercise of the Option. The entire Paragraph 5 Salary for the Fifth-Year Option shall be guaranteed for skill, injury, and Salary Cap-related termination if the player is on his Club’s roster at the start of the player’s fifth League Year (i.e., the option year).

(iii) The Fifth-Year Option Paragraph 5 Salary for any player drafted with any selection (1-32) in the first round of the 2016 or 2017 Drafts shall not be considered Rookie Salary and will not count against the Total Rookie Compensation Pool, or against the Club’s Total Rookie Allocation, or for purposes of the 25% Increase Rule.

**(g) Fifth-Year Option for All Selections in Round One of the 2018 and Subsequent Drafts.**

(i) For a Drafted Rookie selected in the first round of the 2018 or any subsequent Draft, who is not selected to a Pro Bowl on the original ballot during any of his first three seasons and who did not (1) participate in a minimum of 75% of his Club’s offensive or defensive plays in any two of his first three regular seasons; or (2) participate in a “cumulative average” of at least 75% of his Club’s offensive or defensive plays over his first three regular seasons; or (3) participate in a minimum of 50% of his Club’s offensive or defensive plays in each of his first three regular seasons, the Paragraph 5 Salary for the player’s Fifth-Year Option shall equal an amount that would apply in the fourth League Year of the Rookie Contract if one calculated the Transition Tender for that League Year by using the same methodology as set forth in Article 10, Section 4, but using the applicable third through twenty-fifth highest Salaries (as “Salary” is defined in Article 10) (as opposed to the ten highest Salaries) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum offseason workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option. “Cumulative average” means the sum of the total number of offensive or defensive plays in which the player participated over the applicable seasons, divided by the sum of the Club’s offensive or defensive plays during the same seasons.

(ii) For a Drafted Rookie selected in the first round of the 2018 or any subsequent Draft who is not selected to a Pro Bowl on the original ballot during any of his first three seasons but who (1) participated in a minimum of 75% of his Club’s offensive or defensive plays in any two of his first three regular seasons; or (2) participated in a “cumulative average” of at least 75% of his Club’s offensive or defensive plays over his first three

regular seasons; or (3) participated in a minimum of 50% of his Club's offensive or defensive plays in each of his first three regular seasons, the Paragraph 5 Salary for the player's Fifth-Year Option shall equal an amount that would apply in the fourth League Year of the Rookie Contract if one calculated the Transition Tender for that League Year by using the same methodology as set forth in Article 10, Section 4, but using the applicable third through twentieth highest Salaries (as "Salary" is defined in Article 10) (as opposed to the ten highest Salaries) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum offseason workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option. "Cumulative average" means the sum of the total number of offensive or defensive plays in which the player participated over the applicable seasons, divided by the sum of the Club's offensive or defensive plays during the same seasons.

(iii) For a Drafted Rookie selected in the first round of the 2018 or any subsequent Draft who is selected to one, but not more than one, Pro Bowl on the original ballot during any of his first three seasons, the Paragraph 5 Salary for the player's Fifth-Year Option shall equal the Transition Tender that applies in the League Year that is the fourth year of the Rookie's Contract (as calculated pursuant to Article 10, Section 4) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum offseason workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option.

(iv) For a Drafted Rookie selected in the first round of the 2018 or any subsequent Draft who is selected to two or more Pro Bowls on the original ballot during any of his first three seasons, the Paragraph 5 Salary for the player's Fifth-Year Option shall equal the Franchise Tender that applies in the League Year that is the fourth year of the Rookie's Contract (as calculated pursuant to Article 10, Section 2) for players at the same position (using the categories in Article 10, Section 7(a)) at which the Rookie participated in the most plays during his third League Year. No other Salary (other than the minimum offseason workout per diem and compensation for community relations/sponsor appearances or promotional activities (subject to the maximum amounts permitted in Section 3(b)(iv) above)) is permitted for the Fifth-Year Option.

(v) For any Drafted Rookie selected in the first round of the 2018 or any subsequent Draft, the entire Paragraph 5 Salary for the Fifth-Year Option shall become guaranteed for skill, injury, and Salary Cap-related termination, effective upon the Club's exercise of the Option. In the event that the entire Paragraph 5 Salary for the fourth year of the player's Rookie Contract is not guaranteed for skill, injury, and Salary Cap-related termination, the non-guaranteed amount shall become guaranteed for skill, injury, and Salary-Cap related termination effective upon the Club's exercise of the Option. Upon exercise of the Option, the above-described guarantees shall be subject to the terms and conditions of any pre-existing individually negotiated non-compensation term in year four of the player's contract relating to the forfeiture of guarantees (also referred to as "void provisions" in this Subsection for the sake of convenience), to the extent permitted in

Article 4, Section 9(g) (“Voiding of Guarantees”). In addition to applying to the previously non-guaranteed amount in the fourth League Year of the player’s contract, the year-four guarantee void provision shall be carried forward to, and shall be applicable to, the player’s Paragraph 5 Salary in the fifth League Year of his contract (the “option year”) unchanged except to the extent necessary to effect the enforceability of such provisions (e.g., without limitation, changes regarding the applicable contract year of such provisions and the amount of the year-five guarantee). Any such changes shall be deemed to have been automatically made effective upon the Club’s exercise of the Option. The year-four guarantee, which is applicable to both: (i) the previously non-guaranteed amount of a player’s year-four Paragraph 5 Salary; and (ii) the player’s Paragraph 5 Salary in the option year, shall be void if the player breaches the terms and conditions of that guarantee: (i) at any time in the fourth League Year of the player’s contract after the Option has been exercised; or (ii) at any time in the fifth League Year of the player’s contract after the Option has been exercised. By way of example, without limitation to other examples, if a player’s year-four Paragraph 5 Salary is \$4 million, of which \$3 million is guaranteed upon contract execution for Skill, Injury, and Salary Cap-related termination subject to an individually negotiated void provision, and the player’s Paragraph 5 Salary for his Fifth-Year Option is \$9 million, and the Club elects to exercise that Option on May 2 of the contract’s fourth League Year, then the previously non-guaranteed \$1 million of the player’s year-four Paragraph 5 Salary and the full \$9 million of the player’s Paragraph 5 Salary in the fifth League Year would become guaranteed for Skill, Injury, and Salary Cap-related termination upon exercise of the Club’s Option, subject to the individually negotiated void provision applicable to the \$3 million Paragraph 5 Salary guarantee, which void provision would become applicable to the previously non-guaranteed amount of the player’s year-four Paragraph 5 Salary, and would carry forward, and become applicable to, the \$9 million Paragraph 5 Salary guarantee in the option year. If at any time after the Fifth-Year Option is exercised on May 2 of the fourth year of the contract, including at any time during the fifth League Year, the player breaches the terms and conditions of the guarantee, then the guarantee applicable to the previously non-guaranteed amount of the player’s year-four Paragraph 5 Salary of \$1 million and the \$9 million Paragraph 5 Salary in the option year shall automatically be null and void. For the avoidance of doubt, in this example the \$3 million that was guaranteed upon contract execution for skill, injury and Salary Cap-related termination (i.e., not as the result of the Club’s exercise of the Option as described above) shall at all times remain subject to the terms of the provision in the player’s Rookie Contract relating to the voiding of that year-four guarantee. For the avoidance of doubt, in the event that guarantee has voided as the result of a prior breach of its terms and conditions, the entire amount of the player’s Paragraph 5 Salary in year four shall become guaranteed for skill, injury, and Salary Cap-related termination upon exercise of the Option, subject to the further terms and conditions of this Subsection.

(vi) The Fifth-Year Option Paragraph 5 Salary for any player drafted with any selection (1-32) of the first round of the 2018 or any subsequent Draft shall not be considered Rookie Salary and will not count against the Total Rookie Compensation Pool, or against the Club’s Total Rookie Allocation, or for purposes of the 25% Increase Rule.

(h) **Breach.** (i) Notwithstanding anything to the contrary in Article 42 or Article 4, after the Club has exercised its Fifth-Year Option for any player selected in the first

round of the 2016 or any subsequent Draft, any unexcused late reporting to or absence from preseason training camp by a player in the fifth League Year of his contract (the option year) shall subject the player to a fine of \$40,000 per day for the 2020-2025 League Years and \$45,000 per day for the 2026-2030 League Years, plus one week's regular season salary for each preseason game missed. For purposes of this Subsection, Preseason Training Camp shall be defined as the period beginning with the mandatory reporting date for that player through the Sunday immediately preceding the first game of the NFL regular season. For the sake of clarity and the avoidance of doubt, the Progressive Discipline requirement set forth in Article 42, Section 1(a) shall not apply to any fine under this Subsection.

(ii) Nothing in this Section (h) shall preclude a player selected in the first round of the 2016 or any subsequent Draft and a Club from agreeing to contract provisions relating to the forfeiture of Salary earnable in any League Year prior to the player's option year, subject to the restrictions set forth in Article 4, Section 9.

**Section 8. Salary Cap Treatment:** For purposes of Team Salary under the Salary Cap, Rookie Contracts shall be valued pursuant to Article 13, Section 7, provided that any performance incentives (as described in Section 6 of this Article) in year one of the Rookie Contract shall be deemed "likely to be earned."

**Section 9. Rookie Redistribution Fund:**

(a) In each League Year of this Agreement other than the 2020 League Year, the NFL and the NFLPA shall create a fund known as the Rookie Redistribution Fund (the "Fund") that will be treated in the same manner as any other Player Benefit Cost, provided that the NFLPA provides the NFL with notice prior to the issuance of the Initial Special Purpose Letter that the NFLPA desires to have the Fund and indicates the amount of the Fund. The maximum amount of this Fund shall be \$64 million for the 2021 League Year. The maximum amount of the Fund shall increase in each subsequent League Year by the annual rate of growth of the Year-One Rookie Compensation Pool, except that for the 2026 League Year, the maximum amount of the Fund shall increase by the annual rate of growth of the Year-One Rookie Compensation Pool, plus \$32 million. In any League Year in which there is a Fund and there are seventeen regular season games, the Fund shall be used to fund the Additional Game Check, as defined under Article 26, Section 1(c). In each League Year in which there is a Fund, the remaining amount of the Fund (less any amount used to fund the Additional Game Check in accordance with the immediately preceding sentence, if applicable) shall be distributed in a proportion to be determined by the NFLPA: (i) to fund a performance-based compensation pool as agreed upon by the parties; (ii) for the 2026 League Year or any subsequent League Year, to fund a benefit for players whose stated Paragraph 5 Salaries in the such League Year are Minimum Salaries, as defined under Article 26, Section 1(a) and (b) of this Agreement; provided, however, that the NFL and the NFLPA must first agree upon the distribution formula; or (iii) for any other new Benefit for current or retired players as agreed upon by the parties. Set forth in the table below are examples, without limitation to any other examples, of the effect that various distributions would have upon the calculation of the Salary Cap under a hypothetical Player Cost Amount of \$230 million assuming: (i) the maximum Fund amount

equals \$64 million; and (ii) that projected Player Benefit Costs other than the Fund equal \$30 million per Club:

Scenario	Declared Fund	Required Distribution (per-Club)	Player Benefit Costs (per-Club)	Salary Cap	Player Cost Amount
A	\$0	\$0	\$30,000,000	\$200,000,000	\$230,000,000
B	\$32,000,000	\$1,000,000	\$31,000,000	\$199,000,000	\$230,000,000
C	\$64,000,000	\$2,000,000	\$32,000,000	\$198,000,000	\$230,000,000

**ARTICLE 8**  
**VETERANS WITH FEWER THAN THREE ACCRUED SEASONS**

***Section 1. Accrued Seasons Calculation:***

(a) For the purposes of calculating Accrued Seasons under this Agreement, a player shall receive one Accrued Season for each season during which he was on, or should have been on, full pay status for a total of six or more regular season games (which shall include any games encompassed in any injury settlement, injury grievance settlement or injury grievance award), but which, irrespective of the player's pay status, shall not include games for which the player was on: (i) the Exempt Commissioner Permission List, (ii) the Reserve PUP List as a result of a nonfootball injury, or (iii) a Club's Practice Squad.

(b) A player shall not receive an Accrued Season for any League Year in which the player is under contract to a Club and in which (i) he failed to report to the Club's preseason training camp on that player's mandatory reporting date; or (ii) the player thereafter failed to perform his contract services for the Club for a material period of time, unless he demonstrates to the Impartial Arbitrator extreme personal hardship causing such failure to report or perform, such as severe illness or death in the family. The determination of the Impartial Arbitrator shall be made within thirty days of the application by the player, and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

***Section 2. Negotiating Rights of Players with Fewer Than Three Accrued Seasons:***

Any Veteran with fewer than three Accrued Seasons whose contract has expired may negotiate or sign a Player Contract only with his Prior Club, if before the first day of the League Year after the expiration of his contract, his Prior Club tenders the player a one year Player Contract with a Paragraph 5 Salary of at least the Minimum Active/Inactive List Salary applicable to that player. A player receiving such a Tender shall be known as an "Exclusive Rights Player." If the Prior Club has not by that date made the Required Tender or later withdraws such Tender, the player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.



**ARTICLE 9**  
**VETERAN FREE AGENCY**

**Section 1. Unrestricted Free Agents:**

(a) Subject to the provisions of Section 5 below and of Article 10, any player with four or more Accrued Seasons shall, at the expiration of his Player Contract, become an Unrestricted Free Agent. Such player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, subject to the signing period set forth below.

(b) **Signing Period.** (i) In the event that an Unrestricted Free Agent has not signed a Player Contract with a Club by July 22 or the first scheduled day of the first NFL training camp, whichever is later, in the League Year following the expiration of his last Player Contract, he may negotiate or sign a Player Contract from July 22 until the Tuesday following the tenth week of the regular season, at 4:00pm New York time, only with his Prior Club, provided that the Prior Club by the Monday immediately following the final day of the NFL Draft for that League Year has tendered to the player a one year Player Contract of at least 110% of either (a) his Prior Year Salary (if his expiring Player Contract is not a Player Contract he entered into as a Rookie), or (b) his Paragraph 5 Salary (if his expiring Player Contract is a Player Contract he entered into as a Rookie, without renegotiation), in each case with all other terms of his contract identical to his prior year's contract (the "UFA Tender"). For the purposes of this Subsection, "Prior Year Salary" means the total of the Paragraph 5 Salary, roster and reporting bonuses, pro-rata portion of signing bonus, and other payments to players in compensation for the playing of professional football for the last year of the player's most recently negotiated Player Contract, except for performance bonuses other than roster and reporting bonuses. Prior Year Salary shall also include any unrepaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate.

(ii) If an Unrestricted Free Agent described in Subsection 1(b)(i) above has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00pm New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

(iii) If an Unrestricted Free Agent does not play in the NFL for the remainder of a League Year pursuant to Subsection 1(b)(ii) above, commencing the first day of the following League Year, the player shall be free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(iv) An NFLPA Certified Contract Advisor representing any player who will become an Unrestricted Free Agent at the end of a League Year upon expiration of the

player's contract with his current Club, shall be permitted to communicate directly with front office officials (excluding the Head Coach and all other members of the Club's coaching staff) of any or all new NFL Clubs regarding contract negotiations during the 48-hour period immediately prior to the start of the next League Year (the "Two Day Negotiating Period"). During this period, the player's Certified Contract Advisor may negotiate all aspects of the NFL Player Contract; provided however that the player may not execute an NFL Player Contract until 4:00 p.m., New York time, on the first day of the new League Year, when the player's contract expires.

(v) Any player who will become an Unrestricted Free Agent at the end of a League Year upon expiration of the player's contract with his current Club, and who is not then represented by an NFLPA Certified Contract Advisor ("Unrepresented Player"), shall be permitted to communicate directly with front office officials (excluding the Head Coach and all other members of the Club's coaching staff) of any or all new NFL Clubs regarding contract negotiations during the Two Day Negotiating Period. During this period, the player shall have the same communication rights with such persons as in the provision that permits Contract Advisors to discuss contract matters with new Clubs, as set forth in Subsection 1(b)(iv) above. A player shall be considered an "Unrepresented Player" if he is not under contract with a Contract Advisor prior to the start of a League Year and he submits written verification of such status to the NFL and NFLPA no later than five (5) days prior to the start of that League Year. The player may not thereafter hire a Contract Advisor until a period of five (5) days after the start of that League Year, unless he withdraws his request to be designated as an "Unrepresented Player" in writing to the NFL and NFLPA prior to contacting any new Clubs.

(c) In the event that an Unrestricted Free Agent has not signed a Player Contract with a Club by the Monday immediately following the final day of the NFL Draft for that League Year following the expiration of his last Player Contract, and if his Prior Club has not by that date tendered to the player a one year Player Contract in accordance with the requirements of Subsection 1(b)(i) above, or has withdrawn the Tender, the player shall continue to be an Unrestricted Free Agent and shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(d) An Unrestricted Free Agent shall not be subject to any limitations on the period of time before which he may qualify as an Unrestricted Free Agent again, or to any limitations on the number of times he may be an Unrestricted Free Agent.

(e) Promptly upon but no later than two business days after the signing of any Unrestricted Free Agent to a Player Contract, the signing Club shall notify the NFL, which shall notify the NFLPA of such signing.

## **Section 2. Restricted Free Agents:**

(a) **Definition.** Any Veteran player with three Accrued Seasons, but fewer than four Accrued Seasons shall, at the expiration of his last Player Contract during such period, become a Restricted Free Agent. Any such player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to

negotiate and sign a Player Contract with any such player, subject to the restrictions set forth in this Article.

(b) **Qualifying Offers.** (i) In order to receive the following specified Rights of First Refusal and/or Draft Choice Compensation with respect to a Restricted Free Agent, the Prior Club of a Restricted Free Agent must tender the player a Qualifying Offer on or before the first date of the Restricted Free Agent Signing Period, as follows (all amounts applicable for the 2020 League Year only):

(1) Right of First Refusal Only: one year Player Contract with Paragraph 5 Salary of at least \$2,025,000, increased by the percentage increase (if any) in the Salary Cap in the 2020 League Year over the 2019 League Year;

(2) Right of First Refusal and Draft Selection at Player's Original Draft Round: one year Player Contract with a Paragraph 5 Salary of at least (a) \$2,025,000, increased by the percentage increase (if any) in the Salary Cap in the 2020 League Year over the 2019 League Year, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged (this Subsection is subject to the rules of Subsection (c) below);

(3) Right of First Refusal and One Second Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$3,095,000, increased by the percentage increase (if any) in the Salary Cap in the 2020 League Year over the 2019 League Year, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged; and

(4) Right of First Refusal and One First Round Draft Selection: one year Player Contract with a Paragraph 5 Salary of at least (a) \$4,407,000, increased by the percentage increase (if any) in the Salary Cap in the 2020 League Year over the 2019 League Year, or (b) 110% of the player's prior year's Paragraph 5 Salary, whichever is greater; in addition, if option (b) applies, all other terms of the player's prior year contract are carried forward unchanged.

(ii) In the 2021 League Year, the dollar amounts specified in Subsection 2(b)(i) above shall increase by the following:

(1) The dollar amount specified in Subsection 2(b)(i)(1) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year.

(2) The dollar amount specified in Subsection 2(b)(i)(2) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$50,000.

(3) The dollar amount specified in Subsection 2(b)(i)(3) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$125,000.

(4) The dollar amount specified in Subsection 2(b)(i)(4) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$125,000.

(iii) In the 2022 League Year, the resulting dollar amounts from the calculations specified in Subsections 2(b)(ii)(1)-(4) above shall increase by the following:

(1) The dollar amount specified in Subsection 2(b)(ii)(1) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year.

(2) The dollar amount specified in Subsection 2(b)(ii)(2) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$50,000.

(3) The dollar amount specified in Subsection 2(b)(ii)(3) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$125,000.

(4) The dollar amount specified in Subsection 2(b)(ii)(4) above shall increase by the percentage increase (if any) in the Salary Cap over the prior League Year, plus \$125,000.

(iv) Beginning in the 2023 League Year, the resulting dollar amounts from the calculations specified in Subsections 2(b)(iii)(1)-(4) above shall increase annually by the percentage increase (if any) in the Salary Cap over the prior League Year.

(c)(i) Notwithstanding Subsection 2(b)(i) above, in the event that a Prior Club tenders any of its Restricted Free Agents originally selected in a draft round lower than the first round a Qualifying Offer that requires Draft Choice Compensation of one first round selection (the “(c)(i) Upgraded Tender”), the Prior Club shall only be eligible to receive Draft Choice Compensation of one second round selection for any of its Restricted Free Agents originally selected in the first round of the Draft, unless such Restricted Free Agents have each received a Qualifying Offer of at least the amount of the (c)(i) Upgraded Tender.

(ii) Notwithstanding Subsection 2(b)(i) above, in the event that a Prior Club tenders any of its Restricted Free Agents originally selected in a draft round lower than the second round a Qualifying Offer that requires Draft Choice Compensation of one second round selection (the “(c)(ii) Upgraded Tender”), the Prior Club shall only be eligible to receive Draft Choice Compensation of one third round selection for any of its Restricted Free Agents originally selected in the second round of the Draft, unless such Restricted Free Agents have each received a Qualifying Offer of at least the amount of the (c)(ii) Upgraded Tender.

(d) In the event a Prior Club withdraws its Qualifying Offer, the Restricted Free Agent shall immediately become a Free Agent and shall be completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with any such player, without being subject to First Refusal, Draft Choice Compensation, Signing Period, or any other limitation of any kind.

(e) **Signing Period.** The dates of the period in which Restricted Free Agents shall be free to negotiate and sign a Player Contract with any Club (the “Signing Period”) shall be agreed upon by the NFL and the NFLPA by the previous September 1, but in no event may such Signing Period be less than thirty-five days, nor may it end later than five days before the Draft for that League Year, unless the parties agree otherwise.

(f)(i) In the event that a Restricted Free Agent has not signed a Player Contract with a Club within the Signing Period in the League Year following the expiration of his last Player Contract, and if the Prior Club has not withdrawn the Qualifying Offer, the Prior Club shall be the only Club with which the player may negotiate or sign a Player Contract for that League Year. If the player’s Qualifying Offer is greater than 110% of the

player's prior-year Paragraph 5 Salary (with all other terms of his prior year contract carried forward unchanged), the Club may withdraw the Qualifying Offer on June 15 and retain its rights under the preceding sentence, so long as the Club immediately tenders the player a one year Player Contract of at least 110% of his prior-year Paragraph 5 Salary (with all other terms of his prior year contract carried forward unchanged) (the "June 15 Tender"). Notwithstanding the foregoing, for any Restricted Free Agent subject to the Right of First Refusal Only Tender under Subsection 2(b)(i)(1) above who has not signed a Player Contract with a Club within the Signing Period, in order to be subject to the June 15 Tender, the Prior Club must by June 1 tender to such Restricted Free Agent a one-year Player Contract of at least 110% of his prior-year Paragraph 5 Salary (with all other terms of his prior-year contract carried forward unchanged) or extend the Subsection 2(b)(i)(1) Tender, whichever is greater (the "June 1 Tender").

(ii) If a Restricted Free Agent described in Subsection 2(b)(i) above has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00pm New York time, the player shall not play football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application, and shall consider all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

(iii) If a Restricted Free Agent does not play in the NFL in a League Year, his Prior Team shall have the right to tender such player any Qualifying Offer consistent with Section 2(b) prior to the next League Year's Restricted Free Agent Signing Period. In the event such a Qualifying Offer is tendered, the Prior Team shall have the applicable rights regarding such player according to such Tender, and such player shall have the same rights regarding negotiations with other Clubs as he had the previous League Year.

(g) A Restricted Free Agent receiving the Tender provided for in Sections 2(b)(i)(2)–(4) shall have the option of accepting a one-year NFL Player Contract for 110% of his Prior Year Paragraph 5 Salary (with all other terms of his prior year contract carried forward unchanged) in lieu of a Player Contract for the applicable alternative amount specified in the aforementioned Sections, if he so wishes, regardless of which Player Contract is for a greater amount.

(h) In the event that a Restricted Free Agent has not signed a Player Contract with a Club, and if his Prior Club withdraws the Qualifying Offer or June 1 or June 15 Tender, as applicable, such player shall be completely free to negotiate and sign a Player Contract with any Club, and any Club may negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(i) Promptly upon but no later than two business days after the signing of any Restricted Free Agent to a Player Contract, or the extending to any Restricted Free Agent of a Qualifying Offer, the signing or extending Club shall notify the NFL, which shall notify the NFLPA of such signing or offer.

(j) Draft Choice Compensation under this Article shall be due in that League Year's Draft unless the Offer Sheet is received by the Prior Club later than two days before

that League Year's Draft, in which case Draft Choice Compensation shall be due in the following League Year's Draft.

(k) Notwithstanding the foregoing, in the event that the Prior Club of a Restricted Free Agent has tendered the player a Qualifying Offer in an amount at least \$500,000 greater than that required by Subsection 2(b)(i)(4) above, then the Club shall have a Right of First Refusal and Draft Choice Compensation of One First Round Selection and any provision in an Offer Sheet to such player waiving or limiting the New Club's ability to designate the player as a Franchise Player or Transition Player in the future shall not be a Principal Term, and therefore need not be included in a contract formed with the Prior Club as a result of matching such Offer Sheet (but shall be included in a contract formed with the New Club as a result of the Prior Club not matching such an Offer Sheet).

### **Section 3. Offer Sheet and Right of First Refusal Procedures:**

(a) **Offer Sheets.** When a Restricted Free Agent receives an offer to sign a Player Contract from any Club (the "New Club") other than the Prior Club, which offer the player desires to accept, he shall give to the Prior Club a completed certificate substantially in the form of Appendix B, attached hereto (the "Offer Sheet"), signed by the Restricted Free Agent and the New Club, which shall contain the "Principal Terms" (as defined below) of the New Club's offer. The New Club and the player must specifically identify in the Offer Sheet those provisions they believe are Principal Terms. The Prior Club, within five days from the date it receives the Offer Sheet, may exercise or not exercise its Right of First Refusal, which shall have the legal consequences set forth below.

(b) **First Refusal Exercise Notice.** If the Prior Club gives the Restricted Free Agent a "First Refusal Exercise Notice" substantially in the form of Appendix C, attached hereto, within five days from the date the Prior Club receives an Offer Sheet, but not later than one day before the Draft (unless the parties agree otherwise), such Restricted Free Agent and the Prior Club shall be deemed to have entered into a binding agreement, which they shall promptly formalize in a Player Contract, containing (i) all the Principal Terms (subject to Subsection (e) below); (ii) those terms of the NFL Player Contract not modified by the Principal Terms; and (iii) such additional terms, not less favorable to the player than those contained in the Offer Sheet as may be agreed upon between the Restricted Free Agent and the Prior Club.

(c) **No First Refusal Exercise Notice.** If the Prior Club does not give the Restricted Free Agent the First Refusal Exercise Notice within the applicable period, the player and the New Club shall be deemed to have entered into a binding agreement, which they shall promptly formalize in a Player Contract, containing (i) all the Principal Terms; (ii) those terms of the NFL Player Contract not modified by the Principal Terms; and (iii) such additional terms, not less favorable to the Restricted Free Agent than those contained in the Offer Sheet, as may be agreed upon between the Restricted Free Agent and the New Club (subject to Section 5 below), and the Restricted Free Agent's Prior Club shall receive from the New Club the Draft Choice Compensation, if any, specified in Section 2 above of this Article. Any Club that does not have available, in the upcoming Draft, the selection choice or choices (its own or better choices in the applicable rounds) needed to provide Draft Choice Compensation in the event of a timely First Refusal Exercise Notice may not sign an Offer Sheet in such circumstances. The player and the New Club may not

renegotiate such Player Contract to reduce the Salary in such contract until after the end of the first regular season covered by the Contract. Neither the player nor the New Club may exercise an option in such Player Contract that reduces Salary in the first League Year of such contract until after the end of the first regular season covered by the Contract.

(d) **One Offer Sheet.** There may be only one Offer Sheet signed by a Restricted Free Agent outstanding at any one time, provided that the Offer Sheet has also been signed by a Club. An Offer Sheet, before or after it is given to the Prior Club, may be revoked or withdrawn only by the Clubs upon the written consent of the Restricted Free Agent. In either of such events, the Restricted Free Agent shall again be free to negotiate and sign a Player Contract with any Club, and any Club shall again be free to negotiate and sign a Player Contract with such Restricted Free Agent, subject to the Prior Club's continued Right of First Refusal and/or Draft Choice Compensation as described in this section.

(e) **Principal Terms.** For the purposes of this Article (and Article 10), the Principal Terms of an Offer Sheet shall include only:

(i) Salary, which shall consist only of (a) the fixed and specified dollar amounts the New Club will pay, guarantee or lend to the Restricted Free Agent and/or his designees (currently and/or as deferred compensation in specified installments on specified dates) in consideration for his services as a football player under the Player Contract (i.e., signing bonus, Paragraph 5 Salary, and reporting and roster bonuses); and (b) Salary that is variable and/or is subject to calculation only upon the following bases: (1) based upon the performance of the Club extending the Offer Sheet (only those incentives which are "likely to be earned" by the player if he enters into a Player Contract with the New Club, pursuant to Subsection (c) above, must be matched by the Prior Club for the purpose of exercising a Right of First Refusal, and such incentives may not exceed 15% of the Salary in the Offer Sheet); and (2) League honors listed in Exhibit C to Article 13; and

(ii) Any modifications of and additions to the terms contained in the NFL Player Contract requested by the Restricted Free Agent and acceptable to the New Club, that relate to non-compensation terms (including guarantees, no-cut provisions, and no-trade provisions) of the Restricted Free Agent's employment as a football player (which shall be evidenced either by a copy of the NFL Player Contract, marked to show changes, or by a written brief summary contained in or attached to the Offer Sheet).

(iii) Notwithstanding Subsections (i) and (ii) above, no Offer Sheet may contain a Principal Term that would create rights or obligations for the Old Club that differ in any way (including but not limited to the amount of compensation that would be paid, the circumstances in which compensation would be guaranteed, or the circumstances in which other contractual rights would or would not vest) from the rights or obligations that such Principal Term would create for the Club extending the Offer Sheet (i.e., no "poison pills").

(f) **No Property or Investments.** A Club may not offer any item of property or investments other than Salary as part of the Principal Terms contained in an Offer Sheet.

(g) **Incentives.** For those incentives which are based on Club performance, only those incentives which are "likely to be earned" by the player if he enters into a Player

Contract with the New Club, pursuant to Subsection (c) above, must be matched by the Old Club for the purpose of exercising a Right of First Refusal.

(h) **No Consideration Between Clubs.** There may be no consideration of any kind given by one Club to another Club in exchange for a Club's decision to exercise or not to exercise its Right of First Refusal, or in exchange for a Club's decision to submit or not to submit an Offer Sheet to a Restricted Free Agent or to make or not to make an offer to enter into a Player Contract with a Restricted Free Agent. Nothing in this Subsection shall preclude a Prior Club from entering into a Player Contract with a player subject to a Tender, and subsequently trading that player under that Player Contract to another Club. With respect to a trade involving any non-exclusive rights player subject to a Tender or Qualifying Offer who is a Nonexclusive Franchise Player or a Restricted Free Agent who is subject to a Qualifying Offer with Draft Choice Compensation, the following restrictions shall apply: (i) the Clubs may not agree to draft choice consideration that is greater than the draft choice compensation specified for the Tender or Qualifying Offer; (ii) the trade may not include the acquisition of another player's Player Contract; and (iii) the player and the NFLPA must approve in advance any such trade that takes place during the Signing Period. With respect to a trade involving any non-exclusive rights player subject to a Tender or Qualifying Offer who is a Transition Player, or a Restricted Free Agent who is subject to a Qualifying Offer for a Right of First Refusal Only, the player and the NFLPA must approve in advance any such trade that takes place during the Signing Period. The provisions of this Subsection (h) shall not apply to a trade involving any player who is subject to a Tender or Qualifying Offer that provides for exclusive negotiating rights for the Prior Club (i.e., an Exclusive Franchise Player or an "Exclusive Rights Player," as defined in Article 8, Section 2 of this Agreement). If a Club exercises its Right of First Refusal and matches an Offer Sheet, that Club may not trade that player to the Club that submitted the Offer Sheet for at least one calendar year, unless the player consents to such trade.

(i) **NFL Only.** No Right of First Refusal rule, practice, policy, regulation, or agreement, including any Right of First Refusal applicable to any Restricted Free Agent or Transition Player pursuant to Article 10 below, may apply to the signing of a Player Contract with, or the playing with, any club in any professional football league other than the NFL by any Restricted Free Agent (except as agreed by the player in the circumstances set forth in Section 5 below). This prohibition applies to any Right of First Refusal described in this Agreement (except as described in Section 5 below).

(j) **No Assignment.** No Right of First Refusal may be assigned to any other Club (except as provided in Article 6, Section 7 or as agreed by the player in the circumstances set forth in Section 5 below). This prohibition applies to any Right of First Refusal described in this Agreement (except as described in Section 5 below), including any Right of First Refusal with respect to Restricted Free Agents, Transition Players, or Drafted Rookies described in Article 6, Section 5.

(k) **Copies.** Promptly upon but no later than two business days after the giving of an Offer Sheet to the Prior Club, the Restricted Free Agent shall cause a copy thereof to be given to the NFL, which shall notify the NFLPA. Promptly upon but no later than two business days after the giving of a First Refusal Exercise Notice to the Restricted Free Agent, the Prior Club shall cause a copy thereof to be given to the NFL,



which shall notify the NFLPA. At any time after the giving of an Offer Sheet to a Prior Club, the NFL may require the New Club to cause a copy thereof to be given to the NFL and the NFLPA.

(l) **Disputed Offer Sheet.** In the event of any dispute regarding whether a term in an Offer Sheet is or is not a Principal Term that must be matched, including any dispute regarding whether a term is an impermissible poison pill designed to discourage or prohibit the Prior Club from exercising a Right of First Refusal, the dispute shall be presented to the Impartial Arbitrator for expedited resolution under Section 4 below. The Impartial Arbitrator shall identify all of the terms that would have to be matched by the Prior Club, and the Prior Club shall have two days after such decision in which to exercise its Right of First Refusal.

**Section 4. Expedited Arbitration:** An expedited arbitration before the Impartial Arbitrator, whose decision shall be final and binding upon all parties, shall be the exclusive method for resolving the disputes set forth in this Section. If a dispute arises between the player and either the Prior Club or the New Club, as the case may be, relating to their respective obligations to formalize their binding agreements created under Subsections 3(b) or (c) above, or as to whether the binding agreement is between the Restricted Free Agent and the New Club or the Restricted Free Agent and the Prior Club, such dispute shall immediately be submitted to the Impartial Arbitrator, who shall resolve such dispute within ten (10) days but in no event later than two (2) days before the Draft. The Impartial Arbitrator shall not have the power to terminate any such binding agreement; he shall have the power only to direct the parties to formalize such binding agreement into a Player Contract in accordance with the Principal Terms of the applicable Offer Sheet, as interpreted by the Impartial Arbitrator.

**Section 5. Individually Negotiated Limitations on Player Movement:**

(a) All individually negotiated limitations on player movement are prohibited, except as specifically provided as follows:

(i) If a Restricted Free Agent has been tendered a Qualifying Offer of (a) Paragraph 5 Salary of at least the applicable amount stated in Section 2(b)(i)(1) above or (b) at least 110% of his prior year's Paragraph 5 Salary, whichever is greater (in each case with all other terms of his prior year contract carried forward), and the Qualifying Offer is fully guaranteed for skill and injury, the Restricted Free Agent and his Prior Club may negotiate and contract for an individual Right of First Refusal with respect to the services of such player.

(ii) Any Unrestricted Free Agent shall be permitted to negotiate and contract for an individual Right of First Refusal with any Club with respect to the services of such player.

(iii) Any player (other than a Free Agent) with fewer than three Accrued Seasons is prohibited from negotiating any individual limitations on his movement in his Player Contract or otherwise, and all Clubs are prohibited from negotiating any such limitations with such players.

(iv) Any player that is designated a Franchise Player or a Transition Player may not negotiate and contract for an individual Right of First Refusal with any Club.

(v) Any individual Right of First Refusal that is negotiated and contracted for pursuant to Subsections (i) and (ii) above shall be void and unenforceable unless it is specified in a separate document signed by such player in the form annexed hereto as Appendix D, acknowledging such player's waiver of the express right that Free Agents have under this Agreement to be free of any Right of First Refusal restriction on their freedom of movement.

(b) Rights of First Refusal negotiated pursuant to this Section 5 may be traded or assigned as part of a player's contract.

**Section 6. Notices, Etc.:**

(a) Any Offer Sheet, First Refusal Exercise Notice, or other writing required or permitted to be given under this Article 9 or Article 10, shall be sent either by personal delivery or by overnight mail, or by electronic mail in .pdf form, in each case a confirmation copy shall also be sent by first class mail, addressed as follows:

(i) To any NFL Club: addressed to that Club at the principal address of such Club as then listed on the records of the NFL or at the Club's principal office, to the attention of the Club's president or general manager;

(ii) To the NFL: 345 Park Avenue, New York, NY 10154 to the attention of the Executive Vice President Labor & League Counsel;

(iii) To a Restricted Free Agent: to his address listed on the Offer Sheet and, if the Restricted Free Agent designates a representative on the Offer Sheet and lists such representative's address thereon, a copy shall be sent to such representative at such address; and

(iv) To the NFLPA: 63 Gene Upshaw Place, 1133 20th Street, NW, Washington, DC 20036.

(b) An Offer Sheet shall be deemed given only when received by the Prior Club. A First Refusal Exercise Notice, a Qualifying Offer and any other writing required or permitted under Article 9 or Article 10 shall be deemed given when sent by the Prior Club.

(c) Subject to Article 17, Section 1, the NFL shall have the right to prepare and circulate to all Clubs two lists containing, respectively, no more than the name, address, Social Security number, telephone number, college, position, Team, Right of First Refusal and/or any Draft Choice Compensation of each and every player who shall or has become (i) an Unrestricted Free Agent; (ii) a Restricted Free Agent, as of the end of the League Year, or as of the first date of the Signing Period, respectively, and no other list relating to Free Agents ("Free Agent Lists"). The NFL shall also have the right to prepare lists with the same information identifying players who are subject to a Franchise or Transition Tender, or who were eligible for but did not receive a Restricted Free Agent or Exclusive Rights Player Qualifying Offer. Information shall not be selectively withheld for some players but not others. If one or more Free Agent Lists are so circulated, copies thereof shall be sent to the NFLPA.

**ARTICLE 10**  
**FRANCHISE AND TRANSITION PLAYERS**

**Section 1. Franchise Player Designations:** Except as set forth in Section 9 below, each Club shall be permitted to designate one of its players who would otherwise be an Unrestricted Free Agent as a Franchise Player each season during the term of this Agreement. The player so designated may be one who would otherwise be a Restricted Free Agent. Except as set forth in Section 2(a)(i) below, any Club that designates a Franchise Player shall be the only Club with which such Franchise Player may negotiate or sign a Player Contract during the period the player is so designated, notwithstanding the number of his Accrued Seasons. The period for Clubs to designate Franchise Players will begin on the twenty-second day preceding the first day of the new League Year and will end at 4:00 pm New York time on the eighth day preceding the first day of the new League Year.

**Section 2. Required Tender for Franchise Players:**

(a) Except as provided in Subsection (b) below, any Club that designates a Franchise Player shall on the date the designation is made notify the player and the NFLPA which one of the following two potential required tenders the Club has selected:

(i) **Nonexclusive Franchise Tender.** The Nonexclusive Franchise Tender shall be a one year NFL Player Contract for (A) the average of the five largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) below) at which the Franchise Player participated in the most plays during the prior League Year, which average shall be calculated by: (1) summing the amounts of the Franchise Tags for players at that position for the five preceding League Years; (2) dividing the resulting amount by the sum of the Salary Caps for the five preceding League Years; and (3) multiplying the resulting percentage by the Salary Cap for the upcoming League Year (e.g., when calculating the Tender for the 2020 League Year, dividing the aggregate sum of the Franchise Tags for players at that position for the 2015–2019 League Years by the aggregate sum of the Salary Caps for the 2015–2019 League Years and multiplying the result by the amount of the Salary Cap for the 2020 League Year) (the “Cap Percentage Average”) (See Appendix E for an illustrative example); or (B) 120% of his Prior Year Salary, whichever is greater; if the Club extends the Tender pursuant to this Subsection (a)(i), the player shall be permitted to negotiate a Player Contract with any Club as if he were a player subject to Section 5 below, except that Draft Choice Compensation of two first round draft selections shall be made with respect to such player in the event he signs with the New Club, and the Signing Period for such player shall be determined under Section 15 below. For purposes of this Subsection, the “Franchise Tag” is the average of the five largest Prior Year Salaries (e.g., the Franchise Tag for the 2020 League Year equals the average of the five largest Salaries for the 2019 League Year for players at that position); or

(ii) **Exclusive Franchise Tender.** The Exclusive Franchise Tender shall be a one year NFL Player Contract for (A) the average of the five largest Salaries in Player Contracts for that League Year as of the end of the Restricted Free Agent Signing Period that League Year, as set forth in Article 9, Section 2(e), for players at the position (within the categories set forth in Section 7(a) below) at which he participated in the most plays

during the prior League Year, or (B) the amount of the Required Tender under Subsection (a)(i) above, whichever is greater.

(b) Any Club that designates a player as a Franchise Player for the third time shall, on the date the third such designation is made, be deemed to have tendered the player a one-year NFL Player Contract for the greater of: (A) the average of the five largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) below) with the highest such average; (B) 120% of the average of the five largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) below) at which the player participated in the most plays during the prior League Year; or (C) 144% of his Prior Year Salary. (By way of example, a kicker designated as a Franchise Player for the third time in the 2020 League Year would have a Required Tender equal to the greater of: (i) the average of the five largest 2019 Salaries for quarterbacks; (ii) 120% of the average of the five largest 2019 Salaries for kickers; or (iii) 144% of the player's own 2019 Salary.) If the Club designates the player as a Franchise Player for the third time, the designating Club shall be the only Club with which the player may negotiate or sign a Player Contract. In lieu of designating such a player as a Franchise Player for the third time, any Club may designate such player as a Transition Player pursuant to Section 3 below.

(c) If a player subject to a Franchise Player designation accepts the Required Tender, the resulting Player Contract shall be fully guaranteed if the player's contract is terminated because of lack of comparative skill; as a result of an injury sustained in the performance of his services under his Player Contract; and/or due to a Club's determination to create Room for Salary Cap purposes. For purposes of this Subsection only, any contract termination due to the failure of the player to establish or maintain his excellent physical condition will be subject to review of a neutral physician appointed by the parties, whose physical findings will be conclusive in any arbitration proceeding relating to the physical condition of the player at the time of the exam, provided that such exam takes place within twenty (20) days of the contract termination.

(d) Any of the Required Tenders set forth in this Section 2 may be withdrawn at any time, but if such Tender is withdrawn, the player immediately becomes an Unrestricted Free Agent and thereafter is completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with any such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

(e) For the purposes of this Article, "Salary" means the total of the Paragraph 5 Salary (reduced proportionately if the contract is entered into after the first regular season game), roster and reporting bonuses, pro-rata portion of signing bonus, and other payments to players in compensation for the playing of professional football for the applicable year of the player's most recently negotiated Player Contract, except for performance bonuses other than roster and reporting bonuses. Salary shall also include any unrepaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate. "Prior Year Salary" means the Salary (as defined in this Subsection) for the last League Year of the player's most recently negotiated Player Contract.

(f) The calculation of any five largest Prior Year Salaries shall include any Player Contract resulting from acceptance of a Tender for the Prior Year pursuant to Section 2(a)(i) or (a)(ii) above, provided that the player played during the Prior League Year pursuant to the Tender, but shall not include the amount of any term of a Player Contract renegotiated after the Monday of the tenth week of the regular season of the Prior League Year that provides for an unearned incentive to be treated as signing bonus.

(g) The calculation of any five largest Salaries for the current League Year as of the end of the Restricted Free Agent signing period pursuant to Section 2(a)(ii) above shall include any Player Contract resulting from acceptance of any Tender for the Prior League Year pursuant to Section 2(a)(i) or (a)(ii) above, provided that the player played during the Prior League Year pursuant to the Tender, but shall not include (i) any Player Contract amount resulting from a renegotiation of an existing Player Contract between the time of the designation and any applicable later date or (ii) the amount of any term of a Player Contract renegotiated after the Monday of the tenth week of the regular season of the Prior League Year that provides for an unearned incentive to be treated as signing bonus.

(h) If a Franchise Player receives a Nonexclusive Franchise Player Tender pursuant to Section 2(a)(i) above, any provision in an Offer Sheet to such player waiving or limiting the New Club's ability to designate the player as a Franchise Player or Transition Player in the future shall not be a Principal Term, and therefore need not be included in a contract formed with the Prior Club as a result of matching such an Offer Sheet (but shall be included in a contract formed with the New Club as a result of the Prior Club not matching such an Offer Sheet). This Subsection (h) shall not apply to a player who was designated as a Transition Player in lieu of designated as a Franchise Player, pursuant to Section 3(a) below, or to any other Transition Player.

(i) The definition of a "signing bonus" for this Article is the same as that in Article 13. The pro rata portion of such signing bonuses includes prorated amounts from prior Player Contracts; the Salary Cap acceleration rules for unamortized signing bonus amounts do not apply to the calculation of the Franchise and Transition Tenders.

(j) For purposes of calculating the minimum Tenders to Franchise and Transition players under this Article, if the present value of any deferred Paragraph 5 amount (as defined in Article 13, Section 6(a)(ii)) is at least \$100,000 less than the initial Paragraph 5 amount (before being present valued), then the present value amount shall be used.

(k) Any Club designating a Franchise Player shall have until 4:00 p.m., New York time, on July 15 of the League Year (or, if July 15 falls on a Saturday or Sunday, the first Monday thereafter) for which the designation takes effect to sign the player to a multi-year contract or extension. After that date, the player may sign only a one-year Player Contract with his Prior Club for that season, and such Player Contract may not be extended until after the Club's last regular season game of that League Year.

### **Section 3. Transition Player Designations:**

(a) In each League Year during the term of this Agreement, each Club shall be permitted to designate one player who would otherwise be an Unrestricted Free Agent or Restricted Free Agent as a Transition Player in lieu of designating a Franchise Player, if such Franchise Player designation is available to such Club, in addition to the Transition

Player designation permitted by the immediately preceding sentence, during the same designation period as the Franchise Player designation period. The period for Clubs to designate Transition Players will begin on the twenty-second day preceding the first day of the new League Year and will end at 4:00 p.m. New York time on the eighth day preceding the first day of the new League Year.

(b) Any Club that designates a Transition Player shall receive the Rights of First Refusal specified in this Article notwithstanding the number of his Accrued Seasons. Any Transition Player shall be completely free to negotiate and sign a Player Contract with any Club during the period from the first day of the League Year following the expiration of his last player contract to July 22, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs of any kind, subject only to the Prior Club's Right of First Refusal described in this Article.

**Section 4. Required Tender for Transition Players:**

(a) Any Club that designates a Transition Player shall be deemed on the first day of the League Year following the expiration of the player's last contract to have automatically tendered the player a one year NFL Player Contract for (A) the Cap Percentage Average of the ten largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) below) at which the Transition Player participated in the most plays during the prior League Year, which Average shall be calculated using the methodology as in Section 2(a)(i)(A) above; or (B) 120% of his Prior Year Salary, whichever is greater. The Tender may be withdrawn at any time, but if such Tender is withdrawn, the player immediately becomes an Unrestricted Free Agent and thereafter is completely free to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without any penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period. For purposes of this Subsection, the "Transition Tag" for any League Year is the average of the ten largest Prior Year Salaries for players at that position (e.g., the Transition Tag for the 2020 League Year equals the average of the ten largest Salaries for the 2019 League Year for players at that position).

(b) The calculation of any ten largest Prior Year Salaries pursuant to Section 4(a) above shall include any Player Contract amount resulting from acceptance of a Tender for the Prior Year pursuant to Section 2(a)(i), 2(a)(ii) or 4(a) above, provided that the player played the Prior League Year pursuant to such Tender, but shall not include the amount of any term of a Player Contract renegotiated after the Monday of the tenth week of the regular season of the Prior League Year that provides for an unearned incentive to be treated as signing bonus.

(c) If a player subject to a Transition Player designation accepts the Required Tender, the resulting Player Contract shall be fully guaranteed if the player's contract is terminated because of lack of comparative skill; as a result of an injury sustained in the performance of his services under his Player Contract; and/or due to a Club's determination to create Room for Salary Cap purposes. For purposes of this Subsection only, any contract termination due to the failure of the player to establish or maintain his excellent physical condition will be subject to review of a neutral physician appointed by the parties,

whose physical findings will be conclusive in any arbitration proceeding relating to the physical condition of the player at the time of the exam, provided that such exam takes place within twenty (20) days of the contract termination.

**Section 5. Right of First Refusal for Transition Players:** Any player designated as a Transition Player shall, at the expiration of his prior year Player Contract, be permitted to negotiate a Player Contract with any Club. When the Transition Player negotiates such an offer with a New Club, which the player desires to accept, he shall give to the Prior Club a completed Offer Sheet, signed by the player and the New Club, which shall contain the Principal Terms (as defined in Article 9) of the New Club's offer. Subject to procedures set forth in Article 9 Section 3(l) regarding disputed Offer Sheets, the Prior Club, within five (5) days from the date it receives the Offer Sheet, may exercise or not exercise its Right of First Refusal, which shall have the consequences set forth in Sections 3(b)–(h), 4 and 6 of Article 9 above, except that no Draft Choice Compensation shall be made with respect to such player, and, for the purposes of those provisions, the player and each Club shall otherwise have the same rights and obligations as for a Restricted Free Agent.

**Section 6. Lists:** On each date following the dates set forth in Sections 1 and 3 above, the NFL shall provide to the NFLPA a list of each Unrestricted Free Agent designated as a Franchise Player or a Transition Player.

**Section 7. Salary Information:**

(a) On or before August 1 of each League Year during the term of this Agreement, the NFL and the NFLPA shall agree on the list of the twenty-five largest Prior Year Salaries for players at the following positions: Quarterback, Running Back, Wide Receiver, Tight End, Offensive Line, Defensive End, Interior Defensive Line, Linebacker, Cornerback, Safety, and Kicker/Punter.

(b) No later than ten days after the last day of the Restricted Free Agent Signing Period in each League Year during the term of this Agreement, the NFL shall compile and disclose to the NFLPA a list of each of the ten and five largest Salaries for players at the positions set forth in Subsection (a) above which shall be utilized for calculating the applicable average Salaries of players at such positions as of the last day of the Restricted Free Agent Signing Period (including the amount of Salary in any executed Offer Sheets).

(c) Any dispute concerning the identity and Salaries of players included within each player position category, or any other matter regarding these figures, shall be submitted to and resolved by the Impartial Arbitrator during the period from August 1 to November 1, or within twenty-five days after the last day of the Restricted Free Agent Signing Period, respectively. The Impartial Arbitrator shall make an independent determination in writing. In arriving at his determination, the Impartial Arbitrator shall consider any relevant information furnished to him, and shall be provided access to all relevant Player Contracts. The Impartial Arbitrator's determination shall be final and binding upon all parties.

**Section 8. No Assignment:** No Club may assign or otherwise transfer to any other Club the exclusive negotiating rights or any Right of First Refusal it may have for any Franchise

Player, nor any Right of First Refusal it may have for any Transition Player, nor any designation rights it may have.

**Section 9. Franchise Player Designation Period:** A Club may designate a Franchise Player only during the periods and in the numbers specified in Section 1 above; otherwise, the Club's right to such designation expires. However, a Club may designate a player to whom the Club has rights as a Franchise Player with respect to any first future League Year during the term of this Agreement for which such player is anticipated to be an Unrestricted Free Agent. For any such players, the Club shall be deemed on the first day of the first future League Year in which the designation takes effect to have automatically tendered the player a one year NFL Player Contract for (A) the applicable Cap Percentage Average of the five largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) above at which he participated in the most plays during the prior League Year), calculated using the methodology set forth in Section 2(a)(i)(A) above or (B) 120% of the player's Prior-Year Salary, whichever is greater, except as provided in Section 2(b) above. If a Club designates a player pursuant to this Section 9, the Club shall be deemed to have used the Franchise Player designation in Section 1 above for the year in which the designation takes effect; provided, however, that if a player designated to become the Franchise Player in the future retires, suffers a career-ending injury (or an injury that prevents the player from participating in 32 consecutive regular season games in any League Year in which 16 regular season games are played, or 34 consecutive regular season games in any League Year in which 17 regular season games are played), is unavailable for the season due to non-injury circumstances beyond the control of the Club, or is assigned to another Club (other than through the waiver system) before such designation is exercised, the Club shall be entitled to designate a new Franchise Player for that League Year. Any dispute as to whether an injury is career-ending or prevents or will prevent a player from playing in 32 consecutive games in any League Year in which 16 regular season games are played, or 34 consecutive regular season games in any League Year in which 17 regular season games are played shall be decided by the Impartial Arbitrator.

**Section 10. Transition Player Designation Period:** A Club may designate a Transition Player (or players) only during the periods and in the numbers specified in Section 3 above; otherwise, the Club's right to such designation expires. However, a Club may designate a player to whom the Club has rights as a Transition Player with respect to any first future League Year during the term of this Agreement for which such player becomes an Unrestricted Free Agent; any such future designation exhausts the Club's designation right (and does not move to any other Club) even if the player moves to another Club, as a Restricted Free Agent or via waivers, before he would have become an Unrestricted Free Agent with the designated Club. For any such players, the Club shall be deemed on the first day of the first future League Year in which the designation takes effect to have automatically tendered the player a one year NFL Player Contract for (A) the applicable Cap Percentage Average of the ten largest Prior Year Salaries for players at the position (within the categories set forth in Section 7(a) above at which he participated in the most plays during the prior League Year)) using the methodology set forth in Section 2(a)(i)(A) above; or (B)



120% of the player's Prior Year Salary, whichever is greater. If a player designated to become a Transition Player in the future retires, suffers a career-ending injury (or an injury that prevents the player from participating in 32 consecutive regular season games in any League Year in which 16 regular season games are played, or 34 consecutive regular season games in any League Year in which 17 regular season games are played), is unavailable for the season due to non-injury circumstances beyond the control of the Club, or is assigned to another Club (other than through the waiver system) before such designation is exercised, the Prior Club shall be entitled to designate a new Transition Player for that League Year. If a Prior Club becomes entitled to designate a new Transition Player pursuant to this Section 10, the prior Club may designate the new Transition Player for that League Year during the period prescribed by Section 3(a) above, in the League Year prior to the League Year in which the player initially designated would have become a Transition Player. Any dispute as to whether an injury is career-ending or prevents or will prevent a player from playing in 32 consecutive games in any League Year in which 16 regular season games are played, or 34 consecutive regular season games in any League Year in which 17 regular season games are played shall be decided by the Impartial Arbitrator.

**Section 11. Other Terms:** For the purposes of this Article, the Required Tenders of a one-year Player Contract for at least 120% (or 144%, if the player is eligible to receive such a Tender) of the Franchise Player's or 120% of the Transition Player's Prior Year Salaries shall in addition to the 120% or 144% Salary also include all other terms of the player's Prior Year contract, including any guarantees and any provisions providing for incentives or performance bonuses. In addition, a player who is designated as a Franchise Player or a Transition Player shall have the option of accepting a one year NFL Player Contract for 120% (or 144%, if the player is eligible to receive such a Tender) of the player's Prior Year Salary in lieu of a Player Contract for the average of the five (or ten, as applicable) largest applicable Salaries for players at his position, if he so wishes, regardless of which Player Contract is for a greater amount.

**Section 12. Compensatory Draft Selection:** Subject to any future changes as to which the parties may agree, the provisions of Article 6, Subsection 2(a) and Subsection 10, and Appendix V of this Agreement shall govern the awarding of Compensatory Draft Selections and Supplemental Selections.

**Section 13. Offer Sheets for Non-Exclusive Franchise and Transition Players:** The procedures and rules of Article 9, Section 3 shall apply to Non-Exclusive Franchise or Transition Players.

**Section 14. Signing Period for Transition Players:**

(a) In the event that a player who is designated and tendered as a Transition Player has not signed a Player Contract with a Club by July 22 in the League Year following the expiration of his last Player Contract, the Prior Club shall be the only Club with which the player may negotiate or sign a Player Contract during the period from such date until the Tuesday following the tenth week of the regular season, at 4:00 pm New York time.

(b) If a Transition Player described in Subsection (a) above has not signed a Player Contract by the Tuesday following the tenth week of the regular season, at 4:00 pm New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application, and shall be based upon all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

(c) If a Transition Player does not play in the NFL in a League Year, he shall continue to be treated as a Transition Player the following League Year and the Team shall be deemed on the first day of the following League Year to have automatically tendered the player a one year NFL Player Contract for the average of the ten largest Salaries for the prior League Year for players at the player's specified position calculated as in Section 4(a) above, or 120% of his Prior Year Salary, whichever is greater. The Tender may be withdrawn at any time, but if such Tender is withdrawn, the player immediately becomes an Unrestricted Free Agent and is completely free to negotiate and sign a Player Contract with any Club, and any Club is completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

**Section 15. Signing Period for Franchise Players:**

(a) In the event that a player who is designated and tendered as a Franchise Player has not signed a Player Contract with a Club by the Tuesday following the tenth week of the regular season, at 4:00pm New York time, the player shall be prohibited from playing football in the NFL for the remainder of that League Year, absent a showing to the Impartial Arbitrator of extreme Club or extreme personal hardship. The determination of the Impartial Arbitrator shall be made within five days of the application, and shall consider all information relating to such hardship submitted by such date. The determination of the Impartial Arbitrator shall be final and binding upon all parties.

(b) If any Franchise Player does not play in the NFL in a League Year, his Prior Team shall have the right to designate such player as a Franchise Player or a Transition Player the following League Year, if such designation is otherwise available to the Team, except that the applicable Tender must be made and any 120% Tender shall be measured from the Player's Prior Year Salary. If such a player is redesignated as a Franchise Player for the League Year following the League Year in which he does not play, the player may be designated only under Section 2(a)(i) above, except that Draft Choice Compensation of only one first round draft selection and one third round draft selection shall be made with respect to such player in the event he signs with the New Club. If such a player is designated as a Franchise Player for a third time, the terms of Section 2(b) above shall apply. If a Franchise Player who has sufficient Accrued Seasons to become an Unrestricted Free Agent is not designated as a Franchise Player or Transition Player for any League Year immediately following a League Year in which he does not play, then on the first day of that League Year, the player becomes an Unrestricted Free Agent and is completely free to negotiate and sign a Player Contract with any Club, and any Club is completely free to

negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period.

## **ARTICLE 11 TRANSITION RULES**

### ***Section 1. Applicability:***

Notwithstanding any other provisions of this Agreement, the following rules shall apply. In the event of any conflict between the provisions of this Article and the provisions of any other Article in this Agreement, the provisions of this Article shall take precedence.

### ***Section 2. Additional Salary Cap Room:***

(a) For the 2021 League Year only, and only if the League elects to play seventeen (17) regular season games in that year, and only if the 2021 Player Cost Amount is less than 48.5% of Projected AR for the 2021 League Year, each Club may elect to receive a credit to Team Salary not to exceed: (1) the difference between: (a) a baseline Player Cost Amount calculated at 48.5% of Projected AR for the 2021 League Year; and (b) the Player Cost Amount for the 2021 League Year (if lower); divided by (2) the number of Clubs in the League. Clubs will be notified of the credit amount, if any, upon the finalization of the Salary Cap for the 2021 League Year. No credit would be applicable if the 2021 Player Cost Amount exceeds 48.5% of Projected AR for the 2021 League Year.

(b) The amount of any such credit to Team Salary in the 2021 League Year shall be offset by an equivalent charge to Team Salary, spread over the 2024–27 League Years in a manner to be determined by the Club. (By way of example, if Club A elects to receive a “credit” to Team Salary for the 2021 League Year of \$2,000,000 (i.e., an additional \$2,000,000 of Room), Club A may designate \$2,000,000 to be offset in the 2024 League Year, or \$1,000,000 in the 2025 League Year and \$1,000,000 in the 2026 League Year, or in any other manner to be designated by Club A to offset the 2021 League Year Team Salary credit.)

(c) Each Club’s claim of such credit, if any, shall be made by written notice to the NFL prior to the beginning of the 2021 League Year. Additional Room shall become effective upon receipt by the NFL of such notice. The NFL shall promptly forward such notices to the NFLPA. Clubs shall identify in writing to the NFL prior to the beginning of each of the 2024–27 League Years the amount of any offset that shall apply for such League Year. If a Club has not identified its entire offset as of the first day of the 2026 League Year, then the remaining offset balance shall apply in the 2027 League Year.

### ***Section 3. Preexisting Contract Roster Provisions:***

(a) Any NFL Player Contract executed prior to the effective date of this Agreement that contains a reference to the 46-man Active List shall automatically be superseded by Article 25 of this Agreement and amended to reference the game day Active List applicable under this Agreement.

(b) Any NFL Player Contract executed prior to the effective date of this Agreement that contains a reference to the 53-man game day Active/Inactive List shall automatically be superseded by Article 25 of this Agreement and amended to reference game day Active/Inactive List applicable under this Agreement.

**Section 4. 2020 League Year Calendar:**

(a) The 2020 League Year shall begin on March 18, 2020 at 4:00pm New York time.

(b) Any Club with a new head coach may begin its offseason workout program for the 2020 League Year on April 6, 2020. All other Clubs may begin offseason workout programs for the 2020 League Year on April 20, 2020.

(c) The last day of the Restricted Signing Period for the 2020 League Year is April 17, 2020.

(d) The last day to match Offer Sheets for Restricted Free Agents for the 2020 League Year is April 22, 2020.

**ARTICLE 12**  
**REVENUE ACCOUNTING AND CALCULATION OF THE SALARY CAP**

**Section 1. All Revenues:** For purposes of this Article, and anywhere else stated in this Agreement, revenues shall be accounted for in the manner set forth below.

(a) **AR.**

(i) All Revenues (“AR”) means the aggregate revenues received or to be received on an accrual basis, for or with respect to a League Year during the term of this Agreement, by the NFL and all NFL Clubs (and their designees), from all sources, whether known or unknown, derived from, relating to or arising out of the performance of players in NFL football games, with only the specific exceptions set forth below. AR shall include, without limitation:

(1) Regular season, preseason, and postseason gate receipts including ticket revenue from “luxury boxes,” suites, and premium seating among NFL Clubs in all cases net of (A) admission taxes, (B) taxes on tickets regularly paid to governmental authorities by Clubs or Club Affiliates, provided such taxes are deducted for purposes of calculating gate receipts subject to revenue sharing and (C) surcharges paid to stadium or municipal authorities which are deducted for purposes of calculating gate receipts subject to revenue sharing. For purposes of this Subsection, unless otherwise expressly agreed to by the parties, the portion of ticket revenue attributable to luxury boxes, suites and premium seating shall be the face value of the ticket, or any additional amounts which are subject to gate receipt sharing among NFL Clubs. Revenues from premium charges on ticket sales in excess of the face value of the ticket (e.g., rebates from ticketing sources) shall be included in AR. Credit card charges related to ticket sales are not considered a deductible “surcharge” and will not be offset against gate receipts. If a Club charges a service fee on the tickets it sells in excess of the face value of the ticket, on a ticket account basis and not on a per-ticket basis (up to a reasonable maximum amount prescribed by League policy, which as of the effective date of this Agreement is \$4 per ticket account), such service fee will not be AR;

(2) Proceeds including Copyright Royalty Tribunal and extended market payments from the sale, license or other conveyance of the right to broadcast or exhibit NFL preseason, regular season and playoff games on radio and television including, without limitation, network, local, cable, pay television, satellite encryption, international broadcasts, delayed broadcasts, and all other means of distribution;

(3) Revenues derived from concessions, parking, local advertising and promotion, signage, magazine advertising, local sponsorship agreements, stadium clubs, luxury box income other than that described in Section 1(a)(i)(1) above (with “Super suites” (i.e., suites substantially larger in size than the largest suite regularly available for sale in the stadium) to have no additional value imputed in respect of them by virtue of such status), Internet operations (including merchandise sales), and sales of programs and novelties;

(4) The consolidated revenue generated by NFL Ventures L.P. (“NFL Ventures”) (including but not limited to those categories of revenue currently or formerly generated by NFL Ventures’ subsidiaries, NFL Properties LLC, NFL Enterprises LLC, and NFL Productions LLC d/b/a NFL Films, but excluding from NFL Ventures’ revenue

any revenues otherwise included in AR pursuant to Subsections (a)(i)(1)–(3) above or Subsection (a)(i)(5) below). AR from NFL Properties LLC and NFL Productions LLC shall be calculated on a one-year lag, consistent with the parties' past practice under the Prior Agreement.

(5) Barter income, which shall be valued at 90% of the fair market value of the goods or services received;

(6) The value of equity instruments unconditionally received from third parties by the NFL or member Clubs (i.e., not equity instruments in business entities formed and owned exclusively by the NFL, NFL Ventures L.P. or any of its affiliates, or the member Clubs) derived from, relating to or arising out of the performance of players in NFL football games shall be included in AR beginning in the League Year in which the equity instrument vests at the fair value of such instrument on the date of such vesting, amortized over ten years. In subsequent League Years within the amortization period, the amortized amount shall be adjusted pursuant to the Black Sholes option pricing model methodology or as otherwise agreed. After the amortization period ends, the full amount of the Black Sholes (or other agreed) methodology shall be included in AR. In the event that the equity instrument is sold, AR for that League Year shall be the proceeds less the AR previously recognized.

(7) Revenues received by a Club or Club Affiliate pursuant to a stadium lease or directly related stadium-use agreement with an unaffiliated third party, where the amount of such revenues is determined based upon activities that are unrelated to NFL football, in circumstances where the involved Club or Club Affiliate is not required to make a non-de minimis investment of capital or cash to receive such revenue (provided that the provisions of this Subsection (1)(a)(i)(7) shall not be retroactively applied to include in AR revenues generated from nonfootball business opportunities arising out of leases or other stadium use agreements entered into prior to January 1, 1993, the financial terms of which have not been amended since such date);

(8) Recoveries under business interruption insurance policies that are received by any League- or Club-related entity, to the extent that such recoveries compensate such entity for lost revenues that would have been included in AR. The amount of such recoveries shall be included in AR net of (1) premiums paid for the policy/policies recovered under in the League Year(s) that include the events and the recoveries; and (2) deductible and unreimbursed expenses arising out of or related to the events giving rise to the insurance claim/recovery. Any lump sum payments will be allocated under the method separately agreed to by the parties;

(9) Any expense reimbursements received by a Club or Club Affiliate from a governmental entity in connection with a stadium lease or a directly related stadium-use agreement, except as provided in Subsections 1(a)(ii)(2)(E)–(F) and (J) below;

(10) (A) Revenues related to gambling on any aspect of NFL games, any performance of NFL players in NFL games or in any other NFL/Club-related activity, or any other NFL/Club-related activity, including without limitation revenues from gambling on the outcome of NFL games or any performance of players in NFL games or in NFL/Club-related activity (including without limitation revenues derived from the licensing of NFL games or player data), gambling-related sponsorship revenues, operation of

gambling of any kind in an NFL stadium, use of NFL/Club-related telecasts or other content by gambling-related businesses, use of NFL/Club licensed gambling applications, and revenues related to ensuring the gambling-related integrity of NFL games or other NFL/Club-related activity (“Gambling Revenues”).

(B) For Gambling Revenues generated by operation of gambling-related businesses located: (i) in or physically attached to an NFL Stadium (defined for purposes of this Section as being “in” the Stadium); or (ii) within 200 feet of the outer wall of an NFL Stadium or the point of entry to an NFL Stadium at which a ticket is required, whichever distance is greater (defined for purposes of this Section as being “near” (but not “in”) the Stadium), including revenue from non-football gambling (e.g., revenues from slot machines located in or physically attached to an NFL Stadium), all revenue actually received or to be received by a Club or Club Affiliate (or the NFL or any NFL-related entity) during the season (e.g., rent payment or other payment to the Club, but in no event to include any gambling revenues received by an unrelated entity) will be included in AR, with the “season” for purposes of this provision defined as the start of the Club’s training camp through the last game played by the Club. For Gambling Revenues generated by operation of gambling-related businesses in an NFL Stadium during the offseason, only fifty percent (50%) of revenue actually received by the Club or Club Affiliate (or the NFL or any NFL-related entity) will be included in AR. For Gambling Revenues generated by operation of gambling-related businesses near an NFL Stadium, including revenue from non-football gambling (e.g., revenues from slot machines), all revenue received or to be received by a Club or Club Affiliate (or the NFL or any NFL-related entity) during the season (e.g., rent payment or other payment to the Club, but in no event to include any gambling revenues received by the unrelated entity) will be included in AR; for Gambling Revenues generated near such an NFL Stadium during the offseason, only thirty-three percent (33%) of revenue actually received by the Club or Club Affiliate (or the NFL or any NFL-related entity) will be included in AR.

(C) For any Gambling Revenues generated by operation of gambling-related businesses located: (i) in (as defined above in Section (B) as being “in” the Stadium); or (ii) near the Stadium (as defined above in Section (B) as being “near” an NFL Stadium), that is not received by a Club or Club Affiliate (or the NFL or any NFL-related entity), but where the Club or Club Affiliate (or the NFL or any NFL-related entity) is a non-controlling minority owner in such business, such revenue from such location shall be included in AR on a pro-rata basis based upon the NFL or Club’s (or related party’s) ownership stake in that entity, using the same in-season/offseason and location formula set forth above; provided, however, that this Subsection shall not apply to any passive ownership in which the stake of the Club or Club Affiliate is five percent (5%) or less. Should the NFL or any Club (or related party) own five percent (5%) or less in a passive ownership of a gambling-related business located in or near an NFL Stadium, revenue from such location shall not be included in AR. Subject to the preceding definitions, for any Gambling Revenues generated by operation of gambling-related businesses located in or near an NFL Stadium that is received by a Club or a Related Entity (or the NFL or any NFL-related entity) (but not a “Non-Controlled Related Entity”), one hundred percent (100%) of such revenue from such location shall be included in AR subject to the same in-season/offseason formula set forth above (e.g., in the offseason should such business



be in an NFL Stadium, fifty percent (50%) of such revenue shall be included in AR; if such business is near, but not in, a Stadium, thirty-three percent (33%) of such revenue will be included in AR).

(D) Notwithstanding the above, 100% of revenue received for all NFL/Club-gambling-related licensing fees shall be included in AR.

(E) For purposes of this Agreement, Gambling Revenues from wagers shall be calculated as: (i) the aggregate net difference between gaming wins and losses (not the total amount wagered) net of all excise taxes or other gambling or gaming-related taxes or surcharges actually paid or owed; or (ii) any greater amount received by the NFL or the Club (or any related entity), net of all excise taxes or other gambling or gaming-related taxes or surcharges actually paid or owed.

(F) Nothing in this subsection otherwise limits the amount of Gambling Revenue included in AR if such revenue was received or to be received as part of stadium lease or use agreement negotiation.

(G) Except as expressly provided in Subsection (B), non-football gambling revenues are not AR.

(H) Except as expressly provided in Subsection (C), the provisions of Section 1(a)(iv)(5) of this Article shall apply to any Non-Controlled Related Entities engaged in Gambling Revenues-related transactions.

(11) (A) Except as set forth in Subsection B below, which is not intended to limit or expand the definition of AR, proceeds from the sale or conveyance of any right to receive any of the revenues described above.

(B) The following provision is intended to clarify and set forth the principles to govern the sale of a current or future owned-and-controlled NFL business. This is intended to set forth the treatment of the proceeds of the sale transaction and also ensure that players receive their share of a fair market value rights fee from ongoing operations of the business post-transaction. Proceeds from the sale or conveyance of an NFL owned-and-controlled business (e.g., NFL Films or NFL Network) (in whole or in part), or of any equity interest therein (in whole or in part), shall not constitute AR. Notwithstanding the foregoing sentence, if the business going forward is no longer controlled by the NFL, only the fair market value of the rights provided by the NFL for which amounts are paid (or imputed by the NFL) for that business (a rights fee being required) to the NFL or NFL Clubs (or their designees (i.e., a third party to whom the NFL or Club or Club Affiliate directs that amount be paid)) for the rights to attend, broadcast, distribute, market, license, or sell any other product or service in connection with NFL games, or in connection with any other NFL-related intellectual property (e.g., requiring a rights or licensing fee or other payments made to the NFL or its Clubs (or their designees (i.e., a third party to whom the NFL or Club or Club Affiliate directs that amount be paid))), shall be included in AR, but no revenue, dividends, distributions, or other income generated by or paid to that business) shall be included in AR. The fees paid by the acquiring entity to the NFL or NFL Clubs (or their designees (i.e., a third party to whom the NFL or Club or Club Affiliate directs that amount be paid)) for the rights set forth above to attend, broadcast, distribute, market, license, or sell any other product or service in connection with NFL games, or in connection with any other NFL-related intellectual property, to the NFL following the closing of such sale or conveyance shall be included in AR each League Year at no less

than the “fair market value” to the NFL or NFL Clubs of such rights. For the avoidance of doubt: (a) the sale or conveyance of an owned-and-controlled business will be limited to the existing lines of business generating AR in each entity as identified in Appendix CC, which shall be updated annually by the NFL to reflect changes to existing lines of business and include any new lines of business that generate AR; (b) the fair market value of the rights included in AR each League Year may be a larger or smaller amount than the AR that was generated by the NFL owned-and-controlled business prior to such sale or conveyance; and (c) the sale or conveyance of an NFL owned-and-controlled business that includes lines of business not identified in Appendix CC or added in subsequent years may create a separate obligation to pay an additional rights payment to reflect the lines of business not identified in the Appendix. The Accountants shall have access to the payment terms of any such contracts to confirm that the amount paid for such rights reflects fair market value. Should the parties disagree as to the fair market value of the rights or licensing fees paid (or imputed) by the new entity, such dispute must be filed within one year of the payment and it will be resolved by the System Arbitrator. Any shortfall in fair market value determined by the System Arbitrator shall be added to AR each applicable year in which the entity has acquired the ability to use the NFL rights. The NFLPA shall have the right to review Appendix CC to confirm that the “lines of business” listed for each owned-and-controlled entity is complete. The NFLPA shall have the right to challenge the accuracy of Appendix CC using the System Arbitrator procedure. Nothing in the foregoing shall affect or limit application of the Agreement’s “No Double Counting” provision.

(ii) **Non-AR.**

(1) The following items are excluded from AR:

(A) “Taxes/surcharges” on regular season, preseason, and postseason gate receipts (including ticket revenue from “luxury boxes,” suites, and premium seating) which are comprised of (A) admission taxes, (B) taxes on tickets regularly paid to governmental authorities by Clubs or Club Affiliates, provided such taxes are deducted for purposes of calculating gate receipts subject to revenue sharing and (C) surcharges paid to stadium or municipal authorities which are deducted for purposes of calculating gate receipts subject to revenue sharing (which amounts approximated in the aggregate \$156 million for the 2019 League Year);

(B) Revenues derived from wholesale merchandising opportunities (i.e., the manufacture and distribution of merchandise to third-party retailers) conducted by Dallas Cowboys Merchandising (“DCM”) other than any related royalty payments to any League entity, Club or Club Affiliate; and

(C) Revenues from the PSLs sold by the New York Jets and New York Giants that are dedicated to the construction of New Meadowlands Stadium, including the amortization to League Years during the term of this Agreement of such previously-sold PSLs (which amounts are projected as of the effective date of this Agreement to be approximately \$40 million for the 2020 League Year).

(D) Any PSLs that were excluded from the calculation of Total Revenues under the 2006 CBA or from AR under the Prior Agreement, to the extent that the amortization schedule has not expired; and

(E) Any PSRs or naming rights or cornerstone sponsorship proceeds that were excluded from the calculation of AR under the Prior Agreement, to the extent that the amortization schedule has not expired.

(2) The following is a nonexclusive list of examples of revenues received by the NFL and/or NFL Clubs which are not derived from, and do not relate to or arise out of the performance of players in NFL football games (and are therefore not “AR”):

(A) Proceeds from the assignment, sale or trade of Player Contracts, proceeds from the sale of any existing NFL franchise (or any interest therein) or the grant of NFL expansion franchises, franchise relocation fees, dues or capital contributions received by the NFL, fines, “revenue sharing” among NFL Teams, interest income, insurance recoveries (other than those net business interruption insurance recoveries that are described in Section 1(a)(i)(8) above), sales of interests in real estate and non-AR-related property, and Club cheerleader revenues (provided that, if such cheerleader revenue is provided by an entity with which the Club has another commercial relationship, the Accountants will review the transactions and determine the appropriateness of any revenue allocations);

(B) Revenues generated from stadium events unrelated to NFL football (e.g., concerts, soccer games) in which the Club or a Club Affiliate makes a non-de minimis investment of capital or cash, and the value of, and revenues generated from, stadium-related businesses and/or opportunities unrelated to NFL football in which the Club or an affiliate must invest a non-de minimis amount of capital, cash, or effort to generate revenue (other than real estate development opportunities, which are subject to Subsection 1(a)(ii)(I) below);

(C) The value of promotional spots (e.g., television or radio spots) that are received from time to time by the NFL under national media contracts solely for its own use (either to promote the NFL’s own football related businesses (and not the businesses of any other party), or for charitable purposes) and not for resale (although for clarity, the NFL’s promotional spots may include references to or depict logos or marks of third party sponsors or providers (e.g., an advertisement promoting the NFL Shop may show merchandise with NFL sponsor logos) as long as the third-party does not provide consideration to be referenced or depicted in such spots);

(D) The value of complimentary or other no-charge tickets distributed by a Club, up to 320,000 League-wide across all preseason games (i.e., an average of 5,000 tickets per preseason game), and up to 17,000 tickets per-Club across all home regular season games (i.e., an average of 2,125 tickets per regular season game) allocated at the Club’s discretion, provided that such tickets are excluded from visiting team sharing requirements. NFLPA approval is required for any exclusion from AR of such tickets above the levels set forth in this Subsection.

(E) Specifically designated day-of-game expense reimbursements received by a Club or Club Affiliate from a governmental entity, where such reimbursements are for legitimate expenses that the Club or Club Affiliate has incurred that the governmental entity previously incurred (including in connection with the Club’s occupancy of a prior stadium, if the reimbursements arise out of the construction of a new stadium). This exclusion shall not apply to expense reimbursements received in connection with concession sales, operation of parking facilities, signage or advertising sales, or any other revenue generating activity at the stadium other than the conduct of the game itself (e.g., expense

reimbursements for game-day security previously provided by the police, and post-game stadium clean-up previously provided by a municipality, are not treated as AR, if such reimbursement otherwise qualifies). All claims for this exclusion shall be supported by appropriate documentation evidencing the extent to which the Club or Club Affiliate incurred the designated day-of-game expense and the extent to which the governmental entity previously incurred the expense;

(F) In addition to the amounts described in Subsection (E) above, 65% of other (i.e., non-day of game) operating or maintenance expense reimbursements only for the specific Teams and agreements as per Paragraph 3 of the letter agreement under the Prior Agreement dated November 21, 2007. If a Club has reimbursements under both Subsection (E) above and this Subsection (F), the allocation as between the two categories shall be consistent with how the parties treated such reimbursements under the Prior Agreement.

(G) Investments in or contributions toward the purchase of concession equipment by concessionaires on behalf of a Club or a Club's Stadium, and the value of provided elements related to the operation and maintenance of the soft drink equipment in the Club's Stadium (i.e., dispensing/vending equipment, service). For the purpose of this Section:

(i) The parties have agreed that the "equipment" and "provided elements related to the operation and maintenance of the soft drink equipment" that are not considered AR under this Section include, without limitation, the following items: (a) beer or soft-drink dispensing machines and the value of any provided elements related to the operation and maintenance of the beer or soft drink equipment in the Club's stadium (i.e., dispensing/vending equipment, service); (b) cash registers, credit card readers, computers, printers, or other electronic equipment that is/are used solely in concession areas (including point-of-sale electronic hardware, software, and related wiring and internet equipment) or outside of such areas by food or beverage vendors (e.g., hand held ordering devices); (c) condiment, serving, or other food or beverage carts; (d) digital menu boards; (e) concessions electronic signage, or menu boards (electronic or not electronic); (f) food preparation machines such as broilers, fryers, grills, heat lamps, ice machines, mixers, ovens, ranges, popcorn machines, refrigerators, sinks, warming units, and wrapping machines; (g) non-disposable smallwares; (h) food preparation and serving tables; (i) shelving used in concession areas; (j) concession-related vending machines; (k) sanitation dispensers; (l) water conditioners and filters; (m) water heaters; (n) dishwashers and waste disposal equipment; (o) portable fire protection equipment such as extinguishers, in each case (k)–(o), only when dedicated for use exclusively in or for concession areas; and (p) internet, cabling, or other electronic transmission equipment directly and exclusively used with any of the equipment identified above.

(ii) The parties have agreed that the "equipment" and "provided elements related to the operation and maintenance of the soft drink equipment" that are not considered AR under this Section do not include, without limitation, the following items: (a) air conditioners, air heaters, carpentry, carpeting, ceilings, electrical, flooring, furnaces, insulation, lighting (other than heat lamps used for food preparation or service), painting, plumbing, non-electronic signage, tilting, or wall coverings; (b) architectural, design, contractor, installation or other services related to concession areas (except for maintenance

or service costs covered by Subsection (G)(i)(a) above); (c) artwork; (d) buckets, mops, brooms, vacuum cleaners, or other cleaning or maintenance items; (e) construction build-out costs (other than the cost of specific equipment identified in Subsection (G)(i) above); (f) disposable smallwares; (g) financing costs; (h)–(i)[omitted]; (j) chairs, tables, bars (fixed or movable), or other furniture, other than food serving or preparation tables; (k) forklifts, golf carts, trailers, trucks, or other means of transportation; (l) hand-held electronic devices that are used for purposes other than ordering food or beverages, and are located outside of concession areas and operated by persons other than food or beverage vendors (e.g., multi-function handheld devices that are used by fans outside concession areas); (m) internet, cabling, or other electronic transmission equipment not directly and exclusively used with any of the equipment identified in Subsection (G)(i) above; (n) leasehold improvements; (o) maintenance or service costs other than for beverage dispensers as provided in Subsection (G)(i)(a) above; (p) security equipment or safes; (q) shop equipment; (r) surfacing; (s) time clocks; (t) uniforms or other clothing; and (u) items described in Subsections (G)(ii)(k)–(o) that are not dedicated for use exclusively in or for concession areas.

(iii) The amount considered as “equipment” for the above subsections includes the purchase price of the item along with any related shipping and taxes. The parties will discuss in good faith regarding whether any particular replacement parts used to repair equipment itself qualifies as “equipment” under the terms of this Section 1(a)(ii)(2)(G); and

(iv) To the extent that an item is not described in the foregoing, its status will be determined by whether it is closer in nature to the items described in Subsection (G)(i) or Subsection (G)(ii), unless the parties expressly agree in writing otherwise.

(v) To the extent that any amounts are deemed to be non-qualifying under this Subsection, they will be included in AR amortized over five (5) years.

(H) The value of luxury boxes that are (1) used by a Club owner for personal purposes or to promote the Club or the owner’s other business interests; or (2) provided to stadium authorities, municipalities, and/or governmental officials, or (3) used or made available for use by the owner(s) of the visiting Club, or (4) provided for the use of a Club head coach; in each case where no revenue is actually received by the Club or a Club Affiliate, except that the value of such luxury boxes will be imputed as AR unless at least one luxury box in the stadium is available and unsold; provided that, in no event shall revenue be imputed for one luxury box that is used by the owner(s) of the Club, and one luxury box that is used or made available for use by the owner(s) of the Visiting Club. Without limiting the foregoing, the value of any luxury box that is provided to a former Club owner in connection with the sale of a Club shall be imputed into AR unless the prior owner is obliged to pay the club periodic consideration (i.e., annual rent) in connection with such use, in which case such consideration will be included as revenue in AR.

(I) Revenues derived from real estate development opportunities in conjunction with or related to any stadium lease, land purchase agreement or other arrangement, provided that such revenues are not substitutions for revenues that would otherwise be included in AR.

(J) Any amounts a Club or any Club Affiliate receives as reimbursement for capital improvements, repairs, or maintenance, from governmental entities obligated to

fund or maintain such stadiums under the terms of the lease or other operating agreement (e.g., as the NFLPA has agreed with respect to Denver), where such reimbursement arises when the funding obligation previously resided with the stadium landlord in the stadium lease or operating agreement, and the Club subsequently agreed to assume such obligation and be reimbursed for such expenditures, without any other consideration being exchanged, and in amounts no greater than previously was the responsibility of the stadium landlord. In order to be subject to this provision, the NFL and the applicable Club shall provide the NFLPA with written documentation of the actual audited costs of such improvements, repairs, or maintenance, and the NFLPA Auditor shall have the right to audit the actual costs and reimbursements and the terms of the operating agreement. For the avoidance of doubt, this Subsection is not intended to affect the existing treatment of other public funding of stadium construction or renovation.

(iii) **Television Revenue Used To Fund Stadium Construction/Renovation.** Notwithstanding any other provision of this Agreement, the NFLPA and the NFL may agree, on a case-by-case basis, with no limitation on their exercise of discretion, not to include in AR network television revenue to the extent that such revenue is used to fund the construction or renovation of a stadium that results in an increase in AR.

(iii) **Television Revenue Used To Fund Stadium Construction/Renovation.** Notwithstanding any other provision of this Agreement, the NFLPA and the NFL may agree, on a case-by-case basis, with no limitation on their exercise of discretion, not to include in AR network television revenue to the extent that such revenue is used to fund the construction or renovation of a stadium that results in an increase in AR.

(iv) **Related Entities.** The parties hereto acknowledge that for purposes of determining AR:

(1) NFL Teams may, during the term of this Agreement, be owned and controlled by persons or entities that will receive revenues for a grant of rights encompassing both (a) rights from the NFL Team so owned or controlled (the revenue from which is includable in AR) and (b) other rights owned or controlled by such persons or entities (the revenue from such other rights not being includable in AR), and that, in such circumstances, allocations would therefore have to be made among the rights and revenues described in this Section 1(a);

(2) NFL Teams may, during the term of this Agreement, receive revenue for the grant of rights to third parties which are owned or controlled by the persons or entities owning or controlling such NFL Teams (hereinafter “Related Entities”); and

(3) The reasonableness and includability in AR of such allocations and transactions between Related Entities shall be determined by the Accountants, in accordance with the procedures described below.

(4) Any entity which has the same ownership as the NFL, any NFL Affiliate (including without limitation NFL Ventures or any of its subsidiaries), or a Club, or is controlled by the same persons or entities which own or control the NFL, any NFL Affiliate, or a Club, and is engaged in AR-related transactions with the NFL, any NFL Affiliate, or a Club will be treated as the same entity as the NFL, any NFL Affiliate, or Club, as applicable, for the purposes of the AR Reporting Package and any audit with respect thereto.

(5) For any entity which does not fit the rule set forth in Subsection (4) above, but which has partial common ownership with the NFL, any NFL Affiliate, or a Club, and which is engaged in AR-related transactions with the NFL, any NFL Affiliate, or the Club (a “Non-Controlled Related Entity”), if the NFL, any NFL Affiliate or a Club contracts with such a Non-Controlled Related Entity for the right to provide goods or services (other than ticket or broadcast rights), revenues from the sale of which would be included in AR if sold directly by the NFL, any NFL Affiliate, or the Club, only the amount paid by the Non-Controlled Related Entity to the NFL, any NFL Affiliate, or the Club for the right to provide such goods or services (which amount must be negotiated in good faith and should reflect the amount that an independent third party would pay for the right to provide such goods or services) shall be included in AR. (For example, if a Club contracts with a Non-Controlled Related Entity when it could have contracted with an independent third party to be the concessionaire at a stadium, AR shall include the concessionaire fee, but not the revenues received by the Non-Controlled Related Entity for the sale of concessions.) The Local Accountants and Accountants shall have access to the payment terms of any such contracts to confirm that the amount paid reflects fair market value. If there is a dispute about whether the amount reflects fair market value, the issue shall be resolved by a jointly-appointed arbitrator who has experience in the line of business in question, and the fair market value shall be included in AR.

(6) In the event of a question whether a business or enterprise owned (wholly or in part) by a Club, Club Affiliate, or Club owner is or is not involved in AR-related transactions, the NFLPA agrees to accept the written certification from the certified accountant of such business or enterprise, that such business or enterprise is not involved in AR-related transactions. Notwithstanding the foregoing, the NFLPA may seek an order from the System Arbitrator granting access to the records of such business or enterprise if it demonstrates that there is a reasonable basis for asserting that such business or enterprise is involved in AR-related activity.

(v) **Rounding.** For the purposes of any amounts to be calculated or used pursuant to this Agreement with respect to AR, Projected AR, Benefits, Projected Benefits, the Player Cost Amount, Cash Spending, and the Stadium Credit, such amounts shall be rounded to the nearest \$1,000. For purposes of any percentage to be calculated or used pursuant to this Agreement, unless otherwise specifically provided, such percentages shall be rounded to the nearest one-one hundredth of one percent (e.g., 47.00%).

(vi) **PSLs.**

(1) Subject to Subsection 1(a)(vi)(6) and Subsection 4(f) below, AR shall not include PSL proceeds that are unequivocally dedicated to stadium construction or stadium renovation projects commenced after the start of the Prior Agreement, and that have received a waiver of any applicable League requirement of sharing of “gross receipts”;

(2) Except as set forth in Subsection (1) above, AR shall include all revenues from PSLs received by, or received by a third party and used, directly or indirectly, for the benefit of, the NFL or any Team or Team Affiliate, subject to any deduction for taxes as provided in Section 1(a)(i) above and the provisions of Subsection (3) below with respect to PSL refunds. Such revenues shall be allocated in equal portions, commencing in the League Year in which they are received, over the remaining life of the PSL, subject to a maximum allocation period of fifteen years; provided, however, that Interest from the

League Year the revenues are received until the League Years the revenues are allocated into AR shall be imputed and included in AR, in equal portions over such periods.

(3) For purposes of this Agreement, the term “PSL” shall include any and all instruments of any nature, whether of temporary or permanent duration, that give the purchaser the right to acquire or retain tickets to NFL games and shall include, without limitation, seat options; seat bonds; and suite bonds or long-term conveyances of suite occupancy rights where proceeds are unequivocally dedicated to stadium construction (e.g., Founders’ Suite Programs) that directly or indirectly give purchasers the right to acquire NFL tickets. PSL revenues shall also include revenues from any other device (e.g., periodic payments such as surcharges, loge maintenance fees, etc.) that the NFL and the NFLPA agree constitutes a PSL.

(4) PSL revenues shall be reported net of actual refunds made in the year for which such revenues are reported. If an amount has been refunded, then the refunded amount shall be deducted from PSL revenues used in the calculation of AR. If there is a non-contingent contractual commitment to refund, but the refund is to be made at a later date, then the only amount included is the Interest on the refund. Otherwise, all amounts are included regardless of any refund contingencies. If a refund contingency occurs and money previously included as PSL revenue is refunded, the NFL shall receive a credit against AR (i.e., League-wide AR shall be reduced) in the amount of the refund the next League Year.

(5) In the event of a payment default and/or forfeiture of PSL revenue being received on an installment payment plan, the unamortized portion of such revenue, in excess of cash received, shall no longer be included in AR upon the date, and to the extent, of default/forfeiture. In the event that cash received at the time of the default/forfeiture exceeds life-to-date amortization of PSL revenue, amortization will continue as scheduled until equaling the amount of cash received. In the event that any such PSLs are re-sold, and the re-sale does not meet the criteria of Subsection 1(a)(vi)(1) above, the re-sale will be included in AR and amortized over the life of the PSL up to a maximum of fifteen years.

(6) Exclusions from AR of PSL revenue in respect of funding for stadium projects initiated after the 2005 League Year will terminate upon sale of the recipient franchise if the waiver from revenue sharing also terminates.

(vii) **Premium Seat Revenues (“PSRs”).**

(1) Subject to Subsection 1(a)(vii)(4) and Subsection 4(f) below, AR shall not include PSR proceeds that are used for stadium construction or stadium renovation projects commenced after the start of the Prior Agreement, and that have received a waiver of any applicable League requirement of sharing of “gross receipts.”

(2) Except as provided in Subsection (1) above, AR shall include all PSRs net of amounts described in Subsection 1(a)(i)(1).

(3) For purposes of this Agreement, the term “PSR” shall mean the revenue from any periodic charge in excess of the ticket price that is required to be paid to acquire or retain any ticket to NFL games (other than PSL revenues and charges for purchase or rental of luxury suites), including charges in respect of any amenities required to be purchased in connection with any ticket.



(4) Exclusions from AR of PSR revenue in respect of funding for stadium projects initiated after the 2005 League Year will terminate upon sale of the recipient franchise if the waiver from revenue sharing also terminates.

(viii) **Naming Rights/Cornerstone Sponsorships.**

(1) Subject to Subsections 1(a)(viii)(3)–(4) and Subsection 4(f) below, AR shall not include naming rights and cornerstone sponsorship proceeds that are used for stadium construction or stadium renovation projects commenced after the start of the Prior Agreement, and that have received a waiver of any applicable League requirement of sharing of “gross receipts.”

(2) Except as provided in Subsection (1) above, AR shall include all naming rights and cornerstone sponsorship proceeds.

(3) Exclusions from AR of naming rights revenue in respect of funding for stadium projects initiated after the 2005 League Year will terminate upon sale of the recipient franchise if the waiver from revenue sharing also terminates.

(4) For any stadium construction or renovation project initiated after the 2020 League Year with \$150 million or more of the cost funded by the Club or Club Affiliates (with the threshold increased as of the 2026 League Year to \$175 million):

(A) “cornerstone sponsorship proceeds” means, for any such stadium, the six (6) stadium-related sponsorships for new stadiums, and, alternatively, four (4) stadium-related sponsorships for stadiums with renovation project(s), in each case that exceeds the threshold, with respect to sponsorship elements/deliverables comparable to those in existing cornerstone sponsorship agreements other than the naming rights partner, where such sponsorship shall be used to support the construction or renovation project. Clubs shall be required to declare which sponsorships, meeting this definition, shall be considered “cornerstone sponsorships” upon execution of such sponsorship agreement. This declaration must be made within two years of the completion of all phases of such construction or renovation project. Cornerstone sponsorships may only be replaced upon expiration of the cornerstone sponsorship agreement, unless a cornerstone sponsor becomes unable or unwilling to meet its obligations under the agreement. At no time may a Club have more than six (6) or four (4) cornerstone sponsorships, as applicable, regardless of the number of construction/renovation projects that have been approved.

(B) Notwithstanding anything else in this Agreement, and without limitation: (i) revenue derived from tickets, suites, fees to enter club suites or any other part of the stadium, PSLs, PSRs, luxury boxes, concession sales, parking, sales of programs and novelties, pouring rights, and naming rights for practice/training facilities, shall not be subject to exclusion hereunder; and (ii) a sponsorship agreement must have at least fifty-five percent (55%) of revenues attributable to sponsorship elements/deliverables related to the stadium (including tickets, suites and the IP value of the sponsorship) to qualify as a cornerstone sponsorship.

(ix)(1) Notwithstanding Subsections (vi)–(viii) above, for any AR exclusions subject to the Cap Effect Guarantee described in Subsection 4(f) below: there shall be no requirement of a waiver from sharing of “gross receipts” provided that there is an economically-equivalent method of League support for such project (e.g., relief from payment of a League assessment). The NFL shall provide the NFLPA with prior notice of any such economically-equivalent method used with respect to such exclusions.

(2) Notwithstanding Subsections (vi)–(viii) above, the NFL shall have the right to include in AR any revenues that would otherwise qualify for exclusion from AR under those Subsections.

(3) For the avoidance of doubt, Subsections (vii)–(viii) above do not require that specific funds from PSRs, naming rights, or cornerstone sponsorship proceeds be traceable to specific payments supporting construction or renovation projects for the exclusion to apply (recognizing that these proceeds are among the sources of funds to pay construction costs or related debt service), nor does the exclusion of PSLs, PSRs, naming rights and cornerstone sponsorship proceeds under Subsections (vi)–(viii) above permit the aggregate exclusion from AR of amounts that would exceed the actual private costs of such construction or renovation projects.

(x) **Los Angeles Stadium.** (1) Notwithstanding any other provision of this Agreement, but subject to Subsection (x)(5) below, the NFL shall be entitled to exclude from AR: (i) the Los Angeles Fan Club memberships (PSLs) as previously agreed as set forth in the parties’ prior letter agreements on this subject; and (ii) thirty percent (30%) of the Incremental Revenue generated by the Los Angeles Rams and Los Angeles Chargers (as defined in this Section, the “LA Incremental Revenue Exclusion”) until such time that the total exclusions equal the private cost (including, without limitation, financing costs) to construct the stadium, net of PSLs plus interest, as defined in Section 1(a)(xiv). Financing costs shall be calculated at the NFL’s long-term borrowing rate as of the opening of the stadium.

(2) “Incremental Revenue” shall be total AR, net of PSLs, generated by the Los Angeles Rams and the Los Angeles Chargers from the Los Angeles stadium, less each Club’s baseline revenue. The baseline years for the Los Angeles Rams and Los Angeles Chargers shall be 2015 and 2016, respectively, with resulting baseline revenues of \$56,864,000 (Rams) and \$90,025,000 (Chargers).

(3) No additional Stadium Credits or AR exclusions will be taken for the Los Angeles stadium project.

(4) All of the parties’ agreements with respect to Los Angeles shall be without prejudice to any treatment the parties may agree upon for any future stadium or after this Agreement.

(5) For purposes of this Section:

(A) Projected AR shall be initially calculated as if the PSR, cornerstone and naming rights AR exclusions for the Rams and Chargers for the 2020 League Year totaled \$98 million (the “Baseline LA Exclusions”). The Baseline LA Exclusions shall be re-set after the 2020 League Year based on the amounts of PSR, cornerstone and naming rights revenues actually received or to be received on an accrual basis by the Chargers and Rams or their respective Stadcos for the 2020 League Year (with any cornerstone and naming rights revenues received in a lump-sum payment amortized over the life of the naming rights/cornerstone sponsorship agreement up to a maximum of fifteen years) from the list of eleven (11) sponsorships identified at the time of the stadium’s opening as cornerstone sponsors, in addition to the naming rights partners. For the avoidance of doubt, the NFLPA accepts the NFL’s representation that the sponsorships identified qualified as naming rights and cornerstone sponsorships, and the review contemplated by this Section for those sponsorships is limited to determining the total amounts received from those

sponsorships (e.g., there will be no challenge as to whether any of these specific Los Angeles sponsorships identified at the time of agreement meets the definition of a cornerstone sponsor).

(B) After the 2020 League Year, the cornerstone, PSR and naming rights components of the Baseline Exclusion shall be the total amounts actually received or to be received on an accrual basis by the Chargers and Rams or their respective Stadcos for that year (with any cornerstone and naming rights revenues received in a lump-sum payment amortized over the life of the naming rights/cornerstone sponsorship agreement up to a maximum of fifteen years). Should any of the “original” eleven (11) designated Los Angeles cornerstone sponsorships become unable or unwilling to meet its obligations under the agreement, the Clubs shall have the opportunity to designate a replacement cornerstone sponsorship to meet the stadium funding and financing amounts, up to the same amount of any such sponsorship being replaced.

(C) If the LA Incremental Revenue Exclusion is greater than the Baseline LA Exclusion, then, notwithstanding any other provision of this Agreement, the Local AR from the Los Angeles stadium shall be increased by the difference between the LA Incremental Revenue Exclusion and the Baseline LA Exclusions. Conversely, if the LA Incremental Revenue Exclusion is less than the Baseline LA Exclusion, then the Local AR from the Los Angeles stadium shall be reduced by the same difference.

(xi) **Allocations Over League Years.** The parties may agree to allocate AR received or to be received on an accrual basis in a particular League Year over one or more other League Years.

(xii) **Cancelled Games.** If one or more weeks of any NFL season are cancelled or AR for any League Year substantially decreases, in either case due to a terrorist or military action, natural disaster, or similar event, the parties shall engage in good faith negotiations to adjust the provisions of this Agreement with respect to the projection of AR and the Salary Cap for the following League Year so that AR for the following League Year is projected in a fair manner consistent with the changed revenue projection caused by such action.

(xiii) **Expense Deductions.**

(1) No expense deductions shall be permitted to be taken in calculating AR, and all expense deductions that were previously permitted in the calculation of “Total Revenues” or “Defined Gross Revenues” or “Excluded Defined Gross Revenues” shall not be used in calculating AR, except as expressly provided herein.

(2) An expense deduction for the reasonable and customary direct costs and initial investment (collectively, “direct costs”) for projects in new lines of business of NFL Ventures may be taken, subject to the following rules:

(A) Absent NFLPA approval, there may be no more than three projects in new lines of business to receive deductions in any League Year (i.e., for the 2012 League Year, there can be three projects in new lines of business receiving deductions; for the 2013 League Year, there could be six projects in new lines of business (three that began in 2012 and three that began in 2013).

(B) Absent NFLPA approval, a project in a new line of business shall not qualify for this deduction if it has more than \$15,250,000 in direct costs in a League Year. This

limit shall increase in each League Year after the 2018 League Year by the percentage change in AR.

(C) Absent NFLPA approval, there may be no more than \$182,989,000 in direct costs across all projects that qualify for the deduction in the 2018 League Year (i.e., a maximum deduction of \$91,495,000). For the avoidance of doubt, this Subsection (C) is subject to the requirements of Subsections (A) and (B) above. This maximum deduction amount shall increase each subsequent League Year by the same percentage increase (if any) of AR;

(D) The expense deduction for the first three years of any qualifying new line of business project shall be 50% of the direct costs in each such League Year;

(E) The expense deduction for years four through five of any qualifying new line of business project shall be 25% of the direct costs in each such League Year;

(F) Unless the parties agree otherwise, after five years no further deductions shall be taken for any such project (and revenues from such projects shall be included in AR in the 45% bucket as described below);

(G) The NFL shall provide the NFLPA with notice of the projects for which it will take the expense deduction, including the provision of business plans and budgets (subject to reasonable confidentiality and non-compete terms);

(H) Pursuant to the provisions of Section 3 below, the Accountants shall review, and the NFLPA shall have audit rights regarding, such deductions to ensure their accuracy and reasonableness;

(I) Deductions allowed shall be netted against related revenues, and the netting of expenses cannot result in a negative number (e.g., if 50% of the direct costs for a project exceed its revenues, the AR count for such project shall be zero).

(J) For purposes of this Subsection 1(a)(xiii)(2), if the NFL adds additional International Series regular season games (i.e., more than one International Series regular season game in any given League Year), each additional International Series game shall constitute a new line of business project, and further provided that the payment made by the NFL to reimburse the participating Clubs for lost revenue (which payment is included in AR) shall not be included in determining whether such Series is subject to either of the direct cost limits referenced in Subsection (B) or (C) above.

(xiv) **Interest.** Unless otherwise specified, as used in this Article, “Interest” means interest calculated on an annual compounded basis using the one-year Treasury yields at constant maturities rate as published in The Wall Street Journal on February 1 (or the next date published) of the League Year in which the amount to receive interest accrues, is awarded, or occurs, as the case may be. If this rate is not published in The Wall Street Journal for any reason, the website of the Federal Reserve (<http://www.federalreserve.gov>) shall be used to obtain the interest rate.

(xv) **No Double-Counting.** No revenue may be included in AR more than once. All intra-company transactions between or among the NFL, any NFL Affiliate, Clubs, and Club Affiliates shall be eliminated in accordance with GAAP (treating all such transactions on a pro forma consolidated basis) (except as provided in Subsection 1(a)(xiii)(J) above) for purposes of calculating AR. For any joint venture, if AR rights are granted to the venture, which in turn pays the NFL or the Clubs for the rights granted, the value of the rights shall only be included in AR once.

(xvi) Subject to their reasonable business judgment, the NFL and each NFL Team shall act in good faith and use commercially reasonable efforts to increase AR for each playing season during the term of this Agreement and not shift revenues attributable to League Years within the term of this Agreement to League Years after the term. There shall be no obligation to accelerate into League Years within the term of this Agreement revenues attributable to League Years following expiration of this Agreement. In evaluating compliance with this Subsection, the parties and the System Arbitrator shall consider and give substantial weight to the reasonable business judgment of the NFL or the NFL Team but no deference will be applied where the NFL is alleged to have deferred or forgone revenues of \$1 billion or more for the purpose of securing leverage in collective bargaining, in which case any finding of non-compliance shall require proof by a clear preponderance of the evidence. The following is a list of decisions in respect of which the business judgment of the NFL or an NFL Team shall conclusively be deemed reasonable: franchise location; stadium capacity or configuration; ticket or suite prices; number and location of games played; whether to outsource or operate a line of business; and whether to accept or decline a sponsorship, advertising or naming rights opportunity. The foregoing list shall not limit in any manner the circumstances in which the business judgment of the NFL or an NFL Team may be deemed reasonable.

(b) **Additional Accounting Rules.** The calculation of AR shall be further subject to the rules set forth in Section 10 below.

(c) **Revenue-related Arbitrators.** Wherever this Article provides for a jointly-retained arbitrator to resolve a revenue-related dispute, and if the parties cannot agree on the identity of such arbitrator, the parties shall use the procedures set forth in Article 15, Section 6 to select the arbitrator.

### **Section 2. Benefits:**

(a) “Benefits” and “Player Benefit Costs” mean the aggregate for a League Year of all sums paid (or to be paid on a proper accrual basis for a League Year) by the NFL and all NFL Teams for, to, or on behalf of present or former NFL players, but only for:

(i) Pension funding, including the Bert Bell/Pete Rozelle NFL Player Retirement Plan (as described in Article 53) and the Second Career Savings Plan (as described in Article 54);

(ii) Group insurance programs, including, life, vision, medical, and dental coverage (as described in Article 58 or as required by law), and the Disability Plan (as described in Article 60);

(iii) Injury Protection and Extended Injury Protection, to the extent provided in Article 45, Sections 4 and 9;

(iv) Workers’ compensation, payroll, unemployment compensation, social security taxes, and contributions to the fund described in Article 41, Section 4;

(v) Preseason per diem amounts (as described in Sections 3 and 4 of Article 23) and regular season meal allowances (as described in Article 34);

(vi) Expenses for travel, board and lodging for a player participating in an off-season workout program in accordance with Article 13, Section 6(e)(iv)(3);

- (vii) Payments or reimbursements made to players participating in a Club's Rookie Football Development Program (as described in Article 7);
- (viii) Moving and travel expenses (as described in Article 36);
- (ix) Postseason pay (as described in Articles 37 and 38) and salary paid to Practice Squad players pursuant to a Practice Squad Contract during the postseason;
- (x) Player medical costs (i.e., fees to doctors, hospitals, and other health care providers, and the drugs and other medical cost of supplies, for the treatment of player injuries), but not including salaries of trainers or other Team personnel, or the cost of Team medical or training equipment (in addition, the amount of player medical costs included in Benefits may not increase by more than ten percent (10%) each League Year). Subject to the foregoing, player medical costs shall include one-third of each Club's expenses for tape used on players and one-third of each Club's player physical examination costs for signed players (player physical examination costs relating to the Combine or for Free Agents whom the Club does not sign are not included in Player Benefit Costs);
- (xi) Severance pay (as described in Article 59);
- (xii) The Player Annuity Program (as described in Article 55);
- (xiii) The Veteran Salary Benefit (as described in Article 27) and the Four-Year Player Benefit (as described in Article 27, Sections 6 and 9);
- (xiv) The Performance Based Pool (as described in Article 28);
- (xv) The Tuition Assistance Plan (as described in Article 56);
- (xvi) The Gene Upshaw NFL Players Health Reimbursement Account (as described in Article 62);
- (xvii) The "88 Benefit" for former players suffering from dementia (as described in Article 57);
- (xviii) The Rookie Redistribution Fund (as described in Article 7), and further provided that there shall be no Rookie Redistribution Fund for the 2020 League Year;
- (xix) The Legacy Benefit (as described in Article 57 of the Prior Agreement), for which the NFL's funding obligations outside of Player Benefit Costs shall expire after the 2022 League Year, and further provided that the NFL's \$64 million contribution to that Benefit in the 2020 League Year shall not count as a Player Benefit Cost. In the 2021 League Year, the NFL will contribute \$32 million to the Legacy Benefit, which shall not count as a Player Benefit Cost. In the 2022 League Year, the NFL will contribute \$16 million to the Legacy Benefit, which shall not count as a Player Benefit Cost. The NFL will not have any obligation to make any further contributions to the Legacy Benefit outside of Player Benefit Costs after the 2022 League Year. For purposes of this Subsection only, and only to the extent not already incorporated into or superseded by the provisions of Article 53 of this Agreement, the provisions of Article 57 of the Prior Agreement regarding eligibility for the Legacy Benefit are carried forward without amendment and incorporated by reference in this Agreement as if fully set forth herein;
- (xx) The Neurocognitive Disability Benefit (as described in Article 60);
- (xxi) The Long-Term Care Insurance Program (as described in Article 61); and
- (xxii) Injury compensation-related payments made to players pursuant to Article 38, Sections 4(c) through 4(g);
- (xxiii) Stipends pursuant to Article 32 to players traveling to more than one International game outside of North America;

(xxiv) 50% of the costs of the administering the Concussion Protocol (as described in Article 39, Section 16);

(xxv) The NFL Player Capital Accumulation Plan (as described in Article 55A);

(xxvi) The Additional Game Check (as described in Article 26), and to the extent not offset by the Rookie Redistribution Fund or the Performance-Based Pool; and

(xxvii) Any other benefit that the Parties agree in writing shall constitute a Player Benefit Cost.

(b) If Benefits that are not currently taxed are subject to a new or materially different federal or state excise tax, the parties will negotiate in good faith about the appropriate adjustment, if any, in Benefits to account for such additional tax. In agreeing to this Section, neither party waives any right to contend that such tax amounts would meet or would not meet the definition of a Player Benefit Cost set forth in this Agreement, and this Section shall not be referred to in any dispute regarding such issue.

(c) Without limitation on any other provision of this Agreement, Benefits will not include (1) salary reduction contributions elected by a player to the Second Career Savings Plan described in Article 54; (2) any tax imposed on the NFL or NFL Clubs pursuant to section 4972 of the Internal Revenue Code for the Bert Bell/Pete Rozelle NFL Player Retirement Plan, and (3) attorneys' fees, costs, or other legal expenses incurred by Clubs in connection with workers' compensation claims of players. Benefits for a League Year will be determined by adding together all payments made and amounts properly accrued by or on behalf of the NFL and all NFL Clubs for the above purposes during that League Year, except that Benefits for pension funding and the Second Career Savings Plan will be deemed to be made in a League Year for purposes of this Article if made in the Plan Year beginning in the same calendar year as the beginning of such League Year.

### **Section 3. Accounting Reports & Projections:**

#### **(a) Special Purpose Letters and AR Reporting.**

(i)(A) As provided below, each League Year the parties will be provided with one or more "Special Purpose Letters" by an independent accounting firm (hereinafter "the Accountants") which report the AR, Player Cost Amount, Team Salary, Cash Spending, and Benefits of each Club and the NFL for that League Year, utilizing information reported by independent Club and League accounting firms, and information obtained by the Accountants through its review procedures. The Accountants shall be a nationally recognized accounting firm jointly appointed by the NFL and the NFLPA. The parties agree to share equally the cost of the Accountants. The Reporting Package to be used by the Clubs and the League in providing information to the Accountants ("Revenue Reports") in each of the NFL playing seasons covered by this Agreement shall be agreed to by the parties, and shall be reported on a March 31 year-end basis unless otherwise agreed by the parties. The basic review procedures to be performed by the Accountants are set forth below, and may be modified and/or supplemented by mutual agreement of the parties. The engagement of the Accountants shall be deemed to be renewed annually unless the Accountants are discharged by either party during the period from May 1 to July 1 of that year. Each Special Purpose Letter shall be based upon the best available information at the time of its issuance, and shall include a report of adjustments and new information obtained with respect to amounts previously reported for prior League Years.

(B) The amount of any Salary Cap and League-Wide Cash Spending that may apply in a League Year shall be determined at the times and utilizing the Special Purpose Letters and other information described below.

(ii) In the event that any error is found in AR, Benefits, or Player Cost Amount in respect of any League Year subsequent to the 2018 League Year, which, if it had not occurred, would have resulted in any increase or decrease in any Salary Cap in one or more prior League Years, the total amount of any such Salary Cap shortfall or overage, as the case may be, shall be added or subtracted, as the case may be, the next time the Salary Cap is calculated. An inaccuracy in an estimate that was made in a prior League Year shall not be considered an error for purposes of this Subsection, and such estimates shall be reconciled by the Accountants each League Year. In the event that an inaccuracy in an estimate is not reconciled, the failure to do so shall be considered an error for purposes of this Subsection. Any individual errors proposed for correction pursuant to this Subsection that are greater than \$25,000 must be substantiated by evidence and be reviewed with the NFL, the NFLPA, and the Accountants prior to the correction being made. Any dispute regarding such corrections shall be subject to the procedures that apply under Subsection (viii) below.

(iii) To the extent that the amounts and information set forth in a Special Purpose Letter indicates that the amount of any Salary Cap for any prior League Year within the term of this Agreement should have been different from the amount actually utilized, any such difference shall be credited or deducted, as the case may be, to the next Salary Cap to be set, with Interest. Any such adjustment in the Final League Year shall be immediate.

(iv) The Accountants shall review the reasonableness of any estimates included in any Club's Revenue Reports in the League Years covered by this Agreement and may make such adjustments in such estimates as they deem appropriate. To the extent that the actual amounts of revenues received or expenses incurred differ from such estimates, adjustments shall be made as provided in Subsection (ii) above.

(v) The Accountants shall receive, in connection with their duties: (1) access to and copies of the Local Accountant workpapers with respect to the Schedule described in Appendix F; and (2) access to the financial audit workpapers of the Local Accountants or League Office (to the extent necessary), provided that any information derived from the access described in this clause (2) will be held in confidence and will not be part of any file subject to NFLPA review.

(vi) (A) The NFL will use its best efforts to ensure that any contract between the League, any Club, or any Club Affiliate, and any third party in connection with the sale or marketing of any source of AR shall include terms that provide to the Accountants and the NFLPA access to any and all financial and contractual information and documents in the possession, custody, or control of such third party to which the Club, Club Affiliate, or any other entity controlled by the owner of the Club has any right to any access, relating to such revenue source or any other financial or contractual relationship or transaction between such third party and the League, the Club involved in the sale or marketing of such revenue source, any Affiliate of that Club, or any of that Club's owners. In each case such access shall be subject to and limited by the rules set forth in this Agreement or otherwise agreed to by the parties regarding the dissemination of information



provided to the Accountants and the NFLPA pursuant to the audit process. If the NFL, despite its best efforts, cannot ensure such access, the NFLPA shall have the right to obtain an order against the Club or Club Affiliate requiring that such access be allowed.

(B) For any future Super Bowl bid, the NFL shall require Super Bowl Host Committees to commit to the following, should the bid be awarded to that City/Host Committee:

(1) Designate an executive level member of the Host Committee to be responsible for Host Committee Salary Cap Accounting purposes. Designated individual must be available to provide answers to questions from the parties for a period of at least six months following the Super Bowl. The Host Committee shall be subject to audit by the NFLPA Auditor during this six-month period.

(2) Within three months following the Super Bowl, provide a declaration with a detailed list of events/services that occurred in connection with the Super Bowl by the Host Committee.

(3) Retain an independent, third-party certified public accounting firm to prepare a detailed schedule of the Host Committee's expenses incurred for production of Super Bowl events (e.g., NFL Honors, NFL House, Tailgate, NFL Experience and Super Bowl game), providing detail similar to the Minnesota Super Bowl Host Committee closing financial report, for review by the parties. Such report shall include copies of: (i) all vendor expenditure contracts entered into by the Host Committee in connection with the Super Bowl (e.g., game-day security, game-day traffic control); (ii) all Super Bowl Host Committee state and local tax returns; and (iii) documents establishing all deliverables provided by the Host Committee to the NFL and/or NFL Clubs.

(C) The NFL shall also use its best efforts to obtain this information for Super Bowls already awarded.

(D) At present, the NFL Draft does not have a Host Committee or equivalent entity. Should that change during the term of this Agreement, the terms of Subsection (B) and the mutual reservation of rights in Subsection (E) as to whether any Draft-related revenue should be considered AR shall apply to the NFL Draft Host Committees.

(E) The scope of any additional AR to be included with respect to Super Bowl Host Committees shall be expressly left open, with both parties reserving their rights.

(vii) Reasonably prior to the issuance of a Special Purpose Letter, the Accountants shall, as set forth in Appendix F attached hereto, notify designated representatives of the NFL and the NFLPA: (1) if the Accountants have any questions concerning the amounts of revenues reported by the Clubs or any other information contained in the Revenue Reports submitted by the Clubs; and (2) if the Accountants propose that any adjustments be made to any revenue item or any other information contained in the Revenue Reports submitted by the Clubs.

(viii) In the event of any dispute concerning the amounts (as opposed to includability or the interpretation, validity or application of this Agreement) to be included in the Revenue Reports, including any dispute concerning any findings or determinations concerning expenses made by the Accountants related to Subsection 1(a)(xiii)(2) above that cannot be resolved among the parties (hereinafter referred to as "Disputed Adjustments"), such dispute shall be resolved by the Accountants after consulting and meeting with representatives of both parties. Notwithstanding the foregoing, either party shall have the

right to contest, by commencing a System Arbitrator proceeding pursuant to this Agreement, any Disputed Adjustments made by the Accountants, whenever such Disputed Adjustments for all Clubs are adverse to the party commencing the proceeding in an aggregate amount of \$5 million or more in any League Year covered by this Agreement. If the Disputed Adjustments for all Clubs are adverse to the party commencing the proceeding in an aggregate amount of \$5 million or more but less than \$10 million, the parties agree that: (1) the hearing will take place on an expedited basis and will not last longer than one full day, provided, however, that if, despite the reasonable efforts of the parties, the hearing cannot be completed in one day, the hearing shall continue, unless the parties otherwise agree, day-to-day until concluded; and (2) if the party that brings the proceeding does not substantially prevail after the hearing, then that party shall pay the reasonable costs and expenses, including attorneys' fees, of the other party for its defense of the proceeding. The immediately preceding sentence shall have no application to System Arbitrator Proceedings in which the Disputed Adjustments for all Clubs adverse to the party bringing the proceeding equal or exceed \$10 million. All other disputes among the parties as to the interpretation, validity, or application of this Agreement, or with respect to any Salary or Benefits amount included in a Revenue Report, shall be resolved by the System Arbitrator appointed pursuant to this Agreement, as set forth in Article 15.

(ix) After receiving a Final Special Purpose Letter, the NFLPA shall have the right, upon reasonable notice and at its own expense, to conduct an audit of the League and any of its Clubs to further verify the accuracy of the information in such Final Special Purpose Letter through an auditor hired by the NFLPA (subject to notification and approval by the NFL, not to be unreasonably withheld) (the "NFLPA Auditor"). A representative of the NFL shall accompany the NFLPA Auditor on any site visits during any such audit, but shall not interfere with the conduct of the audit. The NFLPA Auditor shall make diligent efforts to complete its report no later than sixty (60) days prior to the scheduled issuance of the next Final Special Purpose Letter so that the Accountants and the parties may address any issues in advance of such next Final Special Purpose Letter. The Clubs shall provide reasonable cooperation in the audit process. The NFLPA Auditor may copy documents it reviews in the course of its audits and maintain copies of documents reviewed in its office. Other than as set forth in this Subsection, the NFLPA Auditor may not show any such copies to anyone other than its partners, employees, and agents. The documentation made available and the information contained therein shall be held in strict confidence and may be discussed only with individuals authorized in this Subsection, or as jointly authorized by the NFL and the NFLPA. The NFLPA Auditor may prepare one or more written or oral reports for the use of the NFLPA in connection with this Agreement, which may refer to and discuss the contents of documents reviewed, but which may not include copies of any such documents. Any such report shall not be referred to or distributed to anyone outside of the NFLPA or the NFLPA Auditor for any other purpose. If the NFLPA determines in the exercise of its judgment that matters discussed in the NFLPA Auditor's report may indicate a violation of this Agreement, then the NFLPA Auditor may show (but not provide) a copy of such documents (or portions thereof) that it considers in the exercise of its judgment to be relevant to such potential violation to counsel for the NFLPA, the Executive Director and General Counsel of the NFLPA, up to three NFLPA staff personnel (whose authority to receive such information

shall be disclosed in advance to the NFL) and up to three members of the NFLPA Executive Committee (whose authority to receive such information shall be disclosed in advance to the NFL). In addition, a copy of such documents may be presented to the System Arbitrator and/or a court in any proceeding to enforce this Agreement. At least four (4) business days prior to commencing any such proceeding based upon such documents, the NFLPA will advise the NFL of the alleged violation upon which the proceeding would be based; the parties shall stipulate to reasonable protective order terms and conditions to protect the confidentiality of such information. Except in connection with a proceeding as described in the preceding sentence, the NFLPA, its representatives and agents shall not refer to or distribute such copies to anyone outside of their organizations for any other purpose.

(b) **Projected AR, Projected Benefits, True-Ups, and Timetable.**

(i) Prior to the start of each League Year, the parties will meet for the purpose of agreeing upon the projections to be used to determine Projected AR and Projected Benefits, including incremental stadium-related revenues from the opening or any new stadium or major renovation of an existing stadium, or any known modifications of an existing stadium lease, and contracted revenues and/or percentage adjustments to be used for League Media, NFL Ventures/Postseason, and Local AR from the prior League Year. In the absence of agreement of the parties otherwise, Projected AR shall be projected on the basis of: (A) for League Media AR, on the basis of the League Media contracts; (B) for NFL Ventures/Postseason AR, on the basis of League-level contracts and year-over-year growth rates for such AR not specified in a League-level contract; and (C) for Local AR, (1) for gate, on the basis of the average prior-year ticket price (taking into account any announced price increases or decreases for the upcoming season) multiplied by the actual prior-year attendance (adjusted to account for any new or significantly renovated stadiums, relocations, or expansions); and (2) for all other Local AR, on the basis of the year-over-year growth rates, or, in the absence of agreement on the growth rate, on the basis of the annual percentage increase for such revenues over the prior four League Years (using a compound annual growth rate), in either case adjusted to account for any new or significantly renovated stadiums, new revenue streams, relocations, or expansions. Projected Benefits shall be any Benefits projected to be paid (or properly accrued) in the applicable League Year pursuant to this Agreement, provided that if the amounts to be paid for any Benefit during the next League Year are not reasonably calculable, then, for the purposes of calculating Projected Benefits, the projected amount to be paid for the Benefit shall be the amounts expended by NFL Teams for the same Benefit in the prior League Year.

(ii) Based on the meeting described in Subsection (i), the Accountants shall prepare an Initial Special Purpose Letter based on the Clubs' January reporting submissions that will set forth Projected AR and Projected Benefits for the upcoming League Year and an initial calculation of actual AR and actual Benefits from the prior League Year. Following the method set forth in Section 6 below, any difference between the Salary Cap from the prior League Year and the Salary Cap that would have applied in that League Year had the updated AR and Benefits information been used as Projected AR and Projected Benefits when that Salary Cap was set shall be a "True-Up," to be credited or deducted, as the case may be, in the calculation of the Salary Cap for the upcoming League Year using the method set forth in Section 6. Any such True-Up shall include Interest.

(iii) No later than August 30 of each League Year, the Accountants shall prepare a Final Special Purpose Letter based on the final reporting packages from the League and the Clubs from the prior League Year, that shall set forth (A) the final calculation of actual AR for the prior League Year, (B) the final calculation of actual Benefits for the prior League Year, and (C) the League-Wide Cash Spending for the prior League Year. Following the method set forth in Section 6 below, any difference between: (1) the Salary Cap from the prior League Year as adjusted by any True-Up made after the Initial Special Purpose Letter pursuant to Subsection (ii) above; and (2) the Salary Cap that would have applied if the AR and Benefits from the Final Special Purpose Letter had been used as Projected AR and Projected Benefits when that Salary Cap was set, shall be a further “True-Up,” to be credited or deducted, as the case may be, in the calculation of the Salary Cap for the upcoming League Year using the method set forth in Section 6. Any such further True-Up shall include Interest. For the 2020 League Year only, Projected AR shall contain the NFL’s good faith estimate of \$150 million for the revenues that will be generated by the addition of the two playoff games for the 2020 NFL season referenced in the letter dated March 3, 2020 between the NFL and the NFLPA on this subject. If, but only if, such additional playoff games are not added in 2020, then there will be no true-up for this projection.

(iv) In the Final League Year, the Accountants shall issue the Final Special Purpose Letter by May 1st of the Final League Year, and any True-Up related to the Final League Year shall be implemented immediately.

(v) Notwithstanding the foregoing or anything else in this Agreement, if, after the initial calculation of Projected AR for a League Year, a new League-wide television contract is entered into for that League Year, such amounts shall be substituted for the amount for League-wide television revenues previously included in Projected AR. In addition, if one or more new Clubs are scheduled to be added to the NFL during the next League Year as one or more expansion Clubs, Projected AR will include an additional projection of AR determined in a manner agreed to by the parties. In all of the events described in this Subsection, the Accountants shall calculate a revised Projected AR, Projected Benefits, and Projected Player Cost Amount within fourteen (14) days of the triggering event, and the Salary Cap shall immediately be adjusted accordingly, utilizing the method set forth in Section 5.

(vi) In the event that the NFLPA exercises any right to reduce or freeze or increase certain Benefits, Projected Benefits (and the Salary Cap) shall be adjusted immediately to reflect such changes.

(vii) In the event the amount of Projected Benefits is adjusted pursuant to: (1) Subsection (vi) above; (2) the dispute resolution procedures of Article 52, Section 4; (3) agreement of the parties; or (4) as otherwise permitted by this Agreement, then the Salary Cap shall be immediately recalculated to reflect the adjustment in Projected Benefits.

#### **Section 4. Stadium Credit:**

(a) For each League-approved stadium project other than Los Angeles beginning on or after the effective date of this Agreement, there shall be a credit of fifty percent (50%) of the private cost (whether incurred by a Club, Club Affiliate, or the League) to construct or renovate the stadium, or seventy-five percent (75%) of such cost for stadium

construction or renovation in California, which cost shall include financing costs, amortized over a maximum of 15 years using an agreed-upon rate based on the NFL's long-term borrowing cost to fund or support stadium construction, beginning in the League Year before such new stadium opens. The aggregate credit for all such approved projects for each League Year shall be part of the "Stadium Credit." For purposes of this Subsection, the private cost shall not include any revenues that are excluded from AR related to the project pursuant to Section 1(a)(vi)(1), 1(a)(vii)(1) or 1(a)(viii)(1) above.

(b) In each League Year, the Stadium Credit shall also include an amount equal to 70% of:

(i) Any PSL revenues excluded from AR pursuant to Subsection 1(a)(vi)(1) above, net of amounts specified in Subsection 1(a)(i)(1) above, and amortized over a maximum of 15 years with Interest, beginning in the League Year before the new stadium opens or the renovation is completed;

(ii) Any PSR revenues excluded from AR pursuant to Subsection 1(a)(vii)(1) above, net of amounts specified in Subsection 1(a)(i)(1) above, beginning in the League Year in which the new stadium opens or the renovation is completed;

(iii) Any naming/cornerstone revenues excluded from AR pursuant to Subsection 1(a)(viii)(1) above, with any lump-sum payments amortized over the life of the naming/cornerstone rights agreement up to a maximum of 15 years, beginning in the League Year the new stadium opens or the renovation is completed.

(c) The Stadium Credit shall also include 50% of the cost of capital expenditures incurred during such League Year in any stadium that relate in any way to the fan experience at such stadium (regardless of when the stadium was constructed or renovated), amortized over five years (except for video boards, which shall be amortized over seven years), with Interest, such costs to be verified as capital expenditures by the Local Accountants and the Accountants using GAAP.

(d) Notwithstanding the foregoing, absent NFLPA approval, the Stadium Credit may not equal an amount greater than 1.5% of Projected AR or AR for that League Year (the "Stadium Credit Threshold").

(e) If the sum of the amounts described in Subsections (a)–(c) above would result in a Stadium Credit that would exceed the Stadium Credit Threshold, then the Stadium Credit shall be an amount equal to the Stadium Credit Threshold, unless the parties have agreed otherwise.

(f) **Cap Effect Guarantee.** (i) In the event that the Stadium Credit was initially calculated to exceed the Stadium Credit Threshold, then for any individual stadium for which PSL, PSR, naming/cornerstone revenues were excluded from AR for that League Year, and to the extent that such revenues were excluded, and which excluded revenues were not included in the calculation determining that the Stadium Threshold had been reached, the "Incremental Cap Effect" from such stadium shall exceed the "Exclusion Cap Effect" by 125%. In the event that the Incremental Cap Effect does not exceed the Exclusion Cap Effect by 125% (a "Shortfall"), then an additional amount shall be imputed into AR sufficient to eliminate the Shortfall in the Salary Cap.

(ii) For purposes of this Subsection, "Exclusion Cap Effect" equals 40% of the amount of revenue excluded from AR. "Incremental Cap Effect" equals 40% of the "Incremental AR" from the stadium in question. "Incremental AR" means the difference

between the AR generated from the stadium in question as compared to the “Base AR.” “Base AR” means the AR generated from such stadium or its predecessor in the year prior to the completion of the construction or renovation (the “Base Year”); if PSR revenues are being excluded from AR for such stadium, Base AR shall not include any PSR revenues from the Base Year.

(iii) For example, if in the 2018 League Year the Stadium Credit is calculated initially to be more than 1.5% of AR (i.e., to have reached the Stadium Credit Threshold), and if Stadium A had an amortized PSL exclusion of \$20 million that was not part of the Stadium Credit Threshold, then the Exclusion Cap Effect of Stadium A would be \$8 million (40% of \$20 million). Under this Subsection, for this League Year, the League would “guarantee” that the Incremental Cap Effect from Stadium A would not be less than \$10 million (e.g., 125% of \$8 million). If the actual Incremental AR from Stadium A resulted in an Incremental Cap Effect of \$8 million, then \$5 million in additional AR would need to be imputed for the 2018 League Year to resolve the \$2 million Shortfall so that the net Cap Effect from Stadium A would be \$10 million. (If, on the other hand, the \$20 million PSL exclusion was included in the Stadium Credit (that is, if 70% of \$20 million is part of the 1.5% Stadium Credit being taken for the 2018 League Year), then Stadium A is not subject to the Cap Effect Guarantee, but any PSL exclusions for other stadiums not included in the Stadium Credit would be subject to the Cap Effect Guarantee. For the avoidance of doubt, this calculation will be done every year such excluded revenues are subject to the Cap Effect Guarantee.)

(g) For purposes of this Section, for any PSL revenues subject to the Cap Effect Guarantee the amortization period for the exclusion shall begin in the League Year in which the new or renovated stadium opens.

(h) For purposes of this Section, amounts shall count toward the Stadium Credit Threshold on a chronological basis (e.g., the portion of the Stadium Credit associated with the first League-approved project after the effective date of this Agreement shall be the first amounts included in the calculation of the Stadium Credit Threshold). Within each project, first the amount pursuant to Subsection (a) above shall be calculated, followed by any amount attributable to an AR exclusion as described in Subsection (b).

**Section 5. Joint Contribution Amount:** For each League Year, each NFL Club shall contribute 1/32 of the Joint Contribution Amount for that League Year, 47.5% of which total Joint Contribution Amount shall reduce the Player Cost Amount (by acting as a credit against AR). For the 2020 League Year, the Joint Contribution Amount shall be \$85.323 million, of which: (a) 40% shall be dedicated, as determined by the NFLPA, among the Former Players Benefit Trust (for healthcare or other benefits, funds, or programs for retired players), Former Player Labor–Management Cooperation Committee Trust, Former Player Life Improvement Plan (as described in Article 63), the Non-vested Former Player Wellness Plan (as described in Article 63A), and the Gene Upshaw Player Assistance Trust, or any other former player benefits programs at the discretion of the NFLPA; (b) 20% shall be dedicated to medical research, as agreed to by the parties; and (c) 40% shall be determined by the 32 NFL Clubs dedicated to charities, including the NFL Charities, the NFL Player Care Foundation or successor organizations. With respect to the 20% portion that shall be dedicated to medical research, the parties have agreed that: (1) for the

2020 League Year, this portion shall be allocated equally between the NFL and the NFLPA, in their respective discretion, for medical research, consistent with the August 20, 2013 side letter ; and (2) for the 2021–2030 League Years, this portion shall be allocated one-third to the Joint Engineering Committee, one-third to the NFLPA to be used in its discretion for medical research, and one-third to the NFL to be used in its discretion for medical research. The Joint Contribution Amount shall increase by 5% each subsequent League Year, and the allocation described in the preceding sentence shall be adjusted pro rata to reflect such increase. In the event that the Joint Contribution Amounts dedicated pursuant to this Subsection are not spent or used in their entirety in the specified League Year, any such remaining amounts shall remain available in future League Years to be used only pursuant to the identified categories above. (In no event, however, shall any remaining Joint Contribution Amounts from a prior League Year be trued up for purposes of the calculation of the Salary Cap.).

**Section 6. Calculation of the Player Cost Amount and Salary Cap:**

(a) **Revenue Buckets.** AR shall be subdivided into three categories for purposes of calculating the Player Cost Amount and Salary Cap: (1) League Media AR; (2) NFL Ventures/Postseason AR; and (3) Local AR.

(i) **League Media.** League Media AR shall consist of the revenues arising from (1) television rights sold or licensed either nationally or packaged on a regional basis for the telecast or broadcast of live or near-live transmission of entire or near-entire NFL games (but not highlights) via broadcast or cable television, satellite, internet, or other media (but not for up to sixteen regular season games telecast or broadcast by the NFL Network); (2) international television rights for live and delayed games; (3) national terrestrial, satellite, and internet radio; and (4) the Copyright Royalty Tribunal. For the avoidance of doubt, as of the 2019 League Year the only revenues that would fall into category (1) are the rights fees paid by FOX (for the NFC afternoon package and the Thursday Night Football package), CBS (for the AFC afternoon package), ESPN (for the Monday Night Football package, but not for the digital and international rights, which shall be in the Ventures bucket), and NBC (for the Sunday Night Football package) (in each of the foregoing cases, following the allocation of rights fees as set forth in the parties' side letter agreement of February 8, 2018), DIRECTV (for the Sunday Ticket package, but not for the separate NFL Network carriage agreement), Verizon (but, without prejudice to the parties' positions on any other issue, only for the revenues associated with the right to sell advertising during live NFL games, and not for revenues associated with any other rights, which are included in the NFL Ventures/Postseason Bucket), and Amazon (for the digital simulcast rights for the FOX Thursday Night Football package, but not for the SVOD content and other ancillary rights which are included in the NFL Ventures/Postseason Bucket); the only revenues that would fall into category (3) are the rights fees paid by Westwood One (for the national terrestrial radio package), Sirius (for the national satellite radio package), and Tune-In (for the national Internet radio package).

(ii) **NFL Ventures/Postseason.** NFL Ventures/Postseason AR shall consist of: (A) revenues (other than those described in Subsection (i) above) arising from the operation of postseason NFL games received or to be received by the NFL or NFL affiliates (as opposed to by Club or Club Affiliates); and (B) revenues (other than those described

in Subsection (i) above) arising from operation of NFL-affiliated entities (including without limitation NFL Ventures, NFL Network, NFL Properties, NFL Enterprises, NFL Productions, and NFL Digital (including NFL.com and NFL Mobile)). For the avoidance of doubt, revenues in this category include without limitation: (1) all revenues of NFL Network, including those related to the broadcast, telecast or distribution of live NFL games and the RedZone channel; and (2) the revenues of NFL Ventures/NFL Digital from the agreement with Verizon (other than as described above); the revenues of NFL Ventures/NFL Digital from the Game Pass product (to the extent that it only distributes out-of-market games); the revenues from NFL Ventures/NFL Films from the NFL Films agreement with ESPN; in each of the cases listed after (2) above, as such agreements existed as of the 2019 League Year.

(iii) **Local.** Local AR shall consist of all AR received or to be received by the Clubs or Club Affiliates and not included in League Media AR or NFL Ventures/Postseason AR. For the avoidance of doubt, Local AR shall include revenues from the sale or license by Clubs of preseason game television rights.

(iv) **Bundled Rights.** If, in future League Years, League Media rights are bundled and sold or licensed with other rights that would be within the Ventures or Local AR “bucket,” the parties will discuss in good faith the appropriate bucket allocation of the revenues for such rights. In the absence of agreement, the issue shall be resolved by an “Allocation Arbitrator,” who shall be jointly selected by the parties. The parties shall each propose an allocation to the Allocation Arbitrator, who will decide which proposed allocation to adopt (i.e., a “baseball-style” arbitration). This Subsection shall not apply to any of the current contracts specified in Subsections (i) and (ii) above.

(v) **No Migration.** No AR may be included in more than one of these categories, and all AR must be included in one of these categories. Revenue for substantially similar rights, services, sales, etc. as for the 2019 League Year shall not migrate into another revenue bucket in subsequent League Years regardless of the entity which receives or generates the AR in such subsequent League Years.

(b) [Omitted].

(c) **Player Cost Amounts.** For each League Year, the Player Cost Amount and Salary Cap shall be calculated using the information from the Special Purpose Letters in the following four-step manner:

(i) **Calculation of the Projected Player Cost Amount.** The Player Cost Amount shall be calculated initially as the sum of: (1) 55% of projected League Media AR; (2) 45% of projected NFL Ventures/Postseason AR (other than AR from new line of business projects pursuant to Subsection 1(a)(xii)(2) above); (3) 40% of projected Local AR; and (4), if applicable, 50% of the net AR for new line of business projects pursuant to Subsection 1(a)(xiii)(2) above; less (5) 47.5% of the Joint Contribution Amount.

(ii) **Bands.** (A) If, in the 2020 League Year, the Player Cost Amount before application of the Stadium Credit is greater than 48.5% of Projected AR then the Player Cost Amount shall be reduced to 48.5% of Projected AR. If, in the 2020 League Year, the Player Cost Amount is less than 47% of Projected AR, the Player Cost Amount shall be increased to 47% of Projected AR.

(B) If, in the 2021–2030 League Years, the Player Cost Amount before application of the Stadium Credit is greater than 48.5% of Projected AR then the Player Cost



Amount shall be reduced to 48.5% of Projected AR. If, in any of these League Years, the Player Cost Amount is less than 48% of Projected AR, the Player Cost Amount shall be increased to 48% of Projected AR.

(iii) **Application of Stadium Credit.** The Player Cost Amount shall be reduced by the Stadium Credit, provided that, after application of the Stadium Credit, the Player Cost Amount shall not be below: 47% of Projected AR for the 2020 League Year; or 48% of Projected AR for the 2021–2030 League Years. If, in the 2020 League Year, application of the Stadium Credit and/or the LA Exclusion (as described above) would result in a Player Cost Amount below 47% of Projected AR, then the Player Cost Amount shall be increased to 47% of Projected AR. If, in the 2021–2030 League Years, application of the Stadium Credit and/or the LA Exclusion (as described above) would result in a Player Cost Amount below 48% of Projected AR, then the Player Cost Amount shall be increased to 48% of Projected AR.

(iv) **Media Kicker.** In any League Year in which the NFL elects to have a 17-game regular season and has negotiated “New Media Contracts” (as defined below) (a “Covered Season”), the Player Cost Amount (as calculated pursuant to Subsections (i)–(iii) above) may be increased by the Media Kicker. As set forth below, the Media Kicker will apply in a Covered Season in which the “Average Annual Value” of the “New Media Contracts” exceeds a certain threshold. The amount of the Media Kicker will be calculated in accordance with the process set forth in this Subsection.

(A) **Definitions.** For purposes of this Subsection:

(1) **“Current Average”:** The average annual League Media AR for the 2014–2022 seasons. For purposes of determining the Current Average, League Media AR shall mean the revenues from television rights sold or licensed either nationally or packaged on a regional basis for the telecast, broadcast, or streaming of live or near-live transmission of entire or near-entire NFL games (but not highlights) on broadcast, cable, satellite, internet, or other media (but not for up to sixteen regular season games telecast or broadcast by the NFL Network) from: (i) ESPN (for the Monday Night Football Package); (ii) CBS (for the Sunday afternoon package); (iii) FOX (for the Sunday afternoon package and the Thursday Night Football broadcast package); (iv) NBC (for the Sunday Night Football package) (in cases (i)–(iv) using the allocations from those contracts as set forth in the Parties’ February 8, 2018 side letter agreement); (v) DIRECTV (for the Sunday Ticket package); (vi) Verizon (for the value of the rights to stream live games, but not for highlights, ancillary programming, sponsorships, enhancements, or ad sales on NFL Network); and (vii) live- or near-live entire or near-entire game content delivered via digital simulcast or streaming (e.g., “all access” / “Over-The-Top” (“OTT”) products). The parties agree that the Current Average is \$7.357 billion.

(2) **“New Media Contracts”:** The contracts (or portions thereof) for television rights entered into after the 2020 League Year for the 2020 League Year or beyond sold or licensed either nationally or packaged on a regional basis for the telecast or broadcast of live or near-live transmission of entire or near-entire NFL games (but not highlights) on broadcast, cable, satellite, internet, or other media (but not for up to seventeen regular season games telecast or broadcast by the NFL Network) substantially similar in scope to such rights for up to a 17-game season in the contracts from which the Current Average described above is derived. The same allocations from the parties’ February 8,

2018 side letter agreement will apply to the determination of the value of the New Media Contracts. The NFL has committed to negotiate at least one New Media Contract for the 2021 League Year should the NFL elect to have a seventeen-game regular season in the 2021 League Year.

(3) **“Average Annual Value” (“AAV”):** The Average Annual Value for the New Media Contracts is determined by dividing the total League Media AR from those contracts (using the definitions and method described in Subsection (2) above) by the number of seasons covered by those contracts. Average Annual Value will be recalculated upon any negotiation or renegotiation of a New Media Contract during the term of this Agreement. In the event that a New Media Contract (in whole or in part) covers a partial season, the revenue for such season for purposes of the new AAV calculation shall be determined based on a full-year equivalent value. In the event that there are New Media Contracts of different lengths, the AAV of the New Media Contracts as a whole shall be determined by calculating the AAV of each component contract over the term of that contract and summing the total.

(4) **“Kicker Threshold”:** For the purpose of the calculation of the Media Kicker, the Parties agree to set thirty-five percent (35%) as the threshold deal-over-deal average increase for new media agreements. In other words, the Kicker Threshold is 135% of the Current Average, or  $\$7.357 \times 135\%$ , or  $\$9.932$  billion. In order for the Media Kicker to apply in a Covered Season, the actual AAV of the New Media Contracts must exceed the Kicker Threshold.

(B) **Calculation.** The Media Kicker shall be calculated using the following steps:

(1) Subtract the Current Average from the AAV of the New Media Contracts, divide by the Current Average, multiply by 100, and round the result to the nearest one-hundredth to determine the “Actual Deal-Over-Deal Average Increase” or “ADODAI,” which is expressed as a percentage. If ADODAI is less than or equal to 35%, then there will be no Media Kicker.,

(2) If the ADODAI is greater than 35%, determine the applicable Kicker Player Cost Percentage (“Kicker PC %”) using the Slotted Player Cost % Methodology reflected in Appendix AA.

(3) Multiply the Kicker PC % by Projected AR for the League Year to determine the “Kicker Value” (subject to a True-Up based on any difference between Projected AR and actual AR, as provided for in Subsection (C) below).

(4) Increase the Player Cost Amount by the Kicker Value. As indicated in Appendix AA (“Slotted PC %”), by way of illustration, without limitation: (i) if the ADODAI is 60%, then the Kicker Value will increase the Player Cost Amount for each season covered by the New Media Contracts to 48.5% of AR prior to application of any Kicker Bank as described in Subsection (F) below; (ii) if the ADODAI exceeds 60%, then the NFL shall be entitled to a recoupment as described in Subsection (5) below; (iii) if the ADODAI is 75%, then the Kicker Value will increase the Player Cost Amount for each season covered by the New Media Contracts to 48.5% of AR prior to: (1) the recoupment described in Subsection (5) below; and (2) application of any Kicker Bank as described in Subsection (F) below; (iv) if the ADODAI is 100%, then the Kicker Value will increase the Player Cost Amount for each season covered by the New Media Contracts to 48.6% of AR prior

to: (1) the recoupment described in Subsection (5) below; and (2) application of any Kicker Bank as described in Subsection (F) below; (v) if the ADODAI is 110%, then the Kicker Value will increase the Player Cost Amount for each season covered by the New Media Contracts to 48.7% of AR prior to: (1) the recoupment described in Subsection (5) below; and (2) application of any Kicker Bank as described in Subsection (F) below; and (vi) if the ADODAI is 120%, then the Kicker Value will increase the Player Cost Amount for each season covered by the New Media Contracts to 48.8% of AR prior to: (1) the recoupment described in Subsection (5) below; and (2) application of any Kicker Bank as described in Subsection (F) below.

(5) If the ADODAI is greater than 60% of the Current Average, then the NFL shall be entitled to a “recoupment” of a portion of the Media Kicker (“Kicker Credit”) related to the ADODAI “corridor” between 60–70%, calculated in accordance with the agreed-upon methodology (“Kicker Credit Calculation”). In such circumstances, the Player Cost Amount will be reduced by the applicable Kicker Credit, provided that such recoupment cannot reduce the Player Cost Amount below 48.4% of AR prior to application of any Kicker Bank as described in Subsection (F) below. The Kicker Credit shall be calculated on an annual basis; the actual amount of the Kicker Credit in each League Year will be determined by applying this methodology to the total amount of AR for that League Year.

(6) If the ADODAI exceeds 120%, there will be no additional amounts added to the Media Kicker (i.e., the Media Kicker will be calculated as if the ADODAI was 120%), prior to application of any Kicker Bank as described in Subsection (F) below.

(C) **True-Ups.** Calculations related to the Media Kicker will be subject to the same True-Up procedures as other True-Ups in Article 12 based on differences between Projected and actual AR. To the extent that the Media Kicker based on Projected AR is greater or lesser than the Media Kicker later calculated based on actual AR for that League Year, the difference (positive or negative) shall be applied as a True-Up to the next Salary Cap (except as provided in the Final League Year as set forth in Section 3(b)(iv)).

(D) **No Acceleration Into this Agreement.** If one or more of the New Media Contracts extend beyond the term of this Agreement, there shall be no acceleration of revenues into the League Years covered by this Agreement, and the Media Kicker calculation shall cease as of the last League Year covered by this Agreement, provided that the NFLPA reserves the right to challenge whether the revenues for rights for seasons after this Agreement are significantly disproportionate to the revenues for rights for seasons within this Agreement (taking into account the time-value of money and any differences that may exist in the scope of rights for seasons within and seasons after this Agreement) and were negotiated in that manner for a principal purpose of reducing the Media Kicker. If the NFLPA establishes the foregoing by a clear preponderance of the evidence, then the System Arbitrator shall have the authority to reallocate any amounts into the Media Kicker calculation that are found to be improperly attributed to League Years after the end of this Agreement.

(E) **Amended Contracts for Non-Covered Seasons.** If, after the start of the 2020 League Year, the NFL negotiates any New Media Contracts that do not contemplate or reflect a 17-game regular season, and the NFL subsequently negotiates New Media

Contracts with the same counterpart(ies) for any Covered Season, any incremental television revenues from the first set of such New Media Contracts will be included in, and sloped in the same manner as, the AAV from the second set of such New Media Contracts for purposes of determining the Media Kicker.

(F) **Multiple Rounds of New Media Contracts.** If there are multiple rounds of New Media Contracts, the Media Kicker will be “reset” upon execution of the second (or any subsequent) round of New Media Contracts in the following manner:

(1) Determine the AAV of the New Media Contracts as a whole (i.e., divide the total League Media AR in those contracts for any Covered Season under this Agreement by the total number of Covered Seasons under this Agreement covered by those contracts).

(2) Subtract the Current Average from the resulting, updated AAV from Subsection (1), divide by the Current Average, multiply by 100, and round the result to the nearest one-hundredth to determine the overall ADODAI.

(3) If this ADODAI is greater than 35%, determine the applicable Kicker Player Cost Percentage (“Kicker PC %”) using the Slotted Player Cost % Methodology reflected in Appendix AA.

(4) Multiply the Kicker PC % by Total AR for the current League Year and any prior League Years covered by the New Media Contracts to determine the revised “Kicker Value” for each such League Year.

(5) Determine the applicable Kicker Credit (if any) for the current League Year and any prior League Years covered by the New Media Contracts using the updated ADODAI.

(6) For any prior League Years, determine the amount (if any) of the Kicker Bank that results by subtracting the sum of the original Kicker Value and Kicker Credit from the sum of the revised Kicker Value and Kicker Credit for that League Year. The Kicker Bank for any League Year can be either a positive or negative number. The Cumulative Kicker Bank is the sum of the Kicker Banks for each prior League Year.

(7) For the current League Year, increase the Player Cost Amount by the Kicker Value, then reduce it by the Kicker Credit, and then adjust it by a percentage of the Cumulative Bank, which percentage shall be the same percentage as the AR from the New Media Contracts in that League Year is to the total value of the New Media Contracts with respect to League Years under this Agreement (e.g., if the AR from the first League Year covered by the New Media Contracts is 10% of the total value of the New Media Contracts with respect to League Years covered by this Agreement, then 10% of the Cumulative Bank (whether that is a positive or negative number) shall be applied in that first League Year). For the avoidance of doubt, the Kicker Bank (which operates in effect as a “true-up”) can result in a final Player Cost Amount that exceeds the ceiling or is lower than the floor that would otherwise apply.

(8) In the event a new round of New Media Contracts would not result in an increase (or decrease) in the Salary Cap of \$100,000 or more (per Club), the reset of the Media Kicker shall be deferred until any subsequent round meets that threshold.

(v) **Salary Cap.** The Salary Cap for a League Year shall be the Player Cost Amount for that League Year less Projected Benefits for that League Year, divided by the number of Clubs in the League in that League Year, adjusted by any applicable True Up.

**Section 7. [Omitted]**

**Section 8. Guaranteed League-Wide Cash Spending:**

(a) [Omitted].

(b) For each of the following multi-League-Year periods 2017–2020 (four League Years) 2021–2023 (three League Years), 2024–2026 (three League Years), and 2027–2030 (four League Years), there shall be Guaranteed League-Wide Cash Spending of 95% of the Salary Caps for such League Years for each such period multiplied by the number of Clubs in the League during each such period. (Appropriate adjustments will be made if the number of Clubs in the League increases during each such a period.) (For example, if the Salary Caps for the 2024–2026 League Years were \$180, \$200, and \$220 million, respectively, the Guaranteed League-Wide Cash Spending over that four-year period would be \$ 18.24 billion (95% of \$600 million total Caps times 32 Clubs)).

(c) Cash Spending in a League Year shall consist of the sum of: (1) total Paragraph 5 Salary amounts earned or paid or committed to be paid to players; (2) signing bonus amounts earned or paid or committed to be paid to players (including amounts treated as signing bonus) without regard to proration and applying the valuation rules that apply to deferred Salary specified in Article 13, Subsections 6(a)(ii) and 6(d)(iii); and (3) any other non-Benefit amounts earned or paid or committed to be paid to players in that League Year (applying the valuation rules that apply to deferred Salary specified in Article 13, Subsections 6(a)(ii) and 6(d)(iv)) including, but not limited to, incentives, roster bonuses, reporting bonuses, offseason workout bonuses, weight bonuses, grievances settled, grievance awards, injury settlements or Paragraph 5 Salary advances. League-Wide Cash Spending shall consist of the aggregate of all Cash Spending in a League Year. Team Cash Spending, for each respective Club, shall consist of all Cash Spending by such Club.

(d) Any shortfall in the League-Wide Cash Spending at the end of a period in which it applies (e.g., at the end of the 2020, 2023, 2026, or 2030[] League Years) shall be paid on or before the first September 15 after the end of such League Year directly to the players who were on a Club roster at any time during the season(s), pursuant to reasonable allocation instructions of the NFLPA. Any shortfall shall be reduced by any Minimum Team Cash Spending shortfall payments made for such League Years pursuant to Section 9 below.

**Section 9. Minimum Team Cash Spending:**

(a) For the four-League Year period covering the 2017–2020 League Years, there shall be a guaranteed Minimum Team Cash Spending of 89% of the Salary Caps for such period.

(b) For each of the following multi-League-Year periods 2021–2023 (three League Years), 2024–2026 (three League Years), and 2027–2030 (four League Years), there shall be a guaranteed Minimum Team Cash Spending of 90% of the Salary Caps for such periods.

(c) Any shortfall in the Minimum Team Cash Spending at the end of a League Year in which it is applicable (i.e., the 2020, 2023, 2026, or 2030 League Years) shall be paid, on or before the next September 15, by the Team having such shortfall, directly to

the players who were on such a Team's roster at any time during the applicable seasons, pursuant to the reasonable allocation instructions of the NFLPA.

(d) Nothing contained herein shall preclude a Team from having Cash Spending in excess of the Minimum Team Cash Spending, provided that the Team complies with the accounting rules of the Salary Cap set forth in Article 13.

(e) If the NFL agrees, or a final judgment or award is entered by the System Arbitrator, that a Team has failed by the end of an applicable League Year to make the payments required to satisfy a Team's obligations to pay the Minimum Team Cash Spending required by this Agreement, then, in the event the Team fails promptly to comply with such agreement, judgment or award, the NFL shall make such payment on behalf of that Team (such funds to be paid as salary directly to the players on such Team at the direction of and pursuant to the reasonable allocations of the NFLPA).

**Section 10. Additional AR Accounting Rules:** The following accounting rules apply in addition to those set forth above. Absent an express provision to the contrary, all accounting rules applied prior to the 2011 League Year continue in effect, regardless of whether or not they are set forth or referenced in this Agreement.

(i) In the event that the NFL or an NFL Affiliate or a Club or Club Affiliate receives or has received a lump sum payment for sponsorship or other rights for or with respect to multiple years, which revenues would otherwise constitute AR, such revenues shall be allocated among such years according to one of the following methods which the NFL may elect prior to the initial allocation of each respective lump sum payment: (A) in equal annual portions over a period of five (5) years or the duration of the rights, whichever is shorter; or (B) in equal annual portions over a period of ten (10) years or the duration of rights, whichever is shorter; provided that Interest from the League Year the revenues are received until the League Years the revenues are allocated into AR shall be imputed and included in AR in equal portions over such periods.

(ii) If the NFL or an NFL Affiliate or a Club or a Club Affiliate enters into a multiyear contract pursuant to which revenues are to be received in different League Years, the contract's attribution of revenues to specific years shall not control the allocation of the revenues if the allocation is inconsistent with the schedule for receipt of such revenues. In that case, such revenues shall be allocated to the League Years in which they are received or to be received, unless the amount received or to be received in any League Year is grossly disproportionate to the pro rata portion of the total amount to be paid, in which case the rule set forth in Subsection (i) above shall apply.

(iii) Notwithstanding Subsections (i)–(ii) above, any remaining allocation of TR from lump sum payments under the Prior Agreement to the League Years of this Agreement shall be included as AR.

(b) **Sponsorship Revenues.**

(i) In the event that a Club provides tickets to any individual or entity having a sponsorship relationship with the Club (including tickets provided pursuant to any sponsorship contract), the face value of such tickets may be excluded from AR only if the tickets are excluded from AR under Section 1(a)(ii)(2)(D). In any case, all sponsorship revenue from sponsors (whether cash or barter) less only the face value of any tickets provided by the Club which are otherwise included in AR shall be included in AR (i.e., a

revenue amount that a Club receives from a sponsor in connection with the sponsor receiving tickets shall not be counted more than once).

(ii) In the event that a Club provides tickets to any individual or entity not having a sponsorship relationship with the Club, and the Club receives anything of value from such individual or entity, then the fair market value of the consideration received by the Club (whether cash or barter), less only the face value of any tickets provided by the Club which would otherwise be included in AR, shall be included in AR.

(iii) Charitable contributions made by sponsors or other entities that have a commercial relationship with a Club, to charitable entities affiliated with or designated by a Club (e.g., charitable foundations), pursuant to a contract with the Club, are Club revenues, and shall be classified as AR or non-AR, as appropriate, except if the commercial relationship is a relationship between a Club and a player.

(iv) If a national sponsor is obligated under the terms of the national contract to activate on the local level, and so long as the obligation in the national contract is not either (A) to all Clubs in the League, or (B) required to be activated with 20 or more Clubs, such activation revenues shall be included in the Local AR category. (For example, if the national contract requires the sponsor to activate \$10 million of Club-level sponsorship but does not specify a specific number of Clubs for which activation must occur, then such activations shall be included in AR in the Local AR category.)

(c) **Advertising-Barter Transactions.** (i) Subject to Subsections (ii)–(iv) below, the value assigned to revenue from barter transactions associated with advertising is to be based on the rate cards, and all other non-ticket barter transactions are to be valued at the fair market value of the goods or services received.

(ii) For local radio and television promotions that are non-guaranteed (i.e., the station has the unilateral discretion to extinguish the Club's right to the promotion), the value assigned to revenues associated with such promotions will be zero, unless (a) such promotions have a stated value in the contract, in which case the assigned value will be twenty-five percent (25%) of the stated value, or (b) the lack of a stated value is grossly disproportionate to the actual value. Any promotion that a Club may sell or otherwise transfer to a third party is agreed to be guaranteed, notwithstanding any other terms of the contract.

(iii) For local radio and television promotions that are guaranteed, the value assigned to revenue associated with such promotions will be one hundred percent (100%) of rate card, or the stated amount in the contract where the contract specifies a stated dollar amount of advertising which the Club may draw against.

(iv) Where the total revenue value provided by a Club in a barter transaction associated with advertising is greater, using rate card valuation, than the revenue value received by the Club, and where the Club is transferring to an unrelated party its rights to advertising, and where the goods and services received by the Club in the barter transaction have been valued at fair market value, the assigned value for the advertising provided by the Club may be reduced by the Accountants from the rate card valuation on a pro rata basis, where such reduction is needed to make the value of the goods and services provided by the Club equal to the value of the goods and services it received.

(d) **In-Kind Provisions.** The value of in kind provisions to the League office under contracts made by NFL Ventures or its subsidiaries (e.g., airline tickets) will not be

included in AR, up to a maximum of \$20 million for the 2020 League Year. This “cap” shall increase in each subsequent League Year at the same rate as AR. The value of any such in-kind provisions over the “cap” shall be included in AR at 90% (as with any other barter). The value of in kind provisions distributed or provided to Clubs under such contracts will be included in AR; the value of such provisions will be based upon actual usage or consumption by each Club (the Clubs will be responsible for tracking such usage or consumption). Nothing in this provision is intended to affect the parties’ agreement that production costs shall not be considered an “In-Kind” provision.

(e) **Luxury Boxes, Suites and Premium Seating.** Any revenues derived from or to be derived from any sale or conveyance of any right to revenue from luxury boxes, suites or premium seating that the NFL and NFLPA do not agree to treat as a PSL will be included in AR on a straight line amortized basis over the period of time covered by the sale or conveyance of such rights, up to the maximum useful life of the luxury boxes, suites or premium seating. Any revenues derived from or to be derived from the multiyear lease or sale of luxury boxes, suites or premium seating, as a prepayment or otherwise, will be included in AR on a straight-line amortized basis over the period of time covered by the multiyear lease or sale of such seating. If the Club or Club owner is required as part of the transaction to provide to the other party to the transaction with tickets to nonfootball events, the face value or fair market value of such tickets, whichever is lower, will not be included in the allocation.

(f) **Naming Rights/Pouring Rights.**

(i) If a Club or a Club Affiliate receives revenue in cash or barter for or in respect to pouring rights, such revenues shall be included in AR except to the extent set forth below.

(ii) If a Club or Club Affiliate receives revenues in cash or barter for or in respect to pouring rights at a stadium that serves as a venue for both the Club and Major League Baseball or Soccer, the proportion of such revenues to be included in AR shall be limited to: (A) for a Club or Club Affiliate that does not own or operate the stadium, any such revenues received by the Club or Club Affiliate from an unrelated third party, net of any revenues transferred to, or received by the Club or Club Affiliate from, the MLB tenant in connection with such pouring rights revenues (for example, if, in connection with a pouring rights transaction, the Club receives \$500,000 from an unrelated third party which owns and operates the stadium, transfers \$300,000 in revenue to the MLB tenant, and receives real estate to be used as a parking lot with a value of \$150,000 from the MLB tenant, \$350,000 shall be included in AR); and (B) for a Club or Club Affiliate that owns or operates the stadium, any such revenues received by the Club or Club Affiliate multiplied by a fraction, the numerator of which shall be the total attendance for all NFL games in the facility during the League Year in question (the “NFL Attendance”) and the denominator of which shall be the sum of the NFL Attendance in the League Year in question plus the total attendance at all MLB games, if any, in the facility during the League Year in question. In no case shall there be any double-counting of revenue.

(iii) If a Club or a Club Affiliate receives revenue in cash or barter for or in respect to naming rights, such revenues shall be included in AR except to the extent set forth in Subsection (ii) above or (iv) below.



(iv) If a Club or Club Affiliate receives revenues in cash or barter for or in respect to naming rights at a stadium that serves as a venue for both the Club and Major League Baseball, the proportion of such revenues otherwise eligible for inclusion in AR (the “eligible revenues”) shall be limited to: (A) for a Club or Club Affiliate that does not own or operate the stadium, any eligible revenues received from an unrelated third party, net of any revenues transferred to, or received by the Club or Club Affiliate from, the MLB tenant in connection with such naming rights revenues (see above); and (B) for a Club or Club Affiliate that owns or operates the stadium, sixty percent of eligible revenues received by the Club or Club Affiliate. In no case shall there be any double-counting of revenue.

(v) The parties agree that to “operate” a stadium for purposes of this Subsection (f) means that the Club or Club Affiliate has the right to receive all naming and pouring rights revenues.

(g) **Multi-Use Stadiums.**

(i) When a Club plays its home games in a multi-use stadium (e.g., the stadium is used for both NFL games and Major League Baseball or Soccer games) that is owned, operated, or leased by the Club or Club Affiliate, signage revenues which are received by the Club or a Club Affiliate in consideration for the right to display such signage during both NFL games and Major League Baseball games shall be allocated based on the total attendance in the stadium during the baseball and NFL seasons beginning in the same year (e.g., the 2020 baseball season and the 2020–21 NFL season). If a multi-use stadium is not used for Major League Baseball games or the revenues are received from an unrelated third party which owns, operates or leases the stadium, no allocation shall be made between the various sports and the entire amount of signage revenues received by the Club and/or Club Affiliate shall be included in the appropriate year(s).

(ii) Clubs may receive luxury box or PSR revenues in excess of ticket revenues subject to gate receipt sharing among NFL Clubs, when such revenue might also be attributable in part to the purchaser’s right to use the luxury box to attend nonfootball events, such as baseball, if such right is included in the purchase of the box from the Club. When a Club receives revenues in excess of ticket revenue subject to gate receipt sharing among NFL Clubs from the sale of luxury box rights which also permit the purchaser to attend Major League Baseball (or, in the case of the New England Patriots only, Major League Soccer) games, a weighted allocation shall be made of such revenue between AR and baseball- or soccer-related revenue, pursuant to the allocation method the parties agreed upon on October 20, 1994, based upon the respective ticket prices of the football and baseball (or, for the New England Patriots only, soccer) tickets. No allocation shall be made, and the full amount of the revenues will be included in AR, to the extent that the purchaser also has the right to use the box to attend nonfootball events other than Major League Baseball (or, for the New England Patriots only, Major League Soccer). The allocation method agreed to by the parties will not affect the inclusion in AR of the ticket revenue subject to gate receipt sharing among NFL Clubs.

(h) **Off-Site Games.** AR shall not include reimbursed travel expenses for Clubs playing in offsite games (non American-Bowl). Home Team travel expenses incurred by the League Office for the International Series game shall be netted against the

revenue from such game prior to its inclusion in AR except to the extent that such deduction has already occurred pursuant to Subsection 1(a)(xiii)(2).

(i) **Scrimmages/Training Camp/Coach's Show.** Revenue from scrimmages and training camps; and broadcast revenue from a Coach's show or pre-game and post-game show received by a Club will be included in AR. However, revenue from scrimmages or training camps that are donated to charities will not be included in AR.

(j) **Player Fines.** If a player fine is a deduction from a player's salary which is never paid (and thus not included in a W-2), it is not included in Salary or AR. If a fine is paid by the player, either as a deduction from gross salary or in a separate payment, it is counted as Salary. If the Club gives a fine to charity, it is not included in AR. If the Club spends a fine on behalf of all players for specific purposes that it (or any other Club) had previously earmarked as being paid by fine money for the benefit of all players (such as player parties), and the players were (and are) expressly notified of such specific earmarking, the fine is not included in AR. If the Club keeps a fine, it is included in AR. Any fine assessed by and paid to the League is not included in AR.

(k) **In-House Media Pro Rata Allocations.** If a Club operates a media business in-house and receives revenues, some of which would be AR and some of which would not be AR, the parties shall agree upon allocation of such revenues for inclusion in AR. If the parties cannot agree, the issue shall be resolved by a jointly-retained arbitrator who has experience in the media business. The current methodology utilized by the Washington Redskins to allocate the percentage of Red Zebra revenues that are NFL football-related shall continue for Red Zebra absent agreement of the parties otherwise.

(l) **Charitable Auction Proceeds.** Any auction proceeds that are dedicated to charities not affiliated with any Club or Club Affiliate shall not be included in AR.

(m) **Revenue Sharing.** Revenues in any revenue sharing pool established by the League, shall, for AR accounting purposes be included only once.

(n) **Concessions / Merchandising Agreements.** Beginning with concession and merchandising agreements entered into for the 2020 League Year, the determination whether a Club-related concession or merchandising business (or, for a League-related concession or merchandising business, only for revenues from operations located at the Super Bowl or NFL Draft, and not for any other revenues) is considered in-house or outsourced for the calculation of AR shall be determined based upon an assessment of: (1) inventory risk; (2) allocation of profit and which party bears the risk of loss; (3) operational control; (4) responsibility for fulfillment; and (5) final pricing authority, with no individual factor controlling. In the event that the NFL and the NFLPA cannot reach agreement on the outcome, the issue shall be determined by a neutral accounting expert mutually appointed by the parties to make such determination, which determination will be final and binding. The neutral accounting expert shall have authority to order discovery and receive evidence from the parties that he or she deems appropriate. In any such proceeding, no reference shall be made to GAAP or any other outside accounting standard determined by any third party.

**ARTICLE 13**  
**SALARY CAP ACCOUNTING RULES**

**Section 1. Calculation of the Salary Cap:** The amount of the Salary Cap for any League Year shall be determined in accordance with Article 12. The Salary Cap is the same amount for each Club.

**Section 2. Application of the Salary Cap:** No Club may have a Team Salary that exceeds the Salary Cap.

**Section 3. Calculation of Salary and Team Salary:**

(a) Subject to Subsection (b) below, Salary and Team Salary shall be determined in accordance with the rules set forth in Sections 5–8 below.

(b) For Preexisting Contracts, Salary and Team Salary shall be determined in accordance with the rules set forth in Article XXIV of the Prior Agreement; provided that if any Preexisting Contract is renegotiated or extended after July 25, 2011, it shall immediately be treated as a new Player Contract, subject to the rules set forth in Sections 5–8 below. (For the avoidance of doubt, if a Preexisting Contract is renegotiated or extended after July 25, 2011, the renegotiated or extended contract is not subject to the 30% Rule set forth in the Prior Agreement, but may be subject to the 30% Rule set forth in this Agreement).

**Section 4. Definition of “Salary”:**

(a) “Salary” means the compensation in money, property, investments, loans or anything else of value to which an NFL player (including Rookie and Veteran players and players whose contracts have been terminated) or his Player Affiliate is entitled in accordance with a Player Contract, but not including Benefits. Salary with respect to any period shall include all Salary actually payable with respect to such period under the terms of a Player Contract and all Salary attributable to such period under the terms of this Agreement.

(b) A player’s Salary shall also include any and all consideration received by the player or his Player Affiliate from a Club or Club Affiliate, even if such consideration is ostensibly paid to the player for services other than football playing services, if the NFL can demonstrate before the Impartial Arbitrator that the consideration paid to the player or Player Affiliate for such nonfootball services does not represent a reasonable approximation of the fair market value of such services as performed by such player. The Impartial Arbitrator’s determination may take into account, among other things: (1) any actual dollar amounts the player or Player Affiliate received for similar nonfootball playing services from an independent third party; and (2) the percentage of total compensation for non-football services received from third parties versus the Team or Team Affiliate.

**Section 5. Computation of Team Salary:** During any League Year in which the Salary Cap is in effect, all of the following amounts shall be included every day in determining a Team’s Team Salary:

(a) **Player Contracts.** Subject to the rules below in Section 6 of this Article, all amounts the Team has paid or is obligated to pay as set forth in all Player Contracts of current and former players covering a particular League Year, including exercised options, shall be included in Team Salary.

(b) **Tenders.**

(i) Drafted Rookies' Salaries shall be included in Team Salary automatically as of the day of the Draft at the Minimum Active List Salary until (1) the player is signed, (2) the Team's rights are relinquished through waivers, or (3) the Tuesday following the tenth week of the regular season (if the player is unsigned).

(ii) For Exclusive Rights players, the Minimum Active List Salary will be included in Team Salary when tendered until the player is signed, or the Team's rights are relinquished.

(iii) For players who are Restricted Free Agents, the Qualifying Offer will be included in Team Salary when tendered until the player is signed, the Qualifying Offer is withdrawn, or a "June 1 Tender" (if applicable) is made. If the player is unsigned and the Team makes a June 1 Tender (if applicable) or June 15 Tender, such Tender will be included until the player is signed, the Team's rights are relinquished, or the Tuesday following the tenth week of the regular season (if the player is unsigned).

(iv) For players who are Unrestricted Free Agents, the Unrestricted Free Agent Tender, if made, will be included in Team Salary as of July 15 or the first scheduled day of the first NFL Training Camp, whichever is later, and thereafter until the player is signed, the Tender is withdrawn, the Team's rights are relinquished or extinguished, or the Tuesday following the tenth week of the regular season (if the player is unsigned).

(v) For Transition Players and Franchise Players, the tender will be included in Team Salary when made until the player is signed, the Tender is withdrawn, the Team's rights are relinquished, or the Tuesday following the tenth game of the regular season (if the player is unsigned).

(vi) All Offer Sheets will be included in Team Salary when tendered until the player is signed to a Player Contract by any NFL Team, or the Offer Sheet is withdrawn.

(c) **Practice Squad Contracts.** Any Practice Squad contract Salaries shall be included in Team Salary except to the extent otherwise provided in Article 33, Section 6.

(d) **Termination Pay.** Any type of Termination Pay liability will be included in Team Salary at the time the player is released, except to the extent the Team is relieved of any such liability.

(e) **Grievances.** When a player salary grievance is filed against a Club, 40% of the amount claimed (or, for a player whose contract qualifies under Article 27, 40% of the player's Salary Cap count, prorated to reflect the number of weeks remaining in the regular season) will be counted in Team Salary until the grievance is resolved or until the end of the League Year, whichever comes first; at the end of the League Year, if any grievances have been settled or awards have been made, if the net total grievance amounts paid by the Club are more than the original 40% attributions and put the Club over the Salary Cap, the excess will be deducted from the Club's Team Salary in the following League Year; if the net total grievance amounts paid are less than the original 40% attributions and the Club finishes the season at the Salary Cap or below the Salary Cap by less than the amount of the unawarded attributions, the difference will be added to the Club's Team Salary for

the following League Year. If an award or settlement is made for a grievance in a League Year after the grievance was filed, and the grievance amount paid is more than the original 40% attribution, the excess shall be included in Team Salary when paid; if the grievance amount is less than the original 40% attribution, the difference shall be deducted from Team Salary when the award is made. If a player files a salary grievance against a Club for Injury Protection or Extended Injury Protection, the “amount claimed,” as that term appears in this Subsection, shall be net of any salary guaranteed to the player under Article 45, Section 3 or Article 45, Section 8 of this Agreement, as applicable, for the purposes of calculating the required 40% charge to the Club’s Team Salary under this Subsection.

(f) **Expansion Bonuses.** Except as set forth in Article 32, any expansion bonuses paid to players shall be included in Team Salary.

(g) **Offseason Workouts.** Beginning on the first day of the League Year, each Club’s Team Salary will be charged an amount that is calculated as follows: multiply the minimum daily amount set forth in Article 21, Section 3 (\$235 for the 2020 League Year) by 2,880 (90 players (or the maximum roster limit for that League Year) × 4 days/week × 8 weeks = 2,880). At the conclusion of the program, but no later than August 15, this charge will be adjusted based upon the amounts actually paid to players who participated in the offseason program. At that time, the amount paid to each player will be charged to Salary and Team Salary, and the original charge set forth in the first sentence of this Subsection shall be removed from Team Salary. In addition to these amounts, any incentives in Player Contracts related to offseason workouts shall be included in Team Salary pursuant to Section 6(c) below.

(h) **Rookie Football Development Program.** Daily amounts paid to players for any workouts or classroom instruction pursuant to the Club’s Rookie Football Development Program or any voluntary or mandatory veteran minicamp, as provided in Article 22, Section 8(b) and Section 4 (c), respectively, will be charged to each Club’s Team Salary at the conclusion of the Club’s offseason program, but no later than August 15.

(i) **Injury Protection.** To the extent provided in Article 45, Section 3 and Section 8 of this Agreement any type of Injury Protection liability shall be included in Team Salary at the later of: (i) the League Year for which such Injury Protection applies; or (ii) the League Year in which such Injury Protection is paid, agreed to be paid by settlement, or awarded, whichever (i.e., payment, settlement, or award) occurs first. Examples relating to the inclusion of Injury Protection in Team Salary are set forth in the Side Letter Agreement, dated November 2, 2015.

(j) **Other Amounts.** Any other Salary not listed above paid to players shall be included in Team Salary.

**Section 6. Valuation of Player Contracts:** Notwithstanding any provision in a Player Contract to the contrary or when such payments are actually made, the following rules shall apply in determining the amount of a player’s Salary that is to be included in Team Salary in a particular League Year for purposes of the Salary Cap:

(a) **Paragraph 5.**

(i) The highest applicable Salary set forth in Paragraph 5 of the NFL Player Contract shall be included in Team Salary in the year earned, except that, between the start of the League Year and the first day of the regular playing season, only the following

amounts from Paragraph 5 shall be included for players whose Player Contracts are not among the Team's 51 highest valued Player Contracts, tenders and Offer Sheets (as determined under this Section 6):

(1) Any amount that exceeds the Minimum Active/Inactive List Salary for Undrafted Rookie Free Agents; and

(2) Any amount that exceeds twice the applicable Minimum Active/Inactive List Salary for all other players.

(ii) **Deferred Salary.** Any Paragraph 5 Salary to be earned in a particular year but not to be paid until after the next League Year shall be considered "Deferred Salary" and will be included in Team Salary during the League Year earned at its present value based on the Discount Rate. Salary to be paid any time before the end of the League Year after it is earned shall not be considered Deferred Salary and will be included fully in the Team's Salary during the year earned.

(b) **Signing Bonuses.**

(i) **Proration.** The total amount of any signing bonus shall be prorated over the term of the Player Contract (on a straight-line basis, unless subject to acceleration or some other treatment as provided in this Agreement), with a maximum proration of five years, in determining Team Salary and Salary, except that:

(1) Any contract year in which the player has the right to terminate based upon events within his sole control shall not be counted as a contract year for purposes of proration. In the event the NFL and the NFLPA cannot agree upon whether an option is within the player's sole control, such issue shall be resolved by the Impartial Arbitrator.

(2) **"Deion Rule."** For any multiyear Player Contract that extends into any year beyond the expiration of the express term of this Agreement, if (1) the sum of the player's Paragraph 5 Salary, roster bonuses that are based upon the player making any of the Club's roster categories without limitation, and reporting bonuses during all League Years of the contract within the express term of this Agreement (but, if there are fewer than three such remaining League Years, during the first three years of the contract) is in the aggregate less than (2) the portion of the contract's signing bonus that would be allocated to those years if the signing bonus were prorated equally over the term of the contract, then: the difference between the amounts calculated pursuant to (2) and (1) of this sentence, up to 50% of the portion of the signing bonus that would otherwise be allocated to the years after expiration of the express term of this Agreement (the "Difference"), shall be deducted in equal portions from those years and reallocated in equal portions over the League Years of the contract within the express term of this Agreement (or, if there are fewer than three such League Years, within the first three years of the contract). For purposes of this Subsection only, a renegotiation shall be treated as if it is an entirely new Player Contract. The rule in this Subsection shall not apply to a Rookie Contract.

(3) If a Player Contract provides for an increase in Salary upon the assignment of such contract to another NFL Team, such increase shall be included in the player's Salary upon such assignment and be attributable to the Team paying the bonus.

(4) Any signing bonus given in connection with a contract extension entered into before the expiration of the player's existing contract will be prorated over the remaining years of the unexpired contract together with its extension. The player shall

receive such a signing bonus at the time that the extension is executed, unless the player expressly agrees in the contract to defer payment of the extension bonus, in which case only the present value of the deferred payment, calculated using the Discount Rate, shall be prorated (unless the extension is executed within one year of the execution of the contract being extended, in which case the gross amount of the extension bonus shall be prorated).

(ii) **Acceleration.**

(1) For any player removed from the Team's roster, or whose Contract is assigned to another Club via waivers or trade, on or before June 1 in any League Year prior to the Final League Year, or at any time during the Final League Year, any unamortized signing bonus amounts will be included in Team Salary for such League Year, except that for each League Year preceding the Final League Year, each Club may designate up to two Player Contracts that, if terminated (i) on or after the first day of that League Year; and (ii) on or prior to June 1 and if not renegotiated after the last regular season game of the prior League Year, shall be treated (except to the extent prescribed by Section 6(d)(iv) below) as if terminated on June 2, i.e., the Salary Cap charge for each such contract will remain in the Club's Team Salary until June 2, at which time its Paragraph 5 Salary and any unearned LTBE incentives will no longer be counted and any unamortized signing bonus will be treated as set forth in Subsection (2) below. If acceleration puts a Team over the Salary Cap, the Team will have seven days to conform with the Salary Cap, but may not sign any players until there is Room to do so under the Salary Cap.

(2) For any player removed from the Team's roster or whose Contract is assigned via waivers or trade after June 1, except in the Final League Year, any unamortized signing bonus amounts for future years will be included fully in Team Salary at the start of the next League Year.

(3) In the event that a player who has had a signing bonus allocated over the years of his Player Contract is traded, or whose Contract is assigned to another team pursuant to the NFL's waiver procedure, the Team Salary of the player's new team will not include any portion of the signing bonus.

(4) Any contract year that the player has the right to terminate based upon a contingency shall count as a contract year for purposes of proration until the contingency is fulfilled, at which time any amounts attributed to such year shall be accelerated and included immediately in Team Salary (notwithstanding the foregoing, if the player has one or more rights to terminate based upon one or more not "likely to be earned" incentives and the player also being on the roster at a subsequent time, no acceleration shall occur until both the incentive(s) and the roster precondition(s) have been satisfied). To the extent that such acceleration would put the Team over the Salary Cap in a League Year prior to the Final League Year, the difference shall be charged to its Team Salary for the following year; to the extent that such acceleration would put the Team over the Salary Cap in the Final League Year, the Team will have seven days to conform with the Salary Cap, but may not sign any players until there is Room to do so under the Salary Cap.

(5) The unamortized portion of any signing bonus contained in an NFL Player Contract that is renegotiated to reduce the number of years of such Player Contract shall be included, to the extent attributable to such reduced year or years, in Team Salary at the time of the renegotiation.

(iii) **Amounts Treated as Signing Bonuses.** For purposes of determining Team Salary under the foregoing, the term “signing bonus” shall include:

- (1) Any amount specifically described in a Player Contract as a signing bonus;
- (2) Any guaranteed reporting bonus;
- (3) Any consideration, when paid, or guaranteed, for option years, contract extensions, contract modifications, or individually negotiated rights of first refusal;
- (4) Any option exercise fee or bonus, subject to the rule set forth in Section 7(c) below, and any option buyout amount, when paid or guaranteed;
- (5) The difference between the Salary in the second contract year and the first contract year when Salary in the second contract year is less than half the Salary called for in the first year of such Contract;
- (6) Any reporting bonus in the season of signing when a contract is signed after the start of training camp;
- (7) Any roster bonus in the season of signing when a contract is signed after the last preseason game;
- (8) Any salary advance paid on a guaranteed basis;
- (9) Any guaranteed bonus tied to workouts;
- (10) Any salary advance which a player is not obligated to repay;
- (11) Any amount of a Salary advance, offseason workout bonus, offseason roster bonus, or offseason reporting bonus that is guaranteed for skill, injury and Salary Cap terminations, on a non-contingent basis for all of the guarantees. (Notwithstanding Subsections (8)–(9) above, a Salary advance, offseason workout bonus, offseason roster bonus, or offseason reporting bonus that is guaranteed for skill, injury and Salary Cap terminations, but on a contingent basis for any of the potential guarantees, shall be included in Team Salary only in the League Year in which the bonus is earned by the player; e.g., in the case of an offseason roster bonus, in the League Year in which the player is required to be on the roster to earn the bonus. The rules set forth in this Subsection (11) shall not affect Salary Cap accounting for any other purpose.);

(12) In a Player Contract, or any renegotiation or extension of a Player Contract, that is executed in the Final League Year, each of the following, if it is to be earned or paid to the player in the season following the Final League Year: (a) any Salary advance which the player is not and cannot be obligated to repay; (b) any offseason workout bonus that is contingent upon the player’s participation in less than half of the Club’s offseason workout program; (c) any offseason roster bonus; and (d) any offseason reporting bonus;

(13) Any bonus to be paid to a player solely for fulfilling his obligations to play under his Player Contract without seeking to renegotiate and/or “holding out” (i.e., a “completion bonus”), and which bonus is otherwise guaranteed for skill and injury, except that the amount of any such completion bonus shall be calculated at its present value, computed using the Discount Rate. Further, if any event occurs which extinguishes the player’s right to receive such completion bonus, any amount of the bonus that has previously been included in Team Salary shall be immediately added to the Club’s Team Salary for the current League Year, if such event occurs prior to June 1, or for the next League Year, if such event occurs after such date, with the remainder of the bonus that has been allocated to Team Salary for future League Years immediately extinguished.



(14) Any relocation bonus which is individually negotiated between a player and a Club; and

(15) Any increase in a player's Salary for the current League Year that occurs as a result of the renegotiation or extension of the player's Contract in that League Year, if the NFL does not receive notice of the salary terms of such an executed extended or renegotiated contract prior to 4:00pm (New York Time) on the Monday of the tenth week of the regular season.

Notwithstanding the above provisions or anything else in this Agreement, but subject to Section 6(d) below, any guaranteed Paragraph 5 Salary in a Player Contract, including but not limited to renegotiations or extensions of pre-existing Player Contracts, will not be treated as a signing bonus solely on the basis of the guarantee.

(iv) **Credit for Salary Forfeited or Refunded.** In the event that a Club receives a refund from the player of any previously-paid Salary, or the Club fails to pay any previously allocated portion of a signing bonus (including any amount treated as signing bonus), such amount as has previously been included in Team Salary shall be credited to the Club's Team Salary for the next League Year. For purposes of this Subsection, to the extent that they constitute reimbursement for previously paid Salary, insurance proceeds received by a Team as beneficiary to cover the player's inability to perform services required by his Player Contract shall be deemed a "refund from the player" if (a) the Club or the player purchased the policy (b) the amounts covered by the policy are so specified in the Player Contract; and (c) the policy is made available for inspection upon request by the NFL or the NFLPA.

(v) **Carrying Over Room.** (1) A Club may designate an amount of its current League Year Room ("Room") to credit to its Team Salary for the next League Year by providing the NFL with written notice signed by the owner. The NFL must be in receipt of this notice prior to 4:00 pm New York Time ("NYT") on the day following the Club's final regular season game ("Carry Over Measuring Date"). The NFL shall promptly provide a copy of any such notice to the NFLPA.

(2) This notice must identify the amount of the Club's Room (expressed in dollars or as a percentage of its Room at the conclusion of the Club's final regular season game) that the Club intends to Carry Over to the next League Year. In the event that a Club designates an amount exceeding its Room at the conclusion of the Club's final regular season game, such notice shall be automatically amended to reflect the Club's entire Room at that time.

(3) If a Club provides such notice, then at 4:00 pm NYT on the Carry Over Measuring Date, there will be an additional charge to that Club's current League Year Team Salary corresponding to the amount of Room it has designated to Carry Over to the next League Year. The Club will receive an equivalent credit to its Team Salary for the following League Year. (For example, and without limitation, if one week before its final regular season game a Club possessing \$5 million in Room provides notice to the NFL of its intent to Carry Over \$5 million in Room to the next League Year, and if at the conclusion of the Club's final regular season game the Club has \$4 million in Room, then the Club's notice shall be automatically amended to reflect a \$4 million designation. As a result, at 4:00 pm NYT on the Carry Over Measuring Date, the Club shall: (i) be charged \$4 million to its current League Year Team Salary; (ii) have no Room for the remainder of

the current League Year; and (iii) be credited \$4 million to its Team Salary for the following League Year (i.e., increasing the Club's Room in the following League Year). As another example, and without limitation, if one week before its final regular season game a Club possessing \$5 million in Room provides notice to the NFL of its intent to Carry Over \$5 million in Room to the next League Year, and if at the conclusion of the Club's final regular season game the Club has \$7 million in Room, then the Club's notice shall not be amended and its designation shall remain \$5 million. As a result, at 4:00 pm NYT on the Carry Over Measuring Date, the Club shall: (i) be charged \$5 million to its current League Year Team Salary; (ii) have \$2 million in Room; and (iii) be credited \$5 million to its Team Salary for the following League Year. Alternatively, if the same Club had designated 100% of its Room to Carry Over (rather than \$5 million), then it would instead: (i) be charged \$7 million to its current League Year Team Salary; (ii) have no Room for the remainder of the current League Year; and (iii) be credited \$7 million to its Team Salary for the following League Year.)

(4) The amount of any Room Carry Over pursuant to this Section shall be taken into account in the year-end netting of incentives described in Section 6(c)(ii) and (iii) of this Article.

(5) Nothing in this Section shall affect the Guaranteed League-Wide Cash Spending or Minimum Team Cash Spending provisions set forth in Article 12.

(c) **Incentives.**

(i) Any and all incentive amounts, including but not limited to performance bonuses, shall be included in Team Salary if they are "likely to be earned" during such League Year based upon the player's and/or Team's performance during the prior year. In the case of a Veteran who did not play during the prior season, in the event that the NFL and the NFLPA cannot agree as to whether such performance bonus is "likely to be earned," such disputes shall be referred to the Impartial Arbitrator. Any incentive in year one of a Rookie Contract (as described in Article 7, Section 6) shall be deemed "likely to be earned." Any incentive within the sole control of the player (e.g., non-guaranteed reporting bonuses, offseason workout and weight bonuses) shall be deemed "likely to be earned."

(ii) At the end of a season, if performance bonuses actually earned resulted in a Team's paying Salary in excess of the Salary Cap, then the amount by which the Team exceeded the Salary Cap as a result of such actually paid performance bonuses shall be charged to the Team's Team Salary for the next League Year (i.e., reducing the Club's Room in the next League Year). For the purposes of this Subsection, the Team's Room at the end of the season shall reflect any charge to its Team Salary in the current League Year resulting from its election to Carry Over Room to the next League Year pursuant to Article 13, Section 6(b)(v).

(iii) At the end of a season, if performance bonuses previously included in a Team's Team Salary but not actually earned exceed performance bonuses actually earned but not previously included in Team Salary, an amount shall be credited to the Team's Team Salary for the next League Year equaling the amount, if any, by which such overage exceeds the Team's Room under the Salary Cap at the end of a season (i.e., increasing the Club's Room in the next League Year). For the purposes of this Subsection, the Team's Room at the end of the season shall reflect any charge to its Team Salary in the current

League Year resulting from its election to Carry Over Room to the next League Year pursuant to Article 13, Section 6(b)(v). (For example, and without limitation, if a Club carries over 100% of its Room pursuant to Article 13, Section 6(b)(v), then for purposes of this Subsection the Club's Room under the Salary Cap at the end of the season shall be zero and the entire amount by which performance bonuses previously included in Team Salary but not actually earned exceed performance bonuses actually earned but not included in Team Salary shall be credited to the Club's Team Salary for the next League Year (i.e., increasing the Club's Room in the next League Year, in addition to any Room Carry Over pursuant to Article 13, Section 6(b)(v)).

(iv) Any team performance will be automatically deemed to be "Likely to be earned" if the Team met or exceeded the specified performance during the prior League Year, and will be automatically deemed to be "not likely to be earned" if the Team did not meet the specified performance during the prior League Year.

(v) Any incentive bonus that depends on team performance in any category not identified in Exhibit A hereto is prohibited.

(vi) Any incentive bonus that depends on a player's individual performance in any category not identified in Exhibit B hereto is prohibited.

(vii) Any incentive bonus that depends on a player's individual performance in categories other than those used to assess performance at the player's primary position is prohibited.

(viii) Any incentive bonus based on a player receiving Honors or Media Recognition not listed in Exhibit C hereto is prohibited.

(ix) Any incentive bonus for special teams playtime is prohibited unless the player participated in at least 50% of the Club's special teams plays in the immediately prior regular season.

(x) Any player whose primary position is on offense cannot have an incentive bonus that depends on team performance on defense (or special teams), unless such player played in 15% or more of the Club's defensive (or special teams) in the prior season (pro rating participation in the event of games missed due to injury). Any player whose primary position is on defense cannot have an incentive bonus that depends on team performance on offense (or special teams), unless such player played in 15% or more of the Club's offensive (or special teams) plays in the prior season (pro rating participation in the event of games missed due to injury).

(xi) Official National Football League statistics as provided by the NFL shall be utilized in determining whether a player has earned any incentive described in Exhibit A or B. All such statistics are final and their validity is not subject to challenge. Copies of such statistics, and the methodology upon which they are calculated shall be provided to the NFLPA promptly after receipt. If the NFL discontinues using an outside entity to provide official NFL statistics, the parties shall revisit this issue.

**(EXHIBIT A)**  
**TEAM INCENTIVES**

<b>OFFENSE</b>	<b>DEFENSE</b>	<b>SPECIAL TEAMS</b>
Points scored by Team	Points allowed by Team	Own punt return average
Touchdowns scored by Team	Touchdowns allowed by Team	Own kickoff return average
Total offense (net yards)	Total defense (net yards)	Opposition punt return average
Average net yards gained per rushing play	Average net yards allowed per rushing play	Opposition kickoff return average
Average net yards gained per passing play	Average net yards given up per passing play	
Sacks allowed	Sacks	
Passing % completed	Interceptions	

**ALL**

Wins

Playoffs

Conference Championship

Super Bowl

Touchdowns on returns and recoveries

Net difference takeaways/giveaways

**(EXHIBIT B)**  
**INDIVIDUAL INCENTIVES**

**RUSHING**

Total yards  
Average yards (100 attempts)  
Touchdowns

**PASSING**

Passer rating (224 attempts)  
Completion percentage (224 attempts)  
Interception percent (224 attempts)  
Total yards  
Yards per pass (224 attempts)  
Touchdown passes

**RECEIVING**

Total receptions  
Total yards  
Average yards (32 receptions)  
Touchdowns

**DEFENSE**

Interceptions  
Interception return yards  
Touchdowns on interception  
returns  
Opponent fumble recoveries  
Opponent fumble return yards  
Touchdowns on opponent  
fumble returns  
Sacks

**PUNT RETURNS**

Total yards  
Average (20 returns)  
Touchdowns

**(EXHIBIT B)**  
**INDIVIDUAL INCENTIVES**

**KICKOFF RETURNS**

Total yards  
Average (20 returns)  
Touchdowns

**PUNTING**

Gross average (40 punts)  
Net average (40 punts)  
Inside 20-yard line

**PLACE KICKING**

Total points  
Field goals  
Field goal percentage (16 attempts)  
Field goal percentage  
0-19 yards (4 attempts)  
Field goal percentage  
20-29 yards (4 attempts)  
Field goal percentage  
30-39 yards (4 attempts)  
Field goal percentage  
40-49 yards (4 attempts)  
Field goal percentage  
50 yards or longer (3 attempts)

**OTHERS**

Roster bonuses  
Reporting bonuses  
Playtime bonuses  
(excluding special teams)  
Special teams playtime

**(EXHIBIT C)**  
**HONORS AND RECOGNIZED MEDIA**

**VETERAN HONORS**

PRO BOWL

ALL NFL (First and Second Team)

ALL CONFERENCE (First and Second Team)

SUPER BOWL MVP (ROZELLE TROPHY)

NFL MVP

OFFENSIVE PLAYER OF YEAR — NFL OR CONFERENCE

DEFENSIVE PLAYER OF YEAR — NFL OR CONFERENCE

PLAYER OF YEAR — NFL OR CONFERENCE

**VETERAN MEDIA**

ASSOCIATED PRESS

PRO FOOTBALL WRITERS OF AMERICA

SPORTING NEWS

SPORTS ILLUSTRATED

(xii) Any team performance-related incentive will be revalued under the “likely to be earned” rules if the contract is assigned to a new Team through trade or waiver.

(xiii) Any renegotiated contract will be revalued at the time of the renegotiation. Thus, if at the time of the renegotiation, the conditions for an incentive bonus have already been satisfied, that bonus will be deemed “likely to be earned.” Any new or altered incentive bonuses renegotiated in a preexisting contract after the start of the regular season in which they may be earned automatically will be deemed “likely to be earned” during that season.

(xiv) Any incentive bonus based upon another player’s performance is prohibited.

(xv) Any incentive bonus based on the team’s performance automatically will be deemed “likely to be earned” if it sets a minimum level of statistical performance that is equal to or lower than that achieved by the team finishing fifth from the bottom in the League in the applicable category during the previous season. For example, an incentive bonus based on a team winning at least a specified number of games will be evaluated by determining whether this number of wins was equal to or lower than that achieved by the team that was fifth from the bottom of the League in wins during the previous season. Conversely, any incentive bonus based on the team’s performance automatically will be deemed “not likely to be earned” if it sets a minimum level of statistical performance that is equal to or higher than that achieved by the team finishing fifth from the top of the League in the applicable category during the previous season.

(xvi) Any incentive bonus that is based upon the team achieving a particular ranking in its performance relative either to other teams in the League, or to other teams in its Conference, automatically will be deemed “likely to be earned” if it sets a ranking level equal to or lower than fifth from the bottom of the League or third from the bottom of the Conference, respectively. For example, an incentive bonus that is based on a team finishing 28th in the League in total offense will be deemed “likely to be earned” in a League consisting of 32 teams; similarly, an incentive bonus based on a team finishing 14th in its Conference will be deemed “likely to be earned” in a Conference consisting of 16 teams. Conversely, any incentive bonus that is based upon the team achieving a particular ranking in its performance relative either to other teams in the League, or to other teams in its Conference, automatically will be deemed “not likely to be earned” if it sets a ranking level equal to or higher than fifth from the top of the League or third from the top of the Conference, respectively.

(xvii) Any incentive bonus based on the team’s ranking in its Division automatically will be deemed “likely to be earned.”

(xviii) In any Player Contract signed by a player other than a Rookie, if more than three different team performance categories are included as incentives, covering the Final League Year or thereafter, all but the three incentives with the lowest dollar value automatically will be deemed “likely to be earned.” In addition, any team performance bonus for a player other than a Rookie covering the Final League Year or thereafter automatically will be deemed “likely to be earned” unless coupled with a playtime requirement equal to or greater than the player’s actual playtime during the year prior to the execution of the new Player Contract. If the latter requirement is satisfied, a determination of whether the



incentive is “likely to be earned” will be made pursuant to Section 6(c)(i). The calculation of these playtime requirements shall exclude special teams plays.

(xix) Any incentive bonus that is stated in terms of a per play or per game occurrence automatically will be deemed “likely to be earned” to the extent the specified performance was achieved by the player (if an individual incentive) or by the team (if a team incentive) in the previous year.

(xx) Any incentive bonus to a kicker or punter for leading his team in any kicking or punting category automatically will be deemed “likely to be earned.”

(xxi) Any portion of an incentive bonus that is earned, but which had not been deemed likely to be earned, will be deemed earned at the end of the season and not immediately upon attainment of the required performance level except: (1) roster or reporting bonuses stated in terms of a per game or per event occurrence; (2) if the incentive bonus is actually paid before the end of the season, in which case it will count when paid; (3) if a player leaves the team’s roster prior to the end of the season and the conditions of the incentive clause are satisfied prior to leaving, in which case the entire value of the earned bonus will count immediately; or (4) if the contract is renegotiated and the incentive has been earned prior to such renegotiation. Without limitation to other examples, the following examples demonstrate the application of this Subsection:

Example 1: If a player’s contract states that the player will receive \$1,000 for each rushing touchdown scored by the player during the 2021 regular season, and the player scored five rushing touchdowns during the 2020 regular season, \$5,000 will automatically be deemed “likely to be earned” and will be charged to the Club’s 2021 Team Salary on the first day of the 2021 League Year. If the player scores more than five rushing touchdowns during the 2021 regular season, \$1,000 for each additional rushing touchdown scored will be deemed earned at the end of the 2021 regular season and not immediately upon achievement by the player, unless one of the conditions stated in Subparagraphs (2)-(4) of this Subsection applies.

Example 2: If a player’s contract states that the player will receive \$1,000 for each game during the 2021 regular season for which the player is on the Club’s 48-Player Roster, and the player was on a Club’s 48-Player Roster for three games during the 2020 regular season, \$3,000 will automatically be deemed “likely to be earned” and will be charged to the Club’s Team Salary on the first day of the 2021 League Year. If the player is on the Club’s 48-Player Roster for more than three games during the 2021 regular season, \$1,000 for each such additional game will be deemed earned immediately upon achievement and will be charged to the Club’s 2021 Team Salary at that time.

Nothing in this subsection is intended to, or shall operate to, add to, subtract from, or alter in any way the provisions of Section 6(c)(ix) of this Article.

(xxii) Any incentive bonus which a player and a Club agree to that: (i) depends upon performance in any category not identified in Exhibit A or Exhibit B; and (ii) is stated in terms of per play, per event or per game, or for leading or any ranking on the Club in any such category; shall be prohibited.

(xxiii) Any roster bonus which is deemed not “likely to be earned” based upon the player’s performance during the prior year shall immediately be included in Team Salary when earned. Preseason roster bonuses are automatically deemed “likely to be earned.”

(xxiv) Any incentive bonus (or portion thereof) that is earned during the Final League Year, but which had not been deemed likely to be earned during that League Year, will be deemed earned and counted against the Salary Cap immediately upon attainment of the required performance level. Conversely, any incentive bonus (or portion thereof) that had been deemed likely to be earned during the Final League Year will be immediately credited toward the Salary Cap if the required performance level should, during the course of the Final League Year, become impossible for the player to attain.

(xxv) To determine the value of an incentive clause for Salary Cap purposes, under either Subsection (xxi) or (xxiv) above, such incentive clauses will be valued using the Club’s performance in the prior season in lieu of the Club’s current season performance. Thus, for example, if a Club had 1,000 offensive plays “last season,” and an incentive clause were tied to a player’s participating in 50 percent of the Club’s offensive plays “this season,” the incentive would be deemed earned, for Salary Cap purposes only, as of the time the player participated in 500 offensive plays. Similarly, such an incentive would be deemed not earned, for Salary Cap purposes only, as of the time the player had not participated in a sufficient number of offensive plays so that the player could not achieve the incentive based on last year’s performance (e.g., had participated in only one of the Club’s 502 offensive plays). Nothing herein, however, shall affect the player’s contractual right to receive or not receive the specified incentive, based upon the performance level actually achieved during that year.

(xxvi) Other than in the Final League Year, if more than eight different team performance categories are included in a Player Contract signed by a Veteran as incentives, all but the eight incentives with the lowest dollar value automatically will be deemed “likely to be earned.” See Subsection (xxviii) regarding the calculation of the number of team performance categories.

(xxvii) Subsection (xxvi) above does not supersede the terms of any other provisions or other agreements between the parties that automatically deem certain performance incentives to be “likely to be earned” depending upon whether the incentive fulfills other specified criteria.

(xxviii) For purposes of determining the number of team performance incentives, any reference to a performance category listed in Exhibit A as a criterion (whole or partial) for an incentive shall count as a separate team performance incentive (e.g., a Player Contract for an offensive lineman that provides for an incentive if the team leads the Conference in average net yards gained per rushing play, or if the team improves its Conference ranking in average net yards gained per rushing play, or if the team leads the Division in average net yards gained per rushing play counts as having three team performance incentives); provided, however, that purely conjunctive combinations of performance categories shall be counted as one performance category (e.g., an incentive clause reading, “if A and B and C, then player will receive \$X” shall be counted as one performance category). (For the avoidance of doubt, and without limitation, each of the following examples (1) and (2) would be counted as having three team performance incentives: (1) Player has 35% defensive playtime and team: (a) has one more sack than it

had in the prior season; or (b) improves its ranking in sacks in the conference; or (c) improves its ranking in sacks in the league; (2) If team has one more sack than it had in the prior season, then player will earn the following on a cumulative basis: (a) \$100,000 for 35% defensive playtime; (b) \$200,000 for 50% defensive playtime; and (c) \$300,000 for 70% defensive playtime.)

(d) **Guaranteed Contracts.** Any portion of Salary for which a Team guarantees payment for all of skill, injury, and, if applicable, Salary Cap-related termination shall be included in Team Salary during the year earned, except that:

(i) Salary that is guaranteed for both skill and injury-related termination in any year after the Final League Year shall be reallocated into the remaining League Years of the contract that are within the express term of this Agreement in a proportion to be determined by the Club if payment of the player's entire Salary for the Final League Year is not guaranteed for all of skill, injury, and Salary Cap-related termination. For example, without limitation on any other applicable example, if a player enters into a four-year Player Contract in the 2029 League Year, and if the Salary for the 2030 League Year is not guaranteed for all of skill, injury, and Salary Cap-related termination, then the full amount of any Salary for the 2031 or 2032 seasons that is guaranteed for both skill and injury-related termination shall be included in Salary and Team Salary for the 2029 and 2030 League Years in a proportion to be determined by the Club.

(ii) Fifty percent (50%) of any Salary for a season more than three years after the Final League Year that is guaranteed for both skill and injury-related termination shall be reallocated into Salary and Team Salary into the remaining League Years of the contract within the express term of this Agreement in any manner the Club chooses.

(iii) If any Player Contract provides for yearly Salary in a sequence that, in the Final League Year or later, is guaranteed for both skill and injury-related termination, then unguaranteed for either such termination, and then guaranteed again for both such termination, the amount guaranteed after the first such unguaranteed year will be allocated into Salary and Team Salary over the League Years of the contract within the express term of this Agreement in any manner the Club chooses.

(iv) Any portion of Salary guaranteed for any period after a player is released for a reason covered by the guarantee (e.g., future years' guaranteed Salary, when the player is released for a reason covered by the guarantee) shall be immediately included in Team Salary at the time of his release at its present value rate calculated using the Discount Rate. To the extent that such inclusion puts the Team over the Salary Cap, the rule set forth in Subsection 6(b)(ii)(1) above, shall apply.

(e) **Other Amounts.**

(i) **Loans.** The principal amount of any loan made, guaranteed, or collateralized by a Club or its Club Affiliate to a player shall be included in Team Salary. However, when a player pays back any portion of the principal amount of any such loan, such amount will be credited to the Club's Team Salary to the extent previously included in Team Salary.

(ii) A fraudulent agreement pursuant to which the player and the Club claim that the player has received a "loan" from the Club, when in fact there is no bona fide loan and the player is merely holding the money for the Club so that he can purport to "repay" the Club during a subsequent Capped Year (and thereby transfer a credit to the Club's

Team Salary for that year), constitutes an improper circumvention of the Salary Cap in violation of Subsection 6(e)(i) above.

(iii) **Salary Advances.** Except as provided in Subsection 6(b)(iii) above, the full amount of any Salary advance paid to a player will be included immediately in Salary and Team Salary.

(iv) **Non-Cash Provisions.**

(1) The fair market value of all non-cash provisions (e.g., automobiles, houses, insurance policies) shall be included in Team Salary during the year in which such provision is made. If the parties cannot agree on the fair market value of such provisions, such dispute will be submitted to the Impartial Arbitrator.

(2) Any tangible item of value provided to unsigned players (or their affiliates) recruited by Clubs will be included in Salary. Reasonable travel cost, lodging and entertainment, incurred in connection with recruiting an unsigned player (or his affiliate) at a Club facility or Club geographic area will not be included in Team Salary or Benefits. Miscellaneous costs associated with recruiting unsigned players but not paid to players (or their affiliates) are not included as part of Salary or Benefits, except as set forth above.

(3) Expenses for travel, board and lodging for a player participating in an off-season workout program or classroom instruction shall not be included in Salary or Team Salary, so long as such expenses are reasonable and customary and generally offered to all players by that club. Any such expenses in excess of reasonable and customary levels, or not generally offered to all players by that Club, shall immediately be included in Salary and Team Salary.

(4) The voluntary provision to all players on a Club of meals, team apparel, or one team trip for celebrations in each League Year (plus any trips to the White House for the Super Bowl Champions) will not be included in Team Salary or Player Costs. This Subsection does not affect the treatment of consideration paid to a player for services other than football playing services, as provided in Section 4(b) above.

(5) Except as provided in Subsections 6(e)(iv)(2)–(4) above, if any money or tangible item of value is provided by any Club to any player (or his affiliate) not pursuant to this Agreement or a Player Contract, the value of the money or item shall immediately be included in Salary and the Team Salary of the Club making such provision. This Subsection does not apply to consideration paid to a player (or his affiliate) for nonfootball playing services, which are subject to Section 4(b) above.

(6) If a Club provides one or more gifts to a player during the term of the player's Player Contract to commemorate the player's retirement, and the player has been under contract with the Club in three or more seasons, the fair market value of such gifts up to \$15,000 shall not be counted as Salary, and any excess fair market value above \$15,000 shall be counted as Salary. Notwithstanding the previous sentence, if the player has been under contract with the Club in less than three seasons, the entire fair market value of any such gifts shall be counted as Salary.

(7) Without limiting Subsection (4) above or any other provision of this Agreement, each Club participating in the Super Bowl may elect to provide its players with a gift or gifts, the value of which shall not, in the aggregate, exceed a manufacturer's suggested retail price (less an imputed discount of 10%) of \$1,350 in the 2020 League Year, increasing \$50 per League Year thereafter. The total amount of such gifts provided to

players shall be charged to the Club's Team Salary for that League Year (or, if the Club does not have adequate Room to absorb the full charge, then the difference shall be carried over and charged to the Club's Team Salary for the following League Year). The Club shall provide the Management Council and the NFLPA with a description of the gifts provided, proof of the manufacturer's suggested retail price, and a list of the players receiving the gift. The terms of this Subsection shall not affect in any way the status or any treatment of Super Bowl rings provided to players, and this Subsection may not be referred to in any dispute regarding such rings.

(v) **Annuities.** The cost to the Team of any annuity provided to any player (but not including any annuity provided pursuant to the Player Annuity Program described in Article 55), computed at the one-year Treasury Note rate on February 1 of the applicable League Year, shall be included immediately in Team Salary.

(f) **Traded Contracts.**

(i) In the event that a Player Contract is assigned to another NFL Team, either by trade or pursuant to the NFL's waiver procedure, the assignee Team will count as part of its Team Salary only that portion of the player's Salary which remains unpaid and for which the Team may be obligated. The assignor Team will continue to count as part of its Team Salary only that portion of the player's Salary which has already been paid by the Team and/or any Salary for which the Team remains obligated.

(ii) Subject to the requirements of Article 9, Section 3(h) of this Agreement, a Club is not required to have Room to execute a Player Contract with a player who is subject to any Required Tender permitted by Articles 8, 9, or 10 of this Agreement at the time the Player Contract is executed if the player is assigned to another Club via a trade on the same business day as the execution of the contract, and the assignee Club has or makes Room for such Player Contract.

(g) **Mid-Season Contracts.** In the event that a player enters into a Player Contract after the first scheduled game of the regular season, a Team will only count as part of Team Salary that portion of the player's Salary which it might actually pay or might be obligated to pay that season.

### ***Section 7. 30% Rules:***

(a) No NFL Player Contract extending into a season beyond the Final League Year may provide for an annual increase in Salary, excluding any amount attributable to a signing bonus as defined in Section 6(b)(iii) above, of more than 30% of the Salary provided for in the Final League Year, per year, either in the season after the Final League Year or in any subsequent season covered by the Player Contract. The 30% Rule set forth in this paragraph shall not apply to any Rookie Contract referred to in Article 7 of this Agreement, including without limitation, with respect to Rookie Salary, the Proven Performance Escalator described in Article 7, Section 4; the Performance Incentive described in Article 7, Section 6; and the Fifth-Year Option for First Round Selections described in Article 7, Section 7. Notwithstanding the preceding sentence, the 30% Rule set forth in this paragraph shall apply to any renegotiated or extended Player Contract that is permissible under Article 7, Section 3(k) and that such Player Contract shall not be subject to the rules that limit Rookie Contracts.

(b) Any amount which a Club may pay to a player to buy out a right the player has or may have to terminate one or more contract years shall be treated as signing bonus at the time the buyout is exercised by the Club, and prorated at that time over the remaining term of the contract, including the current League Year, if the right to terminate and/or the right to buyout is based upon one or more incentives that are not “likely to be earned.” Such a buyout amount shall not be included in any calculation for purposes of the 30% Rule, set forth above. (The parties acknowledge a disagreement as to the treatment of allocated signing bonus and buyout payments when a player’s right to terminate one or more contract years and/or the Club’s right to buyout is based upon one or more incentives that are “likely to be earned,” and not upon any incentives that are not “likely to be earned.” These issues are expressly left open. Except to enforce the terms of this Subsection (b), the terms of this Subsection may not be referred to or used by any of the parties in any proceeding, or otherwise, and the parties otherwise reserve all their rights with respect to the subject of this parenthetical.).

(c) Any amount specified to be paid for the exercise of an option by a Club to extend the term of a Player Contract shall be treated as signing bonus, prorated over the remaining term of the contract commencing in the League Year in which it is exercised or the last League Year in which the option may be exercised, whichever comes first. Such an option amount shall, immediately upon execution of the contract, renegotiation or extension, be included in any calculation for purposes of the 30% Rule, set forth above, prorated over the remaining term of the contract commencing in the last League Year in which the option may be exercised. Notwithstanding the foregoing: (i) if a Club renounces its right to exercise the option, the option amount shall not be included in Team Salary as of the date of such renunciation; and (ii) if the club does not renounce, but nonetheless does not exercise the option, the full amount of the option amount previously counted against Team Salary shall be credited to the Club’s Team Salary in the next League Year.

**Section 8. Renegotiations and Extensions:**

(a) Provided that all Salary Cap requirements are met, Player Contracts for current and future years may be renegotiated and/or extended except as follows:

(i) The contract of a Veteran Player may not be renegotiated to increase the Salary to be paid to the player during the original terms of the contract for a period of twelve months after the player’s most recent contract renegotiation. The first renegotiation of a Veteran Player Contract, however, may take place at any time.

(ii) No Team and player may agree to renegotiate any term of a previously signed Player Contract for a prior League Year.

(iii) No contract renegotiations may be done for a current season after the last regular season game of that season

(iv) A Player Contract signed by a Rookie may not be renegotiated except as provided in Article 7.

(b) No Player Contract, and no contract renegotiation or extension, may be agreed to between a Player and a Club for any term that expires prior to the last day of a League Year. All rights by a player to terminate a Player Contract must be exercised prior to the first day of any League Year to be terminated.

(c) Any agreement to compensate a player at the minimum amount set forth in Article 21 for participation in an offseason workout program or classroom instruction shall not be treated as a renegotiation of a Player Contract. Any agreement to compensate a player for such participation above such amount shall be treated as a renegotiation. All such agreements shall be set forth in writing and promptly filed with the League Office.

(d) Any salary deferral agreed to by club and player which does not affect the player's Salary for purpose of the Salary Cap and Rookie Compensation Pool shall not be treated as a renegotiation.

(e) An amendment to a Player Contract that changes the terms under which signing bonus is paid is a renegotiation.

**ARTICLE 14**  
**ENFORCEMENT OF THE SALARY CAP**  
**AND ROOKIE COMPENSATION POOL**

**Section 1. Undisclosed Terms:** A Club (or a Club Affiliate) and a player (or a Player Affiliate or player agent) may not, at any time, enter into undisclosed agreements of any kind, express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind: (a) involving consideration of any kind to be paid, furnished or made available or guaranteed to the player, or Player Affiliate, by the Club or Club Affiliate either prior to, during, or after the term of the Player Contract; and/or (b) concerning the terms of any renegotiation and/or extension of any Player Contract by a player subject to a Franchise Player or Transition Player designation.

**Section 2. Circumvention:** Neither the parties hereto, nor any Club or player shall enter into any agreement, Player Contract, Offer Sheet or other transaction which includes any terms that are designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by the provisions of this Agreement. However, any conduct permitted by this Agreement shall not be considered to be a violation of this Section.

**Section 3. System Arbitrator Proceeding:** Any individual player or the NFLPA acting on that player's or any number of players' behalf, the NFL, and any Club may bring a proceeding before the System Arbitrator alleging a violation of Article 7, Article 12, Article 13 or Article 14, Section 2 of this Agreement. Issues of relief and liability shall be determined in the same proceeding. Other than as set forth in Article 7, the complaining party shall bear the burden of demonstrating by a clear preponderance of the evidence that the challenged conduct was in violation of such Article.

**Section 4. Commissioner Disapproval:** In the event the Commissioner disapproves any Player Contract as being in violation of Article 7, Article 9, Article 10, or Article 13, he shall at the time of such disapproval notify the NFLPA, all affected Clubs, and all affected players of such disapproval in writing and the reasons therefor. Except as required by the terms of this Agreement, nothing in this Agreement is intended to affect (i) any authority of the Commissioner to approve or disapprove Player Contracts and (ii) the effect of the Commissioner's approval or disapproval on the validity of such Player Contracts.

**Section 5. System Arbitrator Review:** In the event that the Commissioner disapproves a Player Contract pursuant to Section 4 above, the NFLPA, any affected Club, and any affected player shall have the right within thirty (30) days of such person's notice of such disapproval to initiate a proceeding before the System Arbitrator to determine whether such contract is in violation of this Agreement. The System Arbitrator shall review the dispute de novo, and shall have the authority to approve such Player Contracts in lieu of the Commissioner's approval, or confirm the Commissioner's disapproval. In the event the Commissioner's disapproval is upheld, the player and the Club shall have ten (10) days to attempt to renegotiate such Player Contract notwithstanding any other time period set



forth in this Agreement. The System Arbitrator does not have the authority to impose any revisions to such Player Contract on the player or the Club.

**Section 6. Sanctions:**

(a) **Players and Agents.** In the event that the System Arbitrator finds a violation of Subsections 1(a) or 1(b) of this Article, for each such violation: (i) (1) the System Arbitrator may impose a fine of up to \$500,000 on any player or player agent found to have committed such violation, and (2) shall, unless the parties to this Agreement otherwise agree, order the player to disgorge any undisclosed compensation found to have been paid in violation of Section 1 of this Article unless the player establishes by a preponderance of the evidence that he was unaware of the violation; and (ii) the Commissioner shall be authorized to void any Player Contract(s) that was (or were) the direct cause of such violation.

(b) **Clubs.** In the event that the System Arbitrator finds a violation of Subsection 1(a) of this Article, for each such violation, the Commissioner shall be authorized to: (i) impose a fine of up to \$6,500,000, payable to the NFL, upon any Club found to have committed such violation; (ii) order the forfeiture of up to a maximum of two draft choices (without limitation as to round) by the Club found to have committed such violation; (iii) impose a fine of up to \$500,000 on any Club executive or other Club personnel found to have committed such violation; and/or (iv) suspend for up to one year any Club executive or other Club personnel found to have committed such violation. In the event that the System Arbitrator finds a violation of Subsection 1(b) of this Article, for each such violation, the System Arbitrator may: (i) impose a fine of up to \$6,500,000, payable to the NFL, upon any Club found to have committed such violation; and (ii) impose a fine of up to \$500,000 on any Club executive or other Club personnel found to have committed such violation. In addition, in the event that the System Arbitrator finds a violation of Subsection 1(b) of this Article, for each such violation, the Commissioner (i) shall be authorized to order the forfeiture of up to a maximum of two Draft choices (without limitation as to round) by the Club found to have committed such violation; and (ii) shall, unless the parties agree otherwise, suspend for up to one year any Club executive or other Club personnel found to have committed such violation. In imposing sanctions pursuant to the immediately preceding sentence, the Commissioner shall apply the same standards that he would apply in the event of a violation of Subsection 1(a), taking into account the sanctions, if any, imposed by the System Arbitrator. In agreeing to the two preceding sentences, the parties have not waived or affected their respective positions as to whether the Commissioner does or does not have the authority to impose discipline for such violations against any Club, Club executive, or other Club personnel greater than the sanctions set forth in this Article, and the preceding two sentences shall not be considered in any resolution of that issue. For purposes of this Subsection 6(b), the term “Club personnel” shall not include players.

(c) Subject to the next to last sentence of Subsection 6(b) above, the sanctions set forth in Subsections 6(a) and 6(b) above shall be the sole penalties under this Agreement for conduct in violation of Section 1 of this Article or Sections 1–3 of Article 18, and each of the sanctions set forth in Subsections 6(a) or 6(b) above may not be imposed more than once on the same person or Club for the same conduct, even if such conduct

constitutes a violation of both Section 1 of this Article and Sections 1–3 of Article 18. All fines collected from players and agents, and all disgorged compensation collected from players pursuant to this Section 6, shall be contributed and allocated as prescribed in Article 46, Section 5(c). For each League Year after the 2011 League Year, each of the maximum fines set forth in this Section 6 shall be adjusted by the same percentage as the change in Projected AR for that League Year as compared to the Projected AR for the prior League Year (up to a maximum of ten percent (10%) per League Year).

(d) The sanctions set forth in Sections 6(a) and 6(b) above shall not be implemented until the conclusion of any appeals thereof.

**Section 7. Revenue Circumvention:** In the event that a Club or anyone acting on its behalf fails to materially report or materially misreports AR or non-AR in a manner designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by the provisions of this Agreement with respect to such revenues, the NFLPA and/or the NFL shall have the right to initiate a proceeding before the System Arbitrator to determine whether such conduct is in violation of this Section 7 of this Article. In the event that the System Arbitrator finds a violation of this Section 7, the System Arbitrator may impose a fine upon the Club of up to \$5,000,000, payable to the NFL for donation to charitable funds as agreed to by the parties. For each League Year after the 2011 League Year, the maximum fine set forth in this Section shall be adjusted by the same percentage as the change in Projected AR for that League Year as compared to the Projected AR for the prior League Year (up to a maximum of ten percent (10%) per League Year).

**Section 8. NFL Audit Rights:**

(a) The NFL shall have the right to audit records of Clubs and Club Affiliates to investigate allegations of violations of Section 1 of this Article.

(b) In agreeing to this Section, the parties have not waived or affected their respective positions as to whether the NFL may conduct any Club-related audits beyond those set forth in the preceding sentence, and this Section shall not be considered in any resolution of that issue.

**Section 9. Prior Consultation:** Reasonably prior to the initiation of a proceeding alleging a violation of Subsection 1(a) or 1(b) above, the parties shall confer in person or by telephone to attempt to negotiate a resolution of the dispute, and the charging party shall disclose to the other party (either the NFLPA or the NFL, as the case may be) all evidence (whether exculpatory or inculpatory) concerning such alleged violation (and provide a copy of all such evidence in documentary form), including but not limited to any such evidence that is the product of any investigation by or on behalf of the charging party. All such evidence subsequently acquired by the charging party shall be subject to disclosure to the other party in any resulting proceeding. This Section shall not require the disclosure of any attorney-client communication, or any work product created by or at the request of an attorney. In addition, any attempt by the League, the NFL, or any Club to have discipline imposed on any person (including but not limited to a Club) for conduct in violation of Subsection 1(a) or 1(b) above shall be immediately disclosed to the NFLPA.

## ARTICLE 15 SYSTEM ARBITRATOR

**Section 1. Appointment:** The parties agree that the System Arbitrator shall have exclusive jurisdiction to enforce the terms of Articles 1, 4, 6–19, 26–28, 31, or 65–67 of this Agreement (except as provided in those Articles with respect to disputes determined by the Impartial Arbitrator, the Accountants, or another arbitrator).

**Section 2. Scope of Authority:**

(a) The System Arbitrator shall make findings of fact and determinations of relief including, without limitation, damages (including damages referred to in Article 17, Section 9), injunctive relief, fines, and specific performance.

(b) The Appeals Panel shall accept the System Arbitrator’s findings of fact unless clearly erroneous and the System Arbitrator’s recommendations of relief unless based upon clearly erroneous findings of fact, incorrect application of the law, or abuse of discretion, except that, as to any finding concerning Article 17, any imposition of a fine of \$1 million or more, or any finding that would permit termination of this Agreement, review shall be de novo.

(c) Subject to Subsections (a) and (b) above, the Appeals Panel shall determine all points of law and finally make the award of all relief including, without limitation, contract damages, injunctive relief, fines, and specific performance.

(d) Except for any matters for which the Appeals Panel has de novo review of the System Arbitrator’s determinations, rulings of the System Arbitrator shall upon their issuance be binding upon and followed by the parties unless stayed, reversed, or modified by the Appeals Panel. In entertaining a request for a stay of a ruling of the System Arbitrator, the Appeals Panel shall apply the standard that the United States Court of Appeals for the Second Circuit would apply to a request for a stay of a ruling of a district court within that Circuit. If and when a decision of the System Arbitrator is reversed or modified, the effect of such reversal or modification shall be deemed by the parties to be retroactive to the time of issuance of the ruling of the System Arbitrator.

(e) The System Arbitrator’s and Appeals Panel’s authority shall be limited to the terms of Articles 1, 4, 6–19, 26–28, 31, or 65–67 of this Agreement (except as provided in those Articles with respect to disputes determined by the Impartial Arbitrator, the Accountants, or another arbitrator).

(f) **Statute of Limitations.** Unless otherwise specified in this Agreement, a three year statute of limitations shall apply to the initiation of proceedings before the System Arbitrator, which statute begins to apply on the date upon which the facts giving rise to the proceeding are known or reasonably should have been known to the party bringing the proceeding.

**Section 3. Discovery:** In any of the disputes described in this Agreement over which the System Arbitrator has authority, the System Arbitrator shall grant reasonable and expedited discovery upon the application of any party where, and to the extent, he determines it is reasonable to do so. Such discovery may include the production of documents and the taking of depositions. Subject to rules to be agreed to by the parties, in any proceeding

to review any alleged violation of Article 12 of this Agreement regarding any AR issue, the System Arbitrator shall have the authority, upon good cause shown, to direct any Club to produce any tax materials disclosing any income figures for such Club or Club Affiliate (non-income figures may be redacted) which in his or her judgment relates to any such alleged violation, including but not limited to portions of any tax returns or other documents submitted to the Internal Revenue Service. Subject to rules to be agreed to by the parties, in any proceeding to review any alleged violation of Article 13 and/or Article 7 of this Agreement regarding any Salary paid to any player(s), the System Arbitrator shall have the authority, upon good cause shown, to direct any such player(s) to produce any tax materials disclosing any income figures for any such player or Player Affiliate (non-income figures may be redacted) which in his or her judgment relates to any such alleged violation, including but not limited to portions of any tax returns or other documents submitted to the Internal Revenue Service. In each case the System Arbitrator shall not release such tax materials to the general public, and any such tax materials shall be treated as strictly confidential under an appropriate protective order.

**Section 4. Compensation:** The compensation and costs of retaining the System Arbitrator and the Appeals Panel shall be equally borne by the NFL and the NFLPA. In no event shall any party be liable for the attorneys' fees incurred in any such enforcement proceeding by any other party, except as set forth in Article 17.

**Section 5. Procedures:** All matters in enforcement proceedings before the System Arbitrator shall be heard and determined in an expedited manner. An enforcement proceeding may be commenced upon 72 hours written notice (or upon shorter notice if ordered by the System Arbitrator) served upon the party against whom the enforcement proceeding is brought and filed with the System Arbitrator. All such notices and all orders and notices issued and directed by the System Arbitrator shall be served upon the NFL and the NFLPA, in addition to any counsel appearing for individual NFL players or individual NFL Clubs. The NFL and the NFLPA shall have the right to participate in all such enforcement proceedings, and the NFLPA may appear in any enforcement proceedings on behalf of any NFL player who has given authority for such appearance. Unless otherwise agreed, all hearings will be transcribed.

**Section 6. Selection of System Arbitrator:**

(a) In the event that the NFL and NFLPA cannot agree on the identity of a System Arbitrator, the parties agree to ask the CPR Institute (or such other organization(s) as the parties may agree) for a list of eleven attorneys (none of whom shall have nor whose firm shall have represented within the past five years players, player representatives, clubs or owners in any professional sport). If the parties cannot within thirty days of receipt of such list agree to the identity of the System Arbitrator from among the names on such list, they shall alternately strike names from said list, until only three names remain, at which point the parties shall make reasonable efforts to interview the remaining candidates. After those interviews, and if the parties cannot agree on the selection, the striking process shall resume until only one name remains, and that person shall be the System Arbitrator. The first strike shall be determined by a coin flip. Upon selection, the System Arbitrator shall

serve for an initial eighteen-month term commencing on the date of entry of the order of appointment. Thereafter, the System Arbitrator shall continue to serve for successive two-year terms unless notice to the contrary is given either by the NFL or the NFLPA. Such notice shall be given to the other party and the System Arbitrator within the ninety days preceding the end of any term, but no later than thirty days prior to the end of such term. Following the giving of such notice, a new System Arbitrator shall be selected in accordance with the procedures set forth in this Section 6. The NFL and the NFLPA may dismiss the System Arbitrator at any time and for any reason upon their mutual consent. Unless the parties otherwise agree, a discharged System Arbitrator shall retain jurisdiction for any proceeding which has been commenced prior to such discharge.

(b) In the event of the absence (or vacancy) of the System Arbitrator, one of the members of the Appeals Panel (to be chosen by the parties, confidentially using the strike system) shall serve as the System Arbitrator until a new System Arbitrator is chosen pursuant to Subsection (a) above.

#### **Section 7. Selection of Appeals Panel:**

(a) There shall be a three-member Appeals Panel, at least one of whom must be a former judge. In the event the NFL and NFLPA cannot agree upon the members of such a panel, the parties will jointly ask the CPR Institute (or such other organization(s) as the parties may agree) to submit to the parties a list of fifteen (15) attorneys (none of whom shall have, nor whose firm shall have, represented within the past five (5) years any professional athletes; agents or other representatives of professional athletes; labor organizations representing athletes; sports leagues, governing bodies, or their affiliates; sports teams or their affiliates; or owners in any professional sport). If the parties cannot within fifteen (15) days from the receipt of such list agree to the identity of the Appeals Panel from among the names on such list, they shall meet and alternate striking one (1) name at a time from the list until three (3) names on the list remain. The first strike will be assigned to the party that received the second strike in the selection of the System Arbitrator, or a coin flip, if striking was not used in selecting the System Arbitrator. The three (3) remaining names on the list shall comprise the Appeals Panel. The compensation of the members of the Appeals Panel and the costs of proceedings before the Appeals Panel shall be borne equally by the parties to this Agreement; provided, however, that each participant in an Appeals Panel proceeding shall bear its own attorneys' fees and litigation costs.

(b) In the event that there is a vacancy on the Appeals Panel, or in the event that an appeal is taken from a decision of a member of the Appeals Panel serving as the System Arbitrator pursuant to Subsection 6(b) above, the parties shall select another member to the Panel, using the procedures set forth in Subsection 7(a) above.

#### **Section 8. Procedure for Appeals:**

(a) Any party seeking to appeal (in whole or in part) an award of the System Arbitrator must serve on the other party and file with the System Arbitrator a notice of appeal within ten (10) days of the date of the award appealed from.

(b) Following the timely service and filing of a notice of appeal, the NFLPA and NFL shall attempt to agree upon a briefing schedule. In the absence of such agreement, and subject to Subsection (d) below, the briefing schedule shall be set by the Appeals Panel; provided, however, that any party seeking to appeal (in whole or in part) from an award of the System Arbitrator shall be afforded no less than fifteen (15) and no more than twenty-five (25) days from the date of the issuance of such award, or the date of the issuance of the System Arbitrator's written opinion, whichever is latest, to serve on the opposing party and file with the Appeals Panel its brief in support thereof; and provided further that the responding party or parties shall be afforded the same aggregate amount of time to serve and file its or their responding brief(s).

(c) The Appeals Panel shall schedule oral argument on the appeal(s) no less than five (5) and no more than ten (10) days following the service and filing of the responding brief(s), and shall issue a written decision within thirty (30) days from the date of argument. The Appeals Panel shall have the discretion to permit a reply brief.

(d) For good cause, either party may seek to accelerate the briefing, hearing, and decision schedule set forth in Subsections (b) and (c) above.

(e) The decision of the Appeals Panel shall constitute full, final, and complete disposition of the dispute. If there is no timely appeal of a decision of the System Arbitrator, the System Arbitrator's decision shall constitute the full, final and complete disposition of the dispute.

**Section 9. Decision:** Any decision issued by the System Arbitrator or the Appeals Panel may be enforced only against a Club or Clubs or the League, as applicable, found to have violated this Agreement. In no event may the System Arbitrator or Appeals Panel order relief, or assess any monetary award, against an individual Club owner, officer, or non-player employee.

**Section 10. Confidentiality:** Unless the parties agree otherwise, proceedings before the System Arbitrator and Appeals Panel, other than their decisions, shall be confidential, and may not be disclosed to persons other than counsel, senior executives of the NFL and any involved Club, senior executives of the NFLPA, the NFLPA Executive Committee, NFLPA Player Representatives, and any involved player(s), player agent(s), or Club or League personnel. The foregoing does not prejudice the right of any party to seek any additional confidentiality restrictions (including as to the decision) from the System Arbitrator or Appeals Panel, if such party demonstrates just cause.

## ARTICLE 16 IMPARTIAL ARBITRATOR

**Section 1. Selection:** The parties shall select one of the Non-Injury Grievance Arbitrators who shall concurrently serve as the Impartial Arbitrator, who shall have exclusive jurisdiction to determine disputes that are specifically referred to the Impartial Arbitrator pursuant to the express terms of this Agreement.

**Section 2. Scope of Authority:** The powers of the Impartial Arbitrator and the rights of the parties in any proceeding before him or her shall be solely to determine disputes that are specifically referred to the Impartial Arbitrator pursuant to the express terms of this Agreement. In no event shall the Impartial Arbitrator have any authority to add to, subtract from, or alter in any way the provisions of this Agreement.

**Section 3. Effect of Rulings:** Rulings of the Impartial Arbitrator shall upon their issuance be final and binding upon all parties, except as expressly specified under this Agreement or as expressly agreed to among all parties.

**Section 4. Discovery:** In any of the disputes described in this Agreement over which the Impartial Arbitrator has authority, the Impartial Arbitrator shall, for good cause shown, grant reasonable and expedited discovery upon the application of any party where, and to the extent, he determines it is reasonable to do so and it is possible to do so within the time period provided for his determination. Such discovery may include the production of documents and the taking of depositions.

**Section 5. Compensation of Impartial Arbitrator:** The compensation to and costs of the Impartial Arbitrator in any proceeding brought pursuant to this Agreement shall be equally borne by the NFL and the NFLPA. In no event shall any party be liable for the attorneys' fees or litigation costs incurred in any such proceeding by any other party.

**Section 6. Procedures:** All matters in proceedings before the Impartial Arbitrator shall be heard and determined in an expedited manner. Unless otherwise specified in this Agreement, a proceeding may be commenced upon 48 hours written notice served upon the party against whom the proceeding is brought and the Impartial Arbitrator, and the arbitration, shall be deemed to have been commenced on the second business day after such notice was given. All such notices and all orders and notices issued and directed by the Impartial Arbitrator shall be served upon the NFL and the NFLPA, in addition to any counsel appearing for individual NFL players or individual Clubs. The NFL and the NFLPA shall have the right to participate in all such proceedings, and the NFLPA may appear in any proceedings on behalf of any NFL player who has given authority for such appearance.

**Section 7. Selection of Impartial Arbitrator:** In the event that the NFL and the NFLPA cannot agree on the identity of an Impartial Arbitrator, the parties agree that the Impartial Arbitrator shall be selected using the same method set forth in Article 15, Section 6. The

Impartial Arbitrator shall serve for a two-year term commencing on the date of entry of the order of appointment, unless the parties agree otherwise. The Impartial Arbitrator shall continue to serve for successive two-year terms unless notice to the contrary is given either by the NFL or the NFLPA. Such notice shall be given to the other party and the Impartial Arbitrator within the ninety days preceding the end of any term, but no later than thirty days prior to the end of such term. If necessary, a new Impartial Arbitrator shall be selected in accordance with the procedures of this Section. The NFL and NFLPA may dismiss the Impartial Arbitrator at any time and for any reason upon their mutual consent. Unless the parties otherwise agree, a discharged Impartial Arbitrator shall retain jurisdiction for any proceeding which has been commenced prior to such discharge.



## ARTICLE 17 ANTI-COLLUSION

### **Section 1. Prohibited Conduct:**

(a) No Club, its employees or agents shall enter into any agreement, express or implied, with the NFL or any other Club, its employees or agents to restrict or limit individual Club decision-making as follows:

- (i) whether to negotiate or not to negotiate with any player;
- (ii) whether to submit or not to submit an Offer Sheet to any Restricted Free Agent;
- (iii) whether to offer or not to offer a Player Contract to any player;
- (iv) whether to exercise or not to exercise a Right of First Refusal; or
- (v) concerning the terms or conditions of employment offered to any player for inclusion, or included, in a Player Contract.

(b) Any approval or disapproval of a player's contract by the Commissioner, or any communication thereof, timely notice of which is provided to the NFLPA cannot be the basis of any claim of collusion. The NFLPA or the affected Player shall have the right to appeal the Commissioner's disapproval of such player contract to the System Arbitrator, pursuant to Article 15 and Article 14.

**Section 2. Other Club Conduct:** No Club may have a policy not to negotiate with, or enter into a Player Contract with, any player who is free to negotiate and sign a Player Contract with any Club, on any of the following grounds, if such policy is inconsistent with Section 1 above:

- (a) that the player has previously been subject to the exclusive negotiating rights obtained by another Club in a College Draft, by virtue of a Required Tender to a player with less than three Accrued Seasons, or a Franchise Player designation; or
- (b) that the player has refused or failed to enter into a Player Contract for a prior season containing a Right of First Refusal or an option clause (i.e., any clause that authorizes an extension or renewal by a Club of a Player Contract beyond its stated term);
- (c) that the player has become a Restricted Free Agent or an Unrestricted Free Agent; or
- (d) that the player is or has been subject to any Right of First Refusal.

**Section 3. Club Discretion:** Section 2 above does not diminish any Club's right not to negotiate or contract with any particular player on any policy ground not specified above. In conjunction with other evidence of an alleged violation(s) of Section 1, a Club's adherence to a policy identified in Section 2 above may be offered as evidence of an alleged violation of Section 1 above, but may not be the basis of any separate proceeding seeking any penalty or other relief against any Club or the NFL.

**Section 4. League Disclosures:** Neither the NFL nor the Management Council shall knowingly communicate or disclose, directly or indirectly, to any NFL Club that another NFL Club has negotiated with or is negotiating with any Restricted Free Agent, unless and until an Offer Sheet for such Restricted Free Agent has been given to the Prior Club, or

with any Unrestricted Free Agent, prior to the execution of a Player Contract with that Unrestricted Free Agent, if such communication or disclosure is inconsistent with Section 1 above. It shall not be a violation of this Article for the NFL to respond to an inquiry from a Club about whether and under what circumstances proposed transactions would be permissible under this Agreement or NFL Rules consistent with this Agreement. In conjunction with other evidence of an alleged violation of Section 1 above, a Club's communication or disclosure of the kind identified in the first sentence of this Section may be offered as evidence of an alleged violation(s) of Section 1 above, but may not be the basis of any separate proceeding seeking any penalty or other relief against any Club or the NFL.

**Section 5. Enforcement of Anti-Collusion Provisions:** Except as provided in Section 16(d) below, any player or the NFLPA, acting on that player's or any number of players' behalf, may bring an action before the System Arbitrator alleging a violation of Section 1 of this Article. In any such proceeding, the Federal Rules of Evidence shall apply. Issues of relief and liability shall be determined in the same proceeding (including the amount of damages, pursuant to Section 9 below, if any). The complaining party shall bear the burden of demonstrating by a clear preponderance of the evidence that (1) the challenged conduct was or is in violation of Section 1 of this Article and (2) caused any economic injury to such player(s).

**Section 6. Burden of Proof:** The failure by a Club or Clubs to negotiate, to submit Offer Sheets, or to sign contracts with Restricted Free Agents or Transition Players, or to negotiate, make offers, or sign contracts for the playing services of such players or Unrestricted Free Agents, shall not, by itself or in combination only with evidence about the playing skills of the player(s) not receiving any such offer or contract, satisfy the burden of proof set forth in Section 1 above. However, any of the types of evidence described in the preceding sentence may support a finding of a violation of Section 1 of this Article, but only in combination with other evidence which, by itself or in combination with such evidence, indicates that the challenged conduct was in violation of Section 1 of this Article. Nothing in this Agreement shall preclude the NFL or its Clubs from arguing that any evidence is insufficient to satisfy the burden of proof set forth in Section 5 above. Nothing in this Agreement shall preclude the NFLPA or any player from arguing that any evidence is sufficient to satisfy the burden of proof set forth in Section 5 above, except as set forth above.

**Section 7. Summary Judgment:** The System Arbitrator may, at any time following the conclusion of the permitted discovery, determine whether or not the complainant's evidence is sufficient to raise a genuine issue of material fact capable of satisfying the standards imposed by Sections 5 and/or 6 above. If the System Arbitrator determines that complainant's evidence is not so sufficient, he shall dismiss the action.

**Section 8. Remedies:** In the event that an individual player or players or the NFLPA acting on his, or their, behalf, successfully proves a violation of Section 1 of this Article, the player or players injured shall have the right:

(a) To terminate his (or their) existing Player Contract(s) at his (or their) option, or void any Club's Draft rights or other rights with respect to such player(s) at his (or their) option; any Player Contract terminated during the course of a playing season shall be terminated as of the end of that season. Such rights shall not arise until the recommendation of the System Arbitrator finding a violation is no longer subject to further appeal and must be exercised by the player within thirty (30) days therefrom. If, at the time the Player Contract is terminated, such player would have been a Restricted Free Agent pursuant to Article 9, such player shall immediately become a Restricted Free Agent upon such termination. If, at the time the Player Contract is terminated, such player would have been an Unrestricted Free Agent pursuant to Article 9, such player shall immediately become an Unrestricted Free Agent upon such termination. If, at the time the Player Contract is terminated, such player would have been subject to a Club's exclusive negotiating rights, such player shall remain subject to such rights upon such termination. In any case described in the preceding three sentences, the player shall not be subject to any signing period. In the case of a Drafted Rookie who does not sign a Player Contract and who is given the option of voiding a Club's Draft rights pursuant to this Subsection (a), such player shall then be treated as either: (i) a Drafted Rookie subject to the NFL waiver system as described in Article 6, Section 4, if the termination takes place during the player's first League Year; or (ii) a Drafted Rookie subject to the rules of Article 6, Section 9, if the termination takes place during the player's second League Year; or (iii) a Free Agent, if the termination takes place during the player's third League Year or thereafter; and

(b) To recover all of his damages, as described in Section 9 below, for any alleged injuries suffered as a result of the violation.

**Section 9. Computation of Damages:** Upon any finding of a violation of Section 1 of this Article, compensatory damages (i.e., the amount by which any player has been injured as a result of such violation) shall be awarded. In addition, the System Arbitrator shall award non-compensatory damages (i.e., the amount exceeding compensatory damages) as follows:

(a) Two times the amount of compensatory damages, in the event that all of the Clubs found to have violated Section 1 of this Article, have committed such a violation for the first time. Any Club found to have committed such a violation for the first time shall be jointly and severally liable for two times the amount of compensatory damages.

(b) Three times the amount of compensatory damages, in the event that any of the Clubs found to have violated Section 1 of the Article, have committed such a violation for the second time. In the event that damages are awarded pursuant to this Subsection: (i) any Club found to have committed such a violation for the first time shall be jointly and severally liable for two times the amount of compensatory damages; and (ii) any Club found to have committed such a violation for the second time shall be jointly and severally liable for three times the amount of compensatory damages.

(c) Three times the amount of compensatory damages, plus, for each Club found to have violated Section 1 of this Article for at least the third time, a fine of \$5,000,000 in the event that any of the Clubs found to have violated Section 1 of this Article have committed such violation for at least the third time. In the event that damages are awarded pursuant to this Subsection: (i) any Club found to have committed such a

violation for the first time shall be jointly and severally liable for two times the amount of compensatory damages; (ii) any Club found to have committed such a violation for at least the second time shall be jointly and severally liable for three times the amount of compensatory damages; and (iii) any Club found to have committed such a violation for at least the third time shall, in addition, pay a fine of \$5,000,000.

(d) For each League Year after the 2011 League Year, each of the enumerated fines set forth in this Subsection (c) above shall be adjusted by the same percentage as the change in Projected AR for that League Year as compared to Projected AR for the prior League Year (up to a maximum of ten percent (10%) per League Year).

**Section 10. Player Election:** A proceeding prosecuting an alleged violation of Section 1 of this Article shall initially be limited to the issues of liability and damages sustained to the date of the System Arbitrator's determination. In the event the System Arbitrator finds a violation, the player shall make a determination within thirty (30) days of the date the System Arbitrator's determination is final, or within thirty (30) days after the last game of the season for such player (including any playoff games) if the finding is made during the course of the season, whether the player intends to void the applicable Player Contract or Draft right. If the player voids the applicable Player Contract or Draft right, the player may commence a supplemental proceeding before the System Arbitrator, for the purpose of determining his future damages, if any, only after the player has signed a new Player Contract or after the first scheduled game of the next regular season, whichever is earlier. If the player elects not to void the applicable Player Contract or Draft right, he may immediately commence a supplemental proceeding before the System Arbitrator for the purpose of determining his future damages, if any.

**Section 11. Payment of Damages:** In the event damages are awarded pursuant to Section 9 above, the amount of compensatory damages shall be paid to the injured player or players. The amount of non-compensatory damages, including any fines, shall be paid directly to any NFL player pension fund, any other NFL player benefit fund, or any charitable fund for the benefit of present or former NFL players, as selected by the NFLPA, subject to the reasonable approval of the NFL.

**Section 12. Effect on Cap Computations:** In the event that damages are awarded pursuant to Section 9 above, the amount of non-compensatory damages, including any fines, will not be included in any of the computations described in Article 12 or 13 above. The amount of compensatory damages awarded will be included in such computations.

**Section 13. Effect of Salary Cap:** In awarding any amount of damages, the System Arbitrator shall take into account that in any League Year no Club would have been authorized to pay out any Salary in excess of that permitted under the Salary Cap.

**Section 14. No Reimbursement:** Any damages awarded pursuant to Section 9 above must be paid by the individual Clubs found liable and those Clubs may not be reimbursed or indemnified by any other Club or the NFL.

**Section 15. Costs:** In any action brought for an alleged violation of Section 1 of this Article, the System Arbitrator shall order the payment of reasonable attorneys' fees and costs by any party found to have brought such an action or to have asserted a defense to such an action without any reasonable basis for asserting such a claim or defense. Otherwise, each party shall pay his or its own attorneys' fees and costs.

**Section 16. Termination:** The NFLPA shall have the right to terminate this Agreement, under the following circumstances:

(a) Where there has been a finding or findings of one or more instances of a violation of Section 1 of this Article with respect to any one NFL season which, either individually or in total, involved five or more Clubs and caused injury to 20 or more players; or

(b) Where there has been a finding or findings of one or more instances of a violation of Section 1 of this Article with respect to any two consecutive NFL seasons which, either individually or in total, involved seven or more Clubs and caused injury to 28 or more players. For purposes of this Subsection 16(b), a player found to have been injured by a violation of Section 1 of this Article in each of two consecutive seasons shall be counted as an additional player injured by such a violation for each such NFL season; or

(c) Where, in a proceeding brought by the NFLPA, it is shown by clear and convincing evidence that 14 or more Clubs have engaged in a violation or violations of Section 1 of this Article causing injury to one or more NFL players.

(d) In order to terminate this Agreement:

(i) The proceeding must be brought by the NFLPA;

(ii) The NFL and the System Arbitrator must be informed at the outset of any such proceeding that the NFLPA is proceeding under this Section for the purpose of establishing its entitlement to terminate this Agreement; and

(iii) The System Arbitrator must find that the Clubs engaged in willful collusion with the intent of restraining competition among teams for players.

**Section 17. Time Limits:** Any action under Section 1 of this Article must be brought within ninety (90) days of the time when the player knows or reasonably should have known with the exercise of due diligence that he had a claim, or within ninety (90) days of the first scheduled regular season game in the season in which a violation of Section 1 of this Article is claimed, whichever is later. Any party alleged to have violated Section 1 of this Article shall have the right, prior to any proceedings on the merits, to make an initial motion to dismiss any complaint that does not comply with the timeliness requirements of this section.

**Section 18. Prior Conference:** Prior to the initiation of any proceeding under this Article by the NFLPA, the parties shall confer in person or by telephone to attempt to negotiate a resolution of the dispute.

## ARTICLE 18 CERTIFICATIONS

### ***Section 1. Contract Certification:***

(a) Every Player Contract, or any renegotiation, extension or amendment of a Player Contract, entered into during the term of this Agreement shall contain a certification, executed separately by: (i) the person who executed the Player Contract on behalf of the Club, (ii) the player, and (iii) any player representative who negotiated the contract on behalf of the player confirming that the Player Contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for his playing of professional football from the Club or Club Affiliate and that there are no undisclosed agreements of any kind, express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind: (a) involving consideration of any kind to be paid, furnished or made available or guaranteed to the player, or Player Affiliate, by the Club or Club Affiliate either prior to, during, or after the term of the Player Contract; or (b) concerning terms of any renegotiation and/or extension of any Player Contract by a player subject to a Franchise Player or Transition Player designation.

(b) In the same certification, the Club, player, and player representative will either confirm that, to the best of their knowledge, no conduct violative of Article 17 took place with respect to the contract, renegotiation, extension or amendment in question, or describe such conduct of which they are aware.

(c) No contract will be approved by the Commissioner unless accompanied by the certifications required by Subsections (a) and (b) above.

(d) Any failure to execute and submit a certification as required under Subsection 1(a) above shall be deemed evidence of a violation of Article 14, Section 1 of this Agreement. Any failure to execute and submit a certification as required under Subsection 1(b) above shall be deemed evidence of a violation of Article 17 of this Agreement.

### ***Section 2. End of League Year Certification:***

(a) Within fourteen (14) days of the conclusion of each League Year, the executive primarily responsible for football operations on behalf of each Club shall submit to the Management Council a certification confirming that the Club has not, to the extent of his knowledge after reasonable inquiry of all owners and all employees with authority to negotiate Player Contracts, entered into any undisclosed agreements of any kind, express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind, as described in Article 14, Section 1. Upon receipt of such certification, the Management Council shall forward a copy of the certification to the NFLPA.

(b) Within fourteen (14) days of the conclusion of each League Year, each player agent representing a player who was under contract to an NFL Club during that League Year shall submit to the NFLPA a certification confirming, after reasonable inquiry of all personnel in his or her agency with authority to negotiate Player Contracts, that neither he nor she nor they has entered into any undisclosed agreements of any kind,

express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind, as described in Article 14, Section 1. Upon receipt of such certification, the NFLPA shall forward a copy of the certification to the Management Council.

(c) Any failure to execute and submit a certification as required under Section 2(a) or 2(b) above, shall be deemed evidence of a violation of Article 14, Section 1 of this Agreement.

(d) At the conclusion of each League Year, the executive primarily responsible for football operations on behalf of each Club shall submit to the Management Council a certification confirming that the Club has not, to the extent of his knowledge after reasonable inquiry of all owners and all employees with authority to negotiate Player Contracts, violated the terms of Article 17, Section 1, nor received from the NFL or the Management Council any communication disclosing that an NFL Club had negotiated with or is negotiating with any Restricted Free Agent, unless and until an Offer Sheet has been given to the Prior Club, or any Unrestricted Free Agent, prior to the execution of a Player Contract with that Unrestricted Free Agent, where such communication or disclosure is inconsistent with Article 17, Section 1. Upon receipt of each such certification, the NFL shall forward a copy of the certification to the NFLPA.

(e) Any failure to execute a certification as required under Section 2(d) above shall be deemed evidence of a violation of Article 17, Section 1 of this Agreement.

**Section 3. False Certification:** Any person or Club who knowingly executes or files a false certification required by Sections 1(a), 1(b), 2(a), or 2(b) of this Article shall be subject to a fine of up to \$375,000, upon a finding of such violation by the System Arbitrator. Authority to impose such a fine shall rest with the System Arbitrator or the Commissioner, consistent with the allocation of authority in Article 14, Section 6(b). Notwithstanding the foregoing, in no circumstances shall a fine under this Section be imposed upon any person or Club if such person or Club is also being sanctioned for the same conduct under Article 14, Section 6 above. The fine amount set forth in this Section shall be adjusted each year after the 2011 League Year by the percentage change in Projected AR for that League Year as compared to Projected AR for the prior League Year.

**ARTICLE 19**  
**CONSULTATION AND INFORMATION SHARING**

**Section 1. Salary Summaries:** During the period between the first day of the League Year and the first day of the regular season of that League Year, the NFL shall provide the NFLPA with Salary and Team Salary summaries for each Team on a weekly basis. Upon the first date of the regular season and during the remainder of the League Year, such information shall be provided as often as it is prepared for use by the NFL (but no less often than once each week).

**Section 2. Consultation and Communications:** At either party's request, the parties shall meet in good faith to reconcile any differences with regard to the Salary Cap treatment of any Player Contract, or of the amount of any Required Tender, Franchise Player Tender, Transition Player Tender, or Rookie Fifth-Year Option.

**Section 3. Notice of Invalid Contract:** If the NFL informs a Club that a proposed player transaction would be inconsistent with or in violation of the terms of this Agreement as interpreted by the NFL, the NFL shall promptly notify the NFLPA that such an interpretation has been communicated and the basis for such interpretation. The NFL shall provide such notice as soon as possible, but in no event later than five (5) business days following the communication of such interpretation to the Club.

**Section 4. Copies:** Within two (2) business days of their receipt by the NFL, the NFL shall provide to the NFLPA, at no expense, a copy (by .pdf, if the Player Contract or Offer Sheet is provided by .pdf to the NFL) of any and all Player Contracts and Offer Sheets that are entered into or extended during the term of this Agreement.



## ARTICLE 20 OTHER PROVISIONS

**Section 1. CFL Rule:** No Club may sign any player who in the same year has been under contract to a Canadian Football League (“CFL”) club at the end of that CFL club’s season (regular season or postseason, whichever is applicable).

**Section 2. Physically Unable to Perform:** Any player placed on a Physically Unable to Perform list (“PUP”) will be paid his full Paragraph 5 Salary while on such list. His contract will not be tolled for the period he is on PUP, except in the last year of his contract, when the player’s contract will be tolled if (i) he is still physically unable to perform his football services as of the sixth regular season game; and (ii) he is not reinstated to the Club’s Active/Inactive List during that regular season or postseason. For the avoidance of doubt, if the player returns to practice, but is never reinstated to the Club’s Active/Inactive List during that regular season or postseason, his contract will toll.

**Section 3. Nonfootball Injury:**

(a) A player who is placed on a Nonfootball Injury or Illness list (“N-F/I”) will not be entitled to any compensation under his contract while on such list but, except as provided below, his contract will continue to run while in such status.

(b) A player on N-F/I who is in the final year of his contract (including an option year) will have his contract tolled. However, if the player is physically able to perform his football services on or before the sixth regular season game, the Club must pay the player his negotiated Paragraph 5 Salary (pro rata) for the balance of the season in order to toll such player’s contract. If such player is taken off N-F/I during the period when such action is allowed by League rules, his contract will not be tolled.

**Section 4. Roster Exemption:**

(a) **Certain Players Not Under Contract.** After the final roster reduction a Club must agree in writing with an unsigned player who is either an Unrestricted Free Agent, Transition Player, or Franchise Player, prior to signing a Player Contract with such player, on what compensation, if any, the player will be paid if he is placed in a roster exempt status.

(b) **Players Under Contract.** If a Club obtains a roster exemption for a player under contract who does not report to his Club at least five days before the final day of Preseason Training Camp as defined in Article 23, Section 10, the player will not be entitled to preseason or regular season compensation until such exemption is removed, provided the player is given written notice of such fact upon reporting to the Club. If such notice is not given to the player, the player must be paid his Paragraph 5 Salary during his exemption.

(c) **Restricted Players.** Any player whose contract has expired and who either (i) has two but less than three Accrued Seasons or (ii) is a Restricted Free Agent pursuant to Article 9, Section 2, and who has been given the Required Tender pursuant to Article 8, Section 2, or Article 9, Sections 2(b)(i) or (ii), and who has not signed a contract

and has not reported to his Club's preseason training camp, may be placed on the roster exempt list of his Club under the following conditions:

(i) If the player has not reported at least the day before the Club's second preseason game, he may be placed on roster exempt until the day following the Club's first regular season game.

(ii) If the player has not reported at least the day before the Club's third preseason game, he may be placed on roster exempt until the day following the Club's second regular season game.

(iii) If the player has not reported at least the day before the Club's fourth preseason game, he may be placed on roster exempt until the day following the third regular season game scheduled after the date he actually reports.

(iv) Any roster exemption imposed under this Subsection (c) shall commence with the first game immediately after a Restricted Free Agent reports and signs a Player Contract during the pendency of any League-imposed suspension.

(v) Any roster exemption imposed under this Subsection (c) shall continue for its full duration after any trade of the player to another Club.

(vi) Any player who is placed on the roster exempt list of his Club pursuant to Section 4(c) shall be entitled to full compensation from his Club for any week in which his Club has a "bye" after the date he reports, but while he is still on the roster exempt list. Thus, any such player may not lose more than three weeks of Paragraph 5 Salary as a result of being placed on the roster exempt list. This Subsection shall not affect the number of regular season games for which the player can be placed on the roster exempt list, and thus for which the player may not play for his Club, in accordance with Subsections (i)–(iii) above. Nothing herein shall affect any right or obligation the player or Club otherwise may have concerning compensation to the player.

(vii) No player may be placed on roster exempt under this Section 4(c) unless the Club has provided written notice to the player and the NFLPA of its intent to place the player on roster exempt at least five days prior to the Club's second preseason game. Once such written notice is provided, the Club must place the player on roster exempt in accordance with Subsections (i)–(iii) above.

(viii) For purposes of this Article, extra preseason games such as the Canton Hall of Fame Game and the American Bowl shall not count.

(ix) When placed on roster exempt pursuant to this Section, the player shall not be entitled to compensation.

(d) Except as provided in Subsection (c) above, for purposes of this Section, roster exemptions shall be for no more than two weeks of the regular season.

**Section 5. Other Professional Leagues:** No player who is under contract in another football league is eligible to sign an NFL Player Contract or a Practice Squad Player Contract until the termination or expiration of his contract in the other league.

## ARTICLE 21 OFFSEASON WORKOUTS

**Section 1. Voluntary Workouts:** No player shall be required to attend or participate in any offseason workout program or classroom instruction of a Club other than as provided in Article 22. Any other Club offseason workout programs and classroom instruction sessions shall be strictly voluntary and shall take place in the manner and time period set forth in this Article.

**Section 2. Time Periods:**

(a) Subject to the limitations in Subsections (c) and (d) below, from the end of the previous NFL season until the opening of training camp, Clubs may schedule or conduct offseason workout programs as follows. If a Club hires a new head coach after the end of the prior regular season, that Club may schedule or conduct an offseason workout program for no more than nine total weeks, with eight of the weeks required to be consecutive and subject to Article 22, Section 3, to be completed over a twelve-week period. All other Clubs may schedule or conduct offseason workout programs for no more than nine consecutive total weeks, to be completed over a ten-week period. In either case, Clubs may schedule no more than four workouts per week for any individual player. Such workout programs shall not be permitted on weekends. Nothing herein shall prevent a Club from permitting an individual player to work out on his own prior to the commencement of the Club's official offseason workout program using the Club facilities if the player wishes to do so, except that no club official may indicate to a player that such individual workouts are not voluntary, or that a player's failure to participate in such workouts will result in the player's failure to make the Club (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions).

(b) Prior to the commencement of the Club's official offseason workout program:

- (i) players may not receive daily workout payments or workout bonuses of any kind, and may not be paid or reimbursed expenses for travel, board or lodging;
- (ii) players are not permitted to participate in Club-supervised workouts, Club-supervised practices, group or individual meetings with coaches, group or individual film study with coaches, or group or individual playbook study with coaches;
- (iii) players' activities may not be directed or supervised by any coaches, except that the Club's strength and conditioning coaches may direct an individual player's workout in the weight room and may supervise use of the weight room to prevent injury and to correct misuse of equipment;
- (iv) players may participate on a voluntary basis in Club-sponsored individual or group activities and instruction at the Club facility related to diet, nutrition, wellness, yoga, aerobics, swimming or other similar types of therapeutic exercise;
- (v) notwithstanding anything to the contrary in this Article, Clubs may provide players with video for viewing by the player away from the Club facility. The video may be distributed to players by external hard drive, downloading to the player's personal or Club-provided electronic device, or by providing the player with access to the Club's game video database, so long as no player is rewarded or disciplined based upon the frequency or duration of his use of such database. The video

may include coaching or instructional voiceovers or audio content, superimposed diagrams, schematics, or written commentary. In addition, nothing herein shall prevent a Club from permitting an individual player to work out on his own on weekends after the Club's official offseason program has commenced, or at any time after the Club's official offseason workout program has ended, using Club facilities if he wishes to do so, subject to the restrictions set forth in Subsections 2(b)(i)-(iii) above, except that no Club official may indicate to a player that such individual workouts are not voluntary, or that a player's failure to participate in such workouts will result in the player's failure to make the Club (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions).

(c) Each Club's official nine-week offseason workout program shall be conducted in three phases, as follows:

(i) **Phase One.** Phase One shall consist of the first two weeks of the Club's offseason workout program. Subject to the additional rules set forth in Section 5 of this Article, Phase One activities shall be limited to strength and conditioning and physical rehabilitation only. During Phase One, only full-time or part-time strength and conditioning coaches, who have no other coaching responsibilities with the Club, shall be allowed on the field; no other coaches shall be allowed on the field or to otherwise participate in or observe activities. No footballs shall be permitted to be used (only "dead ball" activities), except that (1) quarterbacks may elect to throw to receivers provided they are not covered by any other player; (2) kickers, punters, PAT/field goal holders, and long snappers may use footballs on the field for kicking, punting, snapping or holding without the involvement of any other players; (3) returners may field punts and kickoffs provided they are not covered by any other player; (4) JUGGS machines may be used for pass catching, punt returns, and kickoff returns. Players cannot wear helmets during Phase One, except that players using JUGGS machines may wear helmets for safety purposes if the player so desires. During all three phases of a Club's offseason workout program, participating players may meet with members of the Club's Player Engagement staff and may attend NFL/NFLPA jointly-sponsored educational sessions.

(ii) **Phase Two.** Phase Two shall consist of the next three weeks of the Club's offseason workout program. Subject to the additional rules set forth in Section 5 of this Article, during Phase Two all coaches shall be allowed on the field. On-field workouts may include (1) individual or group instruction and drills during which offensive players may hold shields or bags for offensive players and defensive players may hold shields or bags for defensive players; (2) "perfect play" drills (e.g., offense or defense only, but not offense vs. defense), or special teams drills on a "separates" basis (e.g., kicking team or return team only, but not kicking team vs. return team); (3) drills and plays conducted with offensive players lining up across from offensive players and defensive players lining up across from defensive players with each group permitted to align eleven or fewer players across from eleven or fewer players. Players on one side of the ball may execute a play, but players on the opposite side of the ball may not initiate contact with, or attempt to impede the progress of, players who are running the play (such drills and plays shall be conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties); and (4) JUGGS machines may be used

for pass catching, punt returns, and kickoff returns. No live contact or team offense vs. team defense drills are permitted. No offense vs. defense drills are permitted (e.g., no one-on-one offensive linemen vs. defensive linemen pass rush or pass protection drills, no wide receivers vs. defensive backs bump-and-run drills, and no one-on-one special teams drills involving both offense and defense are permitted.) Players may wear jointly-approved protective shirts during Phase Two but cannot wear helmets, except that players using JUGGS machines may wear helmets for safety purposes if the player so desires. The on-field time limit for Phase Two begins when coaches begin to coach a player or players on the field.

(iii) **Phase Three.** Phase Three shall consist of the next four weeks of the Club's offseason workout program. Subject to the additional rules set forth in Subsections 5(a) and 5(c) of this Article and Appendix G to this Agreement, during Phase Three each Club may conduct a total of ten days of organized team practice activity ("OTAs" or "OTA days"). The restrictions set forth in Subsection 5(b) of this Article shall not apply to OTA days. The Club may conduct a maximum of three days of OTAs during each of the first two weeks of Phase Three. A maximum of four days of OTAs may be conducted during either the third week or the fourth week of Phase Three, with the Mandatory Veteran Minicamp (Article 22, Section 2) to be held during the other week. During weeks in which the Club conducts only three days of OTAs, the Club may also conduct a fourth day of non-OTA workouts, but such activities shall be subject to the rules governing Phase Two workouts, as set forth in Subsection 2(c)(ii) of this Article. During Phase Three, all coaches shall be allowed on the field. No live contact is permitted. No one-on-one offense vs. defense drills are permitted (i.e., no offensive linemen vs. defensive linemen pass rush or pass protection drills, no wide receivers vs. defensive backs bump-and-run drills, and no one-on-one special teams drills involving both offense and defense are permitted) except that, outside of the 10-yard line, simulated press coverage is permitted using hand placement (versus jamming) during 11-on-11 drills and related position group one-on-one drills (e.g., footwork and release work (no "live-contact" or "bump-and-run"). During simulated press coverage drills, hand contact between a defensive player and a receiver is permitted provided the defensive player does not impede the receiver or alter his route and no live contact occurs. The NFL shall provide a video that is jointly approved by the parties demonstrating permissible press coverage and one-on-one drills. In addition to on-field activities permitted during Phase Two of a Club's offseason workout program, special teams drills (e.g., kicking team vs. return team) are permitted, provided no live contact occurs. Team offense vs. team defense drills, including all drills listed in Appendix G to this Agreement, are permitted, provided no live contact occurs. Clubs may require players to wear helmets; players may wear jointly approved protective shirts; no shells are permitted during Phase Three of the Club's offseason workout program or any minicamp. The on-field time limit for Phase Three begins when coaches begin to coach a player or players on the field. In the event that a Club begins an on-field OTA practice but such practice is discontinued within sixty minutes of its commencement due to inclement weather or for any reason beyond the Club's control, the practice may be rescheduled on another day within the nine-week limit for offseason workouts unless the Club has an indoor practice facility, in which case the practice must be resumed and completed, if at all, on the same day in the Club's indoor facility, provided that the Club shall have a reasonable period of

time to relocate players and equipment. In such a case the NFL will notify the NFLPA on a same-day basis that the practice was interrupted. If the Club does not have an indoor facility and wishes to reschedule the practice, the NFL will consult with the NFLPA before the practice is rescheduled.

(d) Each year offseason workout programs cannot begin prior to the first Monday in April for Clubs that have hired a new head coach after the end of the prior regular season, and cannot begin prior to the third Monday in April for all other Clubs. Each year on a date to be agreed upon by the parties, but no later than twenty-one days before the scheduled commencement of a Club's program, each Club shall provide the NFL and the NFLPA with the Club's schedule for its offseason workout program that year, and shall advise the NFL and the NFLPA in writing in advance of any changes to that schedule; if the NFL provides such information to the NFLPA, the Club's obligation under this sentence shall be deemed satisfied.

**Section 3. Payment:**

(a) Each player shall receive at least the following amounts per day for any workouts or classroom instruction in which he participates pursuant to a Club's voluntary offseason workout program, provided the player fulfills the Club's reasonable offseason workout requirements: \$235 (2020 League Year), \$275 (2021 League Year), \$295 (2022–23 League Years), \$315 (2024–25 League Years), \$340 (2026–27 League Years), \$365 (2028–29 League Years), and \$390 (2030 League Year), respectively. Players are required to complete three out of four scheduled workouts, including any scheduled OTAs, per week in order to be paid for any workout the player completes in that week, except that if there are fewer than four (4) scheduled workouts in a week the player will be paid for each workout in which he participates. A player can only be paid for offseason workouts pursuant to the terms of an executed offseason workout addendum, which shall be part of the player's NFL Player Contract and in the form set forth in Appendix P to this Agreement. A player under contract participating in a Club's offseason workout program shall be deemed to be participating under the applicable agreement set forth in Appendix P to the CBA. A player subject to a Required Tender by a Club, but who has not signed a Player Contract, or an Unrestricted Free Agent whose Player Contract with that Club has expired may be invited to participate in that Club's offseason workout program, but must sign an Offseason Workout and Minicamp Participation Agreement prior to his participation in such activities. Players who are under contract or subject to a Required Tender to an NFL Club and who participate in a Club's offseason workout program may also receive expenses for travel, board, and lodging subject to the terms and conditions set forth in Article 13, Section 6(e)(iv)(3).

(b) In the event a Club elects to conduct an offseason workout program pursuant to Article 21 of this Agreement, any contract term in the NFL Player Contract of a player who, prior to the start of such program, has four or more Accrued Seasons, as defined in Article 8, Section 1, and which term is contingent, in whole or in part, upon the player's participation in the offseason workout program (e.g., without limitation, an offseason workout bonus or other contract provision) shall be subject to individual negotiation between the player and the Club; provided, however, that any such agreement may not require the player's participation in more than 84.375% of the scheduled workouts

(e.g., 27 of the 32 total offseason workouts, eight weeks times four days per week) permitted in Article 21, Sections 2(b)(i)-(iii). Any such agreement must be included in the player's contract prior to the commencement of the Club's offseason workout program.

**Section 4. Injuries:** Any player injured during offseason workouts will be protected in the same manner as if injured during the Club's preseason training camp, provided he is working out at the Club's facility under the direction of a Club official.

**Section 5. Miscellaneous:**

(a) No Club official may indicate to a player that the Club's offseason workout program or classroom instruction is not voluntary (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or result in any other adverse consequences affecting his working conditions). Contact work (e.g., "live" blocking, tackling, pass rushing, bump-and-run) is expressly prohibited in all offseason workouts. All Clubs, coaches and other Club officials shall follow all of the rules regarding offseason workouts set forth in Appendix G hereto.

(b) During the offseason program period, except for the ten days of organized team practice activity and minicamps, players may be (1) at the Club facility no more than four hours per day, no more than four days per week, and not during weekends; and (2) on the field no more than ninety minutes per day. In addition, the Club may not specify to any player more than two specific hours a day during which it suggests that the player be at club facilities. Any player participating in an offseason workout program may select the other two hours in which he wishes to attend to conduct his weight training, etc., as long as he does so during the hours of operations of the Club's weight room. During the ten days of organized team activity, players may be (1) at the Club facility no more than six hours per day; and (2) on the field no more than two hours per day. Time limits at the Club facility and on the field for minicamps and for players participating in a Club's Rookie Football Development Program shall be as set forth in Article 22 of this Agreement.

(c) Clubs shall film all three Phases of the on-field workout sessions and shall maintain a copy of such films until thirty days after the start of the regular season. The NFLPA may view such films (after signing a confidentiality agreement satisfactory to the NFL at the start of each League Year of this Agreement) upon the filing of a complaint alleging a violation of this Article; provided, however, that in addition to the foregoing the NFLPA may request video from any practice without first initiating a formal proceeding. Any such requests shall be limited to four (4) Clubs per week and no more than four (4) requests for any individual Club in the same League Year. All such requests shall be made by electronic mail to the NFL Management Council, which will procure the requested video and forward it to the NFLPA as soon as practicable.

(d) In all Phases of the offseason program, the on-field time limit begins when any coach begins to coach a player or players on the field, except that, during OTAs, players may stretch for up to 15 minutes prior to practice with the aid of strength and conditioning coaches (with no other coaches permitted on the field). This time will not count against the two-hour on-field time limit for OTA practices.

**Section 6. Pre-Training Camp Period:** During the period beginning with the end of the offseason program and ending with the mandatory reporting date for preseason training camp for veteran players (as provided in Article 23, Section 5(a)-(c)), or such date for Rookies or first-year players (as provided in Article 23, Section 5(e)), as applicable, no such player shall be permitted to participate in any organized workouts or organized football activity of any kind, or any football activity with any coach, on either a voluntary or involuntary basis, in connection with or on behalf of the Club or a Club Affiliate. Notwithstanding the preceding sentence, during the five consecutive days immediately prior to the mandatory veteran reporting date for each Club's preseason training camp (as specified in Article 23, Section 5(a)-(c)), no veteran player (other than (i) quarterbacks and (ii) other players who (1) were on the Injured Reserve, Physically Unable to Perform or Nonfootball Injury or Illness list at the end of the previous season; or (2) failed a physical examination given by a team physician at any time after the last game of the previous season; or (3) sustained a football-related or nonfootball-related injury or illness during the offseason; or (4) had surgery during the offseason regarding a football or nonfootball-related condition regardless of when such condition arose) shall be permitted to participate in any organized workouts or other organized football activity of any kind, or any football activity with any coach, on either a voluntary or involuntary basis, in connection with or on behalf of the Club or Club Affiliate. (Except that a player in categories (ii)(1)–(4) above who fully participates in all Phase Three activities and the Mandatory Veteran Minicamp during the club's offseason workout program shall not be permitted to participate during this five day period.) This prohibition shall apply notwithstanding any other provision of this Agreement, or any provision in any Player Contract. Notwithstanding the above, nothing in this Section shall prevent any player from using any Club facility, subject to League rules and the Club's permission, to work out on his own at any time on a voluntary basis without the participation of any coach, trainer or other Club personnel except that the Club's strength and conditioning coaches may direct a player's individual workout in the weight room and may supervise use of the weight room to prevent injury and correct misuse of equipment. Nothing in this Section shall prohibit organized player activity in personal appearances or promotional activities on behalf of the Club or the League that the player has agreed to.

**Section 7. Rookie Premiere:** Invited Rookies will be permitted by their respective Clubs to attend the NFL Players Rookie Premiere provided that: (i) such event is scheduled during the month of May; (ii) such event encompasses a maximum of four consecutive days, including both a Saturday and a Sunday; and (iii) the NFLPA provides the NFL with the dates for the next Rookie Premiere not later than February 1 of each year.

**Section 8. Enforcement:**

(a) The head coach and the Club, who are jointly responsible for any conduct in violation of Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), shall be subject to a fine to be determined by the Commissioner, which fine(s) shall not be reimbursable by the Club or any other person. The NFLPA and any player involved in any such violation shall each have the right to enforce Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), through an



expedited arbitration proceeding before the Impartial Arbitrator. Any head coach or Club that is the subject of a proceeding under this Section shall have the right to participate in the proceeding and to present a defense.

(b)(i) The NFL and the NFLPA shall each designate one or more representatives to investigate claims of violations of the rules set forth above or any other rules set forth in this Agreement relating to offseason workouts. At the request of either party, these representatives will inspect appropriate areas of Club facilities without notice to the Club and, upon request from any representative, shall be provided, as quickly as reasonably possible, with a copy of all tape, film, other recorded evidence, or other documentation any representative deems relevant to any possible violation.

(ii) Within forty-eight (48) hours of the commencement of a complaint by the NFLPA to the NFL, or sooner if practical, the Executive Director of the NFLPA and the NFL Executive Vice President Labor & League Counsel shall be advised of the status of the complaint and these persons shall attempt to determine if a violation occurred. If they are unable to agree upon the outcome, the matter will be immediately referred to the Impartial Arbitrator who will render a decision within forty-eight hours of the submission of the dispute.

(c) As soon as practicable after the commencement of any proceeding before the Impartial Arbitrator, the NFLPA shall be provided with a copy of all tape, film, other recorded evidence, or other documentation of any workout that is the subject of the proceeding if such materials have not already been produced to the NFLPA pursuant to Subsection (b)(i). If the Club fails to produce such materials then the Club's next scheduled week of OTAs shall automatically be cancelled pursuant to Subsection (d)(ii) below, unless the Club proves that its failure to produce such materials is due to circumstances beyond the Club's control.

(d)(i) **Commissioner Fines.** In the event that the Arbitrator finds any violation of Sections 1, 2, 5 or 6 of this Article (including but not limited to the rules in Appendix G), or in the event that the NFL and the NFLPA agree that a violation has occurred as provided under Subsection (d)(ii) below, the head coach shall be subject to a fine in the amount of \$100,000 for the first violation, and \$250,000 for a second violation, and the Club shall be subject to a fine in the amount of \$250,000 for the first violation and \$500,000 for a second violation. If such a violation is found by the Arbitrator, or the NFL and the NFLPA agree that such a violation has occurred, the Commissioner in his sole discretion: (1) may promptly fine the head coach and the Club in the amounts specified above; or (2) after consultation with the Executive Director of the NFLPA, may fine the head coach and the Club some lesser amount, or no amount, if the Commissioner determines that (A) the conduct of the head coach and the Club were based upon a good faith interpretation of Sections 1, 2, 5, 6 or 8 of this Article or the rules set forth in Appendix G; or (B) did not constitute a material violation of such Sections. Any fines assessed by the Commissioner pursuant to this Subsection shall be donated as follows: Fifty percent to the Gene Upshaw Players Assistance Trust, and fifty percent to the Player Care Foundation. The NFL shall promptly provide the NFLPA with written evidence that the fine has been paid and donated in accordance with this Section.

(ii) **Other Penalties.** If the arbitrator determines that a violation has occurred, or if the Executive Director of the NFLPA and the NFL Executive Vice President

Labor & League Counsel agree that a violation has occurred, the Club's next scheduled week of OTAs shall be cancelled, excluding minicamps. If the arbitrator finds, or the Executive Director of the NFLPA and the NFL Executive Vice President Labor and League Counsel agree, that two separate violations of these rules occurred in the same League Year, the Club's next scheduled week of OTAs shall also be cancelled, excluding minicamps, and the Commissioner shall cause the Club to forfeit a fourth-round draft selection in the next draft in which the Club has such a selection. The penalties described in the immediately preceding two sentences shall be imposed whether or not the Commissioner imposes a fine under Subsection 8(d)(i) of this Article.

(iii) For each League Year after the 2020 League Year, the fine amounts described in Subsection (i) above shall be adjusted by the same percentage as the change in Projected AR for that League Year compared to the Projected AR for the prior League Year up to a maximum of ten percent (10%) per League Year.

(e) In the event any week of the Club's offseason workout program, excluding minicamps, is cancelled, no player may work out at any team facility during the cancelled week. However, in such event, players participating in the Club's offseason program shall be deemed to have participated in the required number of days for the cancelled week in order to qualify for offseason workout pay or any workout bonuses. No conduct occurring prior to the date upon which any arbitration proceeding is filed before the Impartial Arbitrator under these rules may serve as the basis for a finding of a second violation by a Club. A second violation by a Club in the same League Year must be predicated upon facts arising after the grievance alleging the first violation has been filed. Any violation that occurs in the last week of the Club's offseason workout program will result in a loss of the Club's first week of OTAs (3 OTAs) in the next offseason; provided, however, this carry-over cancellation will not constitute an independent violation in the next offseason. If the Club hires a new head coach after the offseason in which the violation occurs, the cancellation will not carry over for that Club; however, if the terminated head coach is hired by another NFL Club as a head coach, the carry-over cancellation will be assessed against the hiring Club in that offseason.

(f) Except as provided above, these limitations on offseason workouts shall not preclude any player from working out on his own at any time, including weekends. By agreeing to the sanctions in this Section, the parties have not waived or affected in any way their respective positions as to the issue of the Commissioner's authority to impose discipline, including the forfeiture of draft choices, for conduct within the scope of his authority under the NFL Constitution and Bylaws.

(g) The NFLPA may designate representatives who can make unannounced visits to Teams to investigate compliance with the provisions of this Article, Articles 22–24, and Appendix G. Such representatives may make no more than eight total such visits per Club in a League Year. The Club will provide the representative with access to the practice field, the locker room, the players' dining facility, and a conference room if requested. The representative shall not have access to the Club's training room or medical

facilities during these visits. The representative shall be permitted access to the Club's weight room in the sole discretion of the head coach.

***Section 9. Offseason Participation Contract:***

(a) A player subject to a Required Tender by a Club, but who has not signed a Player Contract, or an Unrestricted Free Agent whose Player Contract with that Club has expired, may enter into an Offseason Workout Program and Minicamp Participation Agreement in order to participate in the offseason workout program and Minicamp(s) of that Club in the form set forth in Appendix Q to this Agreement. The standard Participation Agreement is set forth in Appendix Q to the CBA. A copy of all Participation Agreements shall be submitted to the NFL, which shall provide a copy to the NFLPA. This Section shall not apply to a Rookie subject to the Required Tender specified in Article 6, Section 3. The parties shall discuss and agree to the appropriate form of a participation agreement for such players.

## **ARTICLE 22 MINICAMPS**

**Section 1. Number:** Each League Year each Club may hold a maximum of one mandatory minicamp for veteran players. If a Club hires a new head coach after the end of the prior regular season, that Club may hold one additional voluntary minicamp for veteran players. In the event a Club (i) terminates the employment of its current head coach during the regular season with two or fewer regular season games remaining; and (ii) designates another member of its own coaching staff, or hires a coach from outside the organization, to serve in the capacity of interim head coach for the remainder of the season; and (iii) subsequently hires such interim head coach as the Club's head coach after the end of that regular season, such coach shall be deemed a "new head coach" for purposes of this Agreement. Any mandatory minicamp for veteran players shall count as one of the nine weeks of the Club's official offseason workout program under Article 21, Section 2(a) of this Agreement. There is no limitation on the number of minicamps a Club may hold for Rookie players during the seven weeks of the Club's Rookie Football Development Program.

**Section 2. Mandatory Veteran Minicamp:** No mandatory veteran minicamp may exceed three days in length, plus one day for physical examinations. The minicamp must be conducted during the week (Monday through Friday), with physicals taking place on Monday but no practice or workouts on that day, practices on Tuesday through Thursday and a day off on Friday. If a Club does not conduct physical examinations during its mandatory veteran minicamp, practices may be conducted on Monday through Wednesday and days off on Thursday and Friday. The minicamp must be conducted during week three or week four of Phase Three of the Club's offseason workout program. The Phase Three rules set forth in Article 21, Section 2(c)(iii) of this Agreement shall apply to all minicamp activities. Two-a-day practices shall be permitted on two of the three practice days of the Club's one mandatory minicamp, subject to the following rules: (i) minicamp may be held for a maximum of twenty-four hours over three days; (ii) players may be on the field for a total of no more than three and one-half hours per day; (iii) players may participate in one practice for no more than two and one-half hours of on-field activities under Phase Three rules; (iv) the second practice may only be for the remaining portion of the players' daily three and one-half hour on-field activities and shall be limited to drills and plays conducted with offensive players lining up across from offensive players and defensive players lining up across from defensive players (or offensive players lining up across from defensive players) with each group permitted to align eleven or fewer players across from eleven or fewer players. Players on one side of the ball may execute a play, but players on the opposite side of the ball may not initiate contact with, or attempt to impede the progress of, players who are running the play (such drills and plays shall be conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties); (v) no organized team activities (including treatment and taping) may begin prior to 7:00am local time or end after 8:30pm local time, and players shall be given at least one hour for lunch and dinner each; (vi) players may only be asked to participate in Club activities for a maximum of ten hours per day including taping and treatment and one hour

for meal time. The on-field time limits described above shall begin as soon as position coaches begin to coach a player or players on the field.

**Section 3. Voluntary Veteran Minicamp:** Any voluntary minicamp for veteran players must be conducted prior to the College Draft, but no earlier than week three of the Club's offseason workout program and after at least one week of the two weeks of Phase One activities that the Clubs may hold pursuant to Article 21. In the event the NFL elects to move the College Draft to a date that would require the Club to schedule its voluntary minicamp for veteran players during a week that is earlier than week three of the Club's offseason workout program or that would otherwise preclude the Club from holding a voluntary veteran minicamp, the NFLPA and NFL shall agree to change such rule and/or the rule set forth in Article 21, Section 2(d) regarding the earliest permissible starting date for new head coaches, to ensure that any eligible Club will be permitted to hold an additional voluntary veteran minicamp for veteran players. Voluntary minicamps for veteran players shall be subject to the rules set forth in Section 2 above.

**Section 4. Expenses:**

(a) Any veteran player who attends a minicamp will receive meal allowances in accordance with Article 34, Section 1 of this Agreement, plus all travel expenses to and from the camp, plus the prorated portion of the weekly per diem specified for the current League Year (as set forth in Article 23, Section 4). In addition, the Club will provide housing at minicamps for players coming from out-of-town.

(b) If a "first-year player" (as defined as in Article 23, Section 1) signed a Player Contract with any Club for the prior League Year, he shall receive, for each day that he attends minicamp, the following compensation, but no other compensation: (i) the prorated portion of the weekly per diem specified for the current League Year (as set forth in Article 23, Section 3); (ii) the meal allowance specified for the current League Year (as set forth in Article 34, Section 1); and (iii) all travel expenses to and from the camp, plus housing (for players coming from out-of-town).

(c) Any "rookie player" (defined as a person who has never signed a Player Contract with an NFL Club in a prior League Year) shall receive the daily amount specified in Subsection 8(b) of this Article for each day that he attends a voluntary or mandatory veteran minicamp, in addition to payments and reimbursements provided by the Club pursuant to Article 7, Section 5(e).

**Section 5. Contact:** There will be no contact work (e.g., "live" blocking, tackling, pass rushing, bump-and-run) or use of pads (helmets permitted) at minicamps.

**Section 6. Injuries:** Any player injured in a Club's minicamp shall be protected in the same manner as if injured during the Club's preseason training camp.

**Section 7. Post-Draft Rookie Minicamp:**

(a) Each Club may hold one three-day post-Draft Rookie Minicamp, which at the Club's election may be conducted on either the first or second weekend following the College Draft. Players may only participate in Club activities for a maximum of ten

hours per day, including meal time that coincides with, or is held between, team activities. “First-year players” (as defined in Article 23, Section 1) who signed a Player Contract with any Club for a prior League Year may also be invited to participate in a Club’s post-Draft Rookie Minicamp. Any participating first-year player shall receive the compensation and meal, travel, and housing allowances provided for in Section 4(b) above for each day of the post-Draft Rookie Minicamp the player attends.

(b) During a Club’s post-Draft Rookie Minicamp, veteran players (as defined in Article 23, Section 1) who are not under contract to any Club may participate on a tryout basis, subject to the following rules:

- (i) Each Club may allow no more than five (5) veteran players to participate in its post-Draft Rookie Minicamp in each season.
- (ii) Veteran players who participate in a Club’s post-Draft Club’s Rookie Minicamp shall receive the following compensation, but no other compensation: (1) all travel expenses to and from the post-Draft Rookie Minicamp; (2) housing for veteran players coming from out of town, (3) the pro-rated portion of the weekly per diem specified for the current League Year as set forth in Article 23, Section 4 of the CBA for each day that the veteran player attends the post-Draft Rookie Minicamp; and (4) the meal allowance specified for the current League Year as set forth in Article 22, Section 4 and Article 34, Section 1 of the CBA.
- (iii) If a veteran player sustains an injury while participating in a Club’s post-Draft Rookie Minicamp, he is entitled to reimbursement of reasonable and necessary medical expense incurred as a result of that injury. The determination as to whether or not such expenses are “reasonable and necessary” shall be based on the reasonable opinion of the Club’s Head Team Physician. For the avoidance of doubt, no NFL Player Contract between such injured veteran player and the Club exists as a result of his participation in a post-Draft Rookie Minicamp on a tryout basis, and therefore, such injured veteran player will not be entitled to any compensation pursuant to an NFL Player Contract, including, but not limited to, any benefit pursuant to Paragraph 5 or Paragraph 9 of the NFL Player Contract or to any benefit pursuant to Articles 44 or 45 of this Agreement.
- (iv) Prior to a Club’s post-Draft Rookie Minicamp, the Club shall provide the NFLMC with a list of the veteran players who will participate in the post-Draft Rookie Minicamp on a tryout basis.
- (v) The NFLMC shall provide such list to the NFLPA immediately following the conclusion of all Clubs’ post-Draft Rookie Minicamps.
- (vi) The NFLMC will review each Club’s list of veteran players who will participate in the Club’s post-Draft Rookie Minicamp on a tryout basis.
- (vii) If the NFLMC determines that a veteran player: (1) was on a Club’s roster as of the last game of the Club’s season in the season immediately preceding the relevant post-Draft Rookie Minicamp or at any time during the same League Year as, but prior to, the relevant post-Draft Rookie Minicamp; (2) was released by the Club prior to the relevant post-Draft Rookie

Minicamp; (3) participated in the Club's relevant post-Draft Rookie Minicamp on a tryout basis; and (4) was re-signed by the Club within 60 days following the relevant post-Draft Rookie Minicamp, the NFLMC will treat the Club's conduct as a *prima facie* violation of Article 14, Section 1 of this agreement and Paragraph 18 and 21 of the NFL Player Contract.

**Section 8. Rookie Football Development Programs:**

(a) Each Club may hold a Rookie Football Development Program five days per week for a period of seven weeks, commencing on or about May 16. During this period, no mandatory or voluntary activities can be held on weekends, with the exception of the Club's one post-Draft Rookie Minicamp, as described in Section 7 above. During a Club's Rookie Football Development Program, players may only participate in Club activities for a maximum of eight hours per day. Players may participate in on-field activities for no more than three and one-half hours per day. The on-field time limits described above shall begin as soon as position coaches begin to coach a player or players on the field.

(b) In addition to reimbursements and payments provided by the Club pursuant to Article 7, Section 5(e), each rookie player shall receive the following amounts per day for any workouts or classroom instruction in which he participates pursuant to a Club's Rookie Football Development Program provided the player fulfills the Club's reasonable workout requirements: \$135 (2020-21 League Years), \$148 (2022-23 League Years), \$161 (2024-25 League Years), \$179 (2026-27 League Years), \$197 (2028-29 League Years), \$215 (2030 League Year). Rookie players are required to complete four out of five scheduled workouts, including any scheduled OTAs, per week in order to be paid for any workout the player completes in that week, except if there are fewer than five scheduled workouts in a week the player will be paid for each workout in which he participates.

(c) In addition to "rookie players" (defined as a person who has never signed a Player Contract with an NFL Club in a prior League Year), the following players may be invited to participate in a Club's Rookie Football Development Program: (i) non-quarterbacks with zero "Credit Seasons" (as defined in Article 26, Section 2) who signed a Player Contract with any Club for a prior League Year; (ii) quarterbacks with zero "Credited Seasons" (as defined in Article 26, Section 2) who signed a Player Contract with any Club for a prior League Year; and (iii) quarterbacks with one (1) "Credited Season" (as defined in Article 26, Section 2) who participated in less than 25% of their Clubs' offensive plays during the previous season. Players who participate in the Rookie Football Development Program pursuant to this subsection may only participate in (i) four weeks of the program; (ii) a maximum of four days per week; and (iii) a maximum of three and one half hours on the field with no more than two hours in any single practice on a day in which two practices are held for rookie players. No player shall be permitted to participate in a Rookie Football Development Program more than twice during his NFL career, including his participation in such program as a rookie player. For the sake of clarity and the avoidance of doubt, no player shall be permitted to participate in a Rookie Football Development Program more than once after his rookie year.

(d) First-year players and veteran players who participate in a Club's Rookie Football Development Program shall receive the minimum daily amount set forth in Section 3 of Article 21 subject to the terms and conditions of that Section.

**Section 9. Films:** Clubs shall film all on-field activities from any minicamp, and shall maintain a copy of such films until thirty days after the start of the regular season. The NFLPA may view such films (after signing a confidentiality agreement satisfactory to the NFL at the start of each League Year) upon the filing of a complaint alleging a violation of this Article; provided, however, that in addition to the foregoing the NFLPA may request video from any practice without first initiating a formal proceeding. Any such requests shall be limited to four (4) Clubs per week and no more than four (4) requests for any individual Club in the same League Year. All such requests shall be made by electronic mail to the NFL Management Council, which will procure the requested video and forward it to the NFLPA as soon as practicable.

**Section 10. Enforcement:** Any alleged violation of Sections 1, 2, 3, 5 or 8 of this Article shall be governed by the same procedures, and shall be subject to the same fines and fine procedures, as set forth in Article 21, Section 8, except that the "Other Penalties" set forth in Article 21, Section 8(d)(ii) shall not apply to any violation of this Article.

**Section 11. Participation Agreement:** The requirements of Article 21, Section 3 or Article 21, Section 9 (as applicable), apply to players participating in a Club's minicamp.



**ARTICLE 23**  
**PRESEASON TRAINING CAMPS**

**Section 1. Definition:** For purposes of this Article, a “first-year player” is defined as any player who has not completed one season in which a year of Credited Service under the Bert Bell/Pete Rozelle Plan has been earned, and a “veteran player” is defined as any player who has completed one or more seasons in which a year of Credited Service has been earned under such Plan(s).

**Section 2. Room and Board:** All players will receive room and board during the preseason training camp, and housing between training camp and the Tuesday prior to their Club’s first regular season game for those players who have not as yet established residence in the Team city.

**Section 3. First-year Player Per Diem:** A first-year player will receive “per diem” payments, commencing with the first day of Preseason Training Camp and ending on the final day of preseason training camp, as defined in Section 10 of this Article, at the following weekly rates for the respective League Years: \$1,150 (2020 League Year), \$1,700 (2021–22 League Years), \$1,850 (2023–24 League Years), \$2,000 (2025–26 League Years), \$2,150 (2027–28 League Years), \$2,300 (2029-2030 League Years), respectively.

**Section 4. Veteran Per Diem:** A veteran player will receive “per diem” payments, commencing with the first day of Preseason Training Camp and ending on the final day of preseason training camp, as defined in Section 10 of this Article, at the following weekly rates for the respective League Years: \$2,000 (2020 League Year), \$2,900 (2021–22 League Years), \$3,200 (2023–24 League Years), \$3,500 (2025–26 League Years), \$3,800 (2027–28 League Years), \$4,100 (2029-2030 League Years), respectively.

**Section 5. Reporting:**

(a) For Clubs whose first regular season game is on a Thursday or a Sunday, all veteran players other than quarterbacks and injured players are required to report to the Club’s official preseason training camp forty-seven days (including one day for physical examinations, meetings, classroom instruction, running, and conditioning) prior to such regular season game.

(b) For Clubs whose first regular season game is on a Monday, all veteran players other than quarterbacks and injured players are required to report to the Club’s official preseason training camp forty-eight days (including one day for physical examinations, meetings, classroom instruction, running, and conditioning) prior to such regular season game.

(c) Notwithstanding Subsections (a) and (b) above, for Clubs whose first preseason game is the Canton Hall of Fame Game or any American Bowl game scheduled around the Canton Hall of Fame Game date, no veteran player other than quarterbacks and injured players will be required to report to such Club’s official preseason training camp earlier than fifteen days (including one day for physical examinations, meetings, classroom instruction, running and conditioning) prior to such preseason game.

(d) For purposes of this Section, an “injured player” shall not include a player who fully participates in all Phase Three activities and the Mandatory Veteran Minicamp during the Club’s offseason workout program during the League Year in question.

(e) No Rookie or first-year player will be required to report to a Club’s official preseason training camp earlier than seven days prior to the mandatory reporting date for that Club’s veteran players. For the avoidance of doubt, Rookie or first-year players on a Club for which the mandatory reporting date for veteran players is July 29 may be required to report to their Club’s official preseason training camp on or after July 22.

**Section 6. Five-Day On-Field Acclimation Period:**

(a) The five-day on-field acclimation period described in Section 7(a) and (b) below shall apply to players who report to preseason training camp, or are on a Club’s roster, or receive medical clearance to practice, up to and including the Club’s mandatory reporting date for veteran players under Section 5 above.

(b) By way of example, if a Club opens its official preseason training camp for rookies and first-year players on July 22, the acclimation period for players who report on July 22 would be July 22-26. If the Club then directs its quarterbacks and “injured players,” as defined in CBA Article 21, Section 6, to report on July 24 pursuant to that Section’s “five-day rule,” the acclimation period for players who report on July 24 would be July 24-28. Finally, if the Club directs its remaining veteran players to report on July 29, the acclimation period for players who report on July 29 would be July 29-August 2.

(c) In the above examples, if any rookie, first-year player, quarterback, injured player or veteran player under contract reports to training camp after his assigned reporting date but prior to the conclusion of the five-day acclimation period for veteran players who reported on the mandatory reporting date for veteran players (July 29 in the above example), the player would still be required to undergo five days of acclimation, or as much of the five-day acclimation period that remains for veteran players who reported on July 29. If such a late-reporting player reports to camp after the conclusion of the July 29-August 2 acclimation period for veteran players, the player is not required to undergo any acclimation period. Such a player may practice and play (including the wearing of pads) immediately after passing a physical examination that allows such participation.

(d) The foregoing rules shall also apply to players who join a Club’s roster or who receive medical clearance to practice before, during, or after the conclusion of the five-day acclimation period for veteran players who reported on the mandatory reporting date for veteran players (July 29 in the above example).

**Section 7. Conduct of Practices:**

(a) The first day of a Club’s preseason training camp shall be limited to physical examinations, meetings, and classroom instruction; no on-field activities shall be permitted other than running and conditioning. On-field activities are limited to Phase One-type conditioning, timing and testing, except that all coaches are permitted on the field. No helmets or protective shirts are permitted. No footballs may be used (“dead ball” activities only). No plays or walk-throughs are permitted. No individual player instruction or team drills are permitted. Nothing shall prohibit a Club from administering a conditioning test provided that such test must be reasonable and appropriate to determine the

player's ability to participate in the individual and team drills permitted by this Article. No such test may be given solely for the purpose of disciplining a player who reports to pre-season training camp out of shape or overweight.

(b)

(i) On days two through five of preseason training camp, no live contact shall be permitted. Players may be on the field no more than 3.5 hours. Two on-field sessions are permitted as follows: one session may be a full speed practice, which can be no longer than 2.0 hours. This session may include all customary practice activities at the head coach's discretion. The other session on the same day may be for a maximum of the remaining 3.5-hour on-field time, and is limited to only walk-through instruction and drills and plays conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties, with offensive players lining up across from defensive players, or kicking team players lining up across from return team players. No helmets may be worn during the second practice. The two on-field practices may be conducted in either order.

(ii) On days two and three, helmets and jointly-approved protective shirts are permitted for the full speed practice.

(iii) On days four and five, helmets and jointly-approved protective shirts, shells and spiders are permitted for the full speed practice (shells and spiders shall be jointly approved by the parties).

(iv) As provided in Article 35, all players shall receive a mandatory day off on the day following the completion of the on-field acclimation period for players who are required to report to training camp on the mandatory reporting date for veteran players.

(c) Following the five-day on-field acclimation period, two-a-day practices shall be permitted, subject to the following rules: (i) players may be on the field for a total of no more than four hours per day; (ii) players may participate in no more than one padded practice per day, which shall be no longer than 2.5 hours of on-field activities; (iii) there must be at least a 90 minute interval between practices; and (iv) the second practice on the same day may only be for a maximum of the remaining four-hour on-field time, and shall be limited to only walk-through instruction and drills and plays conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties, with offensive players lining up across from defensive players, or kicking team players lining up across from return team players. No helmets may be worn during the second practice. On days on which either a padded practice or a full-speed, non-padded practice is scheduled, but no second practice is scheduled, the padded practice or the full speed, non-padded practice remains subject to the 2.5-hour time limit for on-field activities. The two on-field practices may be conducted in either order. The 2.5-hour limit on padded practices and full-speed, non-padded practices shall begin as soon as position coaches begin to coach a player or players on the field. Padded practices may not be held on more than three consecutive calendar days, and such three-day practice periods may not be held more than three times during preseason training camp. Additionally, none of the three permissible three-day practice periods may begin until at least three calendar days have elapsed since the conclusion of the Club's previous three-day practice period. During the period between the mandatory reporting date for veteran players and the final day of preseason training camp, no Club may hold more than a total of sixteen

padded practices. In any League year with three or fewer preseason games (excluding the Canton Hall of Fame Game or any American Bowl game scheduled around the Canton Hall of Fame Game), the final week of preseason training camp shall be a bye week (i.e., no games are scheduled), and a Club may hold one padded practice subject to the rules set forth in this Subsection unless the parties agree otherwise. All other practices held during the bye week may be full speed, non-padded practices subject to the rules set forth in this Subsection except that (i) players may be on the field for a total of no more than 3.5 hours per day; (ii) players may participate in no more than one full speed, non-padded practice, which shall be no longer than 2.0 hours of on-field activities; (iii) there must be at least a 90 minute interval between practices; and (iv) the second practice may be for a maximum of the remaining 3.5 hour on-field time and is limited to only walk-through instruction and drills and plays conducted at an acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties, with offensive players lining up against defensive players, or kicking team players lining up against return team players. No helmets may be worn during the walkthrough practice. The definition of a “padded practice” under this Article shall be the same as the definition used for regular season practices in Article 24, Section 1(c) of this Agreement. In the event that a Club begins a padded practice but such practice is cancelled within sixty minutes of its commencement due to inclement weather or for any other reason beyond the Club’s control, such practice shall not count as a padded practice under this Article or Article 24.

(d)

(i) For players who qualified for the Rookie Football Development Program to be held during the 2020 League Year pursuant to Article 22, Section 8, for the 2020 League Year, no such player may be required to be at the Club facility for more than 13 hours on any given day, which time limit begins to run at the start of the first scheduled team activity (e.g., team meeting, position group meeting, special teams meeting, practice, group lift, etc.). Once the clock begins to run, it runs continuously for all players (i.e., not on an individual player basis) until the conclusion of the last scheduled team activity. Transportation to and from the Club facility does not count against the time limit. Activities such as physical therapy, treatment, taping, meals and/or snacks do not count against the time limit unless they coincide with, or are held between, team activities. Players may not be required to return to the club facility until at least 11 hours have elapsed since the conclusion of the last scheduled team activity on the previous day, except that no team activity may begin prior to 6:30 a.m. local time. For the 2021 League Year, the maximum time limit set forth above for players who qualified for the Rookie Football Development Program in the applicable League Year shall be reduced to 12.5 hours; provided, however, that if, in the 2021 League Year, there are seventeen regular season games, this time limit shall be further reduced to 12 hours. For the 2022 League Year and any subsequent League Year, the maximum time limit set forth above for players who qualified for the Rookie Football Development Program in the applicable League Year shall be reduced to 12 hours; provided, however, that after the second preseason game in each of those League Years (excluding the Canton Hall of Fame Game or any American Bowl game scheduled around the Canton Hall of Fame Game), this time limit shall be further reduced to 11 hours.

(ii) For players who did not qualify for the Rookie Football Development Program to be held during the 2020 League Year pursuant to Article 22, Section 8, for the 2020 League Year, no such player may be required to be at the Club facility for more than 12.0 hours on any given day, which time limit begins to run at the start of the first scheduled team activity (e.g., team meeting, position group meeting, special teams meeting, practice, group lift, etc.). Once the clock begins to run, it runs continuously for all players (i.e., not on an individual player basis) until the conclusion of the last scheduled team activity. Transportation to and from the Club facility does not count against the time limit. Activities such as physical therapy, treatment, taping, meals and/or snacks do not count against the time limit unless they coincide with, or are held between, team activities. Players may not be required to return to the club facility until at least 11.0 hours have elapsed since the conclusion of the last scheduled team activity on the previous day, except that no team activity may begin prior to 6:30 a.m. local time. For the 2021 League Year, the maximum time limit set forth above for players who did not qualify for the Rookie Football Development Program in the applicable League Year shall be reduced to 11.5 hours; provided, however, that if, in the 2021 League Year, there are seventeen regular season games, this time limit shall be further reduced to 11.0 hours. For the 2022 League Year and any subsequent League Year, the maximum time limit set forth above for players who did not qualify for the Rookie Football Development Program in the applicable League Year shall be reduced to 11 hours; provided, however, that after the second preseason game in each of those League Years (excluding the Canton Hall of Fame Game or any American Bowl game scheduled around the Canton Hall of Fame Game), this time limit shall be further reduced to 10 hours.

(e) Notwithstanding the foregoing, or anything in Article 24, it shall not be a violation of any provision of this Agreement pertaining to the prohibition or limitation on wearing of helmets or shoulder pads, nor shall it constitute a “padded practice,” if: (i) quarterbacks, kickers, punters, and/or long-snappers only wear helmets and/or shoulder pads during practice at the option of the player; (ii) a player who, because of a head injury, is directed by the Club physician to wear a helmet as a precautionary measure at all practices; or (iii) the quarterback and/or the defensive player who receives signals from the coaching staff via helmet communication wear helmets during the team period in which helmets are used for such communication.

(f) Prohibited Drills. The following drills are prohibited during preseason, regular season, and postseason “padded” practices:

(1) Bull in the Ring/King of the Circle

Defined: Prior to the start of the drill players stand in a circle surrounding one player in the middle. Each player is assigned a number. The drill begins when a coach calls out a number. The player to whom that number was assigned is then required to charge at the player standing in the middle of the circle. Coaches may call more than one number at a time, resulting in multiple players charging the player in the middle.

(2) Oklahoma Drill

Defined: Players begin the drill barricaded on each side and lined up directly across from each other. (The players could be a defensive tackle,

offensive lineman, ball carrier, and linebacker, or defensive back versus a wide receiver and ball carrier). Upon the start of the drill, players attack each other straight on with no angles. After contact the defender is attempting to shed a block while the offensive player is attempting to create a vertical drive block or a defender attempting to tack the ball carrier runs directly downhill as the ball carrier runs directly through a defender without the ability of either to avoid linear contact due to the barricade on each side with the goal of freeing or tackling the ball carrier.

### (3) OL/DL In-Line Run Blocking/Board-Drill

Defined: Two players begin the drill by aligning directly across or slightly offset from one another within an artificially confined area, such as between boards, straddling a board or confined by other similar objects or as otherwise indicated by a member of the coaching staff. Upon the snap, players are directed to physically engage with each other off the ball and challenge for vertical push with no attempt by the defensive player to evade the block. The intent of the rule is to prohibit one-on-one tests of strength within artificially confined areas that do not permit the defensive player to angle his approach, shed the blocker, or take other evasive action. This rule does not prohibit or limit one-on-one pass rush or pass protection drills that do not occur within an artificially confined area. (Prohibited during OL versus DL padded practice. Conducting this drill with or without pads and at walking or jogging pace is permitted).

### (4) Half Line/Pods/3-Spot

Defined: Offensive and defensive line players line up in a partial formation set to practice run blocking. These drills could also include a running back and tight end. (Prohibited during offense versus defense padded practice. Conducting this drill with or without pads and at walking pace or jogging is permitted.)

This rule is intended to prohibit “thud” live, in-line contact where there are no angles for an offensive player to block or for a defender to rush or pursue. The rule prohibits any drill that involves the following:

- A subset of players (2-on-1; 3-on-2; 3-on-3, etc.)
- Defensive players are directed to align directly across from offensive players or slightly offset and the offensive player would be instructed to block the defender straight on; and
- Defensive players are not required to make run/pass reads; they are instructed to overtake the offensive players straight on.

This rule does not prohibit Clubs from scrimmaging or conducting a drill with a limited number of players if upon the snap of the ball or a whistle being blown, players are instructed to take angles and defenders are instructed to read run/pass as in game situations.

Drills that include the essential elements of the above definitions are prohibited by this Subsection; provided however, that nothing in this Subsection shall be interpreted to prohibit “thud” or “live” blocking, tackling, pass rushing, and/or bump-and-run between or among any number of players during any team period of a Club’s padded practice including, but not limited to, running plays, passing plays, goal-line plays and special teams plays. Any Club that wishes to use a drill that may contain prohibited elements may submit a video of the proposed drill to the NFL for prompt review under the work rules prior to employing it in any practice setting. The NFL will provide a copy of the video to the NFLPA for its prompt review on the same business day. Running any of the above-prohibited drills will subject the head coach of the Club to the sanctions set forth in this Subsection or Article 24, Section 3, as applicable.

(g) Joint practices involving two Clubs may be conducted on no more than two days in any week of the preseason and are prohibited on the day before a preseason game for either Club. In any League Year of this Agreement, the maximum number of joint practice days that any Club may schedule shall be determined by the number of preseason games the NFL elects to schedule (not including the Canton Hall of Fame Game or any American Bowl) in that League Year as follows: (i) three or more preseason games: maximum of four joint practice days; (ii) two preseason games: maximum of six joint practice days; and (iii) one preseason game: maximum of eight joint practice days; provided, however, that in the event a Club has a bye week during the final week of the preseason, no joint practices may be held during that week.

**Section 8. Number of Preseason Games:** In any League Year of this Agreement in which there are 16 regular season games per Club per year, the NFL shall hold no more than four preseason games per Club per year except that there may be a fifth preseason game for the two Clubs competing in the annual Hall of Fame Game or any American Bowl game scheduled around the Hall of Fame Game date. In any League Year of this Agreement in which there are 17 regular season games per Club per year, the NFL shall hold no more than three preseason games per Club per year except that there may be a fourth preseason game for the two Clubs competing in the annual Hall of Fame Game or any American Bowl game scheduled around the Hall of Fame Game date.

**Section 9. Expenses:** Clubs will reimburse all players under contract for reasonable traveling expenses incurred in reaching Preseason Training Camp from the players’ residences, upon submission of vouchers. There will be no deductions by the Clubs for these payments. Players who are released by a Club will be reimbursed for their return trips to their residences, upon submission of vouchers.

**Section 10. Definition of “Preseason Training Camp”:** For purposes of this Article, the term “Preseason Training Camp” shall be deemed to include the entire period from the mandatory training camp reporting date for any player through the Sunday immediately preceding the first game of the NFL regular season.

**Section 11. Films:** Clubs shall film all on-field activities from preseason training camp, and shall maintain a copy of such films until thirty days after the start of the regular season. The NFLPA may view such films (after signing a confidentiality agreement satisfactory to the NFL at the start of each League Year) upon the filing of a complaint alleging a violation of this Article; provided, however, that in addition to the foregoing the NFLPA may request video from any practice without first initiating a formal proceeding. Any such requests shall be limited to four (4) Clubs per week and no more than four (4) requests for any individual Club in the same League Year. All such requests shall be made by electronic mail to the NFL Management Council, which will procure the requested video and forward it to the NFLPA as soon as practicable.

**Section 12. Enforcement:**

(a) Any alleged violation of Sections 5, 6 or 7 of this Article shall be governed by the same procedures, and shall be subject to the same fines and fine procedures, as set forth in Article 21, Section 8, except that the “Other Penalties” set forth in Article 21, Section 8(d)(ii) shall not apply to any violation of this Article.

(b) In the event the NFLPA or any player files a complaint with the NFL alleging a Club’s violation of Section 7 of this Article, pertaining to “padded practices” or “walk-throughs,” (i) within forty-eight hours of the filing of the complaint, the NFLPA shall be provided with a copy of all film of any practice that is the subject of the complaint; (ii) within seventy-two hours, the Executive Director of the NFLPA and the NFL Executive Vice President Labor & League Counsel (or their designees) shall attempt to determine if a violation of such Section has occurred; (iii) if the parties are unable to agree, the matter will be immediately referred to the Impartial Arbitrator who will render a decision within twenty-four hours; (iv) if the parties agree, or if the Impartial Arbitrator determines, that a violation has occurred, the Club’s next scheduled preseason or regular season padded practice shall be cancelled, whether or not the Commissioner imposes a fine under Subsection 12(a) of this Article.



**ARTICLE 24**  
**REGULAR SEASON AND POSTSEASON PRACTICES**

**Section 1. Practice Rules:**

(a) During the regular season, padded practices for all players shall be limited to a total of fourteen, eleven of which must be held during the first eleven weeks of the regular season, and three of which must be held during the remaining six weeks of the regular season. The Club may choose the days of the week on which such practices shall be held. Subject to the foregoing rules, each Club may hold two padded practices during the same week during one week of the regular season, provided that such week falls within the first eleven weeks of the regular season.

(b) Clubs participating in the postseason may hold one padded practice per week, on a day of the Club's choosing, commencing with the week following the Club's last regular season game.

(c) For purposes of this Article and Article 23, a "padded practice" shall be defined as a practice in which players are required to wear helmets and shoulder pads, in addition to any other equipment required by the Club, subject to the exceptions set forth in Article 23, Section 7(e).

(d) On days when padded practices are permitted under Subsection (a) above, on-field Team activity for all players shall be limited to a maximum of three hours per day, including "first period" (i.e., stretching and calisthenics), provided that (i) players may participate in on-field activities with their position coaches for a period not to exceed thirty minutes, prior to the three-hour maximum on-field period; and (ii) any walk-through of reasonable and customary duration (for purposes of this Subsection, such walk-through to be no helmets and acceptable walkthrough pace (i.e., Pro Bowl practice pace), as demonstrated in a video jointly approved by the parties) that is conducted prior to or after the three-hour maximum on-field period shall not count against that limit. The three-hour time limit described above shall begin as soon as position coaches begin to coach a player or players on the field, subject to provisos (i)–(ii) in this Subsection. On days when no padded practice is scheduled, on-field activities shall be subject to the rules set forth in this Subsection 1(d).

(e) **Prohibited Drills.** The following drills are prohibited during preseason, regular season, and postseason "padded" practices: (i) bull in the ring and king of the circle drills; (ii) Oklahoma drill; (iii) offensive line vs. defensive line in-line run blocking and board drills; and (iv) half-line, pods, and 3-spot drills, each as defined in Article 23, Section 7(f) of this Agreement.

**Section 2. Bye Weeks:** During any regular season bye week period occurring during the term of this Agreement, players will be given a minimum of four consecutive days off. Such four-day period must include a Saturday and a Sunday unless the Club is scheduled to play a game on the Thursday following the bye week, in which case players may be required to report to the Club on the Sunday preceding the Thursday game. In such an event, the four-day period shall be Wednesday through Saturday. Any injured player may be required to undergo medical or rehabilitation treatment during such four-day period provided that such treatment is deemed reasonably necessary by the Club's medical staff.

**Section 3. Enforcement:** Any violation of Section 1 of this Article shall be governed by the same procedures, and shall be subject to the same fines and fine procedures, as set forth in Article 21, Section 8, except that the “Other Penalties” set forth in Article 21, Section 8(d)(ii) shall not apply to any violation of this Article.

**Section 4. Films:** Clubs shall film all regular and postseason practices and shall maintain a copy of such films until thirty days after the end of their season. The NFLPA may view such films (after signing a confidentiality agreement satisfactory to the NFL at the start of each League Year) upon the filing of a complaint alleging a violation of this Article; provided, however, that in addition to the foregoing the NFLPA may request video from any practice without first initiating a formal proceeding. Any such requests shall be limited to four (4) Clubs per week and no more than four (4) requests for any individual Club in the same League Year. All such requests shall be made by electronic mail to the NFL Management Council, which will procure the requested video and forward it to the NFLPA as soon as practicable.

## **ARTICLE 25 SQUAD SIZE**

**Section 1. Active List:** Beginning with the 2020 regular season, the Active List limit shall be increased from forty-six players per Club to forty-eight players per Club; provided, however, that such a Club's Active List includes a minimum of eight players whose primary playing position is Center, Guard or Tackle (collectively, "Offensive Lineman"). The NFL, in consultation with the NFLPA, shall establish the rules and procedures under which a player may qualify as one of a Club's eight Offensive Linemen. For the sake of clarity and avoidance of doubt, for any game for which a Club's Active List includes fewer than eight Offensive Linemen, such Club's Active List limit shall be forty-seven players. These limits may not be reduced by the Clubs for the duration of this Agreement; provided, however, that individual Clubs may carry fewer than forty-eight players on their Active List during the regular season or postseason, but no fewer than forty-four players.

**Section 2. Pre-Season:** The pre-season cutdown dates and active player limits on such dates will be as determined by the Clubs.

**Section 3. Inactive List:** Inactive List players will receive the same benefits and protections as Active List players.

**Section 4. Active and Inactive List Limit:**

(a) During the regular season and postseason, a Club's Active/Inactive List shall not exceed 53 players unless a Club has chosen to elevate either one or two players from its Practice Squad to its Active/Inactive List, in accordance with the procedures set forth in Article 33, Section 5 of this Agreement. In such instances, a Club's Active/Inactive List shall not exceed 54 or 55 players, as may be applicable, during the period beginning with the player's elevation to the Club's Active/Inactive List, and ending with the player's automatic reversion to the Club's Practice Squad. By way of example, if a Club's Active List is 47 players, and the Club activates two players from its Practice Squad to its Active/Inactive List, the Club's game-day Inactive List will be eight players.

(b) In accordance with Article 33, Subsections 5(d) and 5(e), any elevation of a player from a Club's Practice Squad to its Active/Inactive List must occur no earlier in the week than the final day for such player personnel transactions prior to the game for which the player is being elevated, but not later than the applicable player personnel transaction deadline for that day. Any player who has been elevated from a Club's Practice Squad to its Active/Inactive List shall automatically revert to the Club's Practice Squad on the first business day following the Club's game. At that time, all Clubs shall be subject to the 53-player Active/Inactive List limit.

**ARTICLE 26  
SALARIES**

**Section 1. Minimum Salaries:**

(a) Beginning in the 2020 League Year, for the duration of this Agreement only, the Paragraph 5 Salary of any player on a Club's Active/Inactive List at any time during the regular season will be not less than the following:

#CS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
0	\$610	\$660	\$705	\$750	\$795	\$840	\$885	\$930	\$975	\$1,020	\$1,065
1	\$675	\$780	\$825	\$870	\$915	\$960	\$1,005	\$1,050	\$1,095	\$1,140	\$1,185
2	\$750	\$850	\$895	\$940	\$985	\$1,030	\$1,075	\$1,120	\$1,165	\$1,210	\$1,255
3	\$825	\$920	\$965	\$1,010	\$1,055	\$1,100	\$1,145	\$1,190	\$1,235	\$1,280	\$1,325
4-6	\$910	\$990	\$1,035	\$1,080	\$1,125	\$1,170	\$1,215	\$1,260	\$1,305	\$1,350	\$1,395
7+	\$1,050	\$1,075	\$1,120	\$1,165	\$1,210	\$1,255	\$1,300	\$1,345	\$1,390	\$1,435	\$1,480

(all amounts in thousands of dollars)  
(CS = Credited Seasons)

(b) Beginning in the 2020 League Year, for the duration of this Agreement only, the Minimum Salary of any player not on a Club's Active/Inactive List (excluding Practice Squad) shall be as follows:

#CS	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
0	\$400	\$415	\$430	\$450	\$470	\$490	\$515	\$540	\$565	\$590	\$615
1	\$425	\$440	\$455	\$475	\$495	\$515	\$540	\$565	\$590	\$615	\$640
2	\$450	\$465	\$480	\$500	\$520	\$540	\$565	\$590	\$615	\$640	\$665
3	\$475	\$490	\$505	\$525	\$545	\$565	\$590	\$615	\$640	\$665	\$690
4-6	\$500	\$515	\$530	\$550	\$570	\$590	\$615	\$640	\$665	\$690	\$715
7+	\$550	\$565	\$580	\$600	\$620	\$640	\$665	\$690	\$715	\$740	\$765

(all amounts in thousands of dollars)  
(CS = Credited Seasons)

(c) **Additional Game Check.** Beginning in the 2021 League Year, for the duration of this Agreement only, in any League Year in which seventeen regular season games are played, any player whose NFL Player Contract specifies a Paragraph 5 Salary that exceeds the Minimum Salary for a player on the Club's Active/Inactive List with such player's own number of Credited Seasons, as defined in Section 2 of this Article, shall be eligible to

receive an Additional Game Check subject to the following terms and conditions: (i) the player's contract that specified Paragraph 5 Salary in the 2021 League Year or any subsequent League Year that exceeded the Minimum Salary for a player on the Club's Active/Inactive List with such player's own number of Credited Seasons was executed prior to February 26, 2020 ("First Contract"); (ii) the First Contract was not renegotiated and/or extended after such date, unless the renegotiation (and any subsequent renegotiation) was for the sole purpose of (1) converting any portion of a player's Paragraph 5 Salary, Roster Bonus, Reporting Bonus and/or Option Bonus amounts set forth in the player's NFL Player Contract into Signing Bonus ("Conversion"), provided that (A) the original term of the First Contract is not augmented, reduced and/or extended in any way (including, but not limited to, by means of new void and/or option provisions), unless the augmentation is the result of a provision stating that a specified contract year or years shall void automatically upon a specified day or date or upon the achievement of a roster condition with no additional contingencies ("Automatic Voidable Year"), and, upon achievement of such void provision, the original term of the First Contract remains unchanged; (B) the applicable Paragraph 5 Salary, Roster Bonus, Reporting Bonus and/or Option Bonus amounts are reduced on a dollar-for-dollar basis by an amount equal to the resulting Signing Bonus; (C) all other compensation terms remain unchanged; and (D) no Salary guarantees were added to the renegotiated contract (except for the portion of the player's Paragraph 5 Salary, Roster Bonus, Reporting Bonus and/or Option Bonus that was converted into Signing Bonus); and/or (2) adding non-compensation provision(s) to the NFL Player Contract that did not affect the original term and/or total compensation provided for in the First Contract (e.g., insurance clause), provided that no Salary guarantees were added to the renegotiated contract; (iii) the player was on the Club's Active/Inactive List or Reserve/Injured List for the seventeenth game of that season, or the Club terminates the player's contract prior to the seventeenth game of that season and (1) the player is eligible to claim Termination Pay under that contract; or (2) the player's Paragraph 5 Salary in that League Year was guaranteed in whole (i.e., a guarantee that is applicable to all 18 weeks of the regular season during a season in which 17 regular season games are played) and he was terminated for a reason covered by the terms of that guarantee. A qualifying player shall receive an amount equal to one-seventeenth of his stated Paragraph 5 Salary for such League Year under the First Contract, which amount shall be paid to the player in lump sum at the conclusion of the regular season; provided, however, that in the event the Club terminates the player's contract prior to the seventeenth game of the season and the player is eligible to claim Termination Pay under that contract, or the player's Paragraph 5 Salary was guaranteed in whole, the full amount of player's Additional Game Check shall be included in any claim for Termination Pay under that contract or in addition to the amount of the Paragraph 5 Salary guarantee. In the 2021 League Year, the first \$48 million of the League-wide cost of the Additional Game Check shall be funded by the Performance-Based Pool for the 2021 League Year, as provided in Article 28, with a corresponding reduction in the total amount of the Pool for that League Year. In the 2021 League Year, if the \$48 million taken from the Performance-Based Pool is insufficient to fund the League-wide Cost of the Additional Game Check, the shortfall shall be funded by the 2021 Rookie Redistribution Fund, as provided in Article 7, Section 9, up to the total amount of the Fund for that League Year (i.e., up to \$64 million). If the

combined amount taken from the 2021 Performance-Based Pool and the 2021 Rookie Redistribution Fund (i.e., \$112 million) is insufficient to fund the League-wide cost of the Additional Game Check, the shortfall shall be funded as a new Player Benefit that will be treated in the same manner as any other Player Benefit Cost. In the 2022-30 League Years, the League-wide Cost of the Additional Game Check shall be funded by the Rookie Redistribution Fund for the applicable League Year. If the Rookie Redistribution Fund for the applicable League Year is insufficient to fund the total cost of the Additional Game Check in that League Year, the shortfall shall be funded as a new Player Benefit that will be treated in the same manner as any other Player Benefit Cost.

**Section 2. Credited Season:** For purposes of calculating Credited Seasons under this Article only, a player shall earn one Credited Season for each season during which he was on, or should have been on, full pay status for a total of three or more regular season games, but which, irrespective of the player's pay status, shall not include games for which this player was on: (i) the Exempt Commissioner Permission List; (ii) the Reserve PUP List as a result of a nonfootball injury; (iii) a Club's Practice or Developmental Squad; or (iv) a Club's Injured Reserve List.

**Section 3. Other Compensation:** A player will be entitled to receive a signing or reporting bonus, additional Salary payments, incentives, bonuses and such other provisions as may be negotiated between his Club (with the assistance of the Management Council) and the player or his agent in accordance with the terms of his Player Contract. The Club and the player or his agent will negotiate in good faith over such other compensation; provided, however, that a Club will not be required to deal with the player or his agent on a collective or tandem basis for two or more players on that Club. Nothing in this Section will be affected by Article 2, Section 4.

**Section 4. Arbitration:** The question of whether or not the Club, the Management Council, the player or his agent has engaged in good faith negotiations over such other compensation may be the subject of a proceeding before a Non-Injury Grievance Arbitrator. If the Arbitrator finds that any party did not engage in good faith negotiations, he may enter a cease and desist order; provided, however, that the arbitrator may not compel any party to agree to anything or require the making of a concession by any party in negotiations.

**Section 5. Payment:**

(a) **Payment in 2020 League Year and in Final League Year.**

(i) In the 2020 League Year and the Final League Year, unless the Club and the player otherwise agree to defer a portion of the player's salary in accordance with Section 6 below, each player will be paid at the rate of 100% of his salary in equal weekly or bi-weekly installments over the course of the regular season commencing with the first regular season game.

(ii) Any player under contract who is suspended without pay for any period during the 2020 League Year or the Final League Year will forfeit his entire Paragraph 5 Salary for any week(s) for which the player is suspended, which amounts shall be withheld

in equal weekly installments over the period of his suspension. In each case of suspension referenced in this Section, no payments shall be withheld until any appeal under the applicable policy or Article has been exhausted.

(b) **Payment in 2021-2029 League Years.**

(i) In the 2021 League Year and in any subsequent League Year prior to the Final League Year, unless the Club and the player otherwise agree to defer a portion of the player's salary in accordance with Section 6 below, each player under an NFL Player Contract will be paid at the rate of 50% of his Paragraph 5 Salary in equal weekly or bi-weekly installments over a period equal to twice the number of weeks for which the player is under contract with any Club. Any player under a Practice Squad Player Contract shall be paid at the rate of 100% of his Paragraph 4 Salary in equal weekly or bi-weekly installments over the course of the regular season. For the sake of clarity and the avoidance of doubt, a player who is under contract with a Club for an entire regular season in which there are 17 regular season weeks will be paid over a 34-week period; alternatively, a player who is under contract with a Club for an entire regular season in which there are 18 regular season weeks will be paid over a 36-week period.

(ii) Notwithstanding anything to the contrary in Subsection(b)(i) above, a player who is removed from the roster prior to the final regular season game in any League Year after the 2020 League Year but prior to the Final League Year shall be paid the outstanding Paragraph 5 Salary owed to such player in lump sum no more than 14 days after contract termination.

(iii) Any player under contract who is suspended without pay for any period in any League Year after the 2020 League Year but prior to the Final League Year will forfeit his entire Paragraph 5 Salary for any week(s) for which the player is suspended, which amounts shall be withheld at the rate of: (i) 50% of his Paragraph 5 Salary in equal weekly installments over the period of his suspension; and (ii) 50% of his Paragraph 5 Salary in equal weekly installments over the course of a period equal to the number of weeks for which he was suspended, and which period shall commence on the week that falls the number of weeks for which the player was under contract after the first week of his suspension (e.g., if the player was under contract for 14 weeks, 14 weeks after the first week of his suspension); provided, however, that if the player is terminated prior to the final regular season week, the remaining balance of the forfeited Paragraph 5 Salary shall be deducted from the outstanding Paragraph 5 Salary owed to the player in lump sum no more than 14 days after contract termination.

(iv) Notwithstanding Section (b)(iii) above, if a bye week occurs during a suspension period, the player will receive his compensation for the bye week in equal installments over the remainder of the season after the expiration of his suspension for as long as he is under contract and with the Club that he was under contract with at the time of the commencement of his suspension.

(c) Nothing in this Article invalidates or otherwise affects any compensation arrangement entered into between a Club and a player prior to the effective date of this Agreement that provides for deferral beyond the payment dates specified in this Section 5.

(d) Nothing in this Section 5 shall apply to or affect the payment of weekly salary under any Practice Squad Player Contract, which shall be paid at the rate of 100%

of the player's Paragraph 4 Salary in equal weekly or bi-weekly installments over the course of the regular season.

(e) **Illustrative Examples for 18-Week Regular Season.**

(i) A player who is under contract with a Club for an entire 18-week regular season (i.e., 17 regular season games) in any League Year prior to the Final League Year, and whose Paragraph 5 Salary is \$1,800,000, will be paid at the rate of \$50,000 in equal weekly installments over the course of a 36-week period commencing with the first regular season week through and including the eighteenth week after the final week of that regular season.

(ii) A player who is under contract with a Club for an entire 18-week regular season in any League Year prior to the Final League Year, and whose Player Contract provides that the player's Paragraph 5 Salary shall be paid at the annualized rate of that player's applicable minimum Paragraph 5 Salary for "Players on Club's Active/Inactive List" while on such list, and at the applicable minimum Paragraph 5 Salary for "Players Not on Club's Active/Inactive List" while not on the Active/Inactive List, as those terms are used in Article 26, Sections 1 and 2 of this Agreement, and who is a member of the Club's Physically Unable to Perform List for the first six weeks of that regular season before returning to the Club's Active/Inactive List for the seventh week of the regular season, will be paid at the rate of (i) 50% of the applicable minimum Paragraph 5 Salary for "Players Not on Club's Active/Inactive List" in equal weekly installments over the course of the six-week period commencing with the first week of the regular season through and including the sixth week of that regular season; (ii) 50% of the applicable minimum Paragraph 5 Salary for "Players on Club's Active/Inactive List" in equal weekly installments over the course of the twelve-week period commencing with the seventh week of the regular season through and including the eighteenth week of that regular season; (iii) 50% of the applicable minimum Paragraph 5 Salary for "Players Not on Club's Active/Inactive List" in equal weekly installments over the course of the six-week period commencing with the first week after the final week of the regular season through and including the sixth week after the final week of that regular season; (iv) 50% of the applicable minimum Paragraph 5 Salary for "Players on Club's Active/Inactive List" in equal weekly installments over the course of the twelve-week period commencing with the seventh week after the final week of the regular season through and including the eighteenth week after the final week of that regular season.

(iii) A player who signs an NFL Player Contract or is traded or claimed after the first regular season game in any League Year prior to the Final League Year, will be paid at the rate of 50% of his Paragraph 5 Salary in equal weekly installments over the course of a period equal to twice the number of weeks for which the player is under contract and commencing with the first week for which he is under contract.

(iv) A player who signs an NFL Player Contract prior to the third week of the regular season in any League Year prior to the Final League Year, and who is under contract with that Club for the duration of the 18-week regular season (i.e., the player was under contract for sixteen weeks), and whose Paragraph 5 Salary is \$1,800,000, will be paid at the rate of \$50,000 in equal weekly installments over the course of a 32-week period commencing with the third week of the regular season through and including the sixteenth week after the final week of that regular season.



(v) A player who signs an NFL Player Contract prior to the third week of the regular season in any League Year prior to the Final League Year, and whose contract is then terminated following the eighth week of the regular season (i.e., the player was under contract for six weeks), and whose Paragraph 5 Salary is \$1,800,000, will be paid at the rate of \$50,000 in equal weekly installments over the course of the six-week period commencing with the third week of the regular season through and including the eighth week of that regular season and, upon the player's removal from the Club's roster, a lump sum payment of \$300,000 (i.e., the outstanding Paragraph 5 Salary owed to the player) no more than 14 days after contract termination.

(vi) A player who is suspended without pay for the second and third weeks of the regular season in any League Year prior to the Final League Year during which he is under contract with a Club for an entire 18-week regular season, and whose Paragraph 5 Salary is \$1,800,000, will forfeit his entire Paragraph 5 Salary for the two weeks for which he was suspended, which amounts shall be withheld at the rate of (i) \$50,000 in equal weekly installments over the course of the second and third weeks of the regular season; and (ii) \$50,000 in equal weekly installments over the course of the twentieth and twenty-first weeks of the 36-week pay period (i.e., seventeen weeks after the second and third weeks, respectively).

(vii) A player who is suspended for the second and third weeks of the regular season in any League Year prior to the Final League Year and whose contract is then terminated following the eighth week of the regular season (i.e., the player was under contract for eight weeks), and whose Paragraph 5 Salary is \$1,800,000, will forfeit his entire Paragraph 5 Salary for the two weeks for which he was suspended, which amounts shall be withheld at the rate of (i) \$50,000 in equal weekly installments over the course of the second and third weeks of the regular season; and (ii) \$100,000 (i.e., the remaining amount of forfeited Paragraph 5 Salary), which shall be deducted from the outstanding Paragraph 5 Salary owed to the player in lump sum no more than 14 days after contract termination.

**Section 6. Deferred Paragraph 5:** A Player Contract may provide for deferral beyond the payment dates specified in Section 5 of this Article of no more than 50% of the player's Salary up to and including a total of the first \$2 million, and may provide for deferral of no more than 75% of the player's Salary in excess of \$2 million. Notwithstanding any provision of this Agreement, no Player Contract may contain a provision permitting a player or a Club to opt out of the payment dates specified in Section 5 above.

**Section 7. Copies of Contracts:** It is agreed and understood that: (a) copies of all contracts signed by Rookie and Veteran players after the date of execution of this Agreement will be provided to the NFLPA within two (2) days of their receipt by the Management Council; and (b) all information in such contracts will be made available to all Clubs by the Management Council. Any dispute regarding compliance of (a) above shall be resolved by the Impartial Arbitrator. The determination of the Impartial Arbitrator shall be made within ten (10) days of the application, and shall consider all information relating to such dispute submitted by such date. The determination of the Impartial Arbitrator shall be final and Clubs are prohibited from negotiating for or insisting upon any confidentiality clauses in Player Contracts.

**Section 8. Split Contracts:** After the point in the regular season at which a player with four or more Accrued Seasons who signed his Player Contract when he was a Restricted Free Agent has been placed on the Active List of his Club, he must for the balance of that regular season be paid his Active List salary if he is thereafter placed on the Inactive List, whether or not his Player Contract calls for a lower salary if he is placed on the Inactive List.

**Section 9. Funding of Deferred and Guaranteed Contracts:** The NFL may require that by a prescribed date certain, each Club must deposit into a segregated account the present value, calculated using the Discount Rate, less \$15,000,000 (the “Deductible”), of deferred and guaranteed compensation owed by that Club with respect to Club funding of Player Contracts involving deferred or guaranteed compensation; provided, however, that with respect to guaranteed contracts, the amount of unpaid compensation for past or future services to be included in the funding calculation shall not exceed seventy-five (75%) percent of the total amount of the contract compensation. The present value of any future years’ salary payable to a player pursuant to an injury guarantee provision in his NFL Player Contract(s), shall not be considered owed by a Club under this Section until after the Club has acknowledged that the player’s injury qualifies him to receive the future payments. The \$15,000,000 Deductible referenced in the first sentence of this Section 9 shall apply to the 2020-28 League Years only. This Deductible shall increase to \$17,000,000 for the 2029-30 League Years.

## ARTICLE 27 VETERAN SALARY BENEFIT

**Section 1. Qualifying Players:** For purposes of this Article, a “Qualifying Player” shall be defined as a player with four or more Credited Seasons, whose contract has expired or been terminated, who signs a Qualifying Contract.

**Section 2. Qualifying Contracts:**

(a) For purposes of this section, a “Qualifying Contract” shall be defined as a Player Contract signed by a Qualifying Player that (i) covers only a single League Year and (ii) contains no terms that affect compensation in any way other than (1) the applicable minimum Paragraph 5 Salary, (2) up to \$137,500 in “Additional Compensation” for the 2020-21 League Years (e.g., signing bonus allocation, roster bonus, reporting bonus, or any incentive (“likely to be earned” or not)), and/or (3) a guarantee for Salary and/or Salary advance of up to the Minimum Salary for a player with two Credited Seasons. A Qualifying Contract may not be extended or renegotiated in any manner except as provided in Section 10 below. Split contracts, if they otherwise qualify, may be Qualifying Contracts. Thus, for example, a contract that includes an option year is not a Qualifying Contract.

(b) The maximum amount of Additional Compensation in (2) above shall be increased to \$152,500 for the 2022–23 League Years, to \$167,500 for the 2024–25 League Years, to \$187,500 for the 2026–27 League Years, to \$207,500 for the 2028–29 League Years and to \$227,500 for the 2030 League Year.

(c) If the player’s prior contract was terminated, he is eligible to sign a Qualifying Contract if he does not earn more than the maximum amount of Additional Compensation less the amount of any Additional Compensation and/or guaranteed Salary earned during that League Year under the terminated years of his prior contract(s), but his combined compensation from the terminated contract(s) earned for that League Year and the Qualifying Contract cannot exceed the applicable minimum for that League Year plus the maximum amount of Additional Compensation.

**Section 3. Additional Compensation Rules:**

(a) Per-day offseason workout payments shall not be considered in determining “additional compensation” under Section 2 above, if such payments do not exceed the minimum level prescribed by Article 21.

(b) If, however, the Player Contract provides for offseason workout payments above the minimum level, then the total of those payments shall be included in determining Additional Compensation.

(c) If the Player Contract provides for offseason workout bonus payments on a basis other than a per-day payment at the minimum level prescribed by Article 21, such amounts shall count as Additional Compensation but will not affect the treatment of any offseason workout payments that do not exceed the minimum prescribed level. For example, without limitation on any other example, a player with a 2020 Player Contract that provides for a \$10,000 bonus payable to the player for offseason workouts, in addition to

the per-day minimum of \$235 and no other Additional Compensation, has Additional Compensation of \$10,000.

(d) If a player receives from a single Club, under a series of contracts, offseason workout payments specified on a per-day basis that average more than the minimum level prescribed by Article 21, then all of the offseason workout payments paid on a per-day basis shall count as Additional Compensation.

(e) If a player is eligible to sign a Qualifying Contract with a New Club in accordance with Section 13 below, the full amount of any signing bonus payable to the player under any Player Contract that was executed in the same League Year as the proposed Qualifying Contract shall count against the Additional Compensation that can be earned by such player in accordance with Section 2 above. No other signing bonus amounts from contracts other than the Qualifying Contract shall count as Additional Compensation for such player.

(f) If a player is eligible to sign a Qualifying Contract with his Old Club in accordance with Section 14 below, the circumstances in which signing bonus from a contract other than the Qualifying Contract may count against the Additional Compensation that can be earned by the player in accordance with Section 2 above, shall be determined exclusively under Section 14 below, the terms of which are not affected by Subsection 3(e) above.

**Section 4. Payments:** Players with Qualifying Contracts or Four-Year Player Qualifying Contracts shall be paid their stated Paragraph 5 Salaries in accordance with Article 26, Section 5 of this Agreement.

**Section 5. Reduced Salary Cap Count for Qualifying Contracts:** Notwithstanding any other provision of this Agreement, the Salary Cap count for a Qualifying Contract shall be the same as the minimum salary for a player with two Credited Seasons. For split “Qualifying Contracts,” the Salary Cap count will equal the full minimum salary for players with two Credited Seasons (if the player is on an Active/Inactive List) or the split minimum for players with two Credited Seasons (if the player is not on an Active/Inactive List).

**Section 6. Player Benefit Calculation for Qualifying Contracts:** The difference between the Salary Cap count for a Qualifying Contract and the stated minimum for the Qualifying Player’s years of service shall be counted as a Player Benefit (“the Veteran Salary Benefit”). For example, in the 2020 League Year, a Qualifying Player with five Credited Seasons shall receive a Minimum Salary of \$910,000; however, only \$750,000 shall count against his Club’s Team Salary. The difference of \$160,000 shall be counted as a Player Benefit.

**Section 7. Four-Year Player Qualifying Contract:**

(a) For purposes of this Article, a “Four-Year Qualifying Player” shall be defined as a player with four or more Credited Seasons whose contract with a Club has expired after four or more years of continuous, uninterrupted service with that Club (i.e., the player must have been under contract to that Club and on that Club’s 90-player roster for the immediately prior four or more consecutive League Years without interruption prior to

the contract's expiration. For the purposes of determining whether a player qualifies as a Four-Year Qualifying Player in accordance with the immediately preceding sentence, a player must have been on the Club's 90-player roster for every regular season and post-season game in which the Club participated during each of the four consecutive League Years.) Such a player may sign a Four-Year Qualifying Contract, which shall be defined as a Player Contract that covers only a single League Year and contains a Paragraph 5 Salary for up to \$1.25 million more than the applicable minimum Active/Inactive List Salary for a player with the Four-Year Qualifying Player's number of Credited Seasons for the 2020-21 League Years and, in the case of a split contract, for up to \$1.25 million more than the applicable minimum non-Active/Inactive List Salary for a player with the four-year Qualifying Player's number of Credited Seasons for the 2020-21 League Years. In any League Year, a Club may sign a maximum of two Four-Year Qualifying Players to Four-Year Qualifying Contracts; provided, however, that the combined amount by which the players' respective Paragraph 5 Salaries may exceed the players' respective minimum Active/Inactive List salaries or, in the case of a split contract, the players' respective minimum non-Active/Inactive List salaries, shall be limited to a total of \$1.25 million. For example, without limitation to other examples, in the 2020 League Year, a Club may sign one player for \$1.0 million more than his applicable Minimum Salary and a second player for \$250,000 more than his applicable Minimum Salary. In the case of a split contract, under no circumstances may the difference between the player's stated "down" amount and the Minimum Salary for a player not on Club's Active/Inactive List be greater than the difference between the player's stated "up" amount and the Minimum Salary for a player on Club's Active/Inactive List. A Four-Year Qualifying Player Contract must be so designated at the time of signing. A Four-Year Qualifying Player shall be eligible to receive Additional Compensation subject to the terms and conditions of Sections 2 and 3 of this Article; provided, however, that such a player may receive a guarantee for salary and/or salary advance of up to the Four-Year Qualifying Player's stated Paragraph 5 Salary. A Four-Year Qualifying Player Contract may not be extended or renegotiated in any manner except as provided in Section 11 below.

(b) The maximum combined amount by which a Club's two Four-Year Qualifying Players' respective Paragraph 5 Salaries may exceed the players' respective minimum Active/Inactive List Salaries or, in the case of a split contract, the players' respective minimum non-Active/Inactive List Salaries shall be increased to \$1.35 million for the 2022-23 League Years; \$1.45 million for the 2024-25 League Years; \$1.55 million for the 2026-27 League Years; \$1.65 million for the 2028-29 League Years; and \$1.75 million for the 2030 League Year.

**Section 8. Reduced Salary Cap Count for Four-Year Player Qualifying Contracts:**

Notwithstanding any other provision of this Agreement, the Salary Cap count for a Four-Year Player Qualifying Contract shall equal the minimum Active/Inactive List Salary for a player with the Four-Year Qualifying Player's number of Credited Seasons. For split Four-Year Player Qualifying Contracts, the Salary Cap count shall equal the minimum Active/Inactive List Salary for a player with the Qualifying Player's number of credited seasons or the minimum non-Active/Inactive List Salary for a player with the Four-Year Qualifying Player's number of Credited Seasons.

**Section 9. Player Benefit Calculation for Four-Year Player Qualifying Contracts:**

The difference between the Salary Cap count for a Four-Year Player Qualifying Contract and the Four-Year Player's stated Paragraph 5 Salary shall be counted as a Player Benefit ("the Four-Year Player Benefit"). For example, if in the 2020 League Year a Four-Year Qualifying Player with five Credited Seasons signs a Four-Year Player Qualifying Contract with a Paragraph 5 Salary of \$2,160,000, only \$910,000 shall count against his Club's Team Salary. The difference of \$1.25 million shall be counted as a Player Benefit

**Section 10. Renegotiations and Extensions of Qualifying Contracts:** After the Club's last game of a season and prior to the expiration of the Qualifying Contract, the current Club and Player may agree to (i) extend for one year a Qualifying Contract, provided that the terms of the extension comply with Section 2 above; (ii) extend for one year a Qualifying Contract by entering into a Four-Year Player Qualifying Contract (provided that the terms of the extension comply with Section 7 above); or (iii) extend a Qualifying Contract by entering into a non-Qualifying Contract or a non-Qualifying Four-Year Player Contract.

**Section 11. Renegotiations and Extensions of Four-Year Player Qualifying Contracts:** After the Club's last game of a season and prior to the expiration of the Four-Year Player Qualifying Contract, the current Club and Player may agree to (i) extend for one year a Four-Year Player Qualifying Contract by entering into a Qualifying Contract (provided that the terms of the extension comply with Section 2 above); (ii) extend for one year a Four-Year Player Qualifying Contract (provided that the terms of the extension comply with Section 7 above); or (iii) extend a Four-Year Player Qualifying Contract by entering into a non-Qualifying Contract or non-Four Year Player Qualifying Contract.

**Section 12. Terminated Qualifying Players:** If his contract is terminated, a Qualifying Player may sign a Qualifying Contract with any "New Club" (defined as any Club that did not hold contractual rights to the player's services on the final day of the prior regular season or last postseason game).

**Section 13. Players Moving to New Club:** In the event that a player signs a Qualifying Contract with a "New Club," the player cannot be traded back to the "Old Club" during that League Year unless the player's prior contract(s) with the Old Club meets the requirements of Section 14 below. In the event that the player signs a Qualifying Contract with a New Club and the Qualifying Contract is terminated by the New Club, the player may sign a Qualifying Contract with his Old Club. Nothing in the foregoing shall prevent a player from signing a contract with his Old Club if the Old Club does not seek to have the contract treated as a Qualifying Contract.

**Section 14. Player Returning to Old Club:** A player whose prior contract was terminated may sign a Qualifying Contract with his "Old Club" (defined as the Club that held contractual rights to the player's services on the final day of the prior regular season or last postseason game), provided that the Old Club did not, on or after January 1 in the calendar year that preceded the calendar year in which his contract was terminated, (a) renegotiate

and/or extend his prior contract to increase or guarantee compensation or to convert non-guaranteed compensation to a signing bonus allocation, for more than the maximum Additional Compensation amount in any League Year of the contract for which the player has received or will receive compensation, or (b) sign the player to a new multiyear contract for more than the applicable Minimum Salary in any League Year of the contract plus additional Salary above the maximum Additional Compensation amount in any League Year of the contract for which the player has received or will receive compensation, and further provided that (c) the sum of any acceleration from Signing Bonus that was agreed to in a contract executed on or after January 1 in the calendar year in which the contract was terminated and any other Additional Compensation that the player has received or will receive from that terminated contract does not exceed the maximum Additional Compensation amount. For purposes of the immediately preceding clause (c) only, any acceleration of signing bonus will be counted in the League Year of the contract's termination regardless of whether the contract was terminated before or after June 1, and signing bonus proration for the final League Year of a contract terminated after June 1 in the contract's next to last League Year will be considered to be accelerated. For example, if on January 1, 2021 a player signs a two-year contract for the minimum Paragraph 5 Salary in both years and a \$200,000 signing bonus, and his contract is terminated on June 2, 2021, the player is not eligible to sign a 2021 Qualifying Contract with his Old Club because the sum of the acceleration of the 2022 prorated portion of the signing bonus (\$100,000) that was agreed to in the year of his contract termination and the 2021 prorated portion of signing bonus from that terminated contract (\$100,000) resulted in "additional compensation" of more than \$137,500 in 2021. However, if the contract was signed on December 1, 2020, and the contract is terminated on June 2, 2021, the player is eligible to sign a Qualifying Contract with his Old Club if that contract includes no more than \$37,500 in Additional Compensation.

**Section 15. Players with Expired Contract:** Upon the expiration of a Player Contract, the player may sign a Qualifying Contract with any Club.

**Section 16. Guarantees:** If a Qualifying Contract, or a Four-Year Player Qualifying Contract, with guarantees is terminated, the player shall continue to receive the guaranteed portion of the contract and that money shall continue to count against the Salary Cap, but the benefit portion of the player's compensation (including the subsidy) shall cease. For example, if a player with a \$910,000 Qualifying Contract, which includes a \$750,000 Paragraph 5 guarantee, is terminated after the eighth week of the regular season, he receives \$750,000 of the \$910,000 Minimum Salary. If the player signs multiple guaranteed Qualifying Contracts covering the same League Year at the applicable Minimum Salary, the maximum guaranteed salary he can earn under all such Qualifying Contracts is \$750,000.

**Section 17. Termination Pay:** If a Qualifying Player or a Four-Year Qualifying Player is eligible for Termination Pay when he is released and subsequently files a claim, he shall receive the charged amount plus the corresponding benefit amount. The player does not receive the benefit amount twice.

**Section 18. No Benefit for Non-Qualifying Contracts or Non-Qualifying Four-Year Player Contracts:** Contracts for players with four or more Credited Seasons who sign at the applicable minimum for that year plus more than the maximum amount of Additional Compensation (e.g., prorated signing bonus, etc.) or who otherwise do not qualify for the benefit, are not Qualifying Contracts or Four-Year Player Qualifying Contracts. In addition, contracts that have not been designated as Four-Year Player Qualifying Contracts and approved as such under this Article are not Four-Year Player Qualifying Contracts. The Salary Cap count for such contracts will be in accordance with existing Salary Cap rules. There will be no Veteran Salary Benefit or Four-Year Player Benefit or reduced Salary Cap count for such contracts.



**ARTICLE 28**  
**PERFORMANCE-BASED POOL**

**Section 1. Creation of Fund:** In each League Year, the NFL shall create a fund known as the Performance Based Pool that will be deducted from the calculation of the Salary Cap in the same manner as any other Player Benefit.

**Section 2. Amount of Fund:** For the 2020 League Year, the fund shall be \$8.5 million per Club. For the 2021 League Year, the fund shall be \$10 million per Club. For each League Year after the 2021 League Year, the fund will be adjusted by the change in Projected AR, with a maximum change of 5%, unless otherwise agreed by the parties. If in the 2021 League Year the Performance-Based Pool (i.e., \$10 million per Club) is reduced by up to \$1.5 million per Club to fund the cost of the Additional Game Check for the 2021 League Year, as provided in Article 26, Section 1(c) of this Agreement, the 2022 Performance Based Pool shall be \$10 million per Club adjusted by the change in Projected AR for the 2022 League Year, up to a maximum change of 5%, unless otherwise agreed by the parties. The NFLPA has the unilateral right to reduce or freeze the amount of the Performance Based Pool. The amount of the fund shall be deemed inclusive of any Veteran Player performance-based compensation pool amounts. Therefore, this section supersedes Section 1 and Exhibit A of the parties' side letter dated March 9, 2016 ("2016 Salary Cap and Related Issues").

**Section 3. Mandatory Distribution Each Year:** There shall be mandatory distribution to players of the entire fund each League Year. Distributions will be made in April, May, June, and July of the following League Year, except in the Final League Year, when distributions will be made in March of 2031.

**Section 4. Qualifying Players:** A player shall be eligible for participation in the Performance Based Pool for a League Year if he plays for at least one down in any regular season game. A player may receive multiple distributions if he qualifies for more than one Club in a single League Year.

**Section 5. Methodology:**

(a) Each player's "Playtime Percentage" shall be calculated by (i) adding the player's total plays on offense or defense, as appropriate, plus special teams and (ii) dividing that number by the total plays of the player on the team's roster with the most combined plays on offense, defense, and special teams for that Club.

(b) Each player's "PBP Compensation" shall be calculated by adding his full regular season Paragraph 5 Salary, prorated signing bonus for the current League Year (plus any signing bonus acceleration (without regard to the June 1 rule) due to his having been released or traded during the applicable League Year, unless the player is re-signed by his old Club without having missed a week of the regular season), earned incentives, and other compensation for the current League Year, subject to the following provisions:

(i) For all players, the full regular season Paragraph 5 Salary shall be used;

(ii) For players who were released or traded and later signed by the same Club during the regular season, the Paragraph 5 Salary from the player's initial contract shall be used for the period ending with the player's release, and the Paragraph 5 Salary from the player's subsequent contract shall be used for the period from release through the term of the subsequent contract;

(iii) If a Player Contract is renegotiated after the Monday of the tenth week of the regular season to include an unearned incentive for the current League Year that is treated as signing bonus, such incentive shall not be counted in the calculation of the PBP Compensation; and

(iv) If a portion of the player's Paragraph 5 Salary is treated as signing bonus, the full Paragraph 5 Salary (rather than the current year's proration) will be counted; all other amounts treated as signing bonus will be included on a prorated basis except for unearned incentives, as described in Subsection (iv) above.

(v) If a player earns PBP Compensation (as calculated in Subsection (b) above) from more than one Club in the same League Year, the player's PBP Compensation for that season shall equal the cumulative amount of all such earned compensation, with the result that the denominator described in Subsection (c) below (i.e., "PBP Compensation" shall be identical for each Club. By way of example, if the player earns \$4 million with Club A and \$2 million with Club B, the player's PBP Compensation (the denominator in Subsection (c) below) shall equal \$6 million for both Club A and Club B.

(vi) For any player with a stated Paragraph 5 Salary of less than the Minimum Salary of a player with seven or more Credited Seasons on a Club's Active/Inactive List for that League Year, the player's Paragraph Salary will be deemed to be equal to the Minimum Salary of a player with seven or more Credited Seasons on a Club's Active/Inactive List for that League Year. Notwithstanding anything in this Article, the imputation of Paragraph 5 Salary shall not affect in any way the actual Paragraph 5 Salary earnable by or payable to the player as stated in Paragraph 5 of the player's NFL Player Contract.

(c) Each player's "PBP Index" shall be calculated by dividing the player's Playtime Percentage by his PBP Compensation.

(d) Each player shall receive an allocation from the fund determined by (i) dividing his PBP Index by the sum of the PBP Indices for each player on the Club and then (ii) multiplying that percentage by the Club's total PBP allocation.

(e) For PBP purposes, a play is counted towards playtime percentage if the play runs to completion, regardless if the play was nullified by a penalty (e.g., a play that is blown dead by a penalty, due to a false start or encroachment penalties, etc. do not count in this calculation). A play is defined by the personnel on the field. A fake punt or field goal is considered a Special Teams play, and a 2-point conversion attempt is considered an offensive/defensive play.

**Section 6. Corrections:** If, after the fund has been distributed to players for any given League Year, a player demonstrates that his payment was miscalculated and should have been greater, he shall promptly be paid the additional Performance-Based Pay to which he is entitled, and said amount shall be deducted from the Club's actual PBP allocation for the following League Year. In the Final League Year, any such amount shall be taken from any unused Benefit money or credited toward future Performance-Based Pay.

## ARTICLE 29 WAIVERS

### **Section 1. Release:**

(a) Whenever a player who has finished the season in which his fourth year of credited service has been earned under the Bert Bell/Pete Rozelle Plan is placed on waivers between the Monday following the Super Bowl and the trading deadline, his contract will be considered terminated and the player will be completely free at any time thereafter to negotiate and sign a Player Contract with any Club, and any Club shall be completely free to negotiate and sign a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period. If the waivers occur after that time, the player's Player Contract will be subject to the waiver system and may be awarded to a claiming Club. However, if such player is claimed and awarded, he shall have the option to declare himself an Unrestricted Free Agent at the end of the League Year in question if he has a no-trade clause in his Player Contract. If such player does not have a no-trade clause and the Player Contract being awarded through waivers covers more than one additional season, the player shall have the right to declare himself an Unrestricted Free Agent as set forth above at the end of the League Year following the League Year in which he is waived and awarded.

(b) Whenever a player who has finished less than the season in which his fourth year of credited service has been earned under the Bert Bell/Pete Rozelle Plan is placed on waivers, the player's Player Contract will be subject to the waiver system and may be awarded to a claiming Club.

**Section 2. Contact:** Coaches or any other persons connected with another NFL Club are prohibited from contacting any player placed on waivers until such time as the player is released by the waiving Club.

**Section 3. Ineligibility:** Any NFL player who is declared ineligible to compete in a pre-season, regular season or postseason game because of a breach by any NFL Club by whom he is employed of waiver procedures and regulations, or any other provision of the NFL Constitution and Bylaws, will be paid the salary or other compensation which he would have received if he had not been declared ineligible, which, in any event, will be a minimum of one week's salary and, when applicable, expense payments.

**Section 4. Notice of Termination:** The Notice of Termination form attached hereto as Appendix H will be used by all Clubs. If possible, the Notice of Termination will be personally delivered to the player prior to his departure from the team. If the Notice of Termination has not been personally delivered to the player prior to his departure from the team, the Notice of Termination will be sent to him by certified mail at his last address on file with the Club.

**Section 5. NFLPA's Right to Personnel Information:** The NFL shall inform the NFLPA of player personnel transactions communicated in the Personnel Notice between

the NFL and its member Clubs concerning the termination or trading of players including awards on waivers, termination through waivers, confirmation of trades or any change in the status of players (e.g., placed on Reserve Injured, etc.). The NFL will make best efforts to communicate the information referred to in this Article to the NFLPA on the same day, but in no event later than noon on the next day. A player who is terminated shall, upon request at or around the time of termination, be informed by the terminating Club of any claims made upon him by NFL Clubs during that League Year. The same information will be provided to the NFLPA if requested.

**Section 6. Rosters:** The NFL shall supply the NFLPA with an opening day and final roster for each Club. Rosters shall consist of the following categories of players: Active; Inactive; Reserve Injured; Reserve Physically Unable to Perform; Exempt Commissioner Permission; Non Football Illness/Injury; Practice Squad.

**Section 7. Procedural Recall Waivers:**

(a) A player with four or more Credited Seasons who is subject to procedural recall waivers from the Reserved/Retired or Reserve/Military status, and who opts for Free Agency in lieu of assignment, cannot, during the same season, re-sign or return to the Club that originally requested such waivers.

(b) Notwithstanding any other provision of this Agreement, a player who is placed on the Reserve/Retired List during the preseason will not be subject to procedural recall waivers upon reinstatement.

## ARTICLE 30 TERMINATION PAY

### **Section 1. Eligibility:**

(a) Any player who has completed the season in which his fourth year or more of credited service under the Bert Bell/Pete Rozelle Retirement Plan has been earned shall be eligible for Termination Pay under this Article if:

- (1) He is released after his Club's first regular season game; and
- (2) He has made the Active/Inactive List of his Club on or after the date of his Club's first regular season game.

(b) Subject to Section 3 below, the amount of Termination Pay payable to such player shall be calculated as follows: (i) determine the unpaid balance of his Paragraph 5 Salary for that League Year; and (ii) subtract any Paragraph 5 Salary earned as a salary guarantee from the terminating Club under the contract from which the player was terminated and during the season in which the benefit is claimed (for the avoidance of doubt, this provision shall not have any effect upon a player without any guaranteed Paragraph 5 Salary whose contract is terminated, and who later re-signs with the terminating Club). For the avoidance of doubt, nothing in this Subsection shall alter the arbitration decision in *Spiller, et al. v. San Francisco 49ers, et al.*

(c) Termination Pay under this Article shall be claimed and payable no sooner than one day after the end of the regular season schedule, and no later than February 1.

(d) A player will not be entitled to Termination Pay more than once during his playing career in the NFL, except that if the amount of Termination Pay to which such player becomes entitled and paid under this Article is less than or equal to the equivalent of six weeks of the player's applicable Paragraph 5 Salary, then such player shall become eligible to collect Termination Pay a second time during his playing career, under either Subsection 1(b) above or Subsection 2(a) below, for a future regular season. No player may collect Termination Pay from more than one Club for the same regular season.

### **Section 2. Regular Season Signings:**

(a) The Termination Pay under this Article of any player who is terminated from a contract which was signed after the beginning of the regular season in which he is terminated shall be limited to an amount equal to the greater of: (i) the unpaid balance of the initial 35% of such player's Paragraph 5 Salary; or (ii) two weeks' salary up to a maximum of the Active/Inactive List Paragraph 5 Salary of a player with seven or more Credited Seasons as specified in Article 26, Section 1, notwithstanding the actual number of Credited Seasons the player has earned, provided however, that if a player's contract is terminated with one week remaining in the regular season, he will be eligible to receive only one week's salary up to the maximum of the Active/Inactive List of a player with seven or more Credited Seasons as specified in Article 26, Section 1. For purposes of this 35% calculation only, the term "Paragraph 5 Salary" shall be defined as the proportionate remaining balance to be paid at the time such player is signed by the Club. (For example and without limitation, in a 16-game season, if a player is signed after the second week of the 2020 regular season to a Contract with a Paragraph 5 Salary of \$850,000, his Paragraph 5 Salary for purposes of the 35% calculation shall be \$750,000 or 15/17ths of \$850,000.)

**Section 3. Ineligibility For Termination Pay:**

(a) An otherwise qualified player will not be entitled to Termination Pay under this Article if the Club can demonstrate that, after receipt of a written warning from his Club in the form attached hereto as Appendix I, the player failed to exhibit the level of good faith effort which can be reasonably expected from NFL players on that Club.

(b) An otherwise qualified player will not be entitled to Termination Pay if (i) the Club terminated the player's contract for Conduct Detrimental to the Club, and (ii) the Non-Injury Grievance Arbitrator determines that the player's conduct was so severe that the maximum discipline for Conduct Detrimental of a fine equal to one week's salary and suspension without pay for four weeks, pursuant to Article 42, Section 1(b)(xvii) of this Agreement (regardless of whether the Club imposed any such discipline prior to terminating the player's contract), constitutes an inadequate remedy for the player's conduct.

(c) An otherwise qualified player will not be entitled to Termination Pay if the Club terminated the player's contract due to conduct that resulted in the player's suspension for four (4) or more games pursuant to the Commissioner's authority under Article 46 of this Agreement following the disposition of any appeal; provided, however, that this Subsection 3(c) shall not apply to any suspension imposed upon a player for violation of on-field playing rules.

(d) For the sake of clarity and the avoidance of doubt, nothing in this Article shall affect in any way a Club's right to properly terminate a player's contract for personal conduct that adversely affects or reflects upon the Club even though the conduct does not rise to the level required to render the player ineligible for Termination Pay under Subsections 3(b) or (3)(c) of this Article, in which case the player shall remain eligible for Termination Pay.

(e) A player shall not be eligible for Termination Pay if, without missing a game check at the Paragraph 5 rate stated in his terminated contract, he signs a Player Contract with the same Club that terminated his contract, which new contract provides for Paragraph 5 Salary at a rate equal to or greater than that of his terminated contract. If the player's new contract is subsequently terminated, however, he shall be eligible for Termination Pay for such subsequent termination, but the amount of Termination Pay for such player shall be the amount he would have received if his previous contract had not been terminated until such subsequent termination.

(f) An otherwise qualified player will not be entitled to collect Termination Pay under this Article if he waives or releases his claim in a written settlement agreement, executed by the player, his Certified Contract Representative (if any), the Management Council and the NFLPA.

(g) Affirmative Defense.

(1) The Club may assert as an affirmative defense in any grievance in which a Player claims Termination Pay that the player failed to make a full and complete disclosure of his physical or mental condition in connection with a physical examination if the Club can demonstrate that (1) the player affirmatively misrepresented or omitted from his medical history when questioned (orally or in writing) in connection with a physical examination that he: (A) had a surgical procedure for an injury, or (B) missed game(s) due to injury; (2) the player subsequently suffered a new injury related to the prior injury (i.e.,

same body part); and (3) the new injury was materially and directly related to the termination that gave rise to the player's claim for Termination Pay.

(2) For the avoidance of doubt, this provision shall only apply to a player's claim for Termination Pay pursuant to this Article. No party may argue that this provision applies to or defines the special defense set forth in Article 44, Section 3(a)(2) of this Agreement.

**ARTICLE 31**  
**ADDITIONAL REGULAR SEASON GAMES**

(a) The League and/or Clubs shall have the discretion to increase the number of regular season games per Club from sixteen (16) to seventeen (17) (but not more), provided that the combined total of preseason and regular season games played per Club shall not exceed twenty (20) games. The League and/or Clubs shall not increase the number of regular season games per Club to eighteen (18) or more games.

(b) In any League Year in which the League and/or Clubs elect to increase the number of regular season games per Club to seventeen (17), the following amendments to this Agreement, including its appendices, shall automatically become effective on the first day of such League Year: any references to Salary: (i) earned or paid over sixteen (16) games shall be modified to be earned or paid over seventeen (17) games; (ii) earned or paid over seventeen (17) weeks shall be modified to be earned or paid over eighteen (18) weeks; or (iii) earned or paid over thirty-four (34) weeks shall be modified to be earned or paid over thirty-six (36) weeks. In addition, any reference to Salary that is expressed as a fraction having the number seventeen as its denominator (e.g., 1/17th, 15/17ths, etc.) shall be modified to have the number 18 as its denominator (e.g., 1/18th, 15/18ths, etc.). The foregoing shall apply whether the term “Salary” or other terminology implicating Salary is referenced, such as, for example, without limitation, “Forfeitable Salary Allocation.”



## **ARTICLE 32 EXPANSION**

**Section 1. Veteran Allocation:** The Clubs may determine during the term of this Agreement to expand the number of Clubs and to have existing Clubs make available for assignment to the expansion Clubs the contracts of a certain number of Veteran players, up to an average of three per Club, excluding any player who has a no trade clause in his Player Contract. The methodology employed pursuant to the letter dated December 18, 2001, regarding the Houston Texans Veteran Player Allocation Draft shall apply unless the parties agree otherwise.

**Section 2. Additional Compensatory Picks:** The Clubs may decide the selection position for expansion teams in the Draft, and may allocate to each expansion Club additional special Draft selections in the Drafts held prior to each of the first three seasons in which the expansion Clubs will participate in regular League play, up to a maximum of one additional such special Draft selection for each expansion Club in each round of the Draft in each such year.

**Section 3. Rookie Compensation Pool Adjustment:** The provisions of Article 7, Section 5(d) shall apply to adjust the Rookie Compensation Pool in the event of expansion.

**Section 4. Relocation Bonus:** Any Veteran player selected in any expansion allocation during the 2019–20 League Years will receive a bonus of \$75,000 upon reporting to the expansion Club for preseason training camp, and an additional bonus of \$100,000 upon being placed on the Active or Inactive List, or remaining on the Injured Reserved List, after the beginning of the first regular season game played by the expansion Club. The total amounts paid to players pursuant to this Section shall not be included as Player Costs, Benefits, or Salary under Article 12 or 13. The bonus amount described in this Section shall increase to \$90,000 and \$115,000, respectively, for any expansion allocation in the 2021–23 League Years, to \$105,000 and \$130,000, respectively, for any expansion allocation in the 2024–27 League Years, and to \$120,000 and \$145,000, respectively, for any expansion allocation in the 2028–30 League Years.

**Section 5. Regular Season Games Played Outside of the United States:**

(a) In any League Year in which the NFL regular season consists of seventeen games, the extra week shall not consist entirely of international games.

(b) Through the 2025 season, no more than ten regular season international games will be played each season unless a Club is displaced from its existing stadium due to damage, other force majeure events, construction or renovation.

(c) Prior to the start of the 2025 regular season, the parties will meet and confer regarding whether to increase the maximum number of International Games in any single regular season to more than ten (10) games in 2025 or subsequent years. Such decision may be based on underlying business justifications, including but not limited to growth in AR, club and player brand development, media and related opportunities, as well as player working conditions, health and safety, burdens on player families, insurance,

housing, and/or tax-related issues, and the NFLPA's consent shall not be unreasonably withheld.

(d) Before any Club is scheduled to play 3 or more regular season international games in a season, other than for a reason set forth in the preceding paragraph, the NFL will meet and confer with the NFLPA to consider impacts to underlying business justifications and player health, safety, and working conditions, as described in Subsection (c).

(e) If any Club travels outside of North America to play a game more than once in a single regular season, any player on that Club who travels outside of North America for such games, will be paid a stipend of \$5,000 for each game, beginning with the second such game. This \$5,000 stipend shall be in addition to all other compensation (including per diems), which he is entitled to receive for those games. This stipend will be considered a Player Benefit Cost.

## ARTICLE 33 PRACTICE SQUADS

### ***Section 1. Practice Squads:***

(a) In the 2020 and 2021 League Years Practice Squads shall not exceed twelve (12) players per Club. Beginning with the 2022 League Year and for the remainder of this Agreement, Practice Squads shall not exceed fourteen (14) players per Club.

(b) The League may elect to allow some or all Clubs to add to their Practice Squads one additional player, who shall not count against the limit above, whose citizenship and principal place of residence are outside the United States, its Territories, and Canada (“International Player”). The League’s election in any one season shall not determine or affect its election in any subsequent season. Such International Players shall be subject to the same terms and conditions of employment that apply to other Practice Squad players except that they may not, during the term of their Practice Squad Contract, negotiate or sign an NFL Player Contract with any Club. In addition, notwithstanding the provisions of Section 4 below, such International Player shall be eligible to serve on a Practice Squad for three additional seasons after the completion of the player’s year(s) as an International Player. As set forth in Section 3 below, the weekly salary for such International Players shall not be included in the employing Club’s Team Salary and shall instead be deducted from the calculation of the Salary Cap in the same manner as any Player Benefit Cost. Any NFL Club may, but is not required to, reimburse an International Player for the actual, ordinary and reasonable legal expenses and filing fees incurred by the player in securing a visa permitting the player to work in the United States. If permitted by applicable federal law, a Club may elect to pay such filing fees directly to the responsible government agency, and may elect to pay the player’s actual, ordinary and reasonable legal expenses directly to the third-party attorneys or law firms providing such services. All such reimbursements or payments shall be contingent upon the service provider or the player providing the Club with receipts and/or invoices for those expenses and fees. If made in compliance with this provision, the reimbursement or payment of such legal expenses and filing fees shall not be considered Salary, Rookie Salary or a Player Benefit Cost. Any reimbursements or payments beyond the scope of this provision are prohibited. The Club shall promptly report to the NFL all reimbursements or payments, and shall simultaneously submit all receipts and/or invoices reimbursed or paid by the Club. The NFL shall have the right to audit the records of Clubs or Club affiliates to investigate possible violations of this provision. If any Club has made reimbursements or payments that exceed the permissible scope of this provision, (i) the NFL may seek enforcement of any applicable provision of this Agreement including, without limitation, Article 7, Article 13 and Article 14; and (ii) the amount by which such reimbursement or payment exceeds the actual, ordinary and reasonable legal expenses and filing fees incurred by the player may be charged to the League-wide Total Rookie Compensation Pool, the League-wide Year-One Rookie Compensation Pool and to the Club’s Total Rookie Allocation, Year-One Rookie Allocation and Team Salary, to the extent those provisions apply to Rookie players or Veteran players. In no event will the Club be responsible for, or incur any liability for or relating to, the adequacy or competency of legal advice rendered to the player by third-party attorneys or law firms or for the result of the player’s application. For

the purpose of Club reimbursement of legal expenses and filing fees as detailed in this Subsection (b), an "international player" is a non-US citizen NFL Rookie player or Veteran player who is, or would be, required to secure a visa or other immigration-related approval to practice and play for the Club, whether under an NFL Player Contract or under a Practice Squad Player Contract.

(c) All NFL Practice Squad Player Contracts shall consist of (a) the .pdf Practice Player Contract Form attached hereto as Appendix J (which may not be modified in the form itself); and (b) any attachment submitted therewith containing any changes agreed to between the Club and practice player in a practice player's contract consistent with the provisions of the CBA, pursuant to Subsection 1(d) below (collectively, the ".pdf Practice Player Contract"). Any such attachment shall be paginated, and each page of any such attachment shall be initialed by the practice player and the Club. The provision of any Practice Player Contract or copy thereof as required by the CBA (for example, without limitation, as required by Article 26, Section 7) may be effectuated by email or other electronic transmission of the complete .pdf Practice Player Contract to the NFL (nflwaivers@nfl.com) or the NFLPA (Mark.Levin@nflpa.com), as applicable. Any reference to the "Practice Player Contract" herein shall apply equally to the .pdf Practice Player Contract Form attached hereto as Appendix J.

(d) The .pdf Practice Player Contract cannot be amended without the approval of the Management Council and the NFLPA. Notwithstanding the foregoing, changes may be agreed to between a Club and a Practice Squad player consistent with the provisions of this Agreement.

### **Section 2. Signing With Other Clubs:**

(a) Any player under contract to a Club as a Practice Squad player shall be completely free to negotiate and sign a Player Contract with any Club at any time during the League Year, to serve as a player on any Club's Active or Inactive List, and any Club is completely free to negotiate and sign such a Player Contract with such player, without penalty or restriction, including, but not limited to, Draft Choice Compensation between Clubs or First Refusal Rights of any kind, or any signing period, except that such player shall not be permitted to sign a Player Contract with another Club to serve as a Practice Squad player while under contract as a Practice Squad player.

(b) Notwithstanding Subsection (a) above, a Practice Squad player may not sign an NFL Player Contract with his Club's next opponent later than 4:00pm, New York time, on the sixth day preceding the game (except in bye weeks, when the prohibition commences on the tenth day preceding the game). When the current employer club has a bye the weekend before the game against the Club signing the Practice Squad player to an NFL Player Contract, such contract must be executed prior to 4:00pm, New York time, on the 10th day preceding the game. After the Conference Championship games, Practice Squad Players on Clubs participating in the Super Bowl may not sign an NFL Player Contract with their current Club's Super Bowl opponent.

**Section 3. Salary:** Except as provided in Section 5 (Standard Elevation Addendum) and Section 7 (Standard Contagious Disease Addendum) of this Article, the salary for a Practice Squad player shall be limited to the following fixed amounts per week, including postseason weeks in which his Club is in the Playoffs:

(a) Any Practice Squad player who falls within categories (i), (ii) or (iii) in Section 4 of this Article shall receive a fixed weekly Paragraph 4 Salary in the following amounts for each League Year of this Agreement:

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
\$8,400	\$9,200	\$11,500	\$12,000	\$12,500	\$13,000	\$13,750	\$14,500	\$15,250	\$16,000	\$16,750

(b) Any Practice Squad player who does not fall within categories (i), (ii) or (iii) in Section 4 of this Article shall receive a fixed weekly Paragraph 4 Salary within the following minimum and maximum amounts in each League Year of this Agreement, as agreed upon by the Club and the player:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
(Min.)	\$12,000	\$14,000	\$15,400	\$16,100	\$16,800	\$17,500	\$18,350	\$19,200	\$20,050	\$20,900	\$21,750
(Max.)	\$12,000	\$14,000	\$19,900	\$20,600	\$21,300	\$22,000	\$22,850	\$23,700	\$24,550	\$25,400	\$26,250

(c) No Practice Squad Player Contract may provide for Salary guarantees, bonuses, incentives or compensation of any kind other than the fixed weekly Paragraph 4 amounts set forth in Subsections 3(a) and (b) of this Article, as applicable. For the sake of clarity and the avoidance of doubt, during the 2022 League Year, any Practice Squad player who falls within categories (i), (ii) or (iii) of Section 4 below must contract for a fixed Paragraph 4 Salary of \$11,500 per week. Alternatively, during the 2022 League Year, any Practice Squad player who does not fall within categories (i), (ii) or (iii) of Section 4 below must contract for a Paragraph 4 Salary of between \$15,400 and \$19,900 per week.

**Section 4. Eligibility:** Beginning in the 2020 League Year, the Practice Squad shall consist of the following players: (i) players who do not have an Accrued Season of NFL experience; (ii) free agent players who were on the Active List for fewer than nine regular season games during their only Accrued Season(s); (iii) a maximum of four free agent players per Club who have earned no more than two Accrued Seasons, with those four players to have no limitation as to the number of games on the game day Active List in either of those seasons; and (iv) a maximum of two free agent players per Club with no limitations as to their number of earned Accrued Seasons; provided, however, that the NFL shall increase the maximum number of players in category (iv) above from two players to four players for the 2022-30 League Years.

**Section 5. Standard Elevation Addendum:**

(a) All Practice Squad players will execute an addendum to the Practice Squad Player Contract relating to elevations from a Club’s Practice Squad to the Club’s Active/Inactive List, as set forth in Appendix J (“Standard Elevation Addendum”).

(b) In each game of the regular and postseason, a Club may choose to elevate a maximum of two players from its Practice Squad to its Active/Inactive List without the player first terminating his Practice Squad Player Contract and executing an NFL Player Contract.

(c) If a Practice Squad player is elevated to a Club's Active/Inactive List, the terms of the Standard Elevation Addendum will be in effect.

(d) Any elevation of a player from a Club's Practice Squad to its Active/Inactive List must occur no earlier in the week than the final day for such player personnel transactions prior to the game for which the player is being elevated, but not later than the applicable player personnel transaction deadline for that day. Any player who is elevated to a Club's Active/Inactive List must be listed on the Club's game-day Active List or Inactive List, as applicable.

(e) Any player who is elevated to a Club's Active/Inactive List for a regular season or postseason game pursuant to this Section 5 shall automatically revert to the Club's Practice Squad at 4:00 p.m., New York time, on the first business day following such game without being subject to waivers.

(f) A Practice Squad player may be elevated to a Club's Active/Inactive List for a maximum combination of two regular season or postseason games in the same League Year. After a Club has elevated a player to its Active/Inactive List for a maximum combination of two games during the regular season or postseason, any subsequent elevation of the player must be an activation to the Club's 53-player Active/Inactive List. In such a case, the player must first terminate his Practice Squad Player Contract and execute an NFL Player Contract, and the Club must request waivers on that contract, or terminate the contract if the player is not subject to waivers, before resigning the player to its Practice Squad. If the Club requests waivers on the player's NFL Player Contract and that contract is not claimed by another Club, or if the Club terminates the player's contract, the player shall become a free agent and shall be free to sign an NFL Player Contract or a Practice Squad Player Contract with any Club, including the Club that requested waivers or terminated the contract. If the player's NFL Player Contract is not claimed, or if the contract is terminated, and the player subsequently signs a Practice Squad Player Contract with a new Club, nothing shall preclude the signing Club from elevating the player to its Active/Inactive List up to a maximum combination of two regular season or postseason games, subject to the rules set forth in this Section 5. If a Practice Squad Player: (i) has been elevated to a Club's Active/Inactive List for either one or two games pursuant to this Subsection 5; and (ii) the Club subsequently requests waivers on or terminates his NFL Player Contract, or if the Club terminates his Practice Squad Player Contract; and (iii) thereafter resigns the player to its Practice Squad, the player may not be elevated to that Club's Active/Inactive List pursuant to this Section 5 for the remainder of that regular or postseason.

(g) If a Practice Squad player is elevated to a Club's Active/Inactive List for any regular season game, the player's weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted to one-seventeenth (1/17th) of the Paragraph 5 minimum salary for players on a Club's Active/Inactive List with the Practice Squad player's number of Credited Seasons (i.e., the "up" amount) for such game.

(h) If a Practice Squad player is elevated to a Club's Active/Inactive List for any postseason game, he shall be paid Postseason Pay under the applicable Section of Article 37 of this Agreement for such game.

(i) A Practice Squad Player's elevation to a Club's Active/Inactive List pursuant to this Section 5 shall not serve as the basis for any claim for Termination Pay pursuant to Article 30 of this Agreement. Nor shall any amounts paid to a Practice Squad Player under Subsections (g), (k) or (l) of this Article constitute or be deemed Paragraph 5 Salary within the meaning of Article 30 of this Agreement.

(j) Any games for which a player is elevated to a Club's Active/Inactive List in this manner shall count for purposes of earning a Credited Season for both minimum salary and pension credit and an Accrued Season for purposes of free agency, even though the player is playing under the Standard Elevation Addendum to his Practice Squad Player Contract.

(k) In the event a Practice Squad player: (1) sustains a football-related injury during the game for which he was elevated to the Club's Active/Inactive List (or during practice after being elevated but prior to the game), and (2) is physically unable to practice or play for the Club due to the injury, the player's weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted to one-seventeenth (1/17th) of the Paragraph 5 minimum salary for players not on a Club's Active/Inactive List (i.e., the "down" amount) with the player's number of Credited Seasons. Such a player shall receive this weekly "Salary Continuation" for so long as he remains physically unable to perform the services required of him because of such injury. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the amount set forth in Paragraph 4 of that contract for the period of time he remains on the Club's Practice Squad. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad and/or any dispute concerning the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article 43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

(l) If a Practice Squad player sustains a football-related injury during the game for which he was elevated to a Club's Active/Inactive List (or during practice after being elevated but prior to the game) and is subsequently placed on the Club's Practice Squad/Injured List, he will be paid Salary Continuation (for so long as he remains physically unable to perform the services required of him because of such injury) at a rate equal to the prorated portion of the Paragraph 5 minimum salary for players not on a Club's Active/Inactive List (i.e., the "down" amount) with the player's number of Credited Seasons. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the amount set forth in Paragraph 4 of that contract for the period of time he remains on the Club's Practice Squad/Injured List. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad/Injured list and/or any dispute concerning the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article

43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

(m) If a player receives salary under the circumstances set forth in Subsections (k) or (l) above, then those games shall count toward a Credited Season under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

(n) If a player is elevated to a Club's Active/Inactive List pursuant to this Section 5, and the Club chooses to add the player to its 53-player Active/Inactive List following the game for which the player was activated, the Club must follow all of the established procedures for signing a Practice Squad player to an NFL Player Contract (including making room for that player on the Club's 53-player Active/Inactive List).

(o) Use of these procedures by any Club in any week of the regular season or postseason shall be in the sole discretion of the Club.

(p) Nothing in this Section shall affect in any way a Practice Squad player's right under Section 2 of this Article to negotiate and sign an NFL Player Contract with any Club at any time during the League Year (except during the period beginning with the player's elevation to a Club's Active/Inactive List and ending with the player's automatic reversion to the Club's Practice Squad) to serve as a player on such Club's Active or Inactive List subject to the restrictions stated therein.

(q) Nothing in this Section shall affect in any way a Club's right to activate a player from its Practice Squad to its 53-player Active/Inactive List.

**Section 6. Active List (Other Clubs):** If a player on the Practice Squad of one club (Club A) signs an NFL Player Contract with another club (Club B), (1) the player shall receive three weeks salary of his NFL Player Contract at the 53-player Active/Inactive List minimum even if he is terminated by Club B prior to earning that amount, and (2) Club B is required to count the player on its 53-player Active/Inactive List for three games (a bye week counts as a game) even if he is terminated, traded, or assigned via waivers to another club or is signed as a free agent to another club's 53-player roster or another club's Practice Squad prior to that time. If the player is terminated from Club B's 53-player roster and signed to Club B's Practice Squad, he shall continue to count on the club's 53-player Active/Inactive List but shall not count against the twelve or fourteen-player Practice Squad limit, as applicable, until the three-game requirement has been fulfilled. If a player is terminated prior to the completion of the three-game period and is signed to Club B's Practice Squad or is signed or assigned to another Club's 53-player roster or Practice Squad, any Salary (as that term is defined in Article 13, Section 4 that he receives from any NFL club applicable to the three-game period shall be an offset against the three weeks' Salary that he is entitled to receive from Club B. If the promotion occurs with fewer than three games remaining in the Club's regular season, the three game requirement for roster count shall not carry over into the next season.

**Section 7. Standard Contagious Disease Addendum:**

(a) All Practice Squad players will execute an addendum to the Practice Squad Player Contract relating to the Contagious Disease Policy (as set forth in Appendix J).

(b) If a player is elevated from Practice Squad to the Active/Inactive List for a game because a club was given roster exemptions due to confirmed or suspected cases



of a contagious disease among its players, then the terms of the addendum in that Player's Practice Player Contract will be in effect. A Practice Squad player who is elevated to the Active/Inactive List under these circumstances will not be required to sign an NFL Player Contract for that game.

(c) If a player is elevated from the Practice Squad to the affected Club's Active/Inactive List, the player's weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted to 1/17th of the Paragraph 5 minimum salary for Active/Inactive List players with the same number of credited seasons for such game. Any games for which a player is elevated in this manner to the Active/Inactive List would count for purposes of earning a Credited Season for both minimum salary and pension credit and an Accrued Season for purposes of free agency, even though player is playing under the aforementioned addendum to his Practice Squad Player Contract.

(d) At the conclusion of the club's game, any player who was elevated from the Practice Squad to the affected club's Active/Inactive List for the game will automatically revert to the club's Practice Squad roster without going through waivers.

(e) In the event a Practice Squad player: (1) sustains a football-related injury (either in a practice prior to the game or in the game itself) after being elevated to the Active/Inactive List under the circumstances described in Subsection (b) above, and (2) is physically unable to practice or play for the Club due to the injury, then the player's weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted to 1/17th of the Paragraph 5 minimum salary for players not on a Club's Active/Inactive List (i.e., the "down" amount) with the same number of Credited Seasons. Such a player shall receive this weekly "Salary Continuation" for so long as he remains physically unable to perform the services required of him because of such injury. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, then his salary will be adjusted to the amount set forth in Paragraph 4 ("Compensation") of that contract for the period of time he remains on the club's Practice Squad. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad and/or any dispute concerning the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article 43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

(f) If a Practice Squad player sustains a football-related injury during the game in which he was elevated (or during a practice after being elevated to the Club's Active/Inactive List but prior to the game) and is subsequently placed on the Club's Practice Squad/Injured list, he will be paid Salary Continuation (for so long as he remains physically unable to perform the services required of him because of such injury) at a rate equal to the prorated portion of the Paragraph 5 minimum salary for players not on a Club's Active/Inactive List (i.e., the "down" amount) with the same number of Credited Seasons. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the amount set forth in Paragraph 4 of that contract for the period of time he remains on the Club's Practice Squad/Injured list. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad/Injured list and/or any dispute concerning

the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article 43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

(g) If a player receives salary under the circumstances set forth in Subsections (e) or (f) above, then those games shall count toward a Credited Season under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

(h) If a Club chooses to add the Practice Squad player to its Active/Inactive List following the game in which exemptions were granted and the player was elevated, then the Club must follow all of the established procedures for signing a Practice Squad player to an NFL Player Contract (including making room for that player on club's Active/Inactive List).

(i) Use of these procedures by any Club in any week of the regular or post-season shall be in the sole discretion of the Club subject only to prior approval of the Commissioner and after a showing of confirmed or suspected contagious disease among its players. The NFLPA and its Medical Director shall be informed when such procedures are invoked.

**Section 8. Housing:** If a Club signs a free agent player to its Practice Squad and such player does not already reside in the area of the Club's home city, the Club shall make best efforts to provide the player an option for short-term, month-to-month housing at the player's expense.

**ARTICLE 34  
MEAL ALLOWANCE**

**Section 1. Reimbursement:** A player will be reimbursed for meals not furnished by his Club on travel days during the preseason, regular season and postseason as follows:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<b>Breakfast</b>	\$35	\$35	\$38	\$38	\$41	\$41	\$44	\$44	\$49	\$49	\$54
<b>Lunch</b>	\$45	\$45	\$49	\$49	\$53	\$53	\$57	\$57	\$63	\$63	\$69
<b>Dinner</b>	\$60	\$60	\$65	\$65	\$70	\$70	\$75	\$75	\$82	\$82	\$89

For purposes of this Article, commercial airline meals or the equivalent shall not be considered as furnished by the Club.

**Section 2. Travel Day:** Each travel day will commence at the time a Team leaves its home city and will terminate at the time the Team arrives back at its home city. If a Team is traveling for a day game and leaves its home city after 2:00pm on the day prior to the game, players will receive dinner money if the Team does not eat dinner together. When the pre-game meal on a travel day is after 9:00am, players will receive breakfast money.

## ARTICLE 35 DAYS OFF

### **Section 1. Preseason:**

(a) During Preseason Training Camp, as that term is defined in Article 23, Section 10 of this Agreement, all players will be permitted at least six days off subject to the rules set forth in this Subsection. The first mandatory day off for all players on the Club shall be on the day following the completion of the on-field acclimation period described in Article 23, Section 6 for players who report to training camp on the mandatory reporting date for veteran players, as specified in Article 23, Section 5. Thereafter, all players will be permitted at least one day off every seven days until the Club's first preseason game. During the period following the Club's first preseason game until the Sunday immediately preceding the first game of the NFL regular season, all players will be permitted one day off on the first or second day immediately following each of the Club's preseason games except for players whose Club has a game scheduled on the fifth day (or sooner) following the Club's immediately prior game. In no event shall players have fewer than six days off during the period between the mandatory reporting date for veteran players to an individual Club's preseason training camp and the Sunday immediately preceding the first game of the NFL regular season. During any preseason day off players may not be given a curfew at the end of the 24-hour period any sooner than 10:30 pm. Notwithstanding the preceding sentence, if after a preseason game the visiting Club arrives at its home city or the location of its training camp after 12:00 a.m., local time, and the Club elects to give players that day off (*e.g.*, players returning after midnight on the Sunday following a Saturday game who are given that Sunday off), players may be required to report back to the Club no earlier than 10:00 a.m., local time, on the day following the day off (*e.g.*, 10:00 a.m. on Monday after the Sunday day off).

(b) If in any League Year (i) the NFL elects to schedule three or fewer preseason games (not including the Canton Hall of Fame Game or any American Bowl game scheduled around the date of the Canton Hall of Fame Game) the final week of the preseason shall be a bye-week, unless the parties agree otherwise, and all players will be permitted two additional days off, for a total of eight days off during the preseason. Four of the eight days off shall be given after the final preseason game, with three of the days occurring consecutively on the final three days of preseason training camp (Friday, Saturday, and Sunday), except that, for any Club whose first regular season game is on a Thursday night, the three consecutive days off following the Club's final preseason game need not be given on the final three days of preseason training camp (Friday, Saturday and Sunday) but shall be given following the Club's final preseason game on three consecutive days determined by the Club. Subject to the foregoing, the schedule for days off during this period shall be determined by the Club.

(c) Notwithstanding Sections 1(a) and 1(b) of this Article, players on Clubs who play their first regular season game on Monday night, and who therefore report to preseason training camp forty-eight days prior to their first regular season game shall receive a total of seven (7) days off during the preseason, in any League Year in which the NFL elects to schedule four (4) preseason games. In any League Year in which the NFL elects to schedule three (3) or fewer preseason games (not including the Canton Hall of

Fame Game or any American Bowl game scheduled around the date of the Canton Hall of Fame Game), such players will receive a total of nine (9) days off in the preseason.

**Section 2. Regular Season and Postseason:** Commencing with a Club's first regular season game, all players will be permitted at least one day off each calendar week (i.e., Sunday-Saturday) of the regular season. All players will be permitted at least three days off after playing a Thursday game unless the Club has consecutive Thursday games. In such a case, players will be permitted at least one day off following the first Thursday game, and players will be permitted at least three days off following the second Thursday game. Days off following Thursday games and days off under Article 24, Section 2 (Bye Weeks) of this Agreement shall satisfy the Club's obligation to permit players at least one day off each calendar week of the regular season. During the postseason, all players will be permitted days off at the rate of four days per month as determined by the Club.

**Section 3. Requirements:** During the 24-hour period constituting a day off, any injured player may be required to undergo medical treatment and quarterbacks may be required to attend coaches meetings.

**Section 4. Regular Season Bye Weeks:** During any regular season bye week, all players will be permitted days off in accordance with Article 24, Section 2 of this Agreement.

**ARTICLE 36**  
**MOVING AND TRAVEL EXPENSES**

**Section 1. Qualification:** A player qualifying under either of the following categories will receive reimbursement for moving expenses, upon presentation of vouchers, in accordance with Section 2 of this Article:

(a) Any veteran player who is traded, claimed, assigned in an expansion allocation or a member of a Club which relocates to a different home city, and before the first regular season game of the subsequent League Year, takes up permanent residence in the city of the Club to which he is traded or assigned, by which he is claimed or which relocates to a different home city; or

(b) Any rookie player who is traded or claimed after the start of the regular season, subsequently makes the Active List of the Club to which he is traded or by which he is claimed, and takes up permanent residence in the city of the Club to which he is traded or by which he is claimed before the first regular season game of the subsequent season.

**Section 2. Moving Expenses:** As a condition of the responsibility of the Club for the costs of moving expenses for a player who qualifies for reimbursement pursuant to Section 1 above, the player must (a) consult with the appropriate Club official in advance concerning his move; and (b) allow the Club to designate the moving company that will accomplish the move. In the event that the player demonstrates reasonable dissatisfaction with the moving company designated by the Club, the player may, at his option, proffer two additional estimates from established moving companies, from which the Club will select a substitute for the moving company initially designated. (In no event shall the Club be liable for any property damage or loss resulting from use of another moving company. This shall not be construed to mean that the Club is responsible for any property damage or loss resulting from using the Club's moving company.) Thereafter, such player will receive reimbursement of his actual, ordinary and reasonable moving expenses, including travel expenses for player and his immediate family.

**Section 3. Travel Expenses:** Any veteran player who is traded or claimed at any time during a League Year, or any rookie player who is traded or claimed after the start of the regular season and subsequently makes the Active List of the Club to which he is traded or by which he is claimed, will receive, upon presentation of vouchers: (a) first class round trip air fare for his spouse or the equivalent in cash if his spouse makes the trip by another mode of transportation; (b) a sum not to exceed two months' rent or mortgage payments for living quarters in the home city from which the player is traded or by which he is waived, provided, however, that such payment shall be made only if and to the extent that the player is legally obligated to make such rent or mortgage payments and the total of such payments shall not exceed \$7,550 for the 2020 League Year, \$8,250 for the 2021–25 League Years and \$9,000 for the 2026–30 League Years; and (c) the room cost of seven days' stay at a hotel of the Club's choice in the new team city for the player.

**Section 4. Transportation:** Each player who is traded or claimed during the preseason or regular season will by the fastest available means of transportation report to the Club to which he is traded or by which he is claimed. Any veteran player who is traded or claimed during the preseason or regular season or any rookie player who is traded or claimed after the start of the regular season will receive first class air fare. All other players will be furnished coach air fare.

**ARTICLE 37  
POSTSEASON PAY**

**Section 1. System:** A four-tiered (“wild card” game, division playoff game, conference championship and Super Bowl game) play-off system will be used and continued throughout the term of this Agreement. Any player on a Club that has earned a first-round bye will be paid an amount equal to the amount received by players on a non-Division Winner participating in a “wild card” game for that Club’s bye week, provided such player is on the Club’s 53-player Active/Inactive List or the Club’s Reserve/Injured List as of the Sunday immediately preceding such Club’s Division Play-off game.

**Section 2. Compensation:** A player who qualifies will receive the following amount for each postseason game played:

(in \$000's)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
<b>Wild Card</b>											
Div. Winner	\$33.00	\$42.50	\$46.50	\$50.50	\$54.50	\$58.50	\$64.50	\$70.50	\$76.50	\$82.50	\$88.50
(Other or First-Round Bye)	\$30.00	\$37.50	\$41.50	\$45.50	\$49.50	\$53.50	\$59.50	\$65.50	\$71.50	\$77.50	\$83.50
<b>Div. Playoff</b>	\$33.00	\$42.50	\$46.50	\$50.50	\$54.50	\$58.50	\$64.50	\$70.50	\$76.50	\$82.50	\$88.50
<b>Conf. Champ.</b>	\$59.00	\$65.00	\$69.00	\$73.00	\$77.00	\$81.00	\$87.00	\$93.00	\$99.00	\$105.00	\$111.00
<b>Super Bowl</b>											
(Winning Team)	\$130.00	\$150.00	\$157.00	\$164.00	\$171.00	\$178.00	\$188.00	\$198.00	\$208.00	\$218.00	\$228.00
(Losing Team)	\$65.00	\$75.00	\$82.00	\$89.00	\$96.00	\$103.00	\$113.00	\$123.00	\$133.00	\$143.00	\$153.00

**Section 3. Wild Card Game; Division Play-off Game:** A player who is on the Active List, Inactive List, or Injured Reserve List of a Club at the time of the game in question will be paid the full amount designated in Section 2 above for that game.

**Section 4. Conference Championship; Super Bowl Game:**

(a) A player who at the time of the game in question is and has been on the Active List or Inactive List of a Club participating in the game for at least three previous games (i.e., regular or postseason) will receive the full amount designated in Section 2 for such game.

(b) A player who at the time of the game in question is and has been on the Active List or Inactive List of a Club participating in the game for less than three previous games (i.e., regular or postseason) will receive one-half the amount designated in Section 2 for such game.

(c) A player who at the time of the game in question is not on the Active List or Inactive List of a Club participating in the game but was on the Active or Inactive List for eight or more games (i.e., regular or postseason) will receive the full amount designated in Section 2 for such game provided he is not under contract to another Club in the same Conference at the time of the game in question.



(d) A player who at the time of the game in question is not on the Active List or Inactive List of a Club participating in the game, but who was on the Club's Active List or Inactive List for at least three and not more than seven games (i.e., regular and postseason) will receive one-half the amount designated in Section 2 for such game, provided he is not under contract to another Club in the same Conference at the time of the game in question.

(e) A veteran player injured during the regular season and removed from the Active List or Inactive List of a Club participating in the game in question for reason of injury will receive the full amount designated in Section 2 for such game provided he is still under contract to the Club at the time of the game.

(f) If a first-year player is injured during the regular season and, as a result, is removed from the Active List or Inactive List of a Club participating in the game in question, he will receive one-half ( $\frac{1}{2}$ ) the amount designated in Section 2 above for such game, provided that he is still under contract to the Club at the time of the game and had signed an NFL Player Contract or Practice Squad Contract during a prior League Year.

(g) If a veteran player who completed the season in which his fourth year or more of Credited Service under the Bert Bell/Pete Rozelle NFL Player Retirement Plan was earned is injured during the preseason and, as a result, is removed from the Active List or Inactive List of a Club participating in the game in question, he will receive the full amount designated in Section 2 for such game provided that he is still under contract to the Club at the time of the game.

(h) If a veteran player who has not completed the season in which his fourth year of Credited Service under the Bert Bell/Pete Rozelle NFL Player Retirement Plan has been earned is injured during the preseason and, as a result, is removed from the Active List or Inactive List of a Club participating in the game in question, he will receive one-half ( $\frac{1}{2}$ ) the amount designated in Section 2 for such game provided that he is still under contract to the Club at the time of the game.

(i) If a first-year player is injured during the preseason and, as a result, is removed from the Active List or Inactive List of a Club participating in the game in question, he will receive one-quarter ( $\frac{1}{4}$ ) of the amount designated in Section 2 above for such game provided that he is still under contract to the Club at the time of the game and; (A) he was on that Club's Practice Squad for eight or more games in a prior League Year; or (B) he received at least one, but fewer than three, regular season game checks while on that Club's Active or Inactive or Reserve Injured list during a prior League Year.

(j) The definitions of "veteran player" and "first-year player" set forth in Article 23, Section 1 shall apply to Subsections (e)–(i) above. A player who has not signed an NFL Player Contract or NFL Practice Squad Contract during a previous NFL season is not entitled to postseason pay under Subsections (e)–(i) above.

**Section 5. Payment:** Players will be paid under this Article within fifteen (15) days after the game in question has been played.

**ARTICLE 38  
PRO BOWL GAME**

**Section 1. Compensation:** Players on the teams in any AFC-NFC Pro Bowl game will receive the following amounts:

(in \$000's)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
(Winning Team)	\$74	\$80	\$84	\$88	\$92	\$96	\$100	\$104	\$108	\$112	\$116
(Losing Team)	\$37	\$40	\$42	\$44	\$46	\$48	\$50	\$52	\$54	\$56	\$58

**Section 2. Selection:** Players will be selected for any Pro Bowl game on the basis of ballots cast by fans, players and coaches, with the total votes cast by each such group weighted equally (33.33% each). Fan ballot results will be based on total votes received. Players' and coaches' ballots will be in accordance with the procedures currently in effect. The NFLPA player representative or his alternate will conduct the balloting of the players on each team in accordance with the same procedure used by the NFL for the coaches. The NFLPA will actively cooperate with the NFL to ensure participation in the game and prompt reporting by players selected. Any Pro Bowl incentive clauses in Player Contracts signed prior to the effective date of this Agreement shall be earned and paid in accordance with this selection process.

**Section 3. Spouses:** Airplane, hotel and meal allowances will be provided for players' spouses who attend any Pro Bowl game.

**Section 4. Injury:**

(a) In the event a player is injured in a Pro Bowl Game or practice ("Pro Bowl Injury") and as a direct result of such injury the player is unable to perform in any regular season game in the immediately following NFL season, he shall be deemed an "Injured Player" for the purpose of this Article.

(b) If at the time of his Pro Bowl Injury an Injured Player has an NFL Player Contract for the immediately following NFL season, the player will be paid by his Club the weekly installments of his salary covering the games missed.

(c) If at the time of his Pro Bowl Injury an Injured Player does not have an NFL Player Contract for the immediately following NFL season and does not sign such a contract, the player will be paid for each regular season game missed ("Injury Compensation"). Injury Compensation shall equal one-sixteenth (1/16<sup>th</sup>) of the greater of: (i) one hundred and ten percent (110%) of the player's prior year's Paragraph 5 Salary; or (ii) "Pro Bowl Starter's Pay," as that term is defined in Section 4(d) below.

(d) For the purpose of this Article, the term "Pro Bowl Starter's Pay" means one hundred and fifty percent (150%) of the average of the prior year's Paragraph 5 Salaries (e.g., 2020 Paragraph 5 Salaries for the Pro Bowl Game to be played in the 2020 League Year) for all NFL players who started eight or more games at the playing position at which the Injured Player was voted to or selected for the Pro Bowl Game except with respect to kickers, punters, and long snappers, whose equivalent Pro Bowl Starter's Pay shall equal one hundred and fifty percent (150%) of the average of the prior year's 2020 Paragraph 5

Salaries for the players at those respective positions who were on the 48-player roster for the most games during the 2020 regular season with their respective Clubs. For return specialists and special teams players, “Pro Bowl Starter’s Pay” shall equal one hundred and fifty percent (150%) of the average of the prior year’s 2020 Paragraph 5 Salaries for the players at those respective positions who were listed on the Position Guide by their respective Clubs for selection to the 2020 League Year Pro Bowl. Pro Bowl Starter’s Pay shall be calculated on an annual basis, as described in this Section 4(d).

(e) Injury Compensation, as described in Section 4(c) above, shall be deemed a “Benefit” under Article 12, Section 2(a), subject to further terms and conditions set forth in Section 4(f) below.

(f) If an Injured Player described in Section 4(c) above signs an NFL Player Contract for the immediately following NFL season, then: (i) all Injury Compensation paid to the player prior to signing such Player Contract shall be deemed a Benefit under Article 12, Section 2(a); (ii) if the Paragraph 5 Salary specified in the Player Contract is greater than or equal to the Injury Compensation to which the player would otherwise be entitled under Section 4(c) above, the player shall not be entitled to receive Injury Compensation. In such a case, the signing Club shall be responsible for paying the player’s weekly Paragraph 5 Salary for regular season games missed by the player, and such amounts shall not be deemed a Benefit under Article 12, Section 2(a), but shall be considered Salary and charged to the Club’s Team Salary; and (iii) if the Paragraph 5 Salary specified in the Player Contract is less than the Injury Compensation to which the player is entitled under Section 4(c) above, the signing Club shall be responsible for paying the player’s weekly Paragraph 5 Salary for regular season games missed by the player, and such amounts shall not be deemed a Benefit under Article 12, Section 2(a), but shall be considered Salary and charged to the Club’s Team Salary. In such a case, the player shall also receive the Injury Compensation to which he is entitled under Section 4(c) above, net of the weekly Paragraph 5 Salary paid to the player by the Club (“Adjusted Injury Compensation”) for games missed by the player. For any game missed by an Injured Player, under no circumstances shall such player receive, with respect to Paragraph 5 Salary, more than: (i) the stated amount of his weekly Paragraph 5 Salary, if such amount is greater than or equal to the Injury Compensation to which the player would otherwise be entitled for such game; or (ii) the stated amount of his weekly Paragraph 5 Salary plus Adjusted Injury Compensation, if the player’s weekly Paragraph 5 Salary is less than the Injury Compensation to which player is entitled for such game. The player’s Adjusted Injury Compensation shall be deemed a Benefit under Article 12, Section 2(a).

(g) In addition to the payments described in Sections 4(b) through 4(f) above, a player who sustains a Pro Bowl Injury may also qualify to receive a lump-sum payment in the amount of \$1 million if the injury is among those listed in Category 1 (\$1 Million Injuries) of Appendix T. In the alternative, the player may qualify to receive a lump-sum payment in the amount of \$500,000 if the injury is among those listed in Category 2 (\$500,000 Injuries) of Appendix T. In either case, the nature and extent of the injury must meet the criteria specified for such injury in the applicable category, and the player must undergo any specified repair, reconstructive surgery or other treatment within the time period stated in the applicable category (e.g., “Category 1 Injuries (\$1 Million): 1) Torn

Anterior Cruciate Ligament – The tear must be high grade and require repair/reconstructive surgery or other treatment within fifty (50) days of the date of injury.”). An Injured Player may qualify to receive payment under Category 1 or Category 2 of Appendix T whether or not: (i) the player has an NFL Player Contract for the immediately following NFL season; or (ii) the player is unable to perform in any regular season game in the immediately following NFL season. Any payment made to an Injured Player under this Section 4(g) shall be deemed a Benefit under Article 12, Section 2(a).

(h) Any Injured Player who is unable to participate in all or part of the Pro Bowl Game as the result of a Pro Bowl Injury shall nevertheless be paid the Winning Team Share or the Losing Team Share specified in Section 1 of this Article, as applicable.

**Section 5. Payment:** Players will be paid for any Pro Bowl game within fifteen (15) days after the game is played.

**Section 6. Applicability:**

(a) The NFL shall, in its sole discretion, determine the time and location of any Pro Bowl game, provided that the NFL will consult with the NFLPA prior to making any such determination. If players competing in the Super Bowl cannot feasibly participate in the Pro Bowl because of the timing or location of the Pro Bowl game, they shall nevertheless be compensated in accordance with the following rules: (i) notwithstanding anything in this Agreement to the contrary, such players shall receive the applicable compensation provided for in this Article as if they had actually participated in the Pro Bowl game, provided that the player would have been physically able to participate in such game; (ii) with respect to such players whose NFL Player Contracts include player or Club contract rights that are conditioned, whether in whole or in part, upon the player’s participation in any Pro Bowl game, any such player who fails to participate in such game *solely* because his Club is participating in the Super Bowl shall be deemed to have participated in such Pro Bowl game for purposes of the player or Club contract rights provision set forth in the player’s contract; (iii) in the event a player is not physically able to participate in such Pro Bowl game, any question as to whether the conditions set forth in the relevant player or Club contract rights provision have been satisfied shall be resolved exclusively by the stated requirements of said contract provision, including, by way of example, but without limitation, any contract provision that requires the player’s participation “unless medically excused,” or words or conditions to that effect; (iv) nothing in this Article shall operate to add to, subtract from, or alter in any way any term or condition of any Pro Bowl-related player or Club contract right, as set forth in the player’s NFL Player Contract. By way of example, but without limitation, if the player’s contract contains a contract right that is conditioned upon the player’s election to such Pro Bowl “by first ballot and not as an alternate,” or words or conditions to that effect, said condition shall remain in full force and effect notwithstanding anything in this Article; and (v) in any League Year in which the Pro Bowl game rosters are selected on a basis other than conference affiliation, with the result that the parties are unable to determine whether such players competing in the Super Bowl would be on the roster of the winning or losing Pro Bowl team, then each such player shall nevertheless be compensated in accordance with this Section subject to the following modification: each such player shall receive, pursuant

to Section 1 above, the average of the winning and losing team amounts for that League Year, in lieu of the winning or losing amount specified therein. Any such compensation paid to any such player shall constitute a Player Benefit within the meaning of Article 12, Section 2(a). The foregoing Subsections 6(a)(i)-(iv) amend and supersede the NFL-NFLPA letter agreements dated January 28, 2011 and January 21, 2014, which are of no further force or effect.

(b) In any League Year, the NFL may elect, in its sole discretion, not to hold a Pro Bowl game. In such a case, the NFL shall replace the Pro Bowl game with another event (e.g., without limitation, an honors ceremony or NFL press release) that recognizes the accomplishments of outstanding NFL players, provided that the NFL will consult with the NFLPA prior to making its determination. Participation by a player in such a replacement event shall be voluntary. Players who are selected for recognition in such a replacement event, in accordance with the criteria and procedures set forth in Section 2 above, shall be paid the Pro Bowl incentive bonus, if any, in their Player Contract, for such selection. Selection to any replacement event under this Subsection shall be deemed the equivalent of selection to the Pro Bowl on the original ballot for purposes of Article 7, Section 4 (Proven Performance Escalator) and Article 7, Section 7 (Fifth-Year Option for First Round Selections) of this Agreement.

**ARTICLE 39**  
**PLAYERS' RIGHTS TO MEDICAL CARE AND TREATMENT**

**Section 1. Club Physician:**

(a) **Medical Credentials.** Each Club will have a board-certified orthopedic surgeon as one of its Club physicians (“Head Team Orthopedist”), and all other physicians retained by a Club to treat players shall be board-certified in their field of medical expertise. Each Club will also have at least one board-certified internist, family medicine, or emergency medicine physician (“Head Team Primary Care Sports Medicine Physician”). Each Club shall designate either its Head Team Orthopedist or its Head Team Primary Care Sports Medicine Physician as the “Head Team Physician.” Any Club medical physician (internist, family medicine or emergency medicine) or any Head Team Physician (orthopedic or primary care sports medicine) hired or appointed to that role after the effective date of this Agreement, must have one of the following:

- (i) A Certification of Added Qualification (CAQ) in Sports Medicine;
- or
- (ii) Certification by a current NFL Head Team Physician that the physician has:
  - a. Three (3) years affiliation with an NFL Club’s medical staff, during which the physician must have attended and participated in Training Camp(s), NFL Scouting Combine(s), and a minimum of sixteen (16) games (including preseason and away games); and
  - b. Comprehensive knowledge of the NFL Head, Neck and Spine Committee’s Concussion Protocol, the NFL Policy and Program on Substances of Abuse, the NFL Policy on Performance-Enhancing Substances, the NFL’s Behavioral Health Program, the NFL’s Pain Management Guidelines, the NFL’s policy on spinal injuries, the NFL Emergency Action Plan, the prevention, diagnosis and treatment of Heat-Related Illness; and the DICON Program for Infection Prevention in the NFL.

(b) **Team Consultants.** All Clubs shall have consultants with the following certifications:

- (i) Neurological: All Clubs are mandated to have a neurological consultant. The Club neurological consultant must be board certified in neurosurgery, neurology, sports medicine, emergency medicine, or physiatry (physical medicine and rehabilitation). If the designated physician is board certified in physiatry (physical medicine and rehabilitation), he/she must demonstrate extensive experience in mild and moderate brain trauma;
- (ii) Cardiovascular: Board certified in cardiovascular disease;
- (iii) Nutrition (athletes): licensed;
- (iv) Neuropsychologist: Ph.D and certified/licensed;
- (v) Behavioral Health Specialist (as set forth below); and
- (vi) Pain Management Specialist (as set forth below).

Other physicians who may not meet the requirements set forth in Sections 1(a) and 1(b) of this Article may serve as Team Consultants, provided that they work under the supervision of an existing, qualified physician as set forth in Section 1(a).

(c) **Credentials.** The parties shall jointly appoint an independent, third-party credentialing organization to verify that the medical professionals appointed satisfy the requirements of this Article 39 and possess the respective required medical credentials.

(d) **Head Team Physicians.** Within an individual Club, either the Head Team Orthopedist or the Head Team Primary Care Sports Medicine Physician, as applicable, shall have the exclusive and final authority to determine whether a player is cleared to return to participation in football activities. All Club personnel involved in performance optimization activities and/or other health-related issues (e.g., strength and conditioning coaches and sports performance staff) shall keep the Head Team Physicians fully informed regarding their activities with Players and shall in no event take any measures inconsistent with Players' medical care and management overseen by the Head Team Physicians. If the Head Team Physicians determine that any such areas involve medical care and management, the Head Team Physicians shall have the final authority to make, modify or override decisions in such areas. For the avoidance of doubt, this Subsection is not intended to impact a player's right to obtain a second opinion as provided in this Article, the Grievance procedures in Article 43 and Article 44 of this Agreement, or the Injury Protection and Extended Injury Protection procedures in Article 45 of this Agreement.

(e) **Medical Providers and Allegiance.** The cost of medical services rendered by Club physicians, Club Athletic Trainers, Physical Therapists, and other medical providers (together, "Club medical personnel") will be the responsibility of the respective Clubs, but the Club medical personnel's primary duty in providing player medical care shall be not to the Club but instead to the player-patient regardless of the fact that he/she or his/her hospital, clinic, or medical group is retained by the Club to diagnose and treat players. The Club medical personnel shall not disclose confidential player health information except as permitted. In addition, all Club medical personnel shall comply with all federal, state, and local requirements, including all ethical rules and standards established by any applicable government and/or other authority that regulates or governs the medical profession in the Club's city. All Club physicians are required to disclose to a player any and all information about the player's physical condition that the physician may from time to time provide to a coach or other Club representative, whether or not such information affects the player's performance or health. If a Club physician advises a coach or other Club representative of a player's serious injury or career threatening physical condition which significantly affects the player's performance or health, the physician will also advise the player in writing. The player, after being advised of such serious injury or career-threatening physical condition, may request a copy of the Club physician's record from the examination in which such physical condition was diagnosed and/or a written explanation from the Club physician of the physical condition.

**Section 2. Club Athletic Trainers:** By the opening of training camps for the 2021 Season, each Club shall employ or retain the services of at least one (1) athletic trainer to serve as the Head Athletic Trainer and two (2) additional athletic trainers to serve as Assistant Athletic Trainers on a full-time basis. Any individual hired for the first time after the execution of this Agreement to perform services as an athletic trainer for a Club must, as of the hiring date: (a) have a Master's Degree; (b) be a Member of the National Athletic Trainers Association (NATA) and be certified by the Board of Certification (BOC); and

(c) hold a current certification in Basic Cardiac Life Support or Basic Trauma Life Support. In addition to these requirements, any individual hired for the first time after the execution of this Agreement to perform services as a Head Athletic Trainer for a Club must, as of the hiring date, have at least five (5) years of experience as an athletic trainer since he/she first received the foregoing NATA/BOC certification and demonstrated experience working with elite athlete populations (i.e., Division I Collegiate, Olympic, or professional level athletes). Each Club must also employ or retain the services of at least one (1) full-time physical therapist. For the avoidance of doubt, the full-time physical therapist may also serve as one (1) of the two (2) Assistant Athletic Trainers if he or she meets the qualifications of both positions. Any individual hired for the first time after the execution of this Agreement to perform services as a physical therapist must have a Doctorate of Physical Therapy. All Athletic Trainers and Physical Therapists, regardless of dates of hiring, shall complete annual Continuing Education Units (CEUs)/Evidence Based Practices (EBPs) specific to concussion, heat acclimatization, behavioral health, and pain management.

**Section 3. NFLPA Medical Director:** The NFL recognizes that the NFLPA Medical Director has a critical role in advising the NFLPA on health and safety issues. Accordingly, the NFL agrees that the NFLPA Medical Director shall be a voting member of all NFL health and safety committees, including the following: (1) Accountability and Care Committee; (2) NFL Health and Safety Executive Committee; (3) General Medical Committee; (4) Musculoskeletal Committee; (5) Head, Neck and Spine Committee; (6) Pain Management Committee (as set forth below); (7) Comprehensive Mental Health and Wellness Committee (as set forth below); (8) Field Surface Safety & Performance Committee (as set forth below); and (9) Engineering and Equipment Safety Committee (as set forth below), and their related subcommittees. The preceding sentence shall not limit or restrict the NFL Chief Medical Officer's ability to consult with and/or seek counsel from experts regarding medical, scientific and/or other health and safety-related subjects without the involvement of the NFLPA Medical Director. The NFLPA Medical Director shall have access to all of the same data, records and other information provided to the NFL and/or any other members of NFL health and safety committees, including to the Injury Surveillance System's data. The NFLPA shall have access to the Injury Surveillance System's data. If the NFLPA or the NFLPA Medical Director requests, on behalf of the NFLPA, that any data analysis be conducted, the cost of that analysis shall be borne by the NFLPA. The Parties agree that data for use in medical research shall be disseminated in accordance with the agreed-upon Medical Research Protocol, as set forth in this Article and in Appendix X of this Agreement.

**Section 4. Emergency Action Plan:** The parties shall jointly select an expert in the field of emergency medicine (the "EAP Expert") to help them establish minimum standards, protocols, and a standardized format for an Emergency Action Plan ("EAP") that shall be required to be submitted by every NFL Club to address player medical, cardiac and/or surgical emergencies that occur at games hosted at their home stadium, as well as at the practice facility (if different from the game day venue). The EAP Expert will also be responsible for reviewing every EAP submitted and offering an opinion as to whether such EAP meets the criteria set forth by the parties. The parties (through the NFL Chief



Medical Officer and the NFL Players Association Medical Director) must review all EAPs prior to the start of the season and, following consideration of the EAP Expert's opinion, approve, deny, or request modification of the submitted EAP. Every NFL Club is required to have an approved EAP in place prior to their first preseason home game. At the end of each season, the parties, in consultation with the retained expert, shall review the minimum requirements for EAPs and update as appropriate (any changes requires consent of both parties). The EAP requirements shall be published to every NFL Club prior to March 15 of each year to ensure that Club medical staffs have adequate notice of any changes.

(a) **Emergency Action Plan Components.** EAPs shall, at a minimum:

(i) Identify a suitable Level I or Level II Trauma Center to which neurological, medical, cardiac and/or surgical emergencies shall be transported.

(ii) Identify a suitable group of Airway Management Physicians (AMPs) (see Subsection (b) below);

(iii) Define the method of transport and route(s);

(iv) Schedule at least two drills that must be completed prior to the Club's first preseason home game, one at the practice facility and one at the stadium venue. The drills must address the following scenarios (at a minimum):

- Spine/head trauma
- Isolated head trauma
- Heat Illness
- Cardiac arrest/arrhythmia
- Truncal Trauma w/ hypotension

(v) Contain a listing of Visiting Team Medical Liaison (VTML) physicians available for Clubs visiting the Club's home city to coordinate local medical care and prescriptions, if necessary.

(b) **Airway Management Physician.** Every NFL Club is required to provide an Airway Management Physician (AMP) at every home game hosted by the Club. Each Club must identify at least two but not more than four physicians that they intend to retain to serve as an AMP for the upcoming season by July 1. The EAP Expert shall review each physician proposed and make a recommendation as to whether the physician recommended is suitable for the role. The parties (through the NFL Chief Medical Officer and NFLPA Medical Director) must jointly approve a physician in order for him/her to be retained by a Club to serve as an AMP. In order to serve as an NFL Club's AMP, a physician must have the following qualifications:

(i) Board certified in Emergency Medicine or Anesthesia.

(ii) Credentialed at a Level I or Level II trauma center where (s)he performs a minimum of eight intubations and airway management in a trauma resuscitation environment annually. It is preferred that AMPs have privileges at the trauma center designated by the EAP.

(iii) Capable, at a minimum, of performing airway management via rapid-sequence intubation, laryngeal mask airway, and/or video laryngoscopy.

(iv) Capable of performing intubations with the patient on the ground and on a stretcher in an on-field environment.

(v) Experienced in using capnometry post-intubation or post-airway control, including maintaining eucapnia in head-injured patients.

**Section 5. Accountability and Care Committee:**

(a) The parties agree to establish an Accountability and Care Committee, which will provide advice and guidance regarding the provision of preventive, medical, surgical, and rehabilitative care for players by all Clubs during the term of this Agreement. The Committee shall consist of the NFL Commissioner and the NFLPA Executive Director (or their designees). In addition, the Commissioner and Executive Director shall each appoint three additional members of the Committee, who shall be knowledgeable and experienced in fields relevant to health care for professional athletes.

(b) The Committee shall meet in person or by conference call at least twice per year, or at such other times as the Commissioner and Executive Director may determine.

(c) The Committee is charged with the following responsibilities:

(i) Encourage and support programs to ensure outstanding professional training for team medical staffs, including by recommending credentialing standards and continuing education programs for Team medical personnel; sponsoring educational programs from time to time; advising on the content of scientific and other meetings sponsored by the NFL Physicians Society, the Professional Football Athletic Trainers Association, and other relevant professional institutions; and supporting other professional development programs;

(ii) Develop a standardized preseason and postseason physical examination and educational protocol to inform players of the primary risks associated with playing professional football and the role of the player and the team medical staff in preventing and treating illness and injury in professional athletes;

(iii) Conduct research into prevention and treatment of illness and injury commonly experienced by professional athletes, including patient care outcomes from different treatment methods;

(iv) Conduct a confidential player survey at least once every three years to solicit the players' input and opinion regarding the adequacy of medical care provided by their respective medical and training staffs and commission independent analyses of the results of such surveys;

(v) Assist in the development and maintenance of injury surveillance and medical records systems;

(vi) Develop and issue joint position statements on health and safety issues relevant to and impacting professional football players (e.g., CTE, concussion, lower extremity injuries);

(vii) Annually review and develop a mandatory education program concerning health and safety issues relevant to NFL players, including but not limited to, concussion, CTE, and NFL injury data, to be presented to all NFL players by the parties throughout the course of each NFL Season;

(viii) Analyze and provide recommendations regarding injury trends;

(ix) Coordinate public statements by the NFL, NFL Players Association, Clubs and other interested parties regarding football-related health and safety issues;

(x) Beginning with the 2020 regular NFL Season, conduct an annual comprehensive review of Club rehabilitation equipment, facilities and modalities, and thereafter establish and implement minimum standards concerning these areas. The NFLPA shall have the right to commence a Non-Injury Grievance pursuant to Article 43 of this Agreement should a player or the NFLPA believe that a Club's equipment, facilities or modalities have failed to meet the standards set by the Committee or presents an undue risk of injury. Should the NFLPA file such a grievance, the Parties will arrange an inspection of such facility. If a deviation from the standards set by the Committee or an unduly unsafe condition is found, the Club will be given a reasonable opportunity to cure. If the Club contests whether a condition fails to meet the standards set by the Committee or is unduly unsafe, the Non-Injury Grievance will proceed, and a Non-Injury Grievance arbitrator will decide whether a deviation from the Committee's standards has occurred or whether a condition is unduly unsafe. If the Non-Injury Grievance Arbitrator finds a deviation or determines that a facility, equipment or modality is unduly unsafe, he or she will issue an order to cure;

(xi) Review any proposed playing rules changes for health and safety impact;

(xii) Examine any subject related to player safety and welfare it desires, and make non-binding recommendations to the parties; and

(xiii) Undertake such other duties as the Commissioner and Executive Director may assign to the Committee.

(d) A player may submit a complaint to the Committee regarding Club medical care. The complaint shall be referred to the NFLPA, the League and the player's Club, which together shall determine an appropriate response or corrective action if found to be reasonable. The Committee shall be informed of any response or corrective action. Nothing in this Article, or any other Article in this Agreement, shall be deemed to impose or create any duty or obligation upon either the League or NFLPA regarding diagnosis, medical care and/or treatment of any player.

(e) Each Club shall use best efforts to provide its players with high quality medical care appropriate to their needs as elite professional football players consistent with professional standards for the industry.

(f) Separate from and in addition to the procedures set forth in Subsection (d) above, any player or Club, the League or the NFLPA shall have the right to commence an investigation before the Committee concerning the health, safety or medical care provided by Club-affiliated personnel. Within 60 days of the initiation of an investigation, two or more neutral physicians (or other subject-matter experts) will be selected to investigate and report to the Committee on the situation. The neutral physicians shall issue a written report within 60 days of their selection, and their recommendations as to what steps shall be taken to address and correct any issues shall be acted upon by the Parties.

(g) A joint subcommittee of the Accountability and Care Committee, as set forth in this Article, shall analyze injury information and data from performance tracking technology to study training methods, practices and drills that may lead to injuries, focusing on training camp and preparation for training camp, including without limitation, any conditioning testing. The subcommittee will also analyze whether Offseason Workout

and training camp loads affect regular season performance and injury rates. The subcommittee will also endeavor to make recommendations or identify best practices that NFL players and Clubs may follow to ensure players are sufficiently conditioned, including evaluating any Club conditioning tests, and prepared for the start of the Offseason Program and training camp, including a training camp “Acclimation Period.” The results of the subcommittee’s analysis will be available to the NFL and the NFLPA but will not be publicly disseminated unless authorized pursuant to the NFL Player Scientific & Medical Research Protocol, as set forth in Section 18 of this Article and Appendix X of this Agreement. Performance tracking technology data will be returned to the Clubs following the subcommittee’s work and may not be retained, distributed or used for other purposes by the subcommittee or its members. The subcommittee does not have the authority to bind either Party. The Parties shall negotiate in good faith to determine what actions, if any, are appropriate in light of the subcommittee’s recommendation(s).

**Section 6. Player’s Right to a Second Medical Opinion:** A player will have the opportunity to obtain a second medical opinion. As a condition of the Club’s responsibility for the costs of medical services rendered by the physician furnishing the second opinion, such physician must be board-certified in his field of medical expertise; in addition, (a) the player must consult with the Club physician in advance concerning the other physician; and (b) the Club physician must be furnished promptly with a report concerning the diagnosis, examination and course of treatment recommended by the other physician. A player shall have the right to follow the reasonable medical advice given to him by his second opinion physician with respect to diagnosis of injury, surgical and treatment decisions, and rehabilitation and treatment protocol, but only after consulting with the Club physician and giving due consideration to his recommendations.

**Section 7. Player’s Right to a Surgeon of His Choice:** A player will have the right to choose the surgeon who will perform surgery provided that: (a) the player will consult unless impossible (e.g., emergency surgery) with the Club physician as to his recommendation regarding the need for, the timing of and the doctor who should perform the surgery; (b) the player will give due consideration to the Club physician’s recommendations; and (c) the surgeon selected by the player shall be board-certified in his field of medical expertise. Any such surgery will be at Club expense; provided, however, that the Club, the Club physician, trainers and any other representative of the Club will not be responsible for or incur any liability (other than the cost of the surgery) for or relating to the adequacy or competency of such surgery or other related medical services rendered in connection with such surgery.

**Section 8. Standard Minimum Preseason Physical:** Each player will undergo the standardized minimum preseason physical examination and tests outlined in Appendix K, which will be conducted by the Club physician(s) as scheduled by the Club. A copy of the Preseason Physical exam results will be provided to the player via the player’s Electronic Medical Record. No Club may conduct its own individual testing for anabolic steroids and related substances or drugs of abuse or alcohol.

**Section 9. Substance Abuse and Performance-Enhancing Substances:**

**General Policy.** The Parties agree that substance abuse and the use of performance-enhancing substances are unacceptable within the NFL, and that it is the responsibility of the Parties to deter and detect the use of performance-enhancing substances and to offer programs of intervention, rehabilitation, and support to players who have substance abuse problems. Accordingly, in fulfillment of these objectives, the Parties have agreed upon The Policy and Program on Substances of Abuse and the Policy on Performance-Enhancing Substances, which are incorporated into this Agreement.

**Section 10. Club Visiting Team Locker Rooms:** By the opening of training camp for the 2021 season, each Club shall take reasonable steps to ensure that all visiting team locker rooms contain the following minimum facilities: six (6) urinals; four (4) toilets; twenty (20) showers; and one (1) private medical examination room.

**Section 11. Field Surface Safety & Performance Committee:** In furtherance of NFL and the NFLPA's ongoing efforts and express intention to enhance the safety and performance of NFL field surfaces and playing areas, and thereby advance the safety and protect the health of NFL players, the Parties have agreed:

(a) To establish a joint committee to provide advice and guidance regarding the safety, performance, and testing practices of NFL game-day and practice field surfaces and thereby improve and protect the safety and health of NFL players. The Field Surface Safety & Performance Committee shall perform research and advise the Parties regarding (i) injury prevention, (ii) improved field surface testing methods, (iii) the adoption of tools and techniques to evaluate and improve field surface performance/playability (e.g., metrics to gauge minimum softness; quantitative cover ratings; measuring head impact criteria), (iv) establish and implement safety and performance testing metrics for NFL game-day and practice field surfaces, and (v) undertake such other duties as the Parties may assign.

(b) The Field Surface Safety & Performance Committee shall consist of (i) two (2) subject matter experts, one selected by each Party, (ii) the NFLPA Medical Director and the NFL Chief Medical Officer, and (iii) one (1) representative from each Party. The Committee shall meet in person or by conference call at least two (2) times per year.

(c) The Field Surface Safety & Performance Committee shall review the Mandatory Practices for the Maintenance of Natural and Synthetic Surfaces for NFL Games (the "Mandatory Practices") and the Mandatory Field Wall Padding and Non-Slip Surfaces Policy and agree upon improvements, as necessary. Every stadium in which an NFL game is to be played must be in compliance with the Committee's revised Mandatory Practices prior to the beginning each NFL season. The Committee will regularly review its mandatory and recommended practices and agree upon updates and improvements as necessary.

(d) The NFL Stadium Playing Area Inspection Program will test NFL playing and practice surfaces to ensure that they are in compliance with the Mandatory Practices (and the mandatory practices and metrics set forth by the Field Surface Safety & Performance Committee pursuant to this Section) and to ensure that every NFL Stadium is in compliance with the Mandatory Field Wall Padding and Non-Slip Surfaces Policy. To the extent any playing area is found to be out of compliance, that stadium field manager must initiate remedial measures in coordination with the NFL Football Operations Department.

For field surfaces that are found to be out of compliance, the NFL will update the NFLPA's designee(s) regularly about the remedial measures, including the scheduling of additional testing. In furtherance of the foregoing, any field surface where flooring or staging is to be used on the field for an extended period of time prior to and within one (1) day of an NFL game (e.g., concerts, Hall of Fame ceremony), the stadium field manager (or other NFL designee) shall provide at least three (3) days' advance notice to NFL Football Operations. The NFL will notify the NFLPA designee(s) of the same and the NFL's Playing Area Inspector and NFLPA's field testing consultant shall have an opportunity to confirm compliance with the Mandatory Practices *after* such flooring or staging has been removed. In the event any playing surface is found to be out of compliance on game day, that stadium field manager shall initiate remedial measures as appropriate in coordination with the NFL Football Operations Department and the NFL will immediately notify the NFLPA's designee(s) and take all reasonable measures to remedy. Should a player or the NFLPA allege that an NFL Stadium is not in compliance with the Mandatory Practices, as applicable, or any other metrics or standards set by the Field Surface Safety & Performance Committee pursuant to this Section, the NFLPA shall have the right to commence a Non-Injury Grievance pursuant to Article 43 of this Agreement.

(e) The NFLPA's designated field surface consultant will be granted equal access to all NFL playing fields and field test results. For the avoidance of doubt, this access includes non-traditional venues (e.g., London, Mexico City, Hall of Fame Game). The NFLPA's field surface consultant will coordinate site visits with the NFL's Playing Area Inspector.

(f) Any research conducted by the Joint Field Surface Safety & Performance Committee shall be conducted in conjunction with the Joint Engineering and Equipment Safety Committee and funded by the Joint Contribution Amount, as set forth in the following Section

**Section 12. Joint Engineering and Equipment Safety Committee:** The NFL and NFLPA shall establish a Joint Engineering and Equipment Safety Committee to provide advice and guidance regarding the safety and performance of playing equipment used by NFL players. The Committee shall consist of the NFL Chief Medical Officer, the NFLPA Medical Director, and two (2) appointees designated by each of the NFL Chief Medical Officer and the NFLPA Medical Director, who shall be knowledgeable and experienced in engineering and other fields relevant to the safety of playing equipment used by professional football players. Each member of the Committee shall have one vote. The Committee is charged with the following responsibilities: (i) develop and implement testing protocols to evaluate and test playing equipment used by NFL players; (ii) develop standards and metrics that NFL players' equipment must meet in order to be used by any NFL player during an NFL game or practice; and (iii) such other duties as the Parties may assign. Should the Joint Engineering and Equipment Safety Committee determine that any playing equipment does not meet the standards and metrics developed by the Committee, the Committee shall have the authority to prohibit the use of any such equipment by NFL players. The Committee's determinations concerning whether any particular equipment will not be permitted to be used in NFL games and practices shall be binding. Research conducted by the Joint Engineering and Equipment Safety Committee shall be

funded by the Joint Contribution Amount as set forth in Article 12, Section 5 of this Agreement. For purposes of clarity, the Parties shall have joint control over such funding.

**Section 13. Sleep Studies:** For purposes of this Section “Sleep Studies” shall mean any effort to test, monitor, observe, analyze or collect information on or in connection with the sleep activity of an NFL player or players, without limitation, through the use of wearable sleep trackers and any future iterations thereof. This Section does not and is not intended to affect a Club physician’s ability to order sleep testing of an individual player when clinically indicated (e.g., to determine if such player is suffering from a medical condition, such as sleep apnea). The Parties hereby agree that NFL Clubs may perform Sleep Studies, subject to the following limitations:

(a) Any NFL Club desiring to perform a Sleep Study must hire a qualified third-party company to conduct the Sleep Study,

(b) Sleep Studies will only be conducted during Organized Training Activities or preseason training camps. Sleep Studies may not be performed at any other time during the year unless approved, in writing, by the NFLPA. The NFLPA’s consent shall not be unreasonably withheld, and once given, will be effective for an entire NFL Season, unless the NFLPA rescinds such consent in writing during the season.

(c) Player participation in any Sleep Study is strictly voluntary. Clubs may not require player participation in a Sleep Study. Prior to conducting any Sleep Study, the Club shall inform each player in writing that such participation is voluntary.

(d) Each participating player shall own his individual data collected during participation in the Sleep Study. Throughout or at the conclusion of a Sleep Study, each participating player shall be given (i) a complete copy of his results from the Study and (ii) the prescriptive performance plan used to improve player’s sleep, if applicable. Ownership of any and all data collected during the course of a Sleep Study shall remain with the individual player(s) participating in the Sleep Study. Participation in a Sleep Study shall not require or cause a player to transfer ownership of his data to the Club or any other third-party. No exchange or transfer of player data collected during the course of a Sleep Study will result in a transfer or change of ownership.

(e) The data and information collected from a player participating in a Sleep Study may not be shared with or transferred to the Club unless or until such player provides informed written approval of such transfer. If player gives such consent, the resulting data will only be shared with the Club medical, sports performance and athletic training staffs. Notwithstanding the foregoing, a Club may require a player to provide written consent for the transfer of his individual Sleep Study data as a prerequisite to the Club paying for the player’s participation in the Sleep Study. Such consent, once given, may not be rescinded. In the event a player opts not to participate in a Sleep Study, the Club may give the player the option to contract directly with the third-party company for the same services.

(f) Information arising from a Sleep Study and transferred to the Club shall not be used by the Club or any third-party for any purpose other than supporting player health and/or performance through improving sleep habits. If a player consents to transfer data to his Club, the receiving Club shall not transfer player data to the NFL, any other NFL Club, or other third-party. Any and all data/information collected during a Sleep

Study must remain separate from and not be entered into or used in connection with a player's electronic medical record. Clubs must have policies in place that ensure the confidentiality, privacy, and security of any and all data/information collected during Sleep Studies. Clubs must ensure that all those involved, directly or indirectly, in a Sleep Study take all appropriate steps to protect personally identifiable information of the player participants from disclosure and ensure compliance with all applicable laws. No data/information collected during a Sleep Study may be sold or transferred to third parties.

(g) NFL Clubs intending to conduct a Sleep Study must notify the NFL Management Council of their intention to do so, indicating the intended date(s) of the testing and identifying the third-party company retained to conduct such testing and forwarding a copy of the player consent form to be used in connection with the testing. The NFL Management Council will forward that information to the NFLPA to ensure compliance with this Section.

**Section 14. Club-Wide Biospecimen Collection:** For purposes of this Section "Club-Biospecimen Collection" shall mean any effort to collect, monitor, analyze information on or in connection with the blood, urine or other biospecimen. The provisions of this Section shall not affect a Club physician's ability to order blood or other biospecimen collection and/or testing of an individual player when he or she determines it is clinically indicated (e.g., to determine if such player is suffering from a medical condition at the player's request or based on the physician's clinical judgment). NFL Clubs may not perform Club Biospecimen Collection without the prior written approval of the NFL Players Association. Approved Club Biospecimen Collection is subject to the following limitations:

(a) Player participation in any Biospecimen Collection is strictly voluntary. Clubs may not require player participation in a Club Biospecimen Collection. Prior to conducting any Club Biospecimen Collection, the Club shall inform each player in writing that such participation is voluntary.

(b) Each participating player shall own his individual data collected during participation in the Club Biospecimen Collection. Throughout or at the conclusion of a Club Biospecimen Collection, each participating player shall be given (i) a complete copy of his results from the Collection and (ii) any treatment or medical recommendations, if applicable. Ownership of any and all data collected during the course of a Club Biospecimen Collection shall not require or cause a player to transfer ownership of his data to the Club or any other third-party. No exchange or transfer of player data collected during the course of a Club Biospecimen Collection will result in a transfer or change of ownership.

(c) The data and information collected from a player participating in a Club Biospecimen Collection may not be shared with or transferred to the Club unless or until such player provides informed written approval of such transfer. If a player gives such consent, the resulting data will only be shared with the Club medical, sports performance and athletic training staffs. Notwithstanding the foregoing, a Club may require a player to provide written consent for the transfer of his individual data as a prerequisite to the Club paying for the player's participation in the Collection.

(d) Information arising from a Club Biospecimen Collection and transferred to the Club shall not be used by the Club or any third-party for any purpose other than



supporting player health and/or performance. If a player consents to transfer data to his Club, the receiving Club shall not transfer player data to the NFL, any other NFL Club, or other third-party. Clubs must have policies in place that ensure the confidentiality, privacy, and security of any and all data/information collected during Club Biospecimen Collections. Clubs must ensure that all those involved, directly or indirectly, in a Club Biospecimen Collection take all appropriate steps to protect personally identifiable information of the player participants from disclosure and ensure compliance with all applicable laws. No data/information collected during a Club Biospecimen Collection may be sold or transferred to third parties.

(e) NFL Clubs intending to conduct a Club Biospecimen Collection must notify the NFL Management Council of their intention to do so, indicating the intended date(s) of the testing and identifying any third parties involved in conducting such testing and forwarding a copy of the player consent form to be used in connection with the testing. The NFL Management Council will forward that information to the NFLPA to ensure compliance with this Section.

**Section 15. DICON:** The NFL and the NFLPA have consulted with the Duke Infection Control Outreach Network (“DICON”) regarding the risk of common infection to NFL Players. In order to address this risk, DICON has suggested a comprehensive program involving implementation of certain preventative measures at NFL Club facilities, the training of Club employees and education of NFL players about the risks presented by infection and practices that may reduce their susceptibility. The NFL and NFLPA jointly retain DICON to design and administer the “DICON Program for Infection Prevention in the NFL”. This Program, as outlined by DICON in the Parties’ agreement with DICON, includes:

- (a) the design of facility-specific protocols for each NFL Club;
- (b) education of players and relevant Club employees as to “best practices” for infection prevention;
- (c) development of response plans for MRSA and other transmissible infectious diseases;
- (d) presentations at the annual NFL Combine and NFL Rookie Symposium;
- (e) research on infectious disease in NFL Players and Facilities, as mutually agreed upon by the Parties;
- (f) outbreak investigation; and
- (g) such other tasks as deemed appropriate by the Parties.

The Parties agree that the NFL, or the individual Member Clubs, shall be responsible for the entire cost of this program.

**Section 16. NFL Head, Neck and Spine Committee’s Concussion Diagnosis and Management Protocol:** The NFL’s Head, Neck and Spine Committee has developed a comprehensive set of protocols regarding the diagnosis and management of concussions in NFL players (the “Concussion Protocol”). The Concussion Protocol, as agreed upon by the Parties, is incorporated into this Agreement, as set forth in Appendix W. Fifty percent (50%) of the cost of administering the Concussion Protocol, including but not

limited to payments associated with Unaffiliated Neurotrauma Consultants and Certified Athletic Trainer Spotters and periodic training and education sessions associated with the Concussion Protocol shall be treated as a Player Benefit Cost (the allocation of this budget is subject to agreement between the Parties).

**Section 17. NFL Game Concussion Protocol Enforcement:** The prevention, diagnosis and management of concussion is important to the National Football League, its member clubs, the players, and the NFL Players Association. As required by this Article, the NFL Management Council, on behalf of the NFL, and the NFLPA, through their respective medical advisory committees, have developed a protocol to address the in-game evaluation and diagnosis of potential concussions, and the subsequent management and treatment of players diagnosed with concussions, entitled the NFL Game Day Protocols Regarding the Evaluation and Management of Concussion (“NFL Game Concussion Protocol”), which is incorporated by reference into Section 17 of this Article and Appendix W attached hereto. The NFL Game Concussion Protocol is a necessary component of player medical care in the NFL and is therefore deemed mandatory by the Parties. Pursuant to the joint and continuing obligations set forth in this Article, the Parties have agreed to evaluate and address the potential deviations from the NFL Game Concussion Protocol, as set forth below:

(a) **General Policy:** The NFL’s Head, Neck and Spine Committee, in consultation with the NFLPA’s Mackey-White Committee, have issued a mandatory NFL Game Concussion Evaluation and Management Checklist (“NFL Concussion Checklist” or “Checklist”), which provides a clear summary of the steps required by the currently existing NFL Game Concussion Protocol, following a specified triggering incident, and is attached to the Concussion Protocol set forth in Appendix W of this Agreement.

(b) **Enforcement:** The application of the NFL Concussion Checklist to evaluate potential concussions during NFL preseason and regular season games is mandatory. Club medical teams must complete every step in the Checklist. Pursuant to the NFL Game Concussion Protocol, a player identified as requiring evaluation under the terms of the NFL Concussion Checklist shall not be permitted to return to play until each step in the Checklist has been completed and the player has been cleared by the Club physician. A player’s failure to participate in the evaluation process shall preclude him from returning to play in that game. Should a Club employee or other member of the Club medical staff knowingly and materially fail to follow a mandatory step in the Checklist, they will be subject to discipline, as set forth herein:

1. The NFL Management Council and NFLPA shall each designate one (1) or more representatives to monitor the enforcement of the NFL Concussion Checklist and investigate potential deviations therefrom (the “Representatives”). In addition, the NFL and NFLPA’s designated medical advisors will be provided with copies of the Unaffiliated Neurotrauma Consultant (“UNC”) and Booth ATC reports from every game, when they are filed with the NFL.

2. The NFLPA, the NFL Management Council or any player involved in an alleged failure by a club employee or other member of a club’s medical staff to follow any of the mandatory steps required by the NFL’s Concussion Checklist shall each have the right (independently or collectively) to bring forward a complaint about such

alleged failure to the Representatives, which complaint shall be submitted in writing. The complaint shall be investigated and resolved by the NFL Management Council and the NFLPA as described herein.

3. Upon initiation of an investigation, the Representatives will have the authority to interview involved parties, witnesses and others reasonably believed to be in possession of information relevant to the inquiry (including players, league employees, club employees and members of the involved club's medical staff) and, upon request from any Representative, shall be provided, as quickly as reasonably possible, with a copy of all game film, other recorded evidence and any other documentation relevant to the investigation of the complaint. Such requests shall not be unreasonably denied. Representatives shall complete their investigation and produce a report of their findings within two (2) weeks following the filing of a complaint. These reports shall remain confidential. Neither party is required to share its report with the other. These reports shall not be publicly disseminated.

4. No later than three (3) weeks following the filing of a complaint, or sooner if practical, the Executive Director of the NFLPA and the NFL Deputy General Counsel, Labor shall be advised of the status of the investigation and shall attempt to determine if a violation occurred and, if so, the proper disciplinary response. If the Parties are unable to agree upon whether or not a violation occurred or the appropriate discipline that should be imposed within three (3) weeks following the filing of a complaint, the matter will be immediately referred to the Impartial Arbitrator (as established by Article 16), who will review the complaint under the authority of this Article, using the following standards and procedures:

a. Review: The Impartial Arbitrator shall determine: (1) whether a Club employee or member of a club's medical team knowingly and materially failed to follow any of the mandatory steps in the NFL Concussion Checklist and, if so, (2) whether there were any relevant mitigating or aggravating factors present in the incident, including, without limitation: (a) whether the deviation resulted from an ambiguity in the Checklist or its failure to address the facts triggering the underlying violation, (b) whether any player interfered with the club employee or medical team's ability to perform its duties, and (c) whether competitive concerns motivated the deviation.

The parties recognize the Impartial Arbitrator is not a medically-trained professional and therefore his or her review and decision shall be limited to whether or not all of the steps required by the NFL Concussion Checklist were followed or whether there was a knowing and material failure to follow any of the required steps. The Impartial Arbitrator shall not opine on the quality of the care provided or whether additional measures should have been taken.

b. Procedure: The Impartial Arbitrator shall conduct a hearing as soon as is reasonable (but no later than thirty (30) days following the date on which the matter is referred to the Impartial Arbitrator), using the following procedures:

The designated Representative(s) of the NFL and the designated Representative(s) of the NFLPA may present whatever documents, film, or summary they deem relevant to the Impartial Arbitrator's inquiry. The Impartial Arbitrator is free to request additional information or live witness testimony, should he or she determine that such additional evidence is relevant and necessary to a decision. Any party that is the subject of the inquiry shall have the right to participate in the proceeding and to present a defense.

Within one (1) week of the close of evidence, the Impartial Arbitrator will issue a written report to the NFL Commissioner, the NFLPA Executive Director and the involved parties detailing his or her findings as to: (1) whether a club employee or other member of a club's medical staff knowingly and materially failed to follow any of the mandatory steps required by the NFL Concussion Checklist and, if so, (2) whether there were any relevant mitigating or aggravating factors, including, without limitation: (a) whether the deviation resulted from an ambiguity in the Checklist or its failure to address the facts triggering the claimed underlying violation, (b) whether any player interfered with the medical team's ability to perform its duties, and (c) whether the deviation from the Protocol was motivated by competitive concerns. The Impartial Arbitrator shall not offer his or her opinion as to the appropriate discipline, if any, that should result from the violation.

(c) Discipline:

1. First Violation in a League-Year: In the event that the Impartial Arbitrator finds, or in the event that the NFL and NFLPA agree, that a club employee and/or a member of a club's medical staff knowingly and materially failed to follow any of the mandatory steps required by the NFL Concussion Checklist, the Commissioner shall impose discipline against the club by: (a) issuance of a letter of reprimand advising that club employee(s) and/or member(s) of the club's medical staff knowingly and materially violated the NFL Game Concussion Protocol, (b) requiring the club employees or medical team members involved with the deviation from the Protocol to attend remedial education; and/or (c) a fine against the club in an amount no more than Five Hundred Thousand Dollars (\$500,000); and any other discipline that the Commissioner deems warranted by the violation.

In the event that the Impartial Arbitrator finds, or the Parties agree, that the violation involved aggravating circumstances, the Club shall be subject, in the first instance, to a fine in an amount no less than One Hundred Thousand Dollars (\$100,000). In this regard, the Commissioner shall consider the Impartial Arbitrator's findings with regard to relevant aggravating factors in making his determination as to appropriate discipline.

2. Second and Subsequent Violation(s) in a League-Year: In the event that the Impartial Arbitrator finds, or in the event that the NFL and NFLPA agree, that a club is responsible for a second knowing and material failure to follow any of the mandatory steps required by the NFL Concussion Checklist in the same league year, regardless of whether such deviation was caused by the same employee and/or member of

a club's medical staff involved in the first incident, the Commissioner shall impose a fine of at least Two Hundred and Fifty Thousand Dollars (\$250,000) against the club plus whatever other measures he deems warranted.

The Commissioner shall consider the Impartial Arbitrator's findings with regard to relevant aggravating or mitigating factors in making his determination as to appropriate discipline.

3. Competitive Considerations: In the event that the NFL Commissioner determines that the violation of the NFL Concussion Checklist was motivated by competitive considerations (e.g., intent to leave player in game and knowingly, intentionally and materially disregard the Protocol in order to gain a competitive advantage) the Commissioner may require the club to forfeit draft pick(s) and additional fines exceeding those amounts set forth above.

(d) NFL Players: The Parties have determined that club medical teams must apply each step of the NFL Game Concussion Evaluation and Management Protocol when evaluating an NFL player for a potential concussion during an NFL game. The Parties also recognize that player participation and cooperation is essential to the diagnosis and management of this injury. To that end, the Parties shall jointly develop education and messaging to be shared with players on a regular basis, including, but not limited to, the importance of (i) reporting concussion symptoms and (ii) cooperating with team medical staffs in all areas of concussion care. For purposes of enforcement, if an NFL player interferes with the medical staff's ability to perform its duties under the Protocols, such interference shall be considered by the Parties or the Impartial Arbitrator as a mitigating factor and may serve as an affirmative defense to discipline under Section 4 (c) above.

(e) Fines: Beginning in the 2022 League Year, all fine amounts set forth in this Section shall increase by three percent (3%) each League Year. All fines shall be assessed and collected by the Commissioner pursuant to this Article and shall be used by the league in furtherance of its player-related medical and scientific research programs.

(f) Amendments: Any and all changes to the NFL Game Concussion Protocol and/or the NFL Concussion Checklist shall be subject to mutual agreement by the Parties. The Parties, through their respective medical advisory committees, shall regularly review the same and implement changes and improvements as necessary.

**Section 18. NFL Player Scientific & Medical Research Protocol:** This Section governs the protection, extraction and analysis of certain player health information from the NFL Electronic Medical Record System ("EMR") database as set forth in Article 40 of this Agreement, and its subsequent use and dissemination in furtherance of various player health and safety initiatives. This Section establishes guidelines for active or interventional research involving NFL players. Each request governed by this Section must follow the steps outlined in Appendix X to this Agreement— a failure to obtain the necessary consent/approval at any step in the process will result in the request being denied (i.e., where

the approval of multiple parties is required, the denial by any one party will result in the request being denied).

(a) **Data Set:** As part of the League's Injury Surveillance System, IQVIA collects and analyzes relevant data from the EMR regarding the occurrence of injuries and illnesses that may impact a player's ability to practice and play. IQVIA subsequently produces injury/illness reports, which encompass all reportable injuries and broadly describe analyses of injury occurrence, time trends, rates, examinations based on setting, player position, contact level, team activity, player activity, impact source and other factors potentially related to injuries, such as turn type, timing within the season, and severity of injury. Such data collection and reporting is not and will not be used for treatment purposes and IQVIA does not and will not have the ability to modify a player's record in any manner. The Parties agree that the purpose and intent of these activities is to assess, improve, and advance player health, safety, care, treatment and outcomes throughout the NFL and in the operation of the Clubs. This is done through the work of IQVIA and various committees, subcommittees, panels, boards, and others that advise the NFL, the Clubs, the players, and the NFLPA on health and safety-related issues, policies, research and programs. These assessment and improvement efforts are also intended to yield education and technological opportunities and improvements for the NFL, the Clubs, and the players. Various projects and efforts may be undertaken for these purposes on an ongoing basis in the future. Activities necessary for these assessment and improvement efforts include, but are not limited to, observing, monitoring, gathering, reviewing, surveying, organizing, processing, aggregating, assessing, and analyzing player data, club data, and league-wide data for purposes relevant to: (1) player health and safety, including without limitation, player injuries and illnesses, player medical care, treatment methods, player treatment outcomes, and development of clinical best practices; (2) the use of equipment and technologies; (3) league-wide rules, standards, guidelines, and policies; and (4) practice environments and game environments. The Health Insurance Portability and Accountability Act of 1996 (as amended and implemented through regulations ("HIPAA") applies to medical records maintained by health care providers, health plans, and health clearinghouses. HIPAA does not apply to information which exists outside of health care facilities and the files of health care providers, including, without limitation, information that is maintained by an entity in its capacity as an employer. Unlike medical records maintained and used by health care providers for treatment purposes, employment injury/illness surveillance records that are not used for treatment purposes are not subject to HIPAA. Without limiting the foregoing, the Parties reserve their respective positions concerning the nature of the information and data at issue in this Section and the applicability of HIPAA thereto. Notwithstanding the foregoing, the Parties have voluntarily chosen to adopt certain processes for using and disseminating this data in a manner that is intended to ensure its privacy and safeguarding, as further detailed herein. These processes do not constitute rights, duties or obligations undertaken or assumed outside the scope of this Agreement.

(b) **Data Use and Disclosure:** In accordance with past practice, IQVIA will continue to analyze relevant injury/illness data collected and will submit reports to the NFL, the Clubs via the Injury Surveillance System. The NFL will produce a copy of such reports to the NFLPA (i) prior to distributing such reports publicly and (ii) whenever such

reports are distributed to NFL health and Safety Committees in accordance with this Article.. The NFLPA may also request that the NFL direct IQVIA to produce certain data sets and analysis and the NFL will not unreasonably deny such requests, provided that the NFLPA shall bear the cost of any such analysis it requests. Any such reports produced to either party relating to traditional employer injury/illness surveillance data will always be disseminated to the NFL, NFL Clubs and the NFLPA with players' names, if any, redacted. Furthermore, IQVIA will use best efforts to preserve the confidentiality of individual players by only reporting the minimal information necessary to identify the concept, trend, or subject of any given report; however the Parties understand and acknowledge that certain traditional employer injury/illness surveillance reports may contain information that would result in the information not being considered de-identified data under HIPAA. If data or analyses furnished by IQVIA to the NFLPA does not contain only de-identified data, then the NFLPA expressly understands and agrees that it may not disseminate such reports beyond the NFLPA's Executive Committee, Medical Director, health and safety consultants, legal staff, and/or Mackey-White Committee members absent agreement from the NFL. For purposes of clarity, the foregoing shall not be interpreted to limit the NFLPA's ability to disclose relevant health, safety and/or injury information contained in such reports to the NFLPA membership. Further, nothing in this Section is intended to limit the NFLPA's rights to or use of information it is otherwise entitled to under this Agreement and/or applicable law.

**Section 19. Behavioral Health Program:**

(a) Comprehensive Mental Health and Wellness Committee: The Parties will establish a Comprehensive Mental Health and Wellness Committee (the "Joint Behavioral Health Committee") that will consist of six (6) members (three (3) appointees each), including the NFL Chief Medical Officer, the NFLPA Medical Director, the NFLPA Director of Wellness and the NFL Vice President of Wellness and Clinical Services. Each member of the Joint Behavioral Health Committee shall have one vote. The Joint Behavioral Health Committee is charged with the following responsibilities:

(i) Developing and scheduling educational programs for Players, coaches and Club personnel regarding mental health including, but not limited to: mental health first aid; QPR (Question, Persuade, Refer); ASIST (Applied Suicide Intervention Skills Training); clinical concerns and issues (i.e., depression and/or anxiety); drug and alcohol use and abuse; gambling addiction; violent behaviors' suicide prevention; athlete-specific stressors (i.e., media, identity, social support, injury and navigating sports-specific relationships); and other topics that the Committee deems relevant for such personnel. Each Club's Team Clinician (see below) shall be responsible for implementing such educational and training programs at his/her Club.

(ii) Developing sample programming for a mental health/wellness workshop for parents and significant others of Players to ensure they are aware of signs and symptoms that may be indicative of mental health concerns, the resources available to Players and family members, and to know where to turn should they need support.

(iii) Collaborating with local and national mental health organizations to promote stigma reduction related to mental health.

(iv) Collaborating with local and national suicide prevention organizations to promote prevention and awareness.

(v) Developing models of the following Player programs that Clubs may use that include but are not limited to:

(A) Addressing the stresses and needs of Players transitioning out of NFL;

(B) Promoting social connectedness and resilience;

(C) Integrating the Player's family ecosystem in development and provision of mental health resources;

(D) A model peer development program; and

(E) Development of effective methods to communicate with Players regarding mental health and ways to associate and implement positive mental health practices with on-field performance.

The NFLPA shall be granted access to and have the right to participate in any and all Player Educational programming developed in connection with this Agreement.

(b) Team Clinician: Every Club shall identify and retain a Team Clinician, in accordance with the procedures set forth below.

(i) Qualifications: The Team Clinician must be a: a) board-certified psychiatrist; b) doctoral level clinical or counseling psychologist; or c) professional counselor with a master's degree in counseling or social work. The Team Clinician must have a minimum of seven (7) years of relevant clinical experience working with a multicultural population. The Team Clinician shall have a valid license to practice medicine as required under applicable state law, and any other applicable jurisdiction, that has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any way.

(ii) Approval: After each Club has identified the individual who it would like to serve as its Team Clinician, the NFL and NFLPA shall each designate one person to review and approve the nominee. Such approval shall not be unreasonably withheld. In considering whether to approve the nominee, the Parties shall consider whether the nominee possesses the requisite clinical skills for:

(A) effective player engagement;

(B) behavioral health treatment (within his/her areas of expertise);

(C) triage and referral for other community-based behavioral health providers and services;

(D) consulting effectively with the Club Medical Staff and the Club Director of Player Engagement;



(E) availability for and skill in engaging in modern electronic communication methods as used in professional football; and

(F) working effectively with a diverse, multicultural player and staff population, with an awareness and understanding of the culture of football at an elite level.

Once the Parties approve the candidate, such candidate may serve until such time as either the Club or the Team Clinician desire to terminate the relationship, the Team Clinician fails to meet the licensure requirements outlined in Section (b)(1) of this Agreement, or breaches applicable law or the confidentiality provisions outlined in Section (c) of this Agreement. In such an instance, the Club shall follow the same procedures in selecting, and obtaining approval for, a new Team Clinician.

(iii) Duties. The Team Clinician shall:

(A) Ensure that all mental health treatment and records created or obtained during the course of providing services to a Club's Players (including any voluntary mental health evaluations) (collectively, "Mental Health Records") remain confidential and are maintained, used and disclosed in compliance with applicable laws (see below).

(B) Be responsible for developing and supervising a comprehensive referral network to provide mental health care for the Club's Players. This network must include professionals that are qualified to address (if any are beyond the scope of the Team Clinician's expertise):

- (1) Substance Abuse<sup>1</sup>
- (2) Relationship Counseling
- (3) Intimate Partner Violence or Abuse
- (4) In-and Out-Patient Psychiatric Treatment
- (5) Sport/Performance Psychology

(C) Be responsible for implementing the mental health educational programming developed by the Joint Behavioral Health Committee at his/her Club by conducting a minimum of two (2) training sessions per season that are attended by the entire team and coaching staff as well as the voluntary mental health/wellness workshop for parents and significant others.

(D) Be available on-site to Players at least twice weekly, for a total of eight to twelve hours each week, (and more frequently, if clinically indicated) during training camp, preseason, regular season, and if applicable, post-season. Team Clinicians must also be available for consultation during the week on an as-needed basis either at the Club's facility or at an off-site location (to include the Team Clinician's office).

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<sup>1</sup> The NFL Policy and Program on Substances of Abuse treatment program is a separate program. Team Clinicians, as defined in this Agreement, may not serve in any capacity in connection with the Substances of Abuse Program.

(E) Be allotted space conducive to privacy and confidentiality in the Club's facility for direct service provision and consultation to Players and the space and resources necessary to maintain the confidentiality of any and all electronic and paper Mental Health Records in a manner that complies with applicable laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Americans With Disabilities Act (the "ADA"). The Team Clinician shall also be permitted access to any part of the Club facility accessible by Players.

Should the Team Clinician, or any member of the Club, learn of an unauthorized disclosure of a Player's mental health prescription record that results in the disclosure of such confidential information to an individual other than the Head Internal Medicine Physician or Team Clinician, the individual learning of such an unauthorized disclosure shall immediately bring notice of this unauthorized disclosure to the attention of the Head Team Physician, Team President, the NFL Chief Medical Officer and the NFLPA Medical Director.

(F) At the Player's request only, be available to meet (in-person, if possible, or by phone/video conference) with any Player placed on Injured Reserve (IR) or designated Physically Unable to Perform (PUP) as soon as is reasonably possible in order to assess the need for any behavioral health interventions relevant to the Player's IR or PUP status. For the avoidance of doubt, the Parties do not contemplate that a Player would be required to attend any such meeting, evaluation or assessment by the Team Clinician.

(G) Contact all Players transitioning out of the NFL for a **voluntary** interview and mental health evaluation. During this interview, the Team Clinician shall explain to the Player all mental health and career transitioning programs available via the NFL and NFLPA. For the avoidance of doubt, the Parties agree that any mental health evaluation of a Player shall be voluntary. The Parties further agree that the NFL, the Team Clinician, and the NFLPA shall comply with the ADA with respect to such voluntary mental health evaluation including, without limitation, the ADA's confidentiality requirements.

(H) Participate in continuing education and case consultation programming created for Team Clinicians.

(I) Participate in a certain number of conference calls per year and attend scheduled meetings as set by the Joint Behavioral Health Committee.

(c) Confidentiality & Breach:

(i) Confidentiality: Any Mental Health Records (as defined above) that the Team Clinician creates when providing mental health services shall be considered protected health information ("PHI") and subject to HIPAA. The Team Clinician may only disclose such PHI as permitted by HIPAA. For the avoidance of doubt, the Team Clinician may NOT share any details regarding treatment provided to a Player with any member of the Club, other than with the Head Team Primary Care Sports Medicine Physician when medically necessary to provide treatment to the Player. All materials that contain PHI, including but not limited to, player files, notes, etc. left at the Club facility, must be stored in a secured location that cannot be accessed by other Club personnel. In

the event any records created by the Team Clinician when providing mental health services are not deemed to be PHI and thereby not subject to HIPAA, the Parties hereby agree that such records will remain confidential. Subject to the Parties' review, satisfaction and approval of the necessary procedures for the protection and limited disclosure of prescription drug information, the records and information relating solely to a clinical diagnosis and/or prescriptions issued by the Team Clinician (i) may be shared with the Head Team Primary Care Sports Medicine Physician solely for purposes of medical treatment and identifying drug interactions, and (ii) shall be maintained electronically in the Player's NFL EMR, in a confidential mental health record section. The Team Clinician shall be responsible for informing the Player of the same. Specifically, prior to providing consultations or services to any Player, the Team Clinician shall inform the Player that (1) Mental Health Records relating to a clinical diagnosis and/or prescriptions issued may be shared with the Head Team Primary Care Sports Medicine Physician solely for purposes of medical treatment and identifying drug interactions and (2) the same would be maintained in the Player's NFL EMR in a confidential mental health record section.

(ii) Breach: Should there be an unauthorized disclosure of a Player's Mental Health Records, the Team Clinician shall notify the Head Team Physician and Club President as well as the NFL Chief Medical Officer and NFLPA Medical Director. To the extent that the unauthorized disclosure constitutes a "Breach" as defined by HIPAA, the Team Clinician and/or Club shall comply with any breach notification requirements outlined in HIPAA at 45 CFR §§ 164.404. If there has been unauthorized access to Mental Health Records stored in the segregated part of the EMR, the Parties will cooperate in investigating such unauthorized access and provide appropriate remedial measures (including, without limitation, discipline, training and/or terminating access to EMR). For purposes of clarity, any intentional and/or knowing unauthorized access to or dissemination of Mental Health Records (e.g., clinical diagnosis and/or prescription(s)) will be considered a material violation of this Agreement and subject to the discipline procedures set forth below.

Should a Player or other individual allege a Breach or violation of this Agreement by a Club employee or member of a Club's Medical Staff, the Parties will investigate the matter and, if a Breach or violation of this Agreement is established, the Commissioner shall impose discipline as set forth below. For the avoidance of doubt, the preceding sentence applies to situations in which a Club employee or member of the Club's Medical Staff (other than the Team Clinician) improperly discloses the defined Mental Health Records. Should a Team Clinician be found to have improperly disclosed such information, **that Clinician shall be subject to termination.** If the Parties are unable to agree upon whether or not a Breach or violation of this Agreement has occurred, then either Party may immediately refer the matter to the Impartial Arbitrator (as established by Article 16 of the CBA).

(iii) Discipline: In the event that the Parties agree or the Impartial Arbitrator finds that a Club, or an individual acting under its control, willfully violated the provisions of this Agreement or willfully committed a Breach of its confidentiality obligations pursuant to HIPAA, then the Commissioner shall impose discipline against the Club in the form of a fine of no less than Five Hundred Thousand Dollars (\$500,000) and such other measures the Commissioner deems necessary as a deterrent for future violations (e.g.,

loss of Draft Picks). For the avoidance of doubt, the preceding sentence applies to situations in which a Club employee or member of the Club's Medical Staff (other than the Team Clinician) improperly discloses the defined Mental Health Records. Should a Team Clinician be found to have improperly disclosed such information, that Clinician shall be subject to termination.

(iv) Fines: Any fine money collected pursuant to this Agreement shall be allocated to medical research programs as directed by the Parties.

(d) Annual Certification: The Team Clinician shall sign an annual certification that she/he shall submit to the NFL Chief Medical Officer and the NFLPA Medical Director (i) detailing any and all "Breaches" as defined under HIPAA from the prior 12-month period ending March 31<sup>st</sup>; (ii) confirming that he/she meets all state requirements to provide mental health services, including any licenses and certifications; (iii) confirming that his/her licenses has never been denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action or restricted in any way; and (iv) that he/she has complied with all laws regarding the corporate practice of medicine, health care fraud and abuse laws, and laws regarding the privacy and security of patient information including but not limited to the ADA, HIPAA, and any applicable state laws. Nothing in this provision is intended to create a supervisory requirement on the part of either Party.

(e) Corporate Practice of Medicine: Neither the NFL nor the NFLPA shall engage in the practice of medicine nor in any way direct or control the practice of medicine or direct the provision of health services required to be provided by a licensed medical practitioner and nothing herein shall be construed to the contrary.

(f) Mental Health Record Accessibility and Storage: All Mental Health Records, with the exception of diagnosis and prescription drug information related to the mental health services provided by the Team Clinician contemplated in this Section, shall be maintained by the individual Team Clinician in a record separate from the NFL EMR, which shall be afforded all protections that the clinician's other patient records enjoy. Subject to the Parties' review, satisfaction and approval of the necessary procedures for the protection and limited disclosure of diagnosis and prescription drug information, all diagnosis and prescription information shall be maintained electronically in the confidential mental health section of the NFL EMR as set forth in Subsection (c) of this Section.

(g) Data Privacy Training: This Committee, in conjunction with the NFL Management Council and the NFL Players Association shall design and implement data privacy education and requirements for handling Player mental health records. Such training shall be provided annually.

(h) Mental Health Emergency Action Plan: By the start of training camp of each NFL Season, every NFL Club must have designed and implemented an approved Mental Health Emergency Action Plan ("MEAP").

(i) MEAP Components: Each Club must develop and post a MEAP which must define the Club's response to a mental/behavioral health crisis including suicidal/homicidal ideation or intent, highly agitated or threatening behavior, player or immediate family member death or other major incident that may result in extreme mental health stress. The MEAP shall clearly define roles and expected communications.

(ii) MEAP Approval: The Parties will jointly designate and retain an expert to review each Club's proposed MEAP. This will be done on an annual basis and

the Club must have an approved MEAP prior to the start of training camp each season. Once approved, the MEAP shall be circulated to all relevant parties and the Club shall conduct a practice drill of the MEAP annually. The Club shall document its compliance with the annual drilling requirement.

(i) Club Mental Health and Wellness Team: Each Club's mental health and wellness team will be led by its Team Clinician. The team shall also include, at a minimum, the Head Team Primary Care Sports Medicine Physician, Director of Player Engagement, Head Athletic Trainer, Head Strength and Conditioning Coach and Team Chaplain. This team shall meet at least one (1) time per month during the season and quarterly during the offseason to discuss ongoing mental health education and identify potential issues or concerns. The Team Clinician shall facilitate such discussions and provide education but shall maintain the privacy and confidentiality of any Player-patients. All such discussions among members of the Club's mental health and wellness team shall remain strictly confidential.

**Section 20. Prescription Medication and Pain Management Program:**

(a) Joint Pain Management Committee.

(i) The Parties agree to establish a Joint Pain Management Committee (the "Joint Pain Management Committee") to provide guidance and establish uniform standards addressing club practices and policies regarding pain management and use of prescription medication by NFL players, including the administration of certain federally scheduled drugs. The Joint Pain Management Committee shall consist of the NFLPA Medical Director and the NFL Chief Medical Officer. In addition, the NFL and NFLPA shall each appoint one additional voting member to the Joint Pain Management Committee, who shall be knowledgeable and experienced in fields relevant to pain management for professional athletes. The Joint Pain Management Committee shall meet in person at least two (2) times per year.

(ii) The Joint Pain Management Committee shall:

(A) Implement "best practices" education protocols and guidelines for pain medication administration and patient engagement for club medical staffs (together, the "Pain Management Guidelines").

(B) The Pain Management Guidelines will reflect the FDA mandate that (i) players are given the FDA drug warning and interaction sheet for each prescription at the time the prescription is given to the Player (as generated by the pharmacy dispensing the medication), (ii) players understand the potential adverse consequences and side effects for any medications prescribed, and (iii) the club medical staff document whatever further communications occurs with regard to the prescription. The Pain Management Guidelines shall also provide best practices for club medical staff to follow-up with the player-patient at specified intervals.

(C) Develop and implement standardized player education about the use of pain medication, including access to treatment information, opioid risks, opioid therapy alternatives, patient engagement in medical care decisions and the efficacy of any prescribed pain medications, as well as any side-effects,

including addictive behavior and risks of marijuana use (e.g., schizophrenia) (“Standardized Player Education”).

(D) Conduct joint-research into pain management, addiction, personalized medicine and alternative therapies, including marijuana and THC-based therapies, to include the impact on athletic performance, if any, from use of such substances. The Joint Pain Management Committee shall provide ongoing advice and guidance regarding the use of such alternative therapies by club medical staffs and may issue recommendations regarding the same.

(E) Conduct surveys of clubs and players regarding pain, fatigue, recovery and related services (“Pain Survey”).

(F) Undertake such other duties as the NFL and NFLPA may assign to the Joint Pain Management Committee.

(b) Prescription Drug Monitoring Program. The Parties will establish a prescription drug monitoring program (“PDMP”) that will monitor all prescriptions issued to NFL players in all 32 clubs by Club physicians and unaffiliated physicians. The PDMP shall include:

(i) An electronic database that tracks de-identified data on all prescriptions dispensed to NFL players by Club medical staff and unaffiliated physicians. The data collected will include the name of the drug, dosage, amount, the number of prescriptions issued, the issuing doctor, pharmacy, date filled, and diagnosis related to prescription (the individual player/patient will not be identified). The electronic database will be used by the Parties to collect, maintain, monitor, and analyze electronically transmitted prescribing and dispensing data for prescription medications used by NFL players on each NFL Club. The data may be used by the Parties to support education, research, best practices for prescribing pain medications, and addiction and abuse prevention. The data may not be used for any other purpose without a signed agreement by the Parties.

(ii) Club Reporting Requirements. Every NFL Club will be required to update the PDMP on a monthly basis from the start of Training Camp until the week following the Club’s last game of the season.

(iii) Player Reporting Requirement. NFL players are required to report all prescription drugs that they are taking to either their Club’s Head Internal Medicine Physician or Pain Management Specialist (see below). The Club physician shall record all prescriptions in the player’s EMR for upload to the PDMP. Players shall provide the same information as required for Club physician-issued prescriptions (see Section 2(a)). The Parties acknowledge that certain medications prescribed for mental health purposes may be afforded heightened confidentiality protections and thereby excluded from the foregoing disclosure requirement. For purposes of clarity, nothing herein is intended to subordinate or alter those heightened confidentiality protections.

(iv) PDMP Reports. No less than twice per NFL Season, a report shall be compiled from the PDMP Database detailing the prescriptions issued for players at each Club. The report will include the number of prescriptions filled, drug name, dosage, and the physician issuing the prescription. The periodic Club reports shall be shared with the NFL Chief Medical Officer and the NFLPA Medical Director. Aggregated, deidentified information generated from the reports will be shared with the Joint Pain Management Committee.

(c) Pain Management Specialist. Each Club shall appoint a team consultant specializing in pain management (“Pain Management Specialist”) prior to the start of each NFL season. Each Pain Management Specialist shall be a minimum of five-years post residency and be board certified in anesthesiology, emergency medicine, family medicine, psychiatry, physical medicine & rehabilitation, or neurology. A physician nominated to serve as a club’s Pain Management Specialist must actively engage in pain management (at least 25% of her/his practice) as certified by the chairperson of the hospital in which they practice. The Pain Management Specialist may not be the Head Team Physician, Head Team Orthopedist or the Head Team Primary Care Sports Medicine Physician of the Club. The duties and responsibilities of the Pain Management Specialist will be defined by the Joint Pain Management Committee.

(d) Enforcement. Failure to comply with the terms of this Agreement, including without limitation the Club Reporting Requirements, the Pain Management Guidelines, the PDMP, and the Standardized Player Education, shall be governed by the following procedures and may subject any Club in violation to a fine and other discipline as set forth herein:

(i) The NFL Management Council and NFLPA shall each designate one or more representatives to monitor the enforcement of this Agreement and investigate potential violations thereof (the “Representatives”).

(ii) The NFLPA, the NFL Management Council, or any player-patient alleging a violation of this Agreement shall each have the right (independently or collectively) to present in writing a complaint about such alleged violation(s) to the Representatives and the complaint shall be investigated and resolved by the NFL Management Council and the NFLPA as described in this Section.

(iii) Upon the initiation of an investigation following receipt of a written complaint, the Representatives will have the authority to interview the complaining party and all other parties, witnesses, and others reasonably believed to be in possession of relevant information (including players, league employees, club employees, and members of the relevant club(s)’ medical staff(s)). Upon request from any Representative, the parties, witnesses, and other persons described in the preceding sentence shall provide to the Representatives, as quickly as reasonably possible, all evidence relevant to investigating the complaint. Such requests shall not be unreasonably denied. The failure to produce or maintain relevant documents shall be deemed a violation of this Agreement and such violation shall result in discipline as specified herein. The Representatives will make a good faith effort to complete their investigation as soon as possible following the filing of a complaint.

(iv) Within fifteen (15) business days following the completion of the investigation, or sooner if practical, the Executive Director of the NFLPA and the NFL Commissioner shall be advised of the status of the investigation and shall attempt to determine if a violation occurred and, if so, the proper disciplinary response. If the Parties are unable to agree upon whether or not a violation occurred, or as to the appropriate discipline, then either Party may immediately refer the matter to the Impartial Arbitrator (as established by Article 16 of the CBA).

(v) Procedure. The Impartial Arbitrator shall conduct a hearing as soon as practicable (but in no event—absent mutual agreement of the Parties—later than

thirty (30) days following the date on which the matter is referred to the Impartial Arbitrator). The following procedures shall apply:

(A) The designated Representative of the NFL and the designated Representative of the NFLPA may present whatever documents, records, summaries, witnesses or any other arguments or evidence that they deem relevant to the Impartial Arbitrator's inquiry. The Impartial Arbitrator is free to request additional information or live witness testimony, should he or she determine that such additional evidence is relevant and necessary to a decision.

For purposes of clarity, the Parties agree that the Impartial Arbitrator shall have the power to compel a non-party witness to testify and/or produce documents if relevant to his/her inquiry. Any party that is the subject of the inquiry shall have the right to participate in the proceeding and to present a defense.

(B) Within one week of the close of evidence, the Impartial Arbitrator will issue a written report to the NFL Commissioner, the NFLPA Executive Director and the involved parties detailing his findings and decision.

(C) The Impartial Arbitrator shall decide whether any Club (or anyone acting on its behalf, *e.g.*, Club employee or a member of a Club's medical staff or Club medical consultant), willfully or negligently committed a material violation of the terms of this Agreement (including the Pain Management Guidelines, Club Reporting Requirements, the PDMP, and the Standardized Player Education). For purposes of finding a violation, it shall not matter whether or not the complaining party suffered any injury. The Impartial Arbitrator shall make findings of fact and determinations of relief, including without limitation, Club discipline.

(vi) Discipline:

(A) Club Discipline. In the event that the Parties agree or the Impartial Arbitrator finds that a Club committed a violation of this Section, including, without limitation, failure to accurately update the PDMP database and/or abide by the terms of the Pain Management Guidelines, then the Commissioner, following consultation with the NFLPA Executive Director, shall impose discipline against the Club, which may include an order that the relevant Club medical staff attend remedial training and/or a fine plus whatever other measures the Commissioner deems necessary as a deterrent for future violations, commensurate with other cases of Club discipline (*e.g.*, loss of Draft Picks). A second material violation of this Section by a Club within a twenty-four (24) month period will result in a minimum fine of \$250,000 (Two Hundred and Fifty Thousand Dollars) and such other measures the Commissioner deems necessary as a deterrent for future violations.

(vii) Fines: Any fine money collected pursuant to this Section shall be allocated to medical research programs as directed by the Parties.

(e) Specific Performance. The Parties agree that in the event of any breach of this Section, including failure to fully implement the Club Reporting Requirements, the Pain Management Guidelines, the PDMP, the Pain Survey and the Standardized Player



Education within the time periods agreed to herein, the non-breaching Party shall be entitled to compel specific performance of this Section by filing a Non-Injury Grievance pursuant to Article 43 of the CBA.

(f) Settlement of Non-Injury Grievance. For the avoidance of doubt, the NFLPA withdraws the Article 43 Non-Injury Grievance it filed on April 28, 2017 against the NFL and its member Clubs that related to the administration of federally scheduled drugs and painkillers to NFL players by NFL Clubs.

(g) No Waiver; Reservation of Rights. The Parties hereby acknowledge and agree that nothing in this Agreement is intended to waive, preempt or otherwise impact any rights, remedies and/or claims any player may have against the NFL, NFL Clubs(s) and/or member(s) of an NFL Club medical staff pursuant to the CBA. The Parties hereby expressly reserve their respective positions on the impact, if any, of this Agreement on the rights, remedies and/or claims to which a player may otherwise be entitled under applicable law or agreement.

**Section 21. Remedies:** The Parties hereby affirm that the NFLPA and any player has the right to file a Non-Injury Grievance, pursuant to Article 43 of this Agreement, for any alleged violation of this Article 39.

**ARTICLE 40**  
**ACCESS TO PERSONNEL AND MEDICAL RECORDS**

**Section 1. Personnel Records:** Each Club will within seven (7) days after a written request of any player, permit the player to inspect and copy his individual personnel file and any other document which objectively relates to his performance and which in turn relates to any grievance. Each Club may, at its discretion, exclude from an individual player's personnel file attorney-client privileged material, subjective coaching and scouting reports, or any other subjective material. This Section 1 shall not affect the player's rights under any grievance procedure.

**Section 2. Medical Records:**

(a) A player may examine his medical and trainers' records in the possession of the Club or Club physician two times each year, once during the preseason and again after the regular season. Any player or former player may obtain a copy of his medical or trainer's records without charge upon request during the offseason. A player's personal physician may, upon presentation to the Club physician of an authorization signed by the player, inspect the player's medical and trainers' records in consultation with the Club physician or have copies of such medical and trainers' records forwarded to such player's personal physician. Upon request by the player or player's personal physician as described in this Subsection, such records shall be provided as soon as possible, and in no event later than seven (7) business days from the receipt of the request.

(b) To the extent that a player's medical or trainer records contain information that is subject to the Health Insurance Portability and Accountability Act of 1996 (as amended and as implemented through regulations) or other applicable laws, nothing in this Section shall be construed to restrict a player's right to access his information under such laws.

(c) All NFL Players and prospective players shall be required to execute the medical record authorizations attached hereto as Appendix S every year. Players not yet employed by an NFL Club should execute these authorizations at the initiation of their employment. Players who are already on a Club roster should execute these authorizations as part of their annual preseason physical examination.

**Section 3. Electronic Medical Record System:** The NFL shall maintain an online, 24-hour electronic medical record system. Starting with the 2021 NFL Season, in order to ensure a comprehensive medical record exists for every player, including records related to Article 41, each Club shall provide a summary listing taken from the player's Electronic Medical Record ("EMR") of every Club physician-diagnosed medical condition evaluated and treated by any Club physician during the immediately preceding season and any Club physician-prescribed medications given during the immediately preceding season (the "Summary Report") This Summary Report shall be provided, in written and electronic formats to the player's home and e-mail addresses contained within the EMR, within 30 days of the last game of the Club's season, for all players who were on its roster at any time during that season. The Summary Report will contain the information in Appendix BB (with non-material modifications to the format as necessary). Under no circumstances

will a Club be responsible for including any diagnosed medical conditions evaluated and treated by or under the direction of another Club's physician in the Summary Report. The Summary Report will be generated solely based on the information contained in the Electronic Medical Records and may include non-workplace conditions, illnesses and injuries suffered by the players outside the course and scope of employment. The Club may elect to include additional medical information in its discretion. The NFL will continue to cause the EMR System to be republished within 30 days after final roster reduction, and within 30 days after the Super Bowl. The NFLPA is responsible for maintaining accurate and current email addresses and mobile telephone numbers for the purposes of this Article.

Players shall have the right to authorize the Club to provide a copy of the Summary Report to the NFLPA. The parties will agree on a reasonable process to obtain authorization from players to share a copy of the Summary Report with the NFLPA.

**ARTICLE 41**  
**WORKERS' COMPENSATION**

The parties shall continue to discuss in good faith appropriate reforms and revisions to the provisions of this Agreement and the Player Contract related to workers' compensation issues. Absent such agreement, the following terms shall apply:

**Section 1. Benefits:** In any state where workers' compensation coverage is not compulsory or where a Club is excluded from a state's workers' compensation coverage, a Club will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to its players. In the event that a player qualifies for benefits under this section, such benefits will be equivalent to those benefits paid under the compensation law of the state in which his Club is located.

**Section 2. Rejection of Coverage:** Nothing in this Article is to be interpreted as preventing a Club that has the legal right to do so from rejecting coverage under the workers' compensation law of its state. However, if a Club elects to reject coverage under the compensation law of its state, it must nevertheless guarantee benefits to its Players in the manner provided in Section 1 above. Moreover, any Club may be excluded from those laws if it elects to do so, but any such Club will be obligated to guarantee benefits to its Players in the same manner provided in Section 1 above.

**Section 3. Arbitration:** In any state where a Club (e.g., Florida) has legally elected not to be covered by the workers' compensation laws of that state, the equivalent benefit, if any, to which a player may be entitled under this Article will be determined under the grievance procedure of Article 43 or, where applicable, a separate method of alternative dispute resolution negotiated by the parties. (e.g., Miami Dolphins/ Implementation Agreement).

**Section 4. Workers' Compensation Offset Provisions:** The parties agree that the following provisions shall exclusively govern any and all rights Clubs have with respect to workers' compensation credits or offsets during the term of this Agreement.

(i) **“Dollar-for-Dollar” Credits or Offsets.** No Club shall be entitled to claim or receive any dollar-for-dollar credit or offset, other than as provided for in Article 45, Section 11 of this Agreement, for salary, benefits, or other compensation paid or payable to a player against any award or settlement of workers' compensation benefits, either pursuant to Paragraph 10 of the NFL Player Contract or any provision of state law.

(ii) **“Time” Credits or Offsets.** All Clubs are instead entitled only to a “time” credit or offset under Paragraph 10 of the NFL Player Contract or state law, as set forth more specifically in Subsections (A)–(E) below. This “time” credit or offset shall in all cases be expressed or granted as a reduction in the number of weeks of a player's workers' compensation award or settlement that is attributable to the same period of weeks in which the player is deemed entitled to salary payments described in this Section. The credit or offset shall be at the weekly rate specified under the state workers' compensation law in question. The parties agree that, in calculating the “time” credit or offset as set forth more particularly herein, the Club is entitled to a reduction of 1.5 weeks of a player's workers'

compensation award or settlement for each week during the regular season for which a player is awarded or executes a settlement agreement for workers' compensation benefits and for the same period of weeks is paid his full Paragraph 5 Salary. For the avoidance of doubt, nothing in this Article 41 is intended to expand, reduce, or otherwise limit the Time Credits or Offsets available to the Clubs under prior agreements, regardless of any changes to the number of weeks in the regular season or to the intervals and frequency of payments made to players pursuant to Paragraphs 5 or 6 of the NFL Player Contract.

(A) In the case of salary payments pursuant to Paragraph 5 or 9 of the NFL Player Contract, the Club shall be entitled to a reduction of 1.5 weeks of a player's workers' compensation award or settlement for each week during the regular season in which the player is physically unable to perform his services under his contract due to an injury he suffers while performing services during that contract year, to a maximum of 25 weeks, provided that the player receives his full salary as set forth in Paragraph 5 of his contract for the period in question. For example, if a player receives 3 weeks of Paragraph 5 Salary subsequent to an injury that rendered him unable to perform for three games (regardless of whether the payments were made on a weekly or bi-weekly basis), the Club will be entitled to a reduction of 4.5 ( $= 3 \times 1.5$ ) weeks of the player's workers' compensation award or settlement. As another example, if a player receives 17 weeks of Paragraph 5 Salary subsequent to an injury that rendered him unable to perform all 16 games of the regular season (regardless of whether the payments were made on a weekly or bi-weekly basis), the Club will be entitled to a reduction of 25 ( $= 17 \times 1.5$ ) weeks of the player's workers' compensation award or settlement.

(B) In the event that an Injury Grievance, injury guarantee, or other arbitrable claim where workers' compensation offsets or credits is at issue and within the jurisdiction of the arbitrator, is settled between the player and the Club, or in the event that a Club and player execute an injury-related settlement agreement, the Club shall be entitled to a reduction of 1.5 weeks of a player's workers' compensation award or settlement for each week that the player is deemed entitled to receive his full Paragraph 5 Salary pursuant to the settlement, to a maximum of 25 weeks. The Club and player shall be required to specify in the written settlement agreement the number of weeks for which the player is receiving his full Paragraph 5 Salary under the settlement so that the appropriate number of weeks of the player's workers' compensation award or settlement can be reduced. For example, if a player and a Club settle an Injury Grievance or injury guarantee claim for a specified period of 3 weeks, the Club will be entitled to a reduction of 4.5 ( $= 3 \times 1.5$ ) weeks of the player's workers' compensation award or settlement.

(C) In the event that an arbitrator awards Paragraph 5 Salary in an Injury Grievance, injury guarantee, or other arbitrable claim where workers' compensation offsets or credits is at issue and within the jurisdiction of the arbitrator, for the same period of weeks for which a player has already been awarded workers' compensation benefits or received a workers' compensation settlement, the Club shall be entitled to a reduction of 1.5 weeks of the player's workers' compensation award or settlement for each week the player is deemed entitled to receive his full Paragraph 5 Salary pursuant to the arbitrator's award. For example, if an arbitrator awards a player 3 weeks of Paragraph 5 Salary pursuant to an Injury Grievance award and the player has already been awarded workers' compensation benefits or received a workers' compensation settlement for that same period, the

arbitrator shall reduce the award by an amount equal to 4.5 (= 3 × 1.5) weeks of workers' compensation benefits.

(D) Clubs are not entitled to any credit or offset under this Article against any workers' compensation benefits attributable to the period of time after the last League Year for which the player is entitled to receive salary payments from the Club, even if the player's entitlement to such payments is not determined until after the League Year in question. No payment of any of the following may be used by a Club as a basis for claiming any workers' compensation credit or offset under this Article:

- (1) signing bonus;
- (2) option bonus;
- (3) roster bonus;
- (4) incentive bonus;
- (5) Performance-based pay earned prior to the date of injury (unless, for any period of time in which a Club would otherwise be entitled to a credit or offset pursuant to this Section, the player's weekly salary would be less than the amount of weekly workers' compensation benefits payable under state law, in which case the performance-based pay could be added by the Club to the player's Paragraph 5 Salary for those weeks in which the Club would be entitled to a credit or offset under this Section);

- (6) Deferred compensation (except where the deferred compensation is salary attributable to the weeks for which the player has been awarded or has executed a settlement agreement for workers' compensation benefits as described in this Section in which case the Club is permitted a credit or offset in the same manner as if the salary was not deferred and instead was paid during the League Year in which the player was physically unable to perform his services under his NFL Player Contract due to an injury he suffered while performing services during that contract year);

- (7) Severance pay; or

- (8) Any other form of compensation other than Paragraph 5 Salary under the NFL Player Contract.

Nothing in this Subsection shall limit or otherwise restrict the Club's ability to claim or receive the dollar-for-dollar credit or offset for an Injury Protection benefit or Extended Injury Protection benefit provided for in Article 45 of this Agreement.

(E) Total and Permanent, Line of Duty and Degenerative Disability Benefits paid pursuant to the Bert Bell/Pete Rozelle NFL Player Retirement Plans and/or related documents are not subject to any credit or offset for workers' compensation benefits, whether or not those benefits are payable during the same period in which the disability payments are payable. Clubs are not entitled to any credit or offset under this Article for any workers' compensation benefits payable to any player against any payments made to any player under the Bert Bell/Pete Rozelle NFL Player Retirement Plans and/or related documents; provided, however, that the receipt of such disability payments by the player shall not affect the Club's right to claim or receive any offsets or credits set forth elsewhere in this Article.

(iii) **Remedies.** If, despite the terms of this Article, a state court or other competent authority nevertheless renders a decision or other determination with an outcome inconsistent with the terms of this Section 4, then the player shall have a right to immediate payment from the Club for the amount of any difference between such outcome and the

outcome specified in Subsections (i)–(ii) above. A player may initiate a claim under this Section by filing a written notice by certified mail, fax, or electronically via .pdf with the Management Council and furnishing a copy to the Club involved. The claim shall set forth the name of the matter and jurisdiction in which the improper award was made, the amount of payment requested and the basis for the calculation. The claim must be initiated within 50 days of either the date of execution of this Agreement or the date of any adverse order (whichever is later); provided, however, that in the event the player files an appeal of any adverse order, the time for the player to notify the Club will begin to run from the date the appeal is decided.

(iv) **Time-Offset Fund.** The NFL shall establish a fund which shall bear the cost of additional benefits or associated insurance and related costs (exclusive of professional fees, administrative overhead, penalties or similar costs) incurred by any Club that is unable to obtain a dollar-for-dollar credit or offset for salary, benefits, or other compensation paid or payable to a player against any award or settlement of workers' compensation benefits as a direct result of this Section 4 and/or NFL Arbitration precedent interpreting Paragraph 10 of the NFL Player Contract. For the avoidance of any doubt, the Clubs that were eligible to receive reimbursement under the prior agreements shall remain eligible under this Agreement. The parties shall use their best efforts to ensure that all parties involved including the Clubs and their insurance carriers will implement this Subsection (iv) in such a manner as to minimize the costs and expenses associated with this fund.

(v) **Disputes.** Any dispute concerning the operation of Section 4 and/or any payments to a player under Subsection (iii) will be determined under the grievance procedure of Article 43.

**Section 5. Carve-Out:** The parties shall immediately establish a joint committee that will make good faith efforts to negotiate a possible California Workers' compensation alternative dispute resolution program on a trial basis (i.e., carve out).

**Section 6. Reservation of Rights:** The parties shall retain the positions they held prior to this Agreement with respect to all existing litigation and arbitration involving workers' compensation issues regarding offset issues or choice of law and forum provisions contained in NFL Player Contracts, and nothing in this Article shall affect positions taken in any such pending litigation.

## ARTICLE 42 CLUB DISCIPLINE

### **Section 1. Maximum Discipline:**

(a) Where it appears in this Article, the term “Progressive Discipline” shall mean: for a first offense, 40% of the maximum fine; for a second offense, 70% of the maximum fine; for a third offense, 100% of the maximum fine. Nothing shall preclude a Club from issuing a warning in lieu of a fine, or from imposing a fine that is less than the maximum amount under this Subsection (a); provided, however, that any subsequent violation of the same provision will subject the player to the maximum Progressive Discipline fine for a second or third offense, as applicable. For example, without limitation to other examples, if a player is late reporting for a mandatory meeting on two occasions, and the Club issues a warning letter to the player on both occasions, the player will be subject to a maximum fine of 100% of the maximum fine (i.e., \$2,745 under Subsection 1(b)(ii) below) for any third violation. For the sake of clarity and the avoidance of doubt, the Progressive Discipline requirement set forth in this Subsection (a) shall not apply to any fine under Subsections 1(b)(vi)-(ix) or 1(b)(xi), or to any fine or suspension without pay for conduct detrimental to the Club under Subsections 1(b)(xvi) or (xvii).

(b) **2020-2021 League Years.** For the 2020 and 2021 League Years, the following maximum discipline schedule will be applicable:

(i) Overweight— Progressive Discipline, up to a maximum fine of \$730 per lb., which fine may be assessed no more than twice per week, with each week beginning on Monday and ending on Sunday, and with each fine at least three days apart (e.g., Monday–Thursday, Tuesday–Friday, etc.).

(ii) Unexcused late reporting for mandatory off-season minicamp, meeting, practice, transportation, curfew, scheduled appointment with Club physician or trainer, scheduled promotional activity, scheduled workout, weigh-in, or meal— Progressive Discipline, up to a maximum fine of \$2,745.

(iii) Failure to promptly report injury to Club physician or trainer— Progressive Discipline, up to a maximum fine of \$2,745.

(iv) Losing, damaging or altering Club-provided equipment— Progressive Discipline, up to a maximum fine of \$2,745, and replacement cost, if any.

(v) Throwing football into stands— Progressive Discipline, up to a maximum fine of \$2,745.

(vi) Unexcused late reporting for or absence from preseason training camp by a player under contract except those signed as (1) an Unrestricted Free Agent pursuant to Article 9; or (2) a Drafted or Undrafted Rookie pursuant to Article 7—mandatory fine of \$50,000 per day. For the avoidance of doubt, any such fines shall be mandatory, and shall not be reduced in amount or waived by the Club, in whole or in part, but must be paid by the player or deducted by the Club as provided in Section 5(b) of this Article. For purposes of this Subsection (vi) and Subsections (vii)-(ix) below, preseason training camp shall be defined as the period beginning with the mandatory reporting date for any player through the Sunday immediately preceding the first game of the NFL regular season.



(vii) Unexcused late reporting for or absence from preseason training camp by a player under contract signed as an Unrestricted Free Agent pursuant to Article 9—mandatory fine of \$50,000 per day, plus one week’s Paragraph 5 Salary for each preseason game missed. For the avoidance of doubt, any such fines shall be mandatory, and shall not be reduced in amount or waived by the Club, in whole or in part, but must be paid by the player or deducted by the Club as provided in Section 5(b) of this Article.

(viii) Unexcused late reporting for or absence from preseason training camp by a player under contract signed as a Drafted or Undrafted Rookie, pursuant to Article 7, except for a player in the fifth League Year of his Rookie Contract (the option year) after his Club has exercised the Fifth-Year Option pursuant to Article 7, Section 7— fine of \$40,000 per day.

(ix) Unexcused late reporting for or absence from preseason training camp by a player in the fifth League Year of his Rookie Contract (the option year) after his Club has exercised the Fifth-Year Option pursuant to Article 7, Section 7 shall subject the player to the discipline set forth in Article 7, Section 7(h).

(x) Unexcused missed mandatory meeting, practice, curfew, scheduled appointment with Club physician or trainer, material failure to follow Club rehabilitation directions, scheduled promotional activity, scheduled workout, weigh-in, or meal— Progressive Discipline, up to a maximum fine of \$14,650.

(xi) Unexcused failure to report to or unexcused departure from mandatory offseason minicamp—maximum fine of \$15,515 for the first missed day, \$31,030 for the second missed day, and \$46,540 for the third missed day (e.g., a player who misses all three days of minicamp may be fined up to \$93,085).

(xii) Material failure to follow rehabilitation program prescribed by Club physician or trainer— Progressive Discipline, up to a maximum fine of \$14,650.

(xiii) Unexcused missed team transportation— Progressive Discipline, up to a maximum fine of \$14,650 and transportation expense, if any.

(xiv) Loss of all or part of playbook, scouting report or game plan— Progressive Discipline, up to a maximum fine of \$14,650.

(xv) Ejection from game— Progressive Discipline, up to a maximum fine of \$38,785.

(xvi) Any material curfew violation the night prior to the Club’s game may be considered conduct detrimental to the Club upon player’s first offense.

(xvii) Conduct detrimental to Club—maximum fine of an amount equal to one week’s salary and/or suspension without pay for a period not to exceed four (4) weeks. This maximum applies without limitation to any deactivation of a player in response to player conduct (other than a deactivation in response to a player’s on-field playing ability), and any such deactivation, even with pay, shall be considered discipline subject to the limits set forth in this section. The Non-Injury Grievance Arbitrator’s decision in *Terrell Owens* (Nov. 23, 2005) is thus expressly overruled as to any Club decision to deactivate a player in response to the player’s conduct.

(c) **Maximum Discipline in Other League Years.** The amounts set forth in Section 1(b) above and Section 7 below are for the 2020 and 2021 League Years. The amounts for the 2022–2030 League Years shall be as set forth in Exhibit A to this Article.

**Section 2. Published Lists:**

(a) All Clubs must publish and make available to all players at the commencement of preseason training camp a complete list of the discipline that can be imposed for both designated offenses within the limits set by the maximum schedule referred to in Section 1 above and for other violations of reasonable Club rules. A Club may notify a player of a violation by providing written notice to the player at the Club or at any address where the Club reasonably expects the player to be located.

(b) The Club will promptly notify the player of any discipline; notice of any Club fine under Subsection 1(b)(vi)-(ix) and of any “conduct detrimental” fine or suspension will be sent to the NFLPA.

**Section 3. Uniformity:**

(a) Discipline will be imposed uniformly within a Club on all players for the same offense; however, if the Club’s published list of discipline imposes fines for designated offenses that are less than the limits set by the maximum schedule set forth in Section 1(b) above, the Club may specify the events which create an escalation of the discipline, not to exceed such maximum limits, provided the formula for escalation is uniform in its application. Nothing in this Section 3 shall preclude any Club from imposing a fine and/or a suspension without pay for conduct detrimental to the Club, as set forth in Section 1(b)(xvii) above, in any case in which the same player has committed repeated offenses, which offenses need not be in the same disciplinary category, in the same League Year, whether or not the fines imposed for the player’s prior offenses were escalated as described in the immediately preceding sentence of this Section or pursuant to Progressive Discipline, as described in Section 1(a) above; provided, however, that (i) unless otherwise permitted under this Agreement or arbitration precedent, no Club may impose a fine and/or suspension without pay for conduct detrimental to the Club prior to the player’s fourth violation in the same League Year of any category listed in Subsections 1(b)(ii)-(v), 1(b)(x), and 1(b)(xii)-(xv) above, which offenses need not be in the same disciplinary category; (ii) multiple violations of such Subsections on the same day (e.g., unexcused missed mandatory meeting, scheduled appointment with trainer, and practice) shall subject the player to a separate fine for each such offense within the limits set forth in Sections 1 and 7 of this Article, but shall not be deemed repeated offenses within the same League Year for the purposes of this sentence; and (iii) no fine under Subsection 1(b)(i) (Overweight) may serve as the predicate, in whole or in part, for the imposition of discipline under Subsection 1(b)(xvii) (Conduct Detrimental to the Club). The NFLPA expressly reserves the right to challenge the imposition of such discipline for conduct detrimental to the Club based upon the absence of just cause and/or any other allowable bases for opposing discipline.

(b) Any disciplinary action imposed upon a player by the Commissioner pursuant to Article 46 will preclude or supersede disciplinary action by the Club for the same act or conduct.

**Section 4. Disputes:** Any dispute involving Club discipline must be processed exclusively under Article 43.

**Section 5. Deduction:**

(a) For the 2020 and 2021 League Years, any Club fine will be deducted at the rate of no more than \$3,500 from each pay period, if sufficient pay periods remain; or, if less than sufficient pay periods remain, the fine will be deducted in equal installments over the number of remaining pay periods. For the 2022–2025 League Years, the rate at which fines may be deducted from each pay period will increase from \$3,500 to \$4,000. For the 2026–2030 League Years the rate will increase from \$4,000 to \$5,000. Nothing in this Subsection (a) will apply to a suspension or for a fine under Subsections 1(b)(vi)-(ix).

(b) A fine under Subsections 1(b)(vi)-(ix) may be deducted from any payments owed to a player under any NFL Player Contract with the Club, or from any salary, bonus installments, Performance-Based Pay, Postseason Pay, Severance Pay or Termination Pay otherwise owed by the Club. The assignment and/or termination of a player's contract after events triggering a fine under Subsections 1(b)(vi)-(ix) shall not result in any waiver of the assigning or terminating Club's right to seek to recover the full amount of the fines.

(c) Clubs shall donate at least fifty percent (50%) of all fines collected pursuant to this Article in a given League Year to support local or other youth football programs. Each Club shall submit an annual report evidencing its compliance with this Subsection to the Management Council at the end of each League Year, which the Management Council shall provide to the NFLPA.

**Section 6. NFL Policies:** No Club may impose any discipline against a player, including but not limited to terminating the player's Player Contract, as a result of that Player's violation of the Policy on Performance-Enhancing Substances (formerly known as the Policy on Anabolic Steroids and Related Substances) or the Policy and Program on Substances of Abuse, or for failing any drug test, provided, however, that the fact that a player has violated either Policy, or has failed a drug test, will not preclude the termination of his Player Contract if such termination is otherwise expressly permissible under this Agreement or the player's Player Contract.

**Section 7. Cumulative Fines:** Any player who commits multiple offenses on the same day (e.g., missed mandatory team meeting, late for practice and missed scheduled appointment with trainer) shall be subject to a separate fine for each such offense, within the limits set by the maximum schedule set forth in Section 1 above; provided, however, that the cumulative amount for all such fines on a given day during preseason training camp shall not exceed \$31,025, and that the cumulative amount for all such fines on a given day during the regular season or postseason shall not exceed \$41,885. The cumulative fine limits set forth in this Section shall not apply to any violation as to which a player may be fined one week's regular season salary or to conduct detrimental to the Club. Nothing in this Section shall preclude the Club from denying payment of the Player's weekly salary or from seeking reimbursement from the Player under any forfeiture provision in the Player's Contract if such denial of payment or forfeiture is otherwise permissible under both the Player's Contract and this Agreement. Nor shall anything in this Section preclude a Club from imposing a fine and/or suspension without pay for conduct detrimental to the Club, as set forth in Section 1(b) above, in any case in which the same player has committed repeated offenses in the same League Year, as described in Section 3 above; provided,

however, that the NFLPA expressly reserves the right to challenge the imposition of such discipline for conduct detrimental to the Club based upon the absence of just cause and/or any other allowable bases for opposing discipline.

**Section 8. Effective Date:** The maximum discipline rules set forth above apply to all discipline imposed on or after the effective date of this Agreement.

**EXHIBIT A**  
**MAXIMUM FINE AMOUNTS FOR 2022–2030 LEAGUE YEARS**

Maximum Discipline for:	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Overweight / lbs per day	\$752	\$775	\$798	\$822	\$847	\$872	\$898	\$925	\$953
Unexcused late reporting for an activity that has been listed in Article 42, Section 1(b)(ii), e.g., meal	\$2,827	\$2,912	\$2,999	\$3,089	\$3,182	\$3,277	\$3,375	\$3,476	\$3,580
Failure to promptly report injury	\$2,827	\$2,912	\$2,999	\$3,089	\$3,182	\$3,277	\$3,375	\$3,476	\$3,580
Losing, damaging or altering Club-provided equipment	\$2,827	\$2,912	\$2,999	\$3,089	\$3,182	\$3,277	\$3,375	\$3,476	\$3,580
Throwing football into stands	\$2,827	\$2,912	\$2,999	\$3,089	\$3,182	\$3,277	\$3,375	\$3,476	\$3,580
Unexcused late reporting for or absence from preseason training camp by a player under contract, except for those signed as an Unrestricted Free Agent pursuant to Article 9 or a Drafted or Undrafted Rookie pursuant to Article 7; fine for each day of player’s absence	\$50,000	\$50,000	\$50,000	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

Maximum Discipline for:	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	
Unexcused late reporting for or absence from pre-season training camp by a player under contract signed as an Unrestricted Free Agent pursuant to Article 9; fine for each day of player's absence, plus one week's Paragraph 5 Salary for each preseason game missed	\$50,000	\$50,000	\$50,000	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	
Unexcused late reporting for or absence from pre-season training camp by a player under contract signed as a Drafted or Undrafted Rookie, except for a player in fifth League Year of Rookie Contract (option year) after Club has exercised Fifth-Year Option pursuant to Article 7, Section 7; fine for each day of player's absence	\$40,000	\$40,000	\$40,000	\$40,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	
Unexcused failure to report to or unexcused departure from mandatory off-season minicamp –maximum fine per day for each day thereafter of player's absence	1st Day	\$15,980	\$16,459	\$16,953	\$17,462	\$17,986	\$18,526	\$19,082	\$19,654	\$20,244
	2nd Day	\$31,961	\$32,920	\$33,908	\$34,925	\$35,973	\$37,052	\$38,164	\$39,309	\$40,488
	3rd Day	\$47,936	\$49,374	\$50,855	\$52,381	\$53,952	\$55,571	\$57,238	\$58,955	\$60,724
Cumulative fine amounts for preseason training camp	\$31,956	\$32,915	\$33,902	\$34,919	\$35,967	\$37,046	\$38,157	\$39,302	\$40,481	

Maximum Discipline for:	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Cumulative fine amounts for regular season or postseason	\$43,142	\$44,436	\$45,769	\$47,142	\$48,556	\$50,013	\$51,513	\$53,058	\$54,650
Material failure to follow rehabilitation program prescribed by Club physician	\$15,090	\$15,543	\$16,009	\$16,489	\$16,984	\$17,494	\$18,019	\$18,560	\$19,117
Unexcused missed activity that has been listed in Article 42, Section 1(b)(x), e.g., missed meal	\$15,090	\$15,543	\$16,009	\$16,489	\$16,984	\$17,494	\$18,019	\$18,560	\$19,117
Unexcused missed team transportation (transportation expenses not included)	\$15,090	\$15,543	\$16,009	\$16,489	\$16,984	\$17,494	\$18,019	\$18,560	\$19,117
Loss of all or part of playbook, scouting report or game plan	\$15,090	\$15,543	\$16,009	\$16,489	\$16,984	\$17,494	\$18,019	\$18,560	\$19,117
Ejection from game	\$39,949	\$41,147	\$42,381	\$43,652	\$44,962	\$46,311	\$47,700	\$49,131	\$50,605

## ARTICLE 43 NON-INJURY GRIEVANCE

**Section 1. Definition:** Any dispute (hereinafter referred to as a “grievance”) arising after the execution of this Agreement and involving the interpretation of, application of, or compliance with, any provision of this Agreement, the NFL Player Contract, the Practice Squad Player Contract, or any applicable provision of the NFL Constitution and Bylaws or NFL Rules pertaining to the terms and conditions of employment of NFL players, will be resolved exclusively in accordance with the procedure set forth in this Article, except wherever another method of dispute resolution is set forth elsewhere in this Agreement.

**Section 2. Initiation:** A grievance may be initiated by a player, a Club, the Management Council, or the NFLPA. A grievance must be initiated within fifty (50) days from the date of the occurrence or non-occurrence upon which the grievance is based, or within fifty (50) days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the grievance, whichever is later. A player need not be under contract to a Club at the time a grievance relating to him arises or at the time such grievance is initiated or processed.

**Section 3. Filing:** Subject to the provisions of Section 2 above, a player or the NFLPA may initiate a grievance by filing a written notice by certified mail, fax, or electronically via .pdf with the Management Council and furnishing a copy of such notice to the Club(s) involved; a Club or the Management Council may initiate a grievance by filing written notice by certified mail, fax, or electronically via .pdf with the NFLPA and furnishing a copy of such notice to the player(s) involved. The notice will set forth the specifics of the alleged action or inaction giving rise to the grievance. If a grievance is filed by a player without the involvement of the NFLPA, the Management Council will promptly send copies of the grievance and answer to the NFLPA. The party to whom a Non-Injury Grievance has been presented will answer in writing by certified mail, fax, or electronically via .pdf within ten (10) days of receipt of the grievance. The answer will set forth admissions or denials as to the facts alleged in the grievance. If the answer denies the grievance, the specific grounds for denial will be set forth. The answer may also raise the special defenses set forth in Article 30, Section 3, Article 45, Section 6(b) and Article 45, Section 10(b) of this Agreement, if applicable. The answering party will provide a copy of the answer to the player(s) or Club(s) involved and the NFLPA or the Management Council as may be applicable. See also Section 14 below regarding electronic exchange of Standard Grievance Correspondence.

**Section 4. Ordinary and Expedited Appeal:** If a grievance is not resolved after it has been filed and answered, either the player(s) or Club(s) involved, or the NFLPA, or the Management Council may appeal such grievance by filing a written notice of appeal with the Notice Arbitrator and mailing copies thereof to the party or parties against whom such appeal is taken, and either the NFLPA or the Management Council as may be appropriate. If the grievance involves a suspension of a player by a Club, the player or NFLPA will have the option to appeal it immediately upon filing to the Notice Arbitrator and a hearing



will be held by an arbitrator designated by the Notice Arbitrator within seven (7) days of the filing of the grievance. The NFLPA and the NFL will engage in good faith efforts to schedule grievances involving suspension of a player by a Club prior to the Club's next scheduled game. In addition, the NFLPA and the Management Council will each have the right of immediate appeal and hearing within seven (7) days with respect to four (4) grievances of their respective choice each calendar year. The arbitrator(s) designated to hear such grievances will issue their decision(s) within five (5) days of the completion of the hearing. Pre-hearing briefs may be filed by either party and, if filed, will be exchanged prior to hearing.

**Section 5. Discovery and Prehearing Procedures:**

(a)(i) Any party may seek bifurcation of a grievance to assert a claim of untimeliness. Bifurcation motions shall be presented in writing to the other party and the arbitrator in the moving party's answer or at any time no later than seven (7) days prior to the scheduled hearing on the merits of the grievance. If an arbitrator has not yet been assigned to hear the grievance then the moving party shall file the motion with the Notice Arbitrator, who will decide the motion or assign it to a member of the Non-Injury Grievance Arbitration panel. A party's decision to pursue a bifurcated hearing may not delay the processing of a hearing scheduled on the merits of the grievance. For any motions made at least thirty (30) days before a hearing on the merits of the grievance, the parties will use their best efforts to schedule the bifurcated hearing at least ten (10) days before the scheduled hearing on the merits of the grievance. In any case where a timely motion for bifurcation is made, but a bifurcated hearing is not held, the arbitrator shall decide the issue of timeliness during the hearing on the merits.

(ii) If a defense of untimeliness is not raised at least seven (7) days before the scheduled hearing on the merits of the grievance, the parties will be precluded from arguing that defense. However, where a party learns of facts supporting the defense fewer than seven days prior to the hearing, during the hearing, or in a post-hearing deposition, the party must present the defense to the opposing party and arbitrator within seven (7) days of when the facts supporting the defense became known or reasonably should have been known to the party. An assertion at the hearing, or subsequent to the hearing, of a newly-discovered untimeliness defense will enable either party to present additional testimony, including the opportunity to recall witnesses or call new witnesses.

(iii) If a grievance is ultimately dismissed based on a finding of untimeliness, the arbitrator shall issue a written decision limited to that issue, and such ruling shall be final.

(b) No later than fourteen (14) days prior to the date set for any hearing, each party will submit to the other copies of all documents, reports and records relevant to the dispute. Failure to submit such documents, reports and records no later than fourteen (14) days prior to the hearing will preclude the non-complying party from submitting such documents, reports and records into evidence at the hearing, but the other party will have the opportunity to examine such documents, reports and records at the hearing and to introduce those it desires into evidence, except that relevant documents submitted to the opposing party less than fourteen (14) days before the hearing will be admissible provided that the proffering party and the custodian(s) of the documents made a good faith effort

to obtain (or discover the existence of) said documents or that the document's relevance was not discovered until the hearing date. In the case of an expedited grievance pursuant to Section 4, such documentary evidence shall be exchanged on or before two (2) days prior to the date set for the hearing unless the arbitrator indicates otherwise.

**Section 6. Arbitration Panel:** There will be a panel of four (4) arbitrators, whose appointment must be accepted in writing by the NFLPA and the Management Council. The parties will designate the Notice Arbitrator within ten (10) days of the execution of this Agreement. In the event of a vacancy in the position of Notice Arbitrator, the senior arbitrator in terms of service as a Non-Injury Grievance Arbitrator will succeed to the position of Notice Arbitrator, and the resultant vacancy on the panel will be filled according to the procedures of this Section. Either party to this Agreement may discharge a member of the arbitration panel by serving written notice upon the arbitrator and the other party to this Agreement from July 10 through July 20 of each year, but at no time shall such discharges result in no arbitrators remaining on the panel. If an arbitrator has been discharged, he or she shall retain jurisdiction for any case in which the hearing has commenced. If either party discharges an arbitrator, the other party shall have two (2) business days to discharge any other arbitrator. If the parties are unable to agree on a new arbitrator within thirty (30) days of any vacancy, the Notice Arbitrator shall submit a list of ten (10) qualified and experienced arbitrators to the NFLPA and the Management Council. Within fourteen (14) days of the receipt of the list, the NFLPA and the Management Council shall select one arbitrator from the list by alternately striking names until only one remains, with a coin flip determining the first strike. The next vacancy occurring will be filled in similar fashion, with the party who initially struck first then striking second. The parties will alternate striking first for future vacancies occurring thereafter during the term of this Agreement. If either party fails to cooperate in the striking process, the other party may select one of the nominees on the list and the other party will be bound by such selection.

**Section 7. Hearing:**

(a) Each arbitrator will designate a minimum of twelve (12) hearing dates per year, exclusive of the period July 1 through September 10 for non-expedited cases, for use by the parties to this Agreement. Upon being appointed, each arbitrator will, after consultation with the Notice Arbitrator, provide to the NFLPA and the Management Council specified hearing dates for such ensuing period, which process will be repeated on a regular basis thereafter. The parties will notify each arbitrator thirty (30) days in advance of which dates the following month are going to be used by the parties. The designated arbitrator will set the hearing on his next reserved date in the Club city unless the parties agree otherwise. If a grievance is set for hearing and the hearing date is then postponed by a party within thirty (30) days of the hearing, the postponement fee of the arbitrator will be borne by the postponing party unless the arbitrator determines that the postponement was for good cause. Should good cause be found, the parties will bear any postponement costs equally. If the arbitrator in question cannot reschedule the hearing within thirty (30) days of the postponed date, the case may be reassigned by the Notice Arbitrator to another panel member who has a hearing date available within the thirty (30) day period. At the hearing, the parties to the grievance and the NFLPA and Management Council will have

the right to present, by testimony or otherwise, and subject to Section 5, any evidence relevant to the grievance. All hearings will be transcribed.

(b) If a witness is unable to attend the hearing, the party offering the testimony shall inform the other party of the identity and unavailability of the witness to attend the hearing. At the hearing or within fourteen (14) days thereafter, the parties will agree upon dates to take testimony of unavailable witnesses, which dates will be within forty-five (45) days of the parties' receipt of the hearing transcript. The record should be closed sixty (60) days after the hearing date unless mutually extended notwithstanding any party's failure to present post-hearing testimony within the above-mentioned time period. If a witness is unavailable to attend the hearing, the witness' testimony may be taken by telephone conference call if the parties agree. In instances in which the parties agree that the material facts giving rise to the grievance are not in dispute, the arbitrator shall have the authority to decide the merits of the case solely on the written submissions of the parties. In cases where the amount claimed is less than \$25,000, the parties may agree to hold the hearing by telephone conference call. If either party requests post-hearing briefs, the parties shall prepare and simultaneously submit briefs except in grievances involving non-suspension Club discipline where less than \$25,000 is at issue, in which cases briefs will not be submitted, unless requested by the arbitrator.

(c) In each instance in which briefs are not submitted, within fourteen (14) days of the closing of the record, either party may submit to the Arbitrator prior opinions for the arbitrator's consideration in issuing the decision. Briefs must be submitted to the arbitrator no later than sixty (60) days after receipt of the last transcript.

**Section 8. Arbitrator's Decision and Award:** The arbitrator will issue a written decision within thirty (30) days of the submission of briefs, but in no event shall he or she consider briefs filed by either party more than sixty (60) days after receipt of the last transcript, unless the parties agree otherwise. The decision of the arbitrator will constitute full, final and complete disposition of the grievance, and will be binding upon the player(s) and Club(s) involved and the parties to this Agreement, provided, however, that the arbitrator will not have the jurisdiction or authority: (a) to add to, subtract from, or alter in any way the provisions of this Agreement or any other applicable document; or (b) to grant any remedy other than a money award, an order of reinstatement, suspension without pay, a stay of suspension pending decision, a cease and desist order, a credit or benefit award under the Bert Bell/Pete Rozelle NFL Player Retirement Plan, or an order of compliance with a specific term of this Agreement or any other applicable document, or an advisory opinion pursuant to Article 39, Section 5(f). In the event the arbitrator finds liability on the part of any party, he or she shall award Interest beginning one year from the date of the last regular season game of the season of the grievance.

**Section 9. Time Limits:** Each of the time limits set forth in this Article may be extended by mutual written agreement of the parties involved. If any grievance is not processed or resolved in accordance with the prescribed time limits within any step, unless an extension of time has been mutually agreed upon in writing, either the player, the NFLPA, the Club

or the Management Council, as the case may be, after notifying the other party of its intent in writing, may proceed to the next step.

**Section 10. Representation:** In any hearing provided for in this Article, a player may be accompanied by counsel of his choice and/or a representative of the NFLPA. In any such hearing, a Club representative may be accompanied by counsel of his choice and/or a representative of the Management Council.

**Section 11. Costs:** Subject to Section 7, all costs of arbitration, including the fees and expenses of the arbitrator and the transcript costs, will be borne equally between the parties. Notwithstanding the above, if the hearing occurs in the Club city and if the arbitrator finds liability on the part of the Club, the arbitrator shall award the player reasonable expenses incurred in traveling to and from his residence to the Club city, lodging, and meal expenses in accordance with Article 34.

**Section 12. Payment:** If an award is made by the arbitrator, payment will be made within thirty (30) days of the receipt of the award to the NFL or Club, to the player, or jointly to the player and the NFLPA provided the player has given written authorization for such joint payment. The time limit for payment may be extended by mutual consent of the parties or by a finding of good cause for the extension by the arbitrator. Where payment is unduly delayed beyond thirty (30) days, double Interest will be assessed from the date of the decision. The arbitrator shall retain jurisdiction of the case for the purpose of awarding post-hearing interest pursuant to this Section.

**Section 13. Grievance Settlement Committee:** A grievance settlement committee consisting of representatives of the NFLPA and representatives of the Management Council shall meet annually between the end of the regular season and the annual arbitration scheduling conference. The committee shall engage in good faith efforts to settle or bifurcate any pending grievances. No evidence will be taken at such meetings, except parties involved in the grievance may be contacted to obtain information about their dispute. If the committee resolves any grievance by mutual agreement of its members, such resolution will be made in writing and will constitute full, final and complete disposition of the grievance and will be binding upon the player(s) and the Club(s) involved and the parties to this Agreement.

**Section 14. Standard Grievance Correspondence:**

(a) Standard Grievance Correspondence is defined as and includes the following documents: Injury and Non-Injury Grievance filings; answers; appeals; arbitration selection letters; hearing setup letters; discovery letters and documents; correspondence regarding neutral physician examination(s), including requests by the neutral physician for tests, films or other documents; hearing, deposition, or other general scheduling letters; withdrawal letters; pre- and post-hearing briefs; and settlement and release agreements.

(b) Standard Grievance Correspondence may be sent via .pdf e-mail; all parties shall use their best efforts to send Standard Grievance Correspondence via e-mail.

(c) The NFL and NFLPA will provide each other with a list of designated e-mail addresses for the receipt of Standard Grievance Correspondence. The subject line of any Standard Grievance Correspondence sent via e-mail shall include the full name of the player(s), the name of the Club(s) involved and the date of filing.

(d) The parties shall agree to additional procedures to govern the electronic transmission of Standard Grievance Correspondence, as may be warranted.

## ARTICLE 44 INJURY GRIEVANCE

**Section 1. Definition:** An “Injury Grievance” is a claim or complaint that, at the time a player’s NFL Player Contract or Practice Squad Player Contract was terminated by a Club, the player was physically unable to perform the services required of him by that contract because of an injury incurred in the performance of his services under that contract. All time limitations in this Article may be extended by mutual agreement of the parties.

**Section 2. Filing:** Any player and/or the NFLPA must present an Injury Grievance in writing to a Club, with a copy to the Management Council, within twenty-five (25) days from the date it became known or should have become known to the player that his contract had been terminated. The grievance will set forth the approximate date of the alleged injury and its general nature. If a grievance is filed by a player without the involvement of the NFLPA, the Management Council will promptly send copies of the grievance and the answer to the NFLPA.

**Section 3. Answer:**

(a) The Club to which an Injury Grievance has been presented will answer in writing within ten (10) days. If the answer contains a denial of the claim, the general grounds for such denial will be set forth. The answer may raise any special defense, including but not limited to the following:

(1) That the player did not pass the physical examination administered by the Club physician at the beginning of the preseason training camp for the year in question. This defense will not be available if: (i) the Player was injured during offseason workouts at the club facility under the direction of a club official prior to not passing the physical examination or (ii) the player participated in any team drills following his physical examination or in any preseason or regular season game; provided, however, that the Club physician may require the player to undergo certain exercises or activities, not team drills, to determine whether the player will pass the physical examination;

(2) That the player failed to make full and complete disclosure of his known physical or mental condition when questioned during a physical examination by the Club;

(3) That the player’s injury occurred prior to the physical examination and the player knowingly executed a waiver or release prior to the physical examination or his commencement of practice for the season in question which specifically pertained to such prior injury;

(4) That the player’s injury arose solely from a non-football-related cause subsequent to the physical examination;

(5) That subsequent to the physical examination the player suffered no new football-related injury;

(6) That subsequent to the physical examination the player suffered no football-related aggravation of a prior injury reducing his physical capacity below the level existing at the time of his physical examination as contemporaneously recorded by the Club physician.

(b) The Club or the Management Council must advise the grievant and the NFLPA in writing no later than seven (7) days before the hearing of any special defense to be raised at the hearing. Failure to provide such notice will preclude the Club and Management Council from arguing that defense. However, where the Club and Management Council learn of facts supporting a special defense fewer than seven days prior to the hearing, during the hearing or in a post-hearing deposition, the Club and the Management Council must present notice of that special defense to the arbitrator and opposing party within seven (7) days of when the facts supporting that defense became known or reasonably should have become known to the Club and/or Management Council. An assertion at the hearing, or subsequent to the hearing, of a newly-discovered special defense will enable either party to present additional testimony, including the opportunity to recall witnesses or call new witnesses.

**Section 4. Neutral Physician:**

(a) The player must present himself for examination by a neutral physician in the Club city or the Club city closest to the player's residence within twenty (20) days from the date of the filing of the grievance. This time period may be extended by mutual consent if the neutral physician is not available. Neither Club nor player may submit any medical records to the neutral physician, nor may the Club physician or player's physician communicate with the neutral physician. The neutral physician will not become the treating physician nor will the neutral physician examination involve more than one office visit without the prior approval of both the NFLPA and Management Council. The neutral physician may not review any objective medical tests unless all parties mutually agree to provide such results. The neutral physician may not perform any diagnostic tests unless all parties consent. The neutral physician is required to submit to the parties a detailed medical report of his examination.

(b) In cases in which the player alleges that he suffered a closed head injury or concussion with resulting cognitive deficit, somatic symptoms and/or other concussion symptoms, the player must present himself for cognitive functioning testing and/or other appropriate testing and examination by a neutral neuropsychologist in either the city nearest the player's residence or the Club city. Absent medical limitations, the unavailability of the neuropsychologist or the unavailability of medical records, such testing and examination must occur within thirty (30) days from the date of the filing of the grievance. The neutral neuropsychologist will be provided with all medical records of closed head trauma and/or concussions including baseline testing, within the possession of Club and player. All other requirements and limitations set forth in this Article regarding the neutral physician process shall apply to such testing and examination except that if a neutral neuropsychologist's examination spans multiple days, it will be considered one office visit. The neutral neuropsychologist must prepare and submit a detailed report regarding his examination and the player's cognitive functioning and other symptoms, if any, of concussion or closed head injury affecting the player's ability to return to play at the date of the examination. If the neutral neuropsychologist in his sole discretion determines that the player should be examined by another physician of appropriate specialization in order to complete his neutral physician report, the neuropsychologist shall have the authority to refer such player for such additional examination. In such circumstances, the report of

the neutral neuropsychologist shall be designated as the neutral physician report and may incorporate any findings or opinion of the referral doctor.

(c) In order to facilitate settlement of grievances, the parties periodically will consult with neutral physicians by telephone conference call to obtain preliminary opinions as to the length of time, if any, after their examinations before players would be physically able to perform contract services. The NFLPA will use its best efforts to make the neutral physicians in each Club city equally available to the players who file Injury Grievances.

(d) The arbitrator will consider the neutral physician's findings conclusive with regard to the physical condition of the player and the extent of an injury at the time of his examination by the neutral physician. The arbitrator will decide the dispute in light of this finding and such other issues or defenses which may have been properly submitted to him. In cases in which the player is alleging that he suffered a closed head injury or concussion with resulting cognitive deficit, somatic symptoms and/or other concussion symptoms, the report of the neutral neuropsychologist shall be considered conclusive with regard to the player's cognitive functioning and other objective findings as well as the extent of the injury at the time of the examination.

**Section 5. Neutral Physician List:**

The NFLPA and the Management Council will maintain a jointly-approved list of neutral physicians, including at least two orthopedic physicians and two neuropsychologists in each city in which a Club is located. This list will be subject to review and modification between February 1 and April 15 of each year, at which time either party may eliminate any two neutral physicians from the list by written notice to the other party. When vacancies occur, the NFLPA and the Management Council will each submit a list of three (3) replacements to the other party within thirty (30) days for each NFL city where a vacancy exists. If the parties are unable to agree on a replacement, within ten (10) days they will select a neutral for each city by alternately striking names. The party to strike a name first will be determined by a flip of a coin. If either party fails to cooperate in the striking process the other party may select one of the nominees on its list, and the other party will be bound by such selection. The next vacancy occurring will be filled in similar fashion with the party who initially struck first then striking second. The parties will alternate striking first for future vacancies occurring thereafter during the term of this Agreement.

**Section 6. Appeal:** An Injury Grievance may be appealed to an arbitrator by filing of written notice of appeal with the Chairperson of the arbitration panel at least seven (7) days prior to the Settlement Committee meeting, but no later than the Injury Grievance scheduling meeting.

**Section 7. Arbitration Panel:** There will be a panel of five (5) arbitrators, whose appointment must be accepted in writing by the NFLPA and the Management Council. The parties shall designate the Chairperson of the panel. In the event of a vacancy in the position of the Chairperson of the panel, the senior Injury Grievance Arbitrator will succeed to the position of Chairperson of the panel, and the resultant vacancy on the panel will be



filled according to the procedures of this Section. Either party to this Agreement may discharge a member of the arbitration panel by serving written notice upon the arbitrator and the other party to this Agreement from July 10 through July 20 of each year, but at no time shall such discharges result in no arbitrators remaining on the panel. If either party discharges an arbitrator, the other party shall have two (2) business days to discharge any other arbitrator. If an arbitrator has been discharged he or she shall retain jurisdiction for any case in which the hearing has commenced. Any vacancies occurring on the arbitration panel will be filled as follows: If the parties are unable to agree to a new arbitrator within thirty (30) days of the occurrence of the vacancy, the Chairperson of the panel shall submit a list of ten (10) qualified and experienced arbitrators to the NFLPA and the Management Council. Within fourteen (14) days of the receipt of the list, the NFLPA and the Management Council shall select one arbitrator from the list by alternately striking names until only one remains, with a coin flip determining the first strike. The next vacancy occurring will be filled in similar fashion, with the party who initially struck first then striking second. The parties will alternate striking first for future vacancies occurring thereafter during the term of this Agreement. If either party fails to cooperate in the striking process, the other party may select one of the nominees on the list and the other party will be bound by such selection.

***Section 8. Hearing:***

(a) Each arbitrator shall designate a minimum of twelve hearing dates per year, exclusive of the period July 1 through September 10, for use by the parties to this Agreement. Upon being appointed, each arbitrator will, after consultation with the Chairperson, provide to the NFLPA and the Management Council specified hearing dates for each of the ensuing six months, which process will be repeated on a semiannual basis thereafter. The parties will notify each arbitrator thirty (30) days in advance of which dates the following month are going to be used by the parties. The designated arbitrator will set the hearing on his or her next reserved date in the Club city, unless the parties agree otherwise. If a grievance is set for hearing and the hearing date is then postponed by a party within thirty (30) days of the hearing, the postponement fee of the arbitrator will be borne by the postponing party, unless the arbitrator determines that the postponement was for good cause. Should good cause be found, the parties will bear any postponement costs equally. If the arbitrator in question cannot reschedule the hearing within thirty (30) days of the postponed date, the case may be reassigned by the Chairperson to another panel member who has a hearing date available within the thirty (30) day period. At the hearing, the parties to the grievance and the NFLPA and Management Council will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. The NFLPA and the Management Council have the right to attend all grievance hearings. All hearings shall be transcribed.

(b) If a witness is unable to attend the hearing, the party offering the testimony shall inform the other party of the identity and unavailability of the witness to attend the hearing. At the hearing or within fourteen (14) days thereafter, the party offering the testimony of the unavailable witness must offer the other party two possible dates within the next forty-five (45) days to take the witness' testimony. The other party shall have the

opportunity to choose the date. The record should be closed sixty (60) days after the hearing date unless mutually extended notwithstanding any party's failure to present post-hearing testimony within the above-mentioned time period. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call if the parties agree. In cases where the amount claimed is less than \$25,000, the parties may agree to hold the hearing by telephone conference call.

(c)(i) Any party may seek bifurcation of a grievance to assert a claim of untimeliness. Bifurcation motions shall be presented in writing to the other party and the arbitrator in the moving party's answer or at any time no later than seven (7) days prior to the scheduled hearing on the merits of the grievance. If an arbitrator has not yet been assigned to hear the grievance then the moving party shall file the motion with the Chairperson of the Arbitration panel, who will decide the motion or assign it to a member of the Injury Grievance Arbitration panel. A party's decision to pursue a bifurcated hearing may not delay the processing of a hearing scheduled on the merits of the grievance. For any motions made at least thirty (30) days before a hearing on the merits of the grievance, the parties will use their best efforts to schedule the bifurcated hearing at least ten (10) days before the scheduled hearing on the merits of the grievance. In any case where a timely motion for bifurcation is made, but a bifurcated hearing is not held, the arbitrator shall decide the issue of timeliness during the hearing on the merits.

(ii) If a defense of untimeliness is not raised at least seven (7) days before the scheduled hearing on the merits of the grievance, the parties will be precluded from arguing that defense. However, where a party learns of facts supporting the defense less than seven days prior to the hearing, during the hearing, or in a post-hearing deposition, the party must present the defense to the opposing party and arbitrator within seven (7) days of when the facts supporting the defense became known or reasonably should have been known to the party.

(iii) If a grievance is ultimately dismissed based on a finding of untimeliness, the arbitrator shall issue a written decision limited to that issue, and such ruling shall be final and binding.

(d) Post-hearing briefs must be submitted to the arbitrator no later than sixty-five (65) days after receipt of the last transcript. The arbitrator will issue a written decision within thirty (30) days of the submission of briefs but shall not consider briefs filed by either party more than sixty-five (65) days after receipt of the last transcript, unless the parties agree otherwise. The arbitrator's decision will be final and binding; provided, however, that no arbitrator will have the authority to add to, subtract from, or alter in any way any provision of this Agreement or any other applicable document. In the event the arbitrator finds liability on the part of the Club, he or she shall award Interest beginning one year from the date of the last regular season game of the season of injury.

**Section 9. Expenses:** Expenses charged by a neutral physician will be shared equally by the Club and the player. All travel expenses incurred by the player in connection with his examination by a neutral physician of his choice will be borne by the player. The parties will share equally in the expenses of any arbitration engaged in pursuant to this Article; provided, however, the respective parties will bear the expenses of attendance of their own witnesses. Notwithstanding the above, if the hearing is held in the Club city and if the

arbitrator finds liability on the part of the Club, the arbitrator shall award the player reasonable expenses incurred in traveling to and from his residence to the Club city, lodging and meal expenses in accordance with Article 34. The arbitrator may award the player payments for medical expenses incurred or which will be incurred in connection with that injury.

**Section 10. Pension Credit:** Any player who receives payment for three or more regular season games (or such other minimum number of regular season games required by the Bert Bell/Pete Rozelle NFL Retirement Plan for a year of Credited Service) during any year as a result of filing an Injury Grievance or settlement of a potential Injury Grievance will be credited with one year of Credited Service under the Bert Bell/Pete Rozelle NFL Player Retirement Plan for the year in which he was injured.

**Section 11. Payment:**

(a) If an award is made by the arbitrator, payment will be made within thirty (30) days of the receipt of the award to the player or jointly to the player and the NFLPA, provided the player has given written authorization for such joint payment. The time limit for payment may be extended by mutual consent of the parties or by a finding of good cause for the extension by the arbitrator. Where payment is unduly delayed beyond thirty (30) days, double Interest will be assessed against the Club from the date of the decision. The arbitrator shall retain jurisdiction of the case for the purpose of awarding post-hearing interest pursuant to this Section.

(b) Any player who does not qualify for group health insurance coverage in a given Plan Year under the NFL Player Insurance Plan as a result of being terminated while physically unable to perform and who receives payment for at least one (1) regular or post-season game via an injury grievance award or injury settlement for that Plan Year shall receive a payment in an amount determined by multiplying the number of months in that Plan Year for which he would have been eligible for coverage had he qualified for group health insurance coverage in that Plan Year by the premium the Player Insurance Plan charged for COBRA coverage during that period.

**Section 12. Presumption of Fitness:** If the player passes the physical examination of the Club prior to the preseason training camp for the year in question, having made full and complete disclosure of his known physical and mental condition when questioned by the Club physician during the physical examination, it will be presumed that such player was physically fit to play football on the date of such examination.

**Section 13. Playoff Money:** If the arbitrator finds that an injured player remained physically unable to perform the services required of him by his contract during the NFL postseason playoffs and if the Club in question participated in the playoffs that season, the player will be entitled to and the arbitrator shall award, such playoff money as though he had been on the Injured Reserve list at the time of the playoff games in question, should he otherwise qualify for such pay pursuant to Article 37.

**Section 14. Information Exchange:** The NFLPA and the Management Council must confer on a regular basis concerning the status of pending Injury Grievances and the attribution of any Injury Grievance exposure to Team Salary under Article 13. Any communications pursuant to this Section are inadmissible in any grievance hearing.

**Section 15. Discovery:** No later than fourteen (14) days prior to the hearing, each party will submit to the other copies of all documents, reports and records relevant to the Injury Grievance hearing. Failure to submit such documents, reports and records no later than fourteen (14) days prior to the hearing will preclude the non-complying party from submitting such documents, reports and records into evidence at the hearing, but the other party will have the opportunity to examine such documents, reports and records at the hearing and to introduce those it so desires into evidence, except that relevant documents submitted to the opposing party less than ten (10) days before the hearing shall be admissible provided the offering party and the custodian(s) of the documents made good faith effort to obtain (or discover the existence of) such documents or that the documents' relevance was not discovered until the hearing.

**Section 16. Grievance Settlement Committee:** A grievance settlement committee consisting of representatives of the NFLPA and representatives of the NFL shall meet annually between the end of the regular season and the annual arbitration scheduling conference. The committee shall engage in good faith efforts to settle or bifurcate any pending Injury Grievances. No evidence will be taken at such meetings, except parties involved in the grievance may be contacted to obtain information about their dispute. If the committee resolves any grievance by mutual agreement of its members, such resolution will be made in writing and will constitute full, final and complete disposition of the grievance and will be binding upon the player(s) and the Club(s) involved and the parties to this Agreement.

**Section 17. Settlement Agreements:** Grievances settled prior to the issuance of an arbitration award will be memorialized in the standard Settlement and Release Agreement, which may include a notification of grievant's right to file a Workers' Compensation Claim, if applicable, as set forth in Appendix L. This form may be amended and/or supplemented if the parties agree and/or if required by state law.

**Section 18. Standard Grievance Correspondence:** The provisions of Article 43, Section 14 shall apply to Injury Grievances.

## ARTICLE 45 INJURY PROTECTION

**Section 1. Transition Rules:** Notwithstanding anything to the contrary in this Article, all claims, payments, and awards of the Injury Protection Benefit and/or the Extended Injury Protection Benefit shall be subject to the transition rules set forth in this Section 1.

(a) With respect to (i) any injury in the 2018 season for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2019 season and/or the Extended Injury Protection Benefit applicable to the 2020 season; and (ii) any injury in the 2019 season for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2020 season and/or the Extended Injury Protection Benefit applicable to the 2021 season, all such claims, payments, and awards shall be governed by Article 45, Article 13, Section 5(h), and Article 12, Section 2(a)(iii) of the 2011 CBA, which provisions are carried forward without amendment and incorporated by reference in this Agreement as if fully set forth herein, but such carry forward and incorporation is only for the purpose of this Subsection 1(a).

(i) In the case of a claim for the Extended Injury Protection Benefit applicable to the 2021 season, the maximum amount of such Extended Injury Protection Benefit shall be \$575,000.

(b) With respect to any injury in the 2020 season (or any subsequent season) for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2021 season (or any subsequent season covered by this Agreement) and/or the Extended Injury Protection Benefit applicable to the 2022 season (or any subsequent season covered by this Agreement), all such claims, payments and awards shall be governed by Article 45, Article 13, Section 5(h), and Article 12, Section 2(a)(iii) of this Agreement.

**Section 2. Qualification:** A player will receive the Injury Protection Benefit in accordance with Section 3 if the player's contract was terminated by his Club and he satisfies all of the criteria below:

(a) The player must have been physically unable, because of a severe football injury in an NFL game or practice, to participate in all or part of his Club's last game of the season of injury, as certified by the Club physician following a physical examination after the last game; or the player must have undergone Club-authorized surgery in the off-season following the season of injury; and

(b) The player must have undergone whatever reasonable and customary rehabilitation treatment the Club required of him during the off-season following the season of injury. The Club shall be responsible for the costs of such reasonable and customary rehabilitation treatment, regardless of whether the player remains employed by the Club during that off-season; and

(c) A player under contract must have failed a physical examination given by his Club for the purpose of determining his eligibility for the Injury Protection Benefit on or before August 1 of the season following the season of injury. A player whose contract has been terminated prior to being given the physical examination contemplated by this Subsection may only be given one such physical exam on or before August 1 of the applicable season. This physical examination referenced in this Subsection must be given by

either the Club physician or a physician designated by the Club so long as the fact that the examination is being given for the purpose of determining the player's eligibility for the Injury Protection benefit is clearly communicated in writing to the player at the time of the physical exam. The Club shall be responsible for any travel and lodging costs associated with such exam.

The physical examination given for qualification for the Injury Protection Benefit need only be that necessary and appropriate to evaluate the injury or injuries for which the benefit is sought. For the avoidance of doubt, nothing in this Section 2(c) shall alter the arbitration precedent concerning the "preseason physical" exam required to qualify for Injury Protection. A Club cannot avoid Injury Protection liability by failing or refusing to perform the exam in a timely manner, provided that the player cooperates in the administration of the physical examination.

(d) If the player's NFL Player Contract for the season of injury expires and the player subsequently signs a contract with the prior Club for the season following the season of injury, the player shall be eligible for the Injury Protection Benefit applicable to that season if all other requirements are satisfied. Conversely, if the same player signs such a contract with a new Club, the player shall not be eligible for the Injury Protection Benefit under that contract.

**Section 3. Benefit:**

(a) Except as otherwise required by operation of Section 1 above, a player qualifying under Section 2 above will receive an amount equal to 100% of his Paragraph 5 Salary for the season following the season of injury. Notwithstanding the immediately preceding sentence, under no circumstances shall the above-described amount (i.e., 100% of the player's Paragraph 5 Salary) exceed the following maximum payments: \$2,000,000, in the 2021-22 League Year; \$2,050,000, in the 2023-24 League Years; \$2,100,000, in the 2025-26 League Years; \$2,180,000, in the 2027-28 League Years; and \$2,260,000, in the 2029-2030 League Years.

(b) In the event that a player has guaranteed Paragraph 5 Salary in the season after his season of injury and/or the following season, that guaranteed compensation in those two seasons shall offset the amount of the Injury Protection Benefit and Extended Injury Protection Benefit on a dollar for dollar basis. No player may decline payment of any portion of the guaranteed salary provided for in the player's contract to which the player would otherwise be entitled for the purpose of asserting a claim for Injury Protection and/or Extended Injury Protection.

(c) A player will receive no amount of any contract covering the season subsequent to the season following the season of injury, except if he has individually negotiated more injury protection or a larger guaranteed salary in that contract for the affected year in question or if he qualifies for the Extended Injury Protection benefit described below. The benefit will be paid to the player in equal weekly installments commencing no later than the date of the first regular season game, which benefit payments will cease if the player signs a contract for that season with another Club. A player will not be entitled to the Injury Protection Benefit more than once during his playing career in the NFL.

**Section 4. Treatment of Injury Protection Benefit Payments:** In the 2021 and 2022 League Years, the first \$1,200,000 of any Injury Protection Benefit amount paid to a player shall be charged to the Club’s Team Salary as provided in Article 13, Section 5(h); any remaining amount paid to the player, up to the applicable maximum payment specified in Section 3(a) above, shall be treated as a Player Benefit Cost under Article 12, Section 2(a)(iii). In the 2021-2030 League Years, the maximum payment in any League Year shall be allocated between the Club’s Team Salary and Player Benefit Costs as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<b>Max Payment</b>	\$2,000	\$2,000	\$2,050	\$2,050	\$2,100	\$2,100	\$2,180	\$2,180	\$2,260	\$2,260
<b>Team Salary</b>	\$1,200	\$1,200	\$1,230	\$1,230	\$1,260	\$1,260	\$1,310	\$1,310	\$1,360	\$1,360
<b>Player Benefit</b>	\$800	\$800	\$820	\$820	\$840	\$840	\$870	\$870	\$900	\$900

(all amounts in thousands of dollars)

By way of example, without limitation to other examples, if in the 2021 League Year the player’s Injury Protection Benefit payment equals \$1,900,000 (representing 100% of his Paragraph 5 Salary), the first \$1,200,000 would be charged to Team Salary, and the remaining \$700,000 would be treated as a Player Benefit Cost. If in the 2021 League Year the player’s Injury Protection Benefit payment equals \$850,000 (representing 100% of his Paragraph 5 Salary), the entire amount would be charged to Team Salary. If in the 2021 League Year the player’s Paragraph 5 Salary equals \$3,000,000 and player’s Injury Protection Benefit payment equals \$2,000,000 (representing the maximum payment under Section 3(a) above), the first \$1,200,000 would be charged to Team Salary, and the remaining \$800,000 would be treated as a Player Benefit Cost, as indicated in the “2021” column of the above table.

**Section 5. Injury Protection Candidate List:** Following each NFL season, the NFL Management Council shall provide the NFLPA with a list of potential “Injury Protection candidates” on each of the 32 NFL Clubs. The Clubs will identify which players may qualify under Section 2(a) and 2(b) of this Article. The list shall identify the Club, player name, applicable category under Section 2(a) of this Article (i.e., whether the player was unable to play in all or part of the last game of the season because of a severe football injury, as certified by the Club Physician following a physical examination after the last game, or whether the player has undergone or is scheduled to undergo Club-authorized offseason surgery), and the injury or injuries that caused the player to be included on the list. The NFL Management Council shall provide such list to the NFLPA by February 15th (for non-playoff Clubs) and March 1st (for playoff Clubs). The NFL Management Council shall thereafter between March 1st and July 31st provide the NFLPA with periodic updates as the updates are received from the Clubs. A player’s inclusion on a Club’s list, or absence from a Club’s list, is not a presumption that the player qualifies for, or does not qualify for, the Injury Protection benefit under Section 2(a) and Section 2(b) of this

Article in any Non-Injury Grievance hearing pursuant to Article 43 of this Agreement for the Injury Protection benefit.

**Section 6. Disputes:**

(a) Any dispute under this Article will be processed under Article 43. In any grievance in which the NFLPA or a player is claiming an Injury Protection benefit, the NFLPA or the player may contend that the player should not have passed a physical examination given pursuant to Section 2(c) of this Article by his current or former Club on or before August 1 of the season following the season of a player's injury. In any such grievance, with respect to a player who remains under contract to the Club at the time his physical examination given pursuant to Subsection 2(c) of this Article, the NFLPA or the player may introduce evidence from a second opinion physician, provided that such physician conducted his examination of the player by August 15 or within fourteen days of written notice by the Club to the player that the player passed the examination given for this Article, whichever is later. With respect to a player whose contract has been terminated at the time of the physical examination given pursuant to Section 2(c) of this Article, the NFLPA or the player may introduce evidence from a physician selected by and paid for by the player regarding the player's physical condition at the time of the Club's physical exam, provided that such physician conducted his examination of the player by August 15 or within fourteen days of written notice by the Club to the player that the player passed the examination given for this Article, whichever is later. For the avoidance of doubt, unless player remains under contract with the Club, neither the NFL nor the Club shall be obligated to pay for the second opinion physician's examination of the player for purposes of this Article. Any such evidence will be considered with the evidence from the Club physician, and the arbitrator shall give no special deference to the evidence presented by either physician. If the NFLPA prevails in such a grievance, then the requirements of Section 2(c) above shall be deemed to have been satisfied.

(b) Beginning in the 2021 League Year (for a 2020 injury), in any Non-Injury Grievance pursuant to Article 43 of this Agreement concerning a player's claim for the Injury Protection Benefit, the Club and the Management Council may assert as an affirmative defense that the player failed to make a full and complete disclosure of his physical or mental condition in connection with a physical examination if the Club can demonstrate that (1) the player affirmatively misrepresented or omitted from his medical history when questioned (either orally or in writing) in connection with a physical examination that he: (A) had a surgical procedure for an injury, or (B) missed game(s) due to injury; (2) the player subsequently suffered a new injury related to the prior injury (i.e., same body part); and (3) the new injury was materially and directly related to the injury giving rise to the player's entitlement to the Injury Protection Benefit.

For the avoidance of doubt, this provision shall only apply to a player's claim for Injury Protection pursuant to this Article. No party may argue that this provision applies to or defines the special defense set forth in Article 44, Section 3(a)(2) of this Agreement.

**Section 7. Extended Injury Protection Qualification:** A player who has qualified for and received the Injury Protection Benefit set forth in Sections 2 and 3 above (or would have so qualified and received Injury Protection except for the offset of his guaranteed



compensation), and has a Player Contract for the second season following the season of injury shall qualify for the Extended Injury Protection Benefit if he satisfies all of the criteria below:

(a) The player must have remained physically unable, because of the same severe football injury or injuries or Club-authorized surgery for which he qualified for the Injury Protection benefit, to play football as certified by the Club physician following a physical examination within sixty (60) days of his former Club's last regular season game of the season following the season of injury, if such examination is requested by the player's former Club;

(b) The player must have continued to undergo whatever reasonable and customary rehabilitation treatment his former Club required of him. Following the physical examination referenced in Section 7(a) above, the Club may require Player to submit to a reasonable number of physical examinations. Such examinations directed by the Club may take place in the Club city or in another location designated by the Club; and

(c) The player must have failed a physical examination given by his former Club prior to June 1st of the season for which he is seeking the Extended Injury Protection benefit. This physical must be given by either the Club physician or a physician designated by his former Club so long as the fact that the examination is being given for the purpose of determining the player's eligibility for the Extended Injury Protection benefit is clearly communicated in writing to the player at the time of the physical exam. A Club cannot avoid Extended Injury Protection liability by failing or refusing to perform the exam in a timely manner, provided that the player cooperates in the administration of the physical examination.

(d) Notwithstanding anything to the contrary in this Section, if a player qualifies for and receives the Injury Protection Benefit pursuant to this Article, and the player subsequently signs a contract with the prior Club for the second season following the season of injury, the player shall be eligible for the Extended Injury Protection Benefit applicable to that season if all other requirements are satisfied. Conversely, if the same player subsequently signs a contract with a new Club for the second season following the season of injury, the player shall not be eligible for the Extended Injury Protection Benefit under that contract.

**Section 8. Extended Injury Protection Benefit:**

(a) Except as otherwise required by operation of Section 1 above, a player qualifying under Section 7 above will receive an amount equal to 100% of his Paragraph 5 Salary for the second season following the season of injury. Notwithstanding the immediately preceding sentence, under no circumstances shall the above-described amount (i.e., 100% of the player's Paragraph 5 Salary) exceed the following maximum payments: \$1,000,000, for the 2022 League Year; \$1,025,000, for the 2023-24 League Years; \$1,050,000, for the 2025-26 League Years; \$1,090,000, for the 2027-28 League Years; and \$1,130,000, for the 2029-30 League Years unless he has an individually negotiated contract that provides an Extended Injury Protection amount or guaranteed salary amount that exceeds the player's maximum Extended Injury Protection entitlement for the applicable League Year.

(b) The benefit will be paid to the player in equal weekly installments commencing no later than the date of the first regular season game, which benefit payments will cease if the player signs a contract for that season with another Club. A player will not be entitled to the Extended Injury Protection Benefit more than once during his playing career in the NFL, and such Extended Injury Protection Benefit shall be reduced by any salary guaranteed to the player for the second season following the season of injury.

**Section 9. Treatment of Extended Injury Protection Benefit Payments:** In the 2022 League Year, the first \$575,000 of any Extended Injury Protection Benefit amount paid to a player shall be charged to the Club’s Team Salary as provided in Article 13, Section 5(i); any remaining amount paid to the player, up to the applicable maximum payment specified in Section 8(a) above, shall be treated as a Player Benefit Cost under Article 12, Section 2(a)(iii). In the 2022-2030 League Years, the maximum payment in any League Year shall be allocated between the Club’s Team Salary and Player Benefit Costs as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<b>Max Payment</b>	\$1,000	\$1,025	\$1,025	\$1,050	\$1,050	\$1,090	\$1,090	\$1,130	\$1,130
<b>Team Salary</b>	\$575	\$590	\$590	\$605	\$605	\$625	\$625	\$645	\$645
<b>Player Benefit</b>	\$425	\$435	\$435	\$445	\$445	\$465	\$465	\$485	\$485

(all amounts in thousands of dollars)

By way of example, without limitation to other examples, if in the 2022 League Year the player’s Extended Injury Protection Benefit payment equals \$900,000 (representing 100% of his Paragraph 5 Salary), the first \$575,000 would be charged to Team Salary, and the remaining \$325,000 would be treated as a Player Benefit Cost. If in the 2022 League Year the player’s Extended Injury Protection Benefit payment equals \$518,000 (representing 100% of his “down” amount Paragraph 5 Salary under a “split contract”), the entire amount would be charged to Team Salary. If in the 2022 League Year the player’s Paragraph 5 Salary equals \$3,000,000 and player’s Extended Injury Protection Benefit payment equals \$1,000,000 (representing the maximum payment under Section 8(a) above), the first \$575,000 would be charged to Team Salary, and the remaining \$425,000 would be treated as a Player Benefit Cost, as indicated in the “2022” column of the above table.

**Section 10. Extended Injury Protection Disputes:**

(a) Any dispute under this Article will be processed under Article 43. In any grievance in which the NFLPA or a player is claiming an Extended Injury Protection benefit, the NFLPA or the player may contend that the player should not have passed the physical examination referenced in Subsection 7(c). In any such grievance, the NFLPA or the player may introduce evidence from a physician selected by and paid for by the player regarding the player’s physical condition at the time of the physical exam, provided that such physician conducted his examination of the player within fourteen days of the examination. Any such evidence will be considered with the evidence from the Club physician, and the arbitrator shall give no special deference to the evidence presented by either physician. If the

NFLPA prevails in such a grievance, then the requirements of Section 7(c) above shall be deemed to have been satisfied.

(b) Beginning in the 2022 League Year (for a 2020 injury), in any Non-Injury Grievance pursuant to Article 43 of this Agreement concerning a player's claim for the Extended Injury Protection Benefit, the Club and the Management Council may assert as an affirmative defense that the player failed to make a full and complete disclosure of his physical or mental condition in connection with a physical examination if the Club can demonstrate that (1) the player affirmatively misrepresented or omitted from his medical history when questioned (either orally or in writing) in connection with a physical examination that he: (A) had a surgical procedure for an injury, or (B) missed game(s) due to injury; (2) the player subsequently suffered a new injury related to the prior injury (i.e., same body part); and (3) the new injury was materially and directly related to the injury giving rise to the player's entitlement to the Injury Protection Benefit

For the avoidance of doubt, this provision shall only apply to a player's claim for Extended Injury Protection pursuant to this Article. No party may argue that this provision applies to or defines the special defense set forth in Article 44, Section 3(a)(2) of this Agreement.

**Section 11. Workers' Compensation Offset:** If a player elects to receive benefits under this Article, it is agreed that for the term of this Agreement fifty percent (50%) of all Injury Protection and Extended Injury Protection benefits are of the same character as, and are the functional equivalent of, a workers' compensation indemnity benefit, and the Club paying this benefit and/or its insurer shall be entitled to a dollar-for-dollar offset in an amount equal to fifty percent (50%) of the Injury Protection payments, including Injury Protection and Extended Injury Protection grievance settlements and awards, against any state workers' compensation indemnity award to which the player is or may become entitled to, including, but not limited to, temporary disability, wage loss, impaired earning capacity and permanent disability benefits, provided that there shall be no offset against a workers' compensation award of any medical coverage. For example, and without limitation, if a player qualifies to receive \$200,000 in Injury Protection benefits pursuant to Section 3 and \$150,000 in Extended Injury Protection benefits pursuant to Section 8, it is agreed that \$100,000 of the Section 3 amount and \$75,000 of the Section 8 amount (or \$175,000 cumulatively) when paid, shall be the offset under this Section as described in the first sentence of this Section. This offset applies with regard to workers' compensation claims arising out of any injury with the Club whether such injury is acute or cumulative in nature provided that the injury that is the subject of the player's Injury Protection payment (and, if applicable, his Extended Injury Protection payment) is the principal basis for the player's workers' compensation award. The parties further agree that if, despite the terms of this Section and the parties' clear intent to treat fifty-percent (50%) of Injury Protection and Extended Injury Protection benefits as a payment of workers' compensation, a state court or other competent authority nevertheless renders a decision or other determination resulting in an outcome inconsistent with the full coordination of Injury Protection, Extended Injury Protection, and workers' compensation benefits pursuant to this Section 11, then the Non-Injury Grievance Arbitrator shall have authority to immediately remedy any over-payment that results from said decision.

**Section 12. Filing:** Any player filing a claim for the Injury Protection benefit must follow the procedure set forth in Article 43. For purposes of this Article only, a grievance must be initiated by October 15th of the League Year in which the Injury Protection benefit is being claimed. A player requesting the Extended Injury Protection benefit must notify his former Club and the NFL in writing by January 31 (following his former Club's last regular season game of the season following the season of injury) that he believes he remains physically unable to play football. By submitting such written affirmation of his continued injury, the player will be deemed to have filed a claim for the Extended Injury Protection benefit provided for in this Article. If the claim is contested by the Club in writing, Player's written affirmation will automatically be deemed to constitute a non-injury grievance. Club's written notice denying the claim will be deemed the answer to the grievance and the Club may then order Player to submit to a physical examination as set forth in Section 7(a) above. By December 15 of each season covered under this Agreement, the NFL agrees to provide the NFLPA with a list of players who received, or filed a grievance for, Injury Protection for that season.

**Section 13. Costs:** Any reasonable costs associated with a player's reasonable and customary rehabilitation as set forth in Sections 2(b) and 7(b) of this Article, and reasonable travel to and from any medical examination performed at the Club's request as provided for in this Article shall be paid for by the Club.

**ARTICLE 46**  
**COMMISSIONER DISCIPLINE**

**Section 1. League Discipline:** Notwithstanding anything stated in Article 43:

(a) All disputes involving a fine or suspension imposed upon a player for conduct on the playing field (other than as described in Subsection (b) below) or involving action taken against a player by the Commissioner for conduct detrimental to the integrity of, or public confidence in, the game of professional football (other than as described in Subsection (e) below), will be processed exclusively as follows: the Commissioner will promptly send written notice of his action to the player, with a copy to the NFLPA. Within three (3) business days following such written notification, the player affected thereby, or the NFLPA with the player's approval, may appeal in writing to the Commissioner.

(b) Fines or suspensions imposed upon players for unnecessary roughness or unsportsmanlike conduct on the playing field with respect to an opposing player or players shall be determined initially by a person appointed by the Commissioner after consultation concerning the person being appointed with the Executive Director of the NFLPA, as promptly as possible after the event(s) in question. Such person will send written notice of his action to the player, with a copy to the NFLPA. Within three (3) business days following such notification, the player, or the NFLPA with his approval, may appeal in writing to the Commissioner.

(c) The Commissioner (under Subsection (a)), or the person appointed by the Commissioner under Subsection (b), shall consult with the Executive Director of the NFLPA prior to issuing, for on-field conduct, any suspension or fine in excess of \$50,000.

(d) The schedule of fines for on-field conduct will be provided to the NFLPA prior to the start of training camp in each season covered under this Agreement. The 2020 Schedule of Fines and Aggravating/Mitigating Factors, which have been provided to and accepted by the NFLPA and are attached hereto as Appendix U, shall serve as the basis of discipline for the infractions identified on that schedule. The designated minimum fine amounts will increase by 3% for the 2021 League Year, and each League Year thereafter during the term of this Agreement. On appeal, a player may assert, among other defenses, that any fine should be reduced because it is excessive when compared to the player's expected earnings for the season in question. A player may also argue on appeal that the circumstances do not warrant his receiving a fine above the amount stated in the schedule of fines.

(e) (i) Fines or suspensions imposed upon players for violating the League's Personal Conduct Policy, as well as whether a violation of the Personal Conduct Policy has been proven by the NFL, will be initially determined by a Disciplinary Officer jointly selected and appointed by the parties. Unless the parties mutually determine otherwise, the Disciplinary Officer shall serve a minimum two-year term. Thereafter, the Disciplinary Officer may be discharged by either party at any time upon 120 days' written notice. Upon notice of intention to discharge or notice of intention to resign, the parties will each identify a minimum of two successor candidates. All timely candidates will then be promptly ranked by the parties. Within sixty days, the top two candidates will be interviewed by the parties. Absent agreement on a successor, the parties will alternately strike names from said list, with the party striking first to be determined by the flip of a coin.

Should a party fail to identify, rank, interview or strike candidates in a timely manner, that party will forfeit its rights with respect to that step of the appointment process, including selection of the ultimate successor if that party fails to participate in alternate striking.

(ii) The Disciplinary Officer will be responsible for conducting evidentiary hearings (pursuant to the procedures of Section 2 below), issuing binding findings of fact and determining the discipline that should be imposed, if any, in accordance with the Personal Conduct Policy.

(iii) At least ten (10) calendar days prior to the hearing, the NFL shall inform the NFLPA, player and Disciplinary Officer of the recommended terms of discipline.

(iv) The NFL will have the burden of establishing that the player violated the Personal Conduct Policy. The NFL also will publish mitigating factors for discipline which shall include acceptance of responsibility and cooperation, engagement with clinical resources and voluntary restitution.

(v) The Disciplinary Officer's disciplinary determination will be final and binding subject only to the right of either party to appeal to the Commissioner. The appeal shall be in writing within three business days of the Disciplinary Officer's decision, and any response to the appeal shall be filed in writing within two business days thereafter. The appeal shall be limited to arguments why, based on the evidentiary record below, the amount of discipline, if any, should be modified. The Commissioner or his designee will issue a written decision that will constitute full, final and complete disposition of the dispute and will be binding upon the player(s), Club(s) and the parties to this Agreement.

## **Section 2. Hearings:**

(a) **Hearing Officers.** For appeals under Section 1(a) above, the Commissioner shall, after consultation with the Executive Director of the NFLPA, appoint one or more designees to serve as hearing officers. For appeals under Section 1(b) above, the parties shall, on an annual basis, jointly select two (2) or more designees to serve as hearing officers. For hearings under Section 1(e)(i) above, the Disciplinary Officer shall serve as the hearing officer. The salary and reasonable expenses for the services of the Disciplinary Officer and the designees referenced in this section shall be shared equally by the NFL and the NFLPA. Notwithstanding the foregoing, the Commissioner may serve as hearing officer in any appeal under Section 1(a) of this Article at his discretion. In no event will the Commissioner serve as hearing officer in hearings under Section 1(e)(i).

(b) **Representation.** In any hearing provided for in this Article, a player may be accompanied by counsel of his choice. The NFLPA and NFL have the right to attend all hearings provided for in this Article and to present, by testimony or otherwise, any evidence relevant to the hearing.

(c) **Telephone Hearings.** Upon agreement of the parties, hearings under this Article may be conducted by telephone conference call or videoconference.

(d) **Decision.** Except as otherwise provided in Section 1(e) above, as soon as practicable following the conclusion of the hearing, the hearing officer will render a written decision which will constitute full, final and complete disposition of the dispute and will be binding upon the player(s), Club(s) and the parties to this Agreement with respect to that dispute. Any discipline imposed pursuant to Section 1(b) may only be affirmed, reduced, or vacated by the hearing officer, and may not be increased.

(e) **Costs.** Unless the Commissioner determines otherwise, each party will bear the cost of its own witnesses, counsel and other expenses associated with the appeal.

(f) **Additional Procedures for Appeals and Hearings Under Sections 1(a) and 1(e)(i).**

(i) **Scheduling.** (A) Appeal hearings under Section 1(a) will be scheduled to commence within ten (10) days following receipt of the notice of appeal, except that hearings on suspensions issued during the playing season (defined for this Section as the first preseason game through the Super Bowl) will be scheduled for the second Tuesday following the receipt of the notice of appeal, with the intent that the appeal shall be heard no fewer than eight (8) days and no more than thirteen (13) days following the suspension, absent mutual agreement of the parties or a finding by the hearing officer of extenuating circumstances.

(B) Hearings conducted by the Disciplinary Officer under Section 1(e)(i) will be scheduled to commence within thirty (30) days following the NFL's transmission of the investigative report and/or law enforcement or court documents forming the basis for review to the player, NFLPA and Disciplinary Officer, except that, during the playing season, the hearing will be scheduled to take place on the fourth Tuesday following the receipt of the investigative report absent mutual agreement of the parties or a finding by the hearing officer of extenuating circumstances. The investigative report shall contain a summary of the evidence found, whether inculpatory or exculpatory.

(C) If unavailability of counsel is the basis for a continuance, a new hearing shall be scheduled on or before the Tuesday following the original hearing date, without exception.

(ii) **Discovery.** (A) In appeals under Section 1(a), the parties shall exchange copies of any exhibits upon which they intend to rely no later than three (3) calendar days prior to the hearing.

(B) In hearings conducted under Section 1 (e) (i), the NFL shall produce any transcripts or audio recordings of witness interviews, any expert reports and court documents obtained or prepared by the NFL as part of its investigation, and any evidentiary material referenced in the investigative report that was not included as an exhibit at least ten (10) calendar days before the hearing. The parties shall exchange copies of any exhibits upon which they intend to rely that were not previously produced no later than five (5) calendar days prior to the hearing.

(C) Failure to timely provide any intended exhibit shall preclude its introduction at the hearing.

(iii) **Record; Posthearing Briefs.** Unless the parties agree otherwise, all hearings conducted under Sections 1(a) and 1(e) of this Article shall be transcribed. Posthearing briefs will not be permitted absent agreement of the NFL and NFLPA or the request of the hearing officer. If permitted, such briefs shall be limited to five pages (single-spaced) and must be filed no later than three (3) business days following the conclusion of the hearing.

**Section 3. Time Limits:** Each of the time limits set forth in this Article may be extended by mutual agreement of the parties or by the hearing officer upon appropriate motion.

**Section 4. One Penalty:** The Commissioner and a Club will not both discipline a player for the same act or conduct. The Commissioner's disciplinary action will preclude or supersede disciplinary action by any Club for the same act or conduct.

**Section 5. Commissioner Exempt:** Players who are placed by the Commissioner on the Exempt list prior to the determination of discipline and any appeal therefrom under the Personal Conduct Policy will be paid while on the Commissioner Exempt list and credited for the regular and post-season games missed against any suspension ultimately imposed. Notwithstanding any other provision in this Agreement, if such a suspension is ultimately imposed, the player must promptly return and shall have no further right to any salary for the games for which he was paid while on the Commissioner Exempt list that were credited to the suspension (i.e., for a number of games no greater than the length of the suspension).

**Section 6. Fine Money:**

(a) Fines will be deducted at the rate of no more than \$3,500 from each pay period, if sufficient pay periods remain; or, if less than sufficient pay periods remain, the fine will be deducted in equal installments over the number of remaining pay periods. For the 2026–2030 League Years, the amount will increase from a rate of \$3,500 to \$4,500 from each pay period.

(b) For any fine imposed upon a player under Section 1(b), no amount of the fine will be withheld from the player's pay pending the outcome of the appeal, except that if: (i) the fine is imposed on or after the thirteenth (13th) week of the regular season; (ii) the player or the NFLPA does not timely appeal; or (iii) the hearing on a fine imposed for conduct occurring through the thirteenth (13th) week of the regular season is delayed by the player or the NFLPA for any reason beyond the time provided for in Section 2(b) of this Article, the full amount of the fine shall be promptly collected.

(c) Unless otherwise agreed by the parties, fine money collected pursuant to this Article shall be allocated as follows: 50% to the Players Assistance Trust and 50% to charitable organizations jointly determined by the NFL and the NFLPA. In the absence of said joint determination, the NFL and the NFLPA shall each determine a charitable organization or organizations to which half of the second 50% shall be allocated.

**Section 7. Permitted Activities for Players Suspended Under the Personal Conduct Policy:** Players who have been placed on Reserve/Commissioner Suspension pursuant to the Personal Conduct Policy will be permitted to attend the club facility and participate in limited activities during the second half of any suspension period on terms substantially similar to the corresponding provisions of the policies on Performance-Enhancing Substances and Substances of Abuse.



## ARTICLE 47 UNION SECURITY

**Section 1. Union Security:** Every NFL player has the option of joining or not joining the NFLPA; provided, however, that as a condition of employment commencing with the execution of this Agreement and for the duration of this Agreement and wherever and whenever legal: (a) any active player who is or later becomes a member in good standing of the NFLPA must maintain his membership in good standing in the NFLPA; and (b) any active player (including a player in the future) who is not a member in good standing of the NFLPA must, on the 30th day following the beginning of his employment or the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise to the NFLPA, an annual service fee in the same amount as any initiation fee and annual dues required of members of the NFLPA.

**Section 2. Check-off:** Commencing with the execution of this Agreement, each Club will check-off the initiation fee and annual dues or service charge, as the case may be, in equal weekly or biweekly installments from each preseason and regular season pay check, beginning with the first pay check after the date of the first preseason squad cutdown, for each player for whom a current check-off authorization (copy attached hereto as Appendix M and made a part of this Agreement) has been provided to the Club. The Club will forward the check-off monies to the NFLPA within seven days of the check-off.

**Section 3. NFLPA Meetings:** The NFLPA will have the right to conduct four meetings on Club property each year, including one at the time of a Club's minicamp, provided that the player representative or NFLPA office has given the Club reasonable notice of its desire to hold such a meeting by the close of business on Friday of the week before the week in which the meeting is to take place, or by the close of business Thursday if the meeting is scheduled for the following Monday. No meeting will be held at a time which would disrupt a coach's team schedule. The visits described in Article 21, Section 8(g) shall not apply toward the limit set forth in this Section.

**Section 4. NFLPA Player Group Licensing Program:** The NFL recognizes that players have authorized the NFLPA to act as their agent in a Group Player Licensing program (defined below) for their benefit. The NFL hereby agrees that neither it, any Club, nor any affiliate of the NFL and/or any Club shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring Group Player Licensing rights, or interfere in any manner with any player's conveyance of such rights pursuant to the NFLPA Group Player Licensing program, except as otherwise explicitly agreed to between the NFLPA (or any of its affiliates) and the NFL (or any of its affiliates). Any disputes that arise regarding the NFL's conduct in this regard shall be submitted for expedited arbitration pursuant to Article 43. The first such grievance in any calendar year shall be treated on an expedited basis without counting against the number of grievances the NFLPA may expedite pursuant to Article 43, Section 4; all subsequent such grievances in that calendar year shall count against the number of grievances the NFLPA may expedite pursuant to Article 43, Section 4. For the purposes of this Section 4, Group Player Licensing shall be defined as the use

of a total of six (6) or more NFL players' names, signatures facsimiles, voices, pictures, photographs, likenesses and/or biographical information on or in conjunction with products (including, but not limited to, trading cards, clothing, videogames, computer games, collectibles, internet sites, fantasy games, etc.), marketing, advertising and promotional programs: (a) in any one product and/or sponsorship category, as defined by industry standards; or (b) in different categories if a total of six or more players are used and (i) the products, marketing, advertising or promotional programs all use similar or derivative design or artwork or (ii) one such player product is used to promote another player product. For the purposes of this Section 4, Group Player Licensing includes, without limitation, products sold at retail and products that are used as promotional or premium items. Group Player Licensing shall not include "non-consumer facing" appearances by NFL players at any individual corporate hospitality and/or other similar events by fewer than six (6) active NFL players. Nothing in this definition of Group Player Licensing shall be construed to limit the rights of the NFL or any NFL Club under applicable law, or any other provision of this Agreement.

**Section 5. Disputes:** Any dispute over compliance with, or the interpretation, application or administration of this Article will be processed pursuant to Article 43. Any decision of an arbitrator pursuant thereto will constitute full, final and complete disposition of the dispute, and will be binding on the player(s) and Club(s) involved and the parties to this Agreement.

**Section 6. Procedure for Enforcement:**

(a) Upon written notification to the Management Council by the NFLPA that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1 of this Article, the Management Council will within seven days consider the matter. If there is no resolution of the matter within seven days, then the Club will, upon notification of the NFLPA, suspend the player without pay. Such suspension will continue until the NFLPA has notified the Club in writing that the suspended player has satisfied his obligation as contained in Section 1 of this Article. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of the union security clause of the Agreement and that no player will be discharged for a violation of that clause. The player's contract will be tolled during the period of any such suspension. A copy of all notices required by this "Procedure for the Enforcement of the Union Security Agreement Between the NFL Management Council and the NFLPA" will be simultaneously mailed to the player involved and the Management Council.

(b) It is further agreed that the term "member in good standing" as used in this Article applies only to payment of dues or initiation fee and not any other factors involved in union discipline.

(c) It is further agreed that notwithstanding anything else in this Agreement, if at any time in the term of the Agreement, any court or agency shall wholly or partially invalidate the provisions of this Article relating to Union Security, then the NFLPA may reopen this Agreement upon the giving of 10 days' written notice, with reference solely to the issue of Union Security, and both parties will have an obligation to resume negotiations

limited to the issue of Union Security, and both parties will be free to engage in whatever concerted or other action may be permitted by law in support of their positions.

**Section 7. NFLPA Responsibility:** It is agreed that neither the NFL nor any Club shall be liable for any salary, bonus, or other monetary claims of any player suspended pursuant to the terms of Section 6 above. Collection of initiation fees, annual dues, service charges or other check-off amounts missed because of inadvertent errors shall be the responsibility of the NFLPA. The NFLPA shall be solely responsible for refunds to players in the case of any sums deducted not in conformity with the provisions of the NFLPA Constitution and Bylaws or applicable law.

**Section 8. Orientations:**

(a) **Scouting Combines.** During the annual Timing and Testing Sessions of the Scouting Combines, the NFL will use best efforts to ensure that the NFLPA will be permitted to present one-hour orientations for all of the college players attending the session. The orientation will include only information on the Career Planning Program, the Chemical Dependency Program, the NFLPA Agent Certification System, and other information contained in this Agreement and will encourage the players to participate fully in all activities of the Scouting Combine. The NFLPA will also have the right to reasonable space in the public area of the players' hotel, staffed by NFLPA employees, to provide information requested by players during their free time at the Combine.

(b) **Veteran/Rookie Orientation Programs.** The NFLPA shall also be permitted to be present at all jointly-sponsored mandatory non-football related Veteran/Rookie Orientation Programs (e.g., financial education, health and safety) and will be given the opportunity to participate as a presenter.

**ARTICLE 48**  
**NFLPA AGENT CERTIFICATION**

**Section 1. Exclusive Representation:** The NFL and the Clubs recognize that, pursuant to federal labor law, the NFLPA will regulate the conduct of agents who represent players in individual contract negotiations with Clubs. On or after the date on which the NFLPA notifies the NFL that an agent regulation system is in effect and provides the NFL with a list of the NFLPA-certified agents, Clubs are prohibited from engaging in individual contract negotiations with any agent who is not listed by the NFLPA as being duly certified by the NFLPA in accordance with its role as exclusive bargaining agent for NFL players. The NFLPA shall provide and publish a list of agents who are currently certified in accordance with its agent regulation system, and shall notify the NFL and the Clubs of any deletions or additions to the list pursuant to its procedures. The NFLPA shall submit an updated list to the NFL monthly. The NFLPA agrees that it shall not delete any agent from its list until that agent has exhausted the opportunity to appeal the deletion pursuant to the NFLPA's agent regulation system, except: (i) where an agent has failed to pass a written examination given to agents by the NFLPA; (ii) in extraordinary circumstances where the NFLPA's investigation discloses that the agent's conduct is of such a serious nature as to justify immediately invalidating the agent's certification; (iii) where the agent has failed to pay his or her annual fee; (iv) where the agent has failed to attend an annual seminar required by the NFLPA; (v) where the agent's certification has expired due to the agent's inactivity in individual contract negotiations; (vi) where the agent has made improper contact with a college football player in violation of any applicable NFLPA rules governing contact with players related to NCAA or NFL Draft eligibility; and (vii) where the agent has failed to sign the end of year certification required by Article 18, Section 2(b) of this Agreement. The NFLPA shall have sole and exclusive authority to determine the number of agents to be certified, and the grounds for withdrawing or denying certification of an agent. The NFLPA agrees that it will not discipline, dismiss or decertify agents based upon the results they achieve or do not achieve in negotiating terms or conditions of employment with NFL Clubs. This Section shall not limit the NFLPA's ability to discipline agents for malfeasance or for violation of state or federal law.

**Section 2. Enforcement:** Under procedures to be established by agreement between the NFL and the NFLPA, the Commissioner shall disapprove any NFL Player Contract(s) between a player and a Club unless such player: (a) is represented in the negotiations with respect to such NFL Player Contract(s) by an agent or representative duly certified by the NFLPA in accordance with the NFLPA agent regulation system and authorized to represent him; or (b) acts on his own behalf in negotiating such NFL Player Contract(s).

**Section 3. Penalty:** Under procedures to be established by agreement between the NFL and the NFLPA, the NFL shall impose a fine of \$47,000 upon any Club that negotiates any NFL Player Contract(s) with an agent or representative not certified by the NFLPA in accordance with the NFLPA agent regulation system if, at the time of such negotiations, such Club either (a) knows that such agent or representative has not been so certified or

(b) fails to make reasonable inquiry of the NFLPA as to whether such agent or representative has been so certified. Such fine shall not apply, however, if the negotiation in question is the first violation of this Article by the Club during the term of this Agreement. It shall not be a violation of this Article for a Club to negotiate with any person named on (or not deleted from) the most recently published list of agents certified by the NFLPA to represent players. The fine amount set forth in this Section shall increase by 5% each League Year beginning in the 2021 League Year.

**ARTICLE 49**  
**PLAYER SECURITY**

**Section 1. No Discrimination:** There will be no discrimination in any form against any player by the NFL, the Management Council, any Club or by the NFLPA because of race, religion, national origin, sexual orientation, or activity or lack of activity on behalf of the NFLPA.

**Section 2. Personal Appearance:** Clubs may make and enforce reasonable rules governing players' appearance on the field and in public places while representing the Clubs; provided, however, that no player will be disciplined because of hair length or facial hair.

**ARTICLE 50**  
**COMPETITION COMMITTEE**

***Section 1. Competition Committee:*** The NFLPA will have the right to appoint two persons to attend those portions of the annual meeting of the NFL Competition Committee dealing with playing rules to represent the players' viewpoint on rules. One of the appointees shall have a vote on all matters considered at the meeting which relate to playing rules. The NFLPA appointees will receive in advance copies of all agenda and other written materials relating to playing rules provided to other Committee members.

**ARTICLE 51**  
**MISCELLANEOUS**

***Section 1. Endorsements:***

(a) No Club may unreasonably refuse to permit a player to endorse a product. Notwithstanding the foregoing, and without affecting interpretation of the preceding sentence, no player will be permitted to be a party to any endorsement arrangement of any kind with a company associated with the production, manufacture, or distribution of a substance that has been banned by the Policy on Performance-Enhancing Substances (formerly known as the Policy on Anabolic Steroids and Related Substances). The NFL and the NFLPA will agree each year on a list of such companies.

(b) The placement of a sponsor's logo on a jersey does not constitute endorsement by any player of that sponsor. Players shall not challenge or refuse to wear jerseys with sponsor logos.

***Section 2. Player Attire:***

(a) Neither the NFL nor any of the Clubs may have any rule prohibiting or limiting the type of footwear or gloves which may be worn by players on the field, except to the extent such rules or limitations are based on safety or competitive considerations as determined by the NFL; the parties reserve their respective positions on whether the NFL or any of the Clubs may have any such rule relating solely to image considerations. The foregoing notwithstanding, the NFL and Clubs shall have the right to regulate any third party branding or other commercial identification that may appear on any footwear or gloves worn by players on the field or its environs on game days and/or at any Club's official mandatory minicamp(s), official preseason training camp, and all Club practice sessions.

(b) On game days, prior to the game and continuing until 90 minutes after the whistle ending each game (preseason or regular season), as well as at any Club's official mandatory minicamp(s), official preseason training camp, and all Club practice sessions, players: (i) shall wear any uniforms and/or related items (e.g., practice jerseys) required by the NFL or Club (regardless of any third party branding that may appear on such uniforms and/or related items as may be determined by the NFL or Club), provided that no individual player and/or discrete group of players will be required to wear attire with third-party branding that is different from the branding on the attire of other players and further provided that no third-party sponsor will depict any player in advertising or promotional materials in a manner that constitutes an "Endorsement" as defined in Paragraph 4(a) of the Player Contract absent consent from the player; and (ii) will be prohibited from wearing, displaying, or orally promoting equipment, apparel, or other items that carry commercial names or logos of companies in any televised interview on Club premises, unless such commercial identification has been approved in advance by the League office. In addition, players may not wear the logo(s) or brand designations of any commercial entity that is a direct competitor to an NFL sponsor at any time a player is on-field during an NFL game or 30 minutes prior to kickoff of an NFL game, or during NFL-designated media availability periods following an NFL game.



(c) Notwithstanding Subsection (b) above, players will be permitted to wear apparel bearing the logo “Players Inc.” and/or the logo “NFLPA” during televised interviews in the locker room following preseason and regular season games, provided that such apparel does not display the names, logos, or other identifying marks of any other entity or product that is licensed by or associated with Players Inc. or the NFLPA, including, but not limited to, the manufacturer of the apparel or any sponsor or licensee of Players Inc., the NFLPA, or any individual player. The parties reserve their respective positions on the applicability of this provision to apparel bearing the logo “NFL Players.”

(d) The provisions in Subsections (a)–(c) above shall not be used or referred to in any dispute between the parties over prohibition by the League and/or any Club of the wearing of unapproved commercial items in circumstances other than as expressly addressed in those Subsections.

**Section 3. Appearances:** No Club may unreasonably require a player to appear on radio or television or other news media (including internet and print).

**Section 4. Promotion:** The NFLPA will use its best efforts to ensure that the players cooperate with the Clubs and the news media (including television, radio, internet, print) in reasonable promotional activities on behalf of the Clubs and the NFL.

**Section 5. Deduction:** The involuntary deduction of amounts from any compensation due to a player for the purpose of compensating any Club personnel is prohibited.

**Section 6. Public Statements:** The NFLPA and the Management Council agree that each will use reasonable efforts to curtail public comments by Club personnel or players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club, a player, or any other person involved in the operation of a Club, the NFL, the Management Council, or the NFLPA.

**Section 7. Address:** The Management Council will furnish upon request to the NFLPA whatever address and telephone lists that Clubs have covering all players who are under contract to the Clubs as of October 1 for in-season information, and under contract to the Club as of January 1 for offseason information. The Management Council will not divulge player telephone numbers to the media or the public. As of the first preseason cutdown date, the Management Council will provide to the NFLPA employment dates for all players who are then under contract to the Clubs.

**Section 8. NFLPA Tickets:** Two (2) complimentary tickets will be made available to the NFLPA to permit attendance at each regularly scheduled League game by authorized NFLPA representatives. All Clubs will make their best efforts to make available four (4) additional tickets to the NFLPA for purchase. The NFLPA will provide a list of authorized representatives who may purchase tickets to the NFL. The NFLPA must notify the home Club of its desire to attend such a game at least five days prior to the date of the game. Such representatives must possess appropriate identification. Notwithstanding the foregoing, at least three hundred fifty tickets to the Super Bowl will be made available by the

NFL for purchase by the NFLPA in any League Year in which the Super Bowl is held in a stadium with a seating capacity equal to or greater than 73,200. Should the Super Bowl be held in a stadium that has fewer than 73,200 seats, the NFL's obligation to make Super Bowl tickets available for purchase to the NFLPA will be reduced proportionately by the percentage difference between such seating capacities.

**Section 9. Player Tickets:** Two (2) complimentary tickets will be made available to each player for each home game of his Club for personal use and not for resale. Each player will be afforded the opportunity to purchase two (2) tickets for each away game of his Club (for personal use and not for resale) from the best tickets available for public sale immediately prior to the public sale for each game. For purposes of this Section as it applies to preseason or regular season games, the word "player" shall be defined as any player on the Club's Active/Inactive List, Practice Squad, PUP or N-F/I List, or Injured Reserve List. Each Club will provide players with the opportunity to purchase two (2) tickets to the Super Bowl game each year, subject to reasonable safeguards to avoid scalping of the tickets. The NFL will use best efforts to make such Super Bowl tickets available to players electronically by the 2021 League Year. Clubs are not required to provide Practice Squad players with the opportunity to purchase Super Bowl tickets.

**Section 10. Tests:** No psychological or personality tests will be given to any player after he signs his first contract with an NFL Club. This restriction does not apply to the League mandate regarding neuropsychological testing. A Free Agent may agree to take a psychological or personality test if so requested by a Club interested in his services. A player is entitled to review the results of his psychological or personality tests upon request.

**Section 11. League Security:** A player will have the right, if he so requests, to have an NFLPA representative present during an interview by any representative of NFL Security if the player has a reasonable basis for believing that Commissioner discipline might result from the interview.

**Section 12. Career Planning Program:** The parties will continue their programs to provide information to current and former players concerning financial advisors and financial advisory firms and shall jointly (at the Annual Rookie Symposia and otherwise) and separately develop new methods to educate such players concerning the risks of various investment strategies and products, as well as the provision of any background investigation services. Neither the NFL, nor any Club, nor the NFLPA shall be responsible for any investment decisions made by players; players and any advisors who they select will bear sole responsibility for any investment or financial decisions that are made.

**Section 13. On-Field Microphones:**

(a) During NFL games and for the express purpose of creating NFL programming, NFL Films will be permitted to put microphones on any players that NFL Films selects. During the regular season each starting quarterback will be required to wear a microphone at least once, and no player will be required to wear a microphone for this purpose more than four times during the course of any regular season. There will be no

limitation with respect to the number of times a player can be required to wear a microphone during the preseason or postseason. None of the sound captured for this purpose can be used during the game in which the player is mic'd without the player's prior permission, and, unless such prior permission is given, none of the captured sound can be used until viewed and approved by the player or his selected team representative who will have the right to embargo any material he deems to be extremely sensitive or inappropriate. Players may also embargo for a limited time material deemed to be confidential or that might place the player or team at a competitive disadvantage. Players or their selected team representative must advise NFL Films of any material they wish to have embargoed within 24 hours of receiving the material.

(b) For the television broadcast of all NFL preseason, regular season and post-season games NFL Broadcasting, on behalf of the League's network television partners, can require offensive linemen to wear microphones embedded in shoulder pads in order to capture ambient sound from the playing field. The pads will be wired by NFL Films-trained technicians. Microphones will be opened after the offense breaks the huddle and will be closed a few seconds after the snap of the ball. At no time will the microphones be open when the players are in the locker room, the huddle or the team bench areas and all transmissions will be encrypted. Audio captured in accordance with this provision will be used only in the live ambient audio mix of that particular game. The NFL will require its television partners to agree to use best efforts to refrain from broadcasting any captured audio that contains inappropriate or sensitive content, and that their failure to do so shall result in a loss of the right to broadcast such audio in the future.

#### ***Section 14. Sensors:***

(a) For purposes of this Subsection "Sensors" shall mean any sensor, device or tracking device worn by an individual player used to collect, monitor, measure or track any metric from a player (e.g., distance, velocity, acceleration, deceleration, jumps, changes of direction, player load), biometric information (e.g., heart rate, heart rate variability, skin temperature, blood oxygen, hydration, lactate, and/or glucose), or other health, fitness and performance information.

(b) The NFL may require all NFL players to wear during games equipment that contains Sensors for purposes of collecting information regarding the performance of NFL games, including players' performances and movements. The NFL may use data concerning players' performance and movements collected from Sensors during NFL games commercially, including but not limited to, with broadcast partners, subject to providing advance notice to the NFLPA of such use. Such notice shall include (i) type of Sensor(s) to be used and (ii) an overview of data to be shared with third-parties prior to any use of such data. Revenue from such commercial use shall be included in AR. Notwithstanding the foregoing, Sensors of any type shall not be placed on helmets without the NFLPA's consent.

(c) The NFL and NFLPA shall establish a "Joint Sensors Committee" to review and approve Sensors for NFL and Club use. The Joint Sensors Committee shall consist of three (3) representatives appointed by the NFL Management Council and three (3) representatives appointed by the NFLPA. Unless the parties agree otherwise, members of the Joint Sensors Committee may not have an ownership or other financial interest in

any company that produces or sells any Sensor. The Joint Sensors Committee shall be responsible for:

(i) Reviewing any and all NFL or Club use of Sensor(s) for purposes of collecting (i) any player bio-data (e.g., heart rate, heart rate variability, blood pressure, skin temperature, blood oxygen, hydration, lactate, and/or glucose), and (ii) any data and/or information, including player performance and movement, during NFL practices, including, without limitation, considering whether a particular Sensor would be potentially harmful to anyone if used as intended;

(ii) Approving or prohibiting the use of any Sensor (i) in NFL practices after review and/or (ii) used to collect bio-data in NFL games;

(iii) Monitoring developments in relevant Sensor technology to make recommendations to the NFL and the NFLPA about changes to this Subsection 14 as warranted; and

(iv) Evaluating data outputs from relevant Sensor technology for accuracy and potential for manipulation.

(d) The Joint Sensors Committee shall retain such experts as it deems necessary in order to conduct its work, including but not limited to engineers, data scientists, and cybersecurity.

(e) The following Sensor(s) in use by any NFL Club in NFL practices to collect performance-related data (i.e., distance, velocity, acceleration, deceleration, jumps, changes of direction, player load) as of the date of this Agreement shall be exempt from review by the Joint Sensors Committee and may be continued to be used in NFL practices until such time that the Joint Sensors Committee has the opportunity to review those Sensors: Catapult, Zebra, Titan, Polar, Statsports, and Kinexon.

(f) A Club may only require players to wear any Sensor(s) that has been reviewed and approved by the Joint Sensors Committee in NFL practices. Commercialization of any current or future data and/or information collected from approved Sensors used in practices is subject to agreement by the parties.

(g) Should a Club or any employee of a Club knowingly and materially fail to comply with this Subsection regarding the approval and use of Sensors in NFL practices, they will be subject to discipline as set forth below:

(i) The NFL Management Council and NFLPA shall each designate one (1) or more representatives to monitor the enforcement of this Subsection and investigate potential deviations therefrom (the “Representatives”).

(ii) The NFLPA, the NFL Management Council, any Club, or any player involved in an alleged failure by a Club or Club employee to comply with this Subsection regarding the approval and use of Sensors in NFL practices shall each have the right (independently or collectively) to bring forward a complaint about such alleged failure to the Representatives, which complaint shall be submitted in writing. The complaint shall be investigated and resolved by the NFL Management Council and the NFLPA as described herein.

(iii) Upon initiation of an investigation, the Representatives will have the authority to interview involved parties, witnesses and others reasonably believed to be in possession of information relevant to the inquiry (including players, League employees, Club employees and members of the involved Club’s medical

or performance staffs) and, upon request from any Representative, shall be provided, as quickly as reasonably possible, with a copy of any documentation relevant to the investigation of the complaint. Such requests shall not be unreasonably denied. The Representatives shall complete their investigation and produce a report of their findings within two (2) weeks following the filing of a complaint. These reports shall remain confidential. Neither party is required to share its report with the other. These reports shall not be publicly disseminated.

(iv) No later than three (3) weeks following the filing of a complaint, or sooner if practicable, the Executive Director of the NFLPA and the NFL Deputy General Counsel, Labor shall be advised of the status of the investigation and shall attempt to determine if a violation occurred and, if so, the proper disciplinary response. If the parties are unable to agree upon whether or not a violation occurred or the appropriate discipline that should be imposed within three (3) weeks following the filing of a complaint, the matter will be immediately referred to the Impartial Arbitrator (as established by Article 16), who will review the complaint under the authority of this Article, using the following standards and procedures:

(a) Review. The Impartial Arbitrator shall determine: (1) whether a Club employee or member of a Club's medical or performance team knowingly and materially failed to comply with this Subsection regarding the approval and use of Sensors in NFL practices, and if so, (2) whether there were any relevant mitigating or aggravating factors present in the incident.

The Impartial Arbitrator's review and decision shall be limited to whether or not the relevant party complied with this Subsection regarding the approval and use of Sensors in NFL practices.

(b) Procedure. The Impartial Arbitrator shall conduct a hearing as soon as is reasonable (but no later than thirty (30) days following the date on which the matter is referred to the Impartial Arbitrator), using the following procedures:

(i) The designated Representative(s) of the NFL and the designated Representative(s) of the NFLPA may present whatever documents, or summary they deem relevant to the Impartial Arbitrator's inquiry. The Impartial Arbitrator is free to request additional information or live witness testimony, should he or she determine that such additional evidence is relevant and necessary to a decision. Any party that is the subject of the inquiry shall have the right to participate in the proceeding and to present a defense.

(ii) Within one (1) week of the close of evidence, the Impartial Arbitrator will issue a written report to the NFL Commissioner, the NFLPA Executive Director and the involved parties detailing his or her findings as to: (1) whether a Club employee or other member of a Club's medical staff knowingly and materially failed to comply with this Subsection regarding the approval and use of Sensors in NFL practices and, if so, (2) whether

there were any relevant mitigating or aggravating factors. The Impartial Arbitrator shall not offer his or her opinion as to the appropriate discipline, if any, that should result from the violation.

(v) Discipline:

(i) First Violation in a League-Year. In the event that the Impartial Arbitrator finds, or in the event that the NFL and NFLPA agree, that a Club employee or a member of a Club's medical or performance staff knowingly and materially failed to comply with this Subsection regarding the approval and use of Sensors in NFL practices, the Commissioner shall impose discipline by: (a) issuance of a letter of reprimand advising that the relevant party knowingly and materially violated this Subsection, (b) requiring the relevant party involved with the deviation of this Subsection to attend remedial education; and/or (c) a fine in an amount of no more than One Hundred Fifty Thousand Dollars (\$150,000); and any other discipline that the Commissioner deems warranted by the violation.

In the event that the Impartial Arbitrator finds, or the Parties agree, that the violation involved aggravating circumstances, the relevant party shall be subject, in the first instance, to a fine in an amount no less than Fifty Thousand Dollars (\$50,000). In this regard, the Commissioner shall consider the Impartial Arbitrator's findings with regard to relevant aggravating factors in making his determination as to appropriate discipline.

(ii) Second and Subsequent Violation(s) in a League-Year. In the event that the Impartial Arbitrator finds, or in the event that the NFL and NFLPA agree, that a Club or Club employee is responsible for a second knowing and material failure to comply with this Subsection concerning the approval and use of Sensors in NFL practices in the same League Year, regardless of whether, in the case of a Club, such deviation was caused by the same employee and/or member of a Club's medical or performance staff involved in the first incident, the Commissioner shall impose a fine of at least Two Hundred and Fifty Thousand Dollars (\$250,000) plus whatever other measures he deems warranted.

The Commissioner shall consider the Impartial Arbitrator's findings with regard to relevant aggravating or mitigating factors in making his determination as to appropriate discipline.

(vi) Fines. Any fine money collected pursuant to this Article shall be allocated to research programs by this Committee as directed by the Parties.

(h) The Parties acknowledge that, subject to the grant of rights set forth in Paragraph 4 of the NFL Player Contract, each individual player owns his personal data collected by Sensors and wearing Sensors shall not require or cause an individual player to transfer ownership of his data to the Club or any other third-party. No exchange or transfer of player data collected pursuant to this Article will result in a transfer or change of ownership. Players may not, however, use data collected from approved Sensors for any commercial purpose. Members of the Club staff shall have access to data generated by approved Sensors. The NFL Management Council and the NFLPA shall have access to aggregated data collected from such approved Sensor(s).

(i) Data collected from Sensors may not be referenced or cited by any Club, player or player's representative in contract negotiations.

(j) NFL Clubs shall comply with all federal and state laws regarding the storage, use and privacy of such data.

(k) The NFLPA must provide advance approval for collection of any data from Sensors for players outside of NFL games or practices (e.g., Sleep Studies, as set forth in Article 39, Section 13 of this Agreement).

**Section 15. Practice Squad Super Bowl Rings:** Practice Squad players on a Club that wins the Super Bowl at the time of the Super Bowl will be entitled to a ring similar in appearance to the one provided to players on the Active/Inactive List but the Club, in its sole discretion, may provide any Practice Squad player with a ring of lesser value.

**Section 16. Prior Side Letters:** Except to the extent inconsistent with this Agreement or superseded by a new side letter executed by the Parties after the date of this Agreement, all interpretive side letters executed prior to the date of this Agreement shall remain in full force and effect.

**Section 17. Club Strength and Conditioning Coaches:** By the opening of preseason training camp for the 2021 season, each Club shall secure the services of at least one (1) strength and conditioning coach on a full-time basis to serve as the Head Strength and Conditioning Coach. Each individual hired for the first time to perform services as a Head Strength and Conditioning Coach for a Club must, as of the hiring date, have a Master's Degree in an accredited exercise science, health science, or physical education-related discipline; a certification from the National Strength and Conditioning Association (NSCA) (or a similar organization as the parties may agree) as a Certified Strength and Conditioning Specialist (CSCS) at least five (5) years of experience as a strength and conditioning coach since he/she first received the foregoing certification and demonstrated experience working with elite athlete populations (i.e., Division I Collegiate, Olympic, professional level athletes or SOF-specific tactical professionals. All Head Strength and Conditioning Coaches, regardless of year of hire, shall complete annual Continuing Education Units (CEUs) on jointly-agreed upon relevant topics. The parties shall jointly appoint an independent, third-party credentialing organization to verify that the club strength and conditioning coaches appointed pursuant to this Section satisfy these requirements.

**Section 18. Club Equipment Managers:** By the opening of preseason training camp for the 2021 season, each Club shall secure the services of at least one (1) equipment manager to serve as the Head Equipment Manager on a full-time basis. Each individual hired for the first time to perform services as a Head Equipment Manager for a Club must, as of the hiring date: (a) be certified by the Athletic Equipment Managers Association (or a similar organization as the parties may agree), and (b) have experience working with elite athlete populations (i.e., Division I Collegiate, Olympic, profession level athletes). All Equipment Managers, regardless of dates of hiring, shall complete annual Continuing Education Units (CEUs) on jointly-agreed upon relevant topics. The parties shall jointly

appoint an independent, third-party credentialing organization to verify that the club equipment managers appointed pursuant to this Section satisfy these requirements.

**Section 19. Club Directors of Player Engagement:** Every NFL Club shall retain at least one (1) Director of Player Engagement (“DPE”) who shall be responsible for, among other responsibilities, coordinating and participating in the administration of the programming for NFL players referenced in Section 12 of this Article at his or her Club. The Club DPE shall also identify and develop educational programming that is relevant to his or her own Club’s players.



**ARTICLE 52**  
**PLAYER BENEFIT COSTS**

**Section 1. General Right of Reduction:** The NFLPA will have the unilateral right to reduce or freeze each separate and individual Player Benefit Cost and the applicable benefit, with the exception of (1) benefits and contributions under the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the “Retirement Plan”), (2) benefits under the NFL Player Disability & Neurocognitive Benefit Plan (the “Disability Plan”), and (3) postseason pay (although the NFLPA will have the unilateral right to direct that postseason pay will not be increased), in a League Year, if such right is exercised on or before April 15 of such League Year. However, such action cannot reduce total Player Benefit Costs below 5% of Projected AR, as defined in Article 12 and Player Benefit Costs required by law cannot be reduced.

**Section 2. Right of Restoration:** Each separate and individual Benefit reduced or frozen pursuant to Section 1 above may be unilaterally restored by the NFLPA in whole or in part for a League Year, if such right is exercised on or before April 15 of such League Year. Each Benefit may be restored up to but not in excess of its prescribed level for that League Year in this Agreement.

**Section 3. Resolution of Disputes:** In the event the NFLPA and the NFL are unable to agree to Projected Benefits for the League Year for which the Salary Cap is being set, the parties will proceed immediately to mediation and binding arbitration on an expedited schedule so that all such differences are resolved in time for the timely issuance of the Special Purpose Letter for that League Year. Such mediation and binding arbitration will be presided over by the Benefit Arbitrator pursuant to the following procedure:

(a) The parties will submit in writing to the Benefit Arbitrator their respective calculations of Projected Benefits for the forthcoming year.

(b) Thereafter, the Benefit Arbitrator, upon receipt of such submissions by each party, will immediately convene an expedited hearing at the site of his or her selection. Such hearing will proceed for no more than three days, the first day of which will include whatever mediation efforts the Benefit Arbitrator deems appropriate; provided, however, that such mediation will not be binding on the parties.

(c) As soon as possible following the closing of such expedited hearing, the Benefit Arbitrator will render his or her decision, which will be final and binding on the parties. Post-hearing briefs following the close of such hearing will be permitted only if requested by the Benefit Arbitrator, and any post-hearing brief so requested must be submitted within one (1) week, with no extension. The parties intend that post-hearing briefs will be requested only in unusual circumstances. In no event will the Benefit Arbitrator’s decision be rendered and delivered to the parties any later than five (5) days prior to the scheduled issuance of the Special Purpose Letter.

**Section 4. Limitations on Contributions:**

(a) No NFL Club shall have any obligation, directly or indirectly, to contribute to the Second Career Savings Plan, the Player Annuity Program, the Capital Accumulation

Plan, the Severance Pay Plan, the NFL Player Disability & Neurocognitive Benefit Plan, (except as provided in Article 60, Section 2), the Gene Upshaw Health Reimbursement Account, the Workers' Compensation Time Offset Fund, the Performance Based Pool, the Tuition Assistance Plan, the NFL Player Insurance Plan, the Former Player Life Improvement Plan, or the Player Long-Term Care Insurance Plan (individually, a "Player Benefit Arrangement") with respect to any year following expiration of this Agreement except to the extent required by the Internal Revenue Code or other applicable laws except to the extent preempted by ERISA. Each Player Benefit Arrangement shall provide, or be amended to the extent necessary to provide, for the prevention of any employer-provided benefit from accruing or being otherwise credited or earned thereunder with respect to any year following the expiration of this Agreement, and to provide that no expense incurred in maintaining the Player Benefit Arrangement in a year following the expiration of this Agreement shall be paid, directly or indirectly, by an NFL Club except to the extent required by law, or as otherwise provided in this Agreement.

(b) For the duration of this Agreement, the parties will amend all benefit plans qualified under Section 401(a) of the Internal Revenue Code as necessary to continue to ensure that an NFL Club will only be required to make contributions to any qualified benefit plan to the extent that such contributions are deductible when made under the limits of Section 404(a) of the Internal Revenue Code.

**Section 5. Timing:** Player Benefit Costs for the Retirement Plan, the Second Career Savings Plan, the NFL Player Disability & Neurocognitive Benefit Plan, the Capital Accumulation Plan, the Player Annuity Program, the Tuition Assistance Plan, the Gene Upshaw Health Reimbursement Account, the 88 Benefit Plan, the Player Insurance Plan, the Former Player Life Improvement Plan, the Player Long Term Care Insurance Plan, and the NFL Player Disability & Neurocognitive Benefit Plan, will be deemed to be made in a League Year for purposes of this Agreement if made in the Plan Year beginning in the same calendar year as the beginning of such League Year.

## ARTICLE 53 RETIREMENT PLAN

**Section 1. Maintenance and Definitions:** The current terms of the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the “Retirement Plan”), a jointly administered Taft-Hartley multiemployer pension plan, will be continued and maintained in full force and effect during the term of this Agreement, except as amended below, but no further benefits will accrue except as provided in Section 3 of this Article. The Retirement Plan, and all past and future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Contributions:** An annual contribution will continue to be made to the Retirement Plan on behalf of each NFL Club as actuarially determined to be necessary to fund the benefits provided in this Article, based on the actuarial assumptions and methods contained in Appendix N. No provision of this Agreement will eliminate or reduce the obligation to provide the benefits described in this Article, or eliminate or reduce the obligations of the NFL Clubs to fund retirement benefits. Contributions will be used exclusively to provide retirement benefits and to pay expenses. Contributions for a Plan Year will be made on or before the end of each Plan Year. Benefit Credits, including Legacy Credits and Special Credits, for future seasons and benefits subject to Retirement Board approval, if any, for Plan Years beginning on and after the League Year ending in 2031 will be determined pursuant to future collective bargaining agreements, if any. If Benefit Credits, Legacy Credits and Special Credits are discontinued after the League Year ending in 2031, the NFL Clubs shall continue to make annual contributions in the amount necessary to satisfy the requirements of ERISA § 302 unless and until the Clubs elect to withdraw under ERISA § 4203. It will be the duty of the Retirement Board of the Retirement Plan to pursue all available legal remedies in an effort to assure timely payment of all contributions due under this Agreement.

**Section 3. Pension Enhancements:** Effective for payments on and after April 1, 2020, the parties will amend Section 4.1(a), 4.1(b) and 4A.1 of the Retirement Plan to provide the increased Credits described below for the indicated Credited Seasons. For Players eligible for a Legacy Credit for one or more Credited Seasons, the 2020 Credits shall be treated as a Legacy Credit for such Credited Season(s). In all other circumstances, the 2020 Credits shall be treated as Benefit Credits. Notwithstanding the two prior sentences, the 2020 Credits set forth below shall not be included in Disability Credits as defined in the Retirement Plan.

### Legacy Credit Eligible Players

Credited Season in Plan Year	Benefit Credit	Legacy Credit	Special Credit	2020 Credits	Total Credits
Before 1975	\$250	\$124	\$0	\$176	\$550
1975 through 1981	\$250	\$108	\$0	\$192	\$550
1982 through 1992	\$255	\$108	\$0	\$187	\$550
1993 through 1994	\$265	\$0	\$98	\$187	\$550
1995 through 1996	\$315	\$0	\$48	\$187	\$550
1997	\$365	\$0	\$0	\$185	\$550
1998 through 2011	\$470	\$0	\$0	\$80	\$550
2012 through 2014	\$560	\$0	\$0	\$56	\$616
2015 through 2017	\$660	\$0	\$0	\$66	\$726
2018 through 2019	\$760	\$0	\$0	\$76	\$836
2020 through 2030	\$836	\$0	\$0	\$0	\$836

### Players Not Eligible for Legacy Credit

Credited Season in Plan Year	Benefit Credit	Legacy Credit	Special Credit	2020 Credits	Total Credits
Before 1982	\$250	\$0	\$0	\$300	\$550
1982 through 1992	\$255	\$0	\$108	\$187	\$550
1993 through 1994	\$265	\$0	\$98	\$187	\$550
1995 through 1996	\$315	\$0	\$48	\$187	\$550
1997	\$365	\$0	\$0	\$185	\$550
1998 through 2011	\$470	\$0	\$0	\$80	\$550
2012 through 2014	\$560	\$0	\$0	\$56	\$616
2015 through 2017	\$660	\$0	\$0	\$66	\$726
2018 through 2019	\$760	\$0	\$0	\$76	\$836
2020 through 2030	\$836	\$0	\$0	\$0	\$836

Benefits for affected players in pay status shall be proportionately increased based on the new and prior Total Credits.

**Section 4. 2025 Increase to Pre-2012 Credited Season Credits.** If the annualized increase to the AR is 4% or more over the period beginning on April 1, 2020 and ending on March 31, 2025, then the Retirement Plan shall be amended to increase the 2020 Credits by \$50 for each of the pre-2012 Credited Seasons set forth in Section 3 of this Article; or if the annualized increase to the AR is less than 4% over the period beginning on April 1, 2020 and ending on March 31, 2025, the Retirement Plan shall be amended to increase the 2020 Credits by \$25 for each of the pre-2012 Credited Seasons set forth in Section 3 of this Article.

Benefits for affected players in pay status shall be proportionately increased based on the new and prior Total Credits.

**Section 5. Vesting Requirements:** Effective for payments commencing on or after April 1, 2020, the parties shall amend Section 1.47 of the Retirement Plan so that all players alive on the effective date of this agreement with three or more Credited Seasons, and who were not previously Vested under the Retirement Plan, shall be a Vested Player under only the Retirement Plan, and only for purposes of Article 4 and Section 7.3 of the Retirement Plan. For the avoidance of doubt, a player vesting under this Section 5 shall not be a Vested Player for purposes of any other employee benefit plan under this Agreement. A Player vested under this Section 5 shall not be eligible for the Life only pension with Social Security adjustment under Section 4.4(b)(4) of the Retirement Plan and the Early Payment Benefit under Section 4.5 of the Retirement Plan. The Retirement Plan shall be further amended such that: (i) a Player who vests under the Retirement Plan solely due to this Section 5 of Article 53 (“Section 5”) of this Agreement shall receive a Benefit Credit of \$550 per Credited Season but will not be eligible for either a Legacy Credit, Special Credit or 2020 Credit (except for the increase under Section 4); (ii) the benefit of a Player vested solely due to this Section 5 and who is age 65 or older on April 1, 2020, shall commence as of April 1, 2020, (iii) the benefit of all other players vested solely due to this Section 5 shall commence in accordance with the existing terms of the Retirement Plan; and (iv) a player’s benefit commencing after the later of April 1, 2020 or his Normal Retirement Date shall be actuarially increased.

**Section 6. Death Benefits:** Effective for payments on or after April 1, 2020, the parties will amend Section 7.2 of the Retirement Plan to: (i) increase the first forty-eight-month period following the player’s death to the first sixty-month period following the player’s death; (ii) increase the amount of the benefit for the first sixty-month-period following the player’s death to \$13,000 (to be increased to \$15,000 effective April 1, 2025); and (iii) increase the minimum benefit following the first sixty-month-period after the player’s death to \$6,000. If such increases to the death benefit affect the Retirement Plan’s qualified status, the increases to this death benefit under this Section 6 shall be paid from another employee benefit plan under this Agreement, to be agreed upon by the parties. The Retirement Plan shall be further amended to add a section 7.7 as follows: “If at the time of his death a player has no surviving spouse or child(ren), his death benefit under Section 7.2, subject to all other terms and requirements under this Article 7, shall be payable for a period of 60 months split equally between his parents (or wholly to one parent if only one living parent), not including step-parents, and if no living parent, split equally among his living sibling or siblings.”

**ARTICLE 54**  
**SECOND CAREER SAVINGS PLAN**

**Section 1. Maintenance:** The current terms of the NFL Player Second Career Savings Plan (“Savings Plan”), a jointly administered Taft-Hartley multiemployer defined contribution plan, and all past and future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement, and shall continue in effect except as amended below; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. Such Plan will be continued and maintained in full force and effect during the term of this Agreement.

**Section 2. Contributions:** The Savings Plan shall be amended, to the extent necessary, to provide that:

(a) For each of the Plan Years beginning with the 2020 Plan Year and through the 2030 Plan Year, a contribution will be made to the Savings Plan on behalf of each NFL Club as follows:

(i) **Matching Contributions.** The NFL Clubs in the aggregate will contribute to the Savings Plan a matching amount on behalf of each player with at least two Credited Seasons (including the Credited Season earned during the Plan Year for which the matching contribution is earned), who earns a Credited Season during such Plan Year, and who makes a salary reduction contribution to the Savings Plan (“Matching Contribution”). The amount of such Matching Contribution shall be, to the extent permitted by law, two dollars for each dollar contributed by the player for each of the Plan Years beginning with the 2020 Plan Year through the 2030 Plan Year, up to the following maximums:

Plan Years	Maximum Matching Contribution
2020-2021	\$30,000
2022-2023	\$32,000
2024-2025	\$34,000
2026-2027	\$36,000
2028-2030	\$38,000

Any salary reduction contribution made by a player to the Savings Plan during a calendar year will be eligible to be matched in the Plan Year that begins during such calendar year. The NFL Clubs will be required to contribute the Matching Contribution:

(A) by December 1 of each Plan Year for those players who (i) earn a Credited Season by and through the sixth week of the regular season and (ii) make a salary reduction contribution of one-half or more of the maximum Matching Contribution to the Savings Plan for that calendar year through November 18 of that Plan Year; and

(B) by the last day of that Plan Year (March 31 of the following calendar year) for all other eligible players.

(ii) **Minimum Contribution.** The NFL Clubs in the aggregate will contribute to the Savings Plan a contribution each Plan Year in the amount of (1) at least \$3,600 for each player who earned a Credited Season during such Plan Year and who has at least three or more Credited Seasons after earning such Credited Season, (2) at least \$7,200 for each player who earns a Credited Season during such Plan Year and who has exactly two Credited Seasons after earning such Credited Season, plus (3) effective with the 2020 Plan Year, \$1,500 for each player who earns a Credited Season during such Plan Year and who has exactly one Credited Season after earning such season. Any and all Minimum Contributions that are not Matching Contributions described in Subsection (a)(i) above shall be made by and as of the last day of the Plan Year.

(iii) **Expenses.** The NFL Clubs will continue to make advance contributions to the Savings Plan in an amount sufficient to pay all administrative expenses approved by the Savings Board.

(b) **Future Contributions and Collection.** Contributions, if any, for subsequent years will be determined pursuant to future collective bargaining agreements, if any. It will be the duty of the fiduciaries of the Savings Plan to pursue all available legal remedies in an effort to assure payment of all contributions due under this Agreement.

(c) **Commencement of Withholding.** Withholding of players' salary reduction contributions shall commence each Plan Year as soon as administratively feasible with all efforts to commence such withholdings on or before the last game check in October.

**Section 3. Practice Squad Players:** The Savings Plan shall be amended to allow players on a Practice Squad to make salary reduction contributions to the Savings Plan. Practice Squad Players with at least three game credits in a Season who are not otherwise eligible under Section 2 of this Article 54 shall receive a contribution (up to a maximum of \$1,500) equal to two dollars for every one dollar of such player's salary reduction contribution, but shall not be eligible for the Minimum Contribution.

**ARTICLE 55  
PLAYER ANNUITY PROGRAM**

**Section 1. Maintenance:** The current terms of the NFL Player Annuity Program (“Annuity Program”), a jointly administered Taft-Hartley multiemployer defined contribution program, will be continued and maintained in full force and effect during the term of this Agreement, except as amended below, and will continue to include a taxable portion (“Taxable Portion”), and a tax-qualified portion (“Qualified Portion”). The Annuity Program, and all future amendments thereto as adopted in accordance with the terms of that Program, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Program and the definitions of such terms are applicable only to such Program, and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Contributions:** For each League Year of this Agreement, through the League Year ending in 2031, a contribution will continue to be made to the Annuity Program on behalf of the NFL Clubs as follows:

(a) **Expenses.** The NFL Clubs will make advance contributions to the Annuity Program in an amount sufficient to pay all administrative expenses approved by the Annuity Board. For purposes of this provision the term “administrative expenses” does not include reserve or similar capital requirements.

(b) **Allocation.** In the Annuity Years (as defined in the Annuity Program document) beginning in 2020 and ending in 2031, an Allocation will be made for each eligible player who earns a Credited Season (as that term is defined in the Bert Bell/Pete Rozelle NFL Player Retirement Plan) in an Annuity Year and who has a total of two or more Credited Seasons as of the end of such Annuity Year. The amount of the Allocation will be first allocated to the Qualified Portion not to exceed the maximum permitted under law, with the remainder allocated to the Taxable Portion. The amount of the allocation to the Annuity Program, subject to offset by the allocation made to the Capital Accumulation Plan described in Article 55A, shall be:

Credited Seasons	2020-2021 Annuity Years	2022-2023 Annuity Years	2024-2025 Annuity Years	2026-2027 Annuity Years	2028-2030 Annuity Years
2	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
3	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
4	\$100,000	\$115,000	\$130,000	\$145,000	\$160,000
5 or more	\$110,000	\$125,000	\$140,000	\$155,000	\$170,000

(c) **Future Contributions.** Contributions, if any, for subsequent years will be determined pursuant to future collective bargaining agreements, if any. It will be the duty of the fiduciaries of the Player Annuity Program to pursue all available legal remedies in an effort to assure payment of all contributions due under this Agreement.



**Section 3. Timing:** An eligible player who earns a Credited Season through the sixth week of the regular season of an Annuity Year will receive an allocation on December 1 of such Annuity Year. All other players who are entitled to an allocation in an Annuity Year will receive an allocation on March 31 of such Annuity Year.

**Section 4. Structure:** The Annuity Program will continue to hold assets for the sole benefit of players and their beneficiaries and to pay all expenses of the Annuity Program approved by the Annuity Board. The Annuity Program is intended, except the tax qualified portion referenced above and the allocation to the Capital Accumulation Plan in Article 55A, to be a program of deferred compensation that is not tax-qualified within the meaning of Section 401(a) of the Internal Revenue Code. Accordingly, it is intended that individual allocations will be subject to current taxation, and that taxes will be withheld in accordance with the requirements of applicable federal, state, and local law. The parties intend that the amount of each individual taxable allocation remaining after withholding taxes will be used to purchase an annuity.

**Section 5. NFL Player Annuity & Insurance Company Net Worth:** Unless unusual circumstances exist that warrant a greater Net Worth, the estimated Net Worth of the NFL Player Annuity & Insurance Company (“Company”) at the end of each calendar year shall continue to not be less than the greater of (1) one percent (1%) of the total Segregated Accounts, or (2) \$3.5 million. For purposes of this calculation, Net Worth is defined as the net worth of the Company as shown in the pro forma financial statements. At its last meeting in each calendar year, the Company’s Board of Directors shall continue to determine:

- (a) Whether or not unusual circumstances exist that warrant a greater estimated Net Worth;
- (b) The amount of any payment to the player Segregated Accounts from the Company General Account for the current year, such that the estimated Net Worth for the current year does not unreasonably exceed the above limits; and
- (c) The amount, if any, by which the Company charge to the player Segregated Accounts for the upcoming calendar year should be changed, such that the estimated Net Worth at the end of the following calendar year is not expected to unreasonably exceed or be less than the above limits.

**ARTICLE 55A**  
**NFL PLAYER CAPITAL ACCUMULATION PLAN**

**Section 1. Maintenance:** The current terms of the NFL Player Capital Accumulation Plan (“CAP Plan”), a jointly administered Taft-Hartley multiemployer defined contribution plan, will be continued and maintained in full force and effect during the term of this Agreement, except as amended below, and all past and future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Contributions:** For each Credited Season earned during the 2020 Plan Year through the 2030 Plan Year, NFL Clubs will make an allocation to the CAP Plan for each Plan Year based on Credited Seasons earned as follows:

Number of Credited Seasons (Including Credited Seasons Earned During Such Plan Year)	Allocation
1	\$0
2	\$2,500
3	\$2,500
4 or more	\$35,000

**Section 3. Timing:** The NFL Clubs will be required to contribute by December 1 of such Plan Year for those players who earn a Credited Season by and through the sixth week of the regular season, and by the last day of such Plan Year (March 31 of the following calendar year) for all other eligible players.

**Section 4. Expenses:** The NFL Clubs will make advanced contributions to the CAP Plan in an amount sufficient to pay all administrative expenses approved by the CAP Board. Player forfeitures, as determined under the vesting schedule described in the CAP Plan, will be used to reduce the amount of advanced contributions.

**Section 5. Future Contributions:** Contributions to the CAP Plan, if any, for subsequent years will be determined pursuant to future collective bargaining agreements, if any.

**ARTICLE 56**  
**TUITION ASSISTANCE PLAN**

**Section 1. Maintenance:** The current terms of the NFL Player Tuition Assistance Plan (“Tuition Plan”) will be continued and maintained in full force and effect during the term of this Agreement, except as amended below, and all past and future amendments thereto as adopted in accordance with the terms of that Plan are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Change in Plan Year:** The Tuition Plan shall be amended so that the Plan Year commences on September 1st, (effective as of September 1, 2020) and that all references to League Year shall be amended to Plan Year. Annual and aggregate benefit limits and deadlines will be transitioned as set forth below.

**Section 3. Benefit.** The Tuition Plan shall continue to provide up to \$20,000 per Plan Year (increasing to \$25,000 beginning with the 2026 Plan Year) through the last day of the 2030 League Year for reimbursement for tuition, fees, books, or other expenses as defined in the Tuition Plan for reimbursable expenses incurred (under the terms of the Tuition Plan, an expense is incurred when paid) during the Plan Year, to any eligible player for a course or courses for which he earns a grade of “C minus” or better at an eligible educational institution, including trade or vocational schools, within the meaning of Section 529(e)(5) of the Internal Revenue Code, or as otherwise defined in the plan. The Plan shall be amended to provide that a player with less than two Credited Seasons who does not use the full amount of his benefit during a Plan Year in which he is eligible, and who is not eligible for the benefit in the following Plan Year, shall be eligible to use during such following Plan Year any remaining benefit amount from the Plan Year in which he was eligible. The Plan shall be further amended so that solely for the League Year ending in 2020, an eligible player who has not used his \$20,000 by the end of such League Year shall have until August 31, 2020 to use such benefit. An eligible player who has used his \$20,000 for the League Year ending in 2020, and who incurs a reimbursable expense after the end of the League Year, but before the first day of the 2020 Plan Year commencing on September 1, 2020, may seek reimbursement for such expense, but any reimbursement shall apply to the \$20,000 annual limit for the 2020 Plan Year. The Plan shall continue to provide that a reimbursable expense is incurred during a Plan Year if it is paid in such Plan Year, including the 2030 Plan Year. A reimbursable expense incurred on or after the beginning of the 2030 Plan Year, and on or before the end of the 2030 League Year, shall be payable after the end of the 2030 League Year if the claim for reimbursement is timely filed under the requirements of the Tuition Plan, and all other requirements of the Tuition Plan are satisfied. The Tuition Plan shall continue to be a written plan that is intended to qualify as an educational assistance program under Section 127 of the Internal Revenue Code that provides benefits to a player in any calendar year up to the maximum exclusion amount of Section 127 of the Internal Revenue Code, to minimize the tax burden on

players. Benefits in excess of the maximum exclusion of Section 127 of the Internal Revenue Code in any calendar year will be subject to taxation and wage withholdings. To be eligible for reimbursement, fees must be associated with the course or courses taken.

**Section 4. Eligibility and Former Player Benefit:** The Tuition Plan shall be amended to provide that:(a) To be eligible for reimbursement, the player must have earned at least one Credited Season prior to the beginning of the Plan Year and be on the Active, Inactive, or Reserve/Injured roster for at least one game of the NFL regular season during the Plan Year in which the course or courses commence. A player who does not have a Credited Season prior to the Plan Year, but who earns a Credited Season during the Plan Year and is on the Active, Inactive, or Reserve/Injured roster for at least one game of the NFL regular season during the Plan Year shall be eligible for reimbursement for courses commencing after the Season but within that Plan Year. The requirement that a player must be under contract when he incurs the reimbursable expense shall be eliminated.

(b) A player, who (i) is not eligible for benefits under Section 4(a) above, (ii) and (ii) has at least two (2) Credited Seasons under the Bert Bell/Pete Rozelle NFL Player Retirement Plan, shall be eligible to be reimbursed based on the number of his Credited Seasons up to the aggregate amounts set forth below:

Credited Seasons	2020-2025 Plan Years	2026-2030 Plan Years
2	\$25,000	\$30,000
3	\$45,000	\$55,000
4	\$65,000	\$80,000
5+	\$85,000	\$105,000

(c) The Plan shall be amended effective for the 2020 Plan Year, such that a Practice Squad player who is on a Practice Squad for three weeks in a Season shall earn \$5,000 for that Season (increasing to \$7,500 beginning with the 2026 Plan Year) to be used toward reimbursement under this Article 56. A Practice Squad Player must use the amount earned for tuition reimbursement during a Season before the end of the Plan Year in which the player earns the benefit. However, if a player does not use his benefit earned during the Season by the end of such Plan Year, and the Season is the last Season in which the player is on a Practice Squad roster for three weeks and he does not otherwise qualify for reimbursement under Section 3(a) or 3(b), he shall have until the end of the following Plan Year to use the benefit. A Practice Squad Player shall be deemed to have used the benefit as of the date he incurs the reimbursable expense (defined under the Plan as the date he pays the expense), and not the date he first satisfies the requirement to be reimbursed. If a Practice Squad player becomes eligible for the benefit under this Article 56 by satisfying the requirements under Section 3(a) he shall not be eligible for the Practice Squad benefit for any Plan Year in which he is otherwise eligible under Section 3(a). If the player has used some or all of his Practice Squad benefit in a Plan Year, and then becomes eligible for reimbursement under Section 3(a), the player's aggregate benefit for such Plan Year shall not exceed \$20,000 (or \$25,000 beginning with the 2026 Plan Year).

**Section 5. Reimbursement:** An eligible player will be reimbursed no more than seventy five (75) days after the player submits a certified transcript, or similar documentation for a covered non-degree program, from the eligible educational institution for that semester, and receipts demonstrating payment for tuition, fees, books, or other expenses as defined under the Plan, but only if his completed application is received by the Plan Administrator within six (6) months of the date he completes the course as defined in the plan.

**Section 6. Administration:** The NFL shall continue to administer the Tuition Assistance Plan. The NFL shall not change any benefit provided under this Article 56 without the consent of the NFLPA.

**ARTICLE 57**  
**88 BENEFIT**

**Section 1. Establishment:** The current terms of the “88 Plan”, a jointly administered Taft-Hartley multiemployer welfare plan, shall continue in full force and effect, except as amended below, to provide medical benefits as set forth in the “88 Plan” document to former players who are (1) vested due to their Credited Seasons or their total and permanent disability under the Retirement Plan or the Disability Plan, and (2) determined by the governing Board of the 88 Plan (the “88 Board”) to have “dementia,” amyotrophic lateral sclerosis (ALS), and/or Parkinson’s disease as defined by the parties. The 88 Plan, and any and all future amendments thereto, will be incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan, and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. The Plan Year begins on April 1.

**Section 2. Benefits:** Effective April 1, 2020, the parties shall amend Section 3.2(a) of the 88 Plan to: increase the maximum in-home care benefit to \$140,000 per year (increased to \$165,000 per year beginning with the 2025 Plan Year) and the institutional care benefit to \$160,000 per year (increased to \$185,000 per year beginning with the 2025 Plan Year).

**Section 3. No Reduction for Parkinson’s Disease:** Effective April 1, 2020, the parties shall amend Section 3.2(a) of the 88 Plan to exclude 88 Plan eligible players diagnosed with Parkinson’s Disease from the reduction in 88 Plan Benefits for disability benefits such player receives under the Retirement Plan or the Disability Plan.

**Section 4. Funding:** The NFL Clubs will make advance contributions to the 88 Plan in an amount sufficient to pay benefits and all administrative expenses approved by the 88 Board.

**Section 5. Term:** This Plan will continue to provide benefits as above after the 2030 League Year and after the expiration of this Agreement, but only to a former player who qualified during the term of this Agreement and who remains qualified.

**ARTICLE 58**  
**GROUP INSURANCE**

**Section 1. Maintenance:** The current terms of the NFL Player Insurance Plan (“Insurance Plan”) shall remain in effect, except as amended below, and all past and future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. The Plan will be continued and maintained in full force and effect during the term of this Agreement and must at all times comply with the terms of this Article. Under the Plan, players will receive group insurance benefits, consisting of life insurance, medical, dental, and vision benefits, as follows:

(a) **Life Insurance.** The Insurance Plan shall be amended effective September 1, 2020 to increase the life insurance coverage as follows:

Credited Seasons	Life Insurance Coverage
0-1	\$1,000,000
2	\$1,200,000
3	\$1,400,000
4	\$1,600,000
5	\$1,800,000
6+	\$2,000,000

(b) **Medical.** Each player will continue to be required to pay an annual deductible of \$850 per individual per plan year and \$1700 per family per plan year with maximum out-of-pocket expenses of \$2000 (including the deductible) for each covered individual. In addition:

(1) the co-insurance paid by a covered individual for services rendered by out-of-network providers will continue to be 30% of covered charges; and

(2) the amount paid by a covered individual for non-compliance with pre-certification and emergency admission procedures will continue to be \$500 and the reimbursement paid to the covered individual for such services shall be reduced by 50%; and

(3) a prescription drug card will continue to be provided to covered individuals with a three-tier, \$15/\$25/\$50 co-pay.

(4) One physical per year for the covered player and his spouse will continue to be covered.

(c) **Dental.** Usual, customary and reasonable (“UCR”) dental expenses for all players and their eligible dependents will continue to be reimbursed to players pursuant to the following schedule:

- (1) Preventive care paid at 100% of UCR,
- (2) General services paid at 85% of UCR, and
- (3) Major services paid at 50% of UCR.

Each player will continue to be required to pay an annual deductible of \$50 per individual per plan year and \$100 per family per plan year. The maximum benefit payable will continue to be \$2,000 per covered individual per plan year.

(d) **Vision.** Effective September 1, 2020, the Insurance Plan shall be amended to add a vision benefit for players and their eligible dependents to provide vision benefits to cover some or all of the cost of exams, corrective lenses, frames and contact lenses.

(e) **Period of Benefits.** Subject to the extension provided in Section 2, players will continue to receive the benefits provided in this Article through the end of the Plan Year in which they are released or otherwise sever employment. Players vested due to their Credited Seasons under the Retirement Plan who are released or otherwise sever employment after May 1 in a calendar year will continue to receive the benefits provided under this section until the first regular season game of the season that begins in the following calendar year. Group benefits are guaranteed during the term of this Agreement unless required to be modified by law. The Insurance Plan shall terminate as to all players as of the last day of the 2030 League Year unless continued under future collective bargaining agreements. If the Insurance Plan is not continued, claims for services received but not submitted prior to the end of the 2030 League Year shall be paid in accordance with the terms of the Insurance Plan in effect prior to the termination.

(f) **Family Medical, Vision and Dental Coverage for Deceased Players.** A player's enrolled dependents (including a child born to the player's wife within ten months after the player's death) shall continue to be entitled to continuing family medical, vision and dental coverage, as follows:

(1) for the dependents of a player on the Active, Inactive, Reserve/Injured, Reserve/PUP, or Practice Squad roster at the time of the player's death, coverage will continue for the length of time the player would have been covered had his contract been terminated on the date of his death for any reason other than death;

(2) for dependents of a player who was receiving coverage under this Article at the time of his death, coverage will continue for the remaining length of time that the player would have been eligible under such Section had his death not occurred.

(g) **Coverage for Players Receiving Injury Settlements.** Section 2.1 of the Plan shall continue to provide that a player who was on a Qualifying List at any time during the preseason shall be eligible for Comprehensive Medical, Vision, and Dental Benefits in the immediately following season if he is paid all or part of his salary for such season pursuant to an Injury Settlement Waiver or an Injury Grievance, as such terms are defined in the CBA, and shall be regarded as being released in that season for purposes of determining the date his eligibility terminates under Section 2.3 and his right to extended coverage, if any, begins, provided, however, that coverage under the Plan will not be provided retroactively for any period of time it was not then available. In addition, the definition of "Continuing Veteran" shall continue to require that a player be regarded as a vested player only if he has earned three or more Credited Seasons.



**Section 2. Extended Post-Career Medical, Vision And Dental Benefits:** The medical, dental, and vision benefits described in Section 1 of this Article will continue, subject to limitations described in Section 3 below, as follows:

(a) Players vested due to their Credited Seasons under the Retirement Plan who are released or otherwise sever employment at any time on or after the first regular season game, and prior to the expiration or termination of this Agreement, will continue to receive the benefits described in Subsections 1(b), 1(c) and 1(d) above through the end of the Plan Year in which such release or severance occurs and for the following sixty (60) month period.

(b) All rights under federal law of the players and their spouses and dependents to elect COBRA continuation coverage will commence upon the expiration or termination of the period in which the benefits described above are provided, as if such additional benefits had not been provided.

(c) Players vested due to their Credited Seasons under the Retirement Plan who have completed their eligibility under this Section and under COBRA shall have the option, at the expiration of COBRA, to continue insurance coverage on the same terms as if COBRA had not expired (at their own expense) for the duration of this Agreement provided that no break in coverage occurs after the player's last Player Contract is terminated or expires. Each such player also will have the right to waive coverage under COBRA and elect coverage instead under the lower cost option provided under the Plan.

**Section 3. Limitations And Rules For Extended Insurance:** Certain limitations and rules for the benefits described in Section 2 above will apply as follows:

(a) The benefits described in Sections 2(a)(i) and 2(a)(iii) above will terminate immediately upon the expiration or termination of this Agreement consistent with Section 1(e) above, for individuals eligible for benefits under this Section, including, without limitation, those who have already been released or otherwise severed employment at the time of such expiration or termination.

(b) Players eligible for coverage under Section 2 above are not obligated to enroll in any other health plan or program for health services offered by an employer.

**Section 4. NFL Designated Hospital Network:**

(a) The Plan Administrator shall establish a program in all NFL markets wherein eligible players who no longer have insurance coverage under the NFL Player Insurance Plan may, at no cost to the player, receive from participating medical providers who have contracted with the Plan Administrator, or its authorized representative, defined medical care that may consist of such services as annual physicals, preventative care, mental health care, orthopedic out-patient services, or other services as provided for in such medical provider contracts.

(b) Any player who was eligible for continuation coverage under Section 2(a)(i) above and who is not age 65 or older shall be eligible to participate in the program established in any NFL Market described in this Section 4 on the later of the expiration of his continuation coverage under Section 2(a)(i) or the date this program is established.

(c) The Plan Administrator shall establish the program described in Section 4(a) to be effective on or before September 1, 2021, but any failure to establish such program in one or more NFL Market(s) by this date, or any later date, shall not be a breach of this Agreement or give rise to any liability or other obligation on the part of the Plan, the Plan Administrator, the Management Council or the NFL so long as the Plan Administrator is making all best efforts to establish such program in the relevant NFL Market(s).

(d) The Plan Administrator shall make best efforts to expand some or all of the coverage under this Section 4 to include spouses and dependents of participating players.

(e) The Plan Administrator shall make best efforts to establish by the beginning of the 2022 Plan Year a defined health screening program for spouses of participating players.

(f) The Plan Administrator shall make best efforts to expand the services provided under this Section 4 to include certain surgical procedures.

(g) The agreement by the Plan Administrator in subsection 4(a) of this Article 58 shall create no additional obligation on the part of the Management Council or the NFL to provide medical coverage to Former Players except as otherwise provided for in this Agreement.

(h) The agreement by the Plan Administrator in Section 1 of this Article 58 to establish the described program therein shall create no additional obligation on the part of the Management Council or the NFL to provide medical coverage to any player except as otherwise provided for in this Agreement.

(i) The Plan shall be amended to incorporate the terms of the NFL Health System Network Program when the Program is first established.

(j) The Program described in this Section 4 will terminate immediately upon the expiration or termination of this Agreement consistent with Section 1(e) above.

**Section 5. Administration:** The Management Council will continue to administer the Plan. The parties each shall continue to have the right to appoint two (2) trustees for the Plan. In the event of a tie vote by the trustees in any appeal, the matter will be referred to the Benefits Arbitrator under Article 64. The NFLPA will continue to have the right to veto for cause any insurance company or other entity selected by the NFL or the Management Council to provide benefits under this Article. Reasons justifying such a veto for cause include, but are not limited to, excessive cost, poor service, or insufficient financial reserves. Upon request by the NFLPA, the Management Council will promptly provide the NFLPA with any document or other information relating to group insurance, including materials relating to experience and costs. The Management Council shall not change any benefit provided under this Article 58 without the consent of the NFLPA.

**ARTICLE 59**  
**SEVERANCE PAY**

**Section 1. Eligibility and Maintenance:** The current terms of the NFL Player Severance Pay Plan (“Severance Plan”) shall continue, except as amended below, and all past and future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. The Severance Plan will be continued and maintained in full force and effect during the term of this Agreement and at all times comply with the terms of this Article. Only players with two or more Credited Seasons (as that term is defined in the Bert Bell/Pete Rozelle NFL Player Retirement Plan), at least one of which is for a season commencing in 1993 or later, will be eligible for severance pay under this Plan. This Article will not extinguish or affect any other rights that a player may have to any other severance pay. Determinations of the Retirement Board with respect to Credited Seasons will be final and binding for purposes of determining severance pay.

**Section 2. Amount:** Each eligible player will receive severance pay in the amounts determined as follows:

Credited Season(s)	Severance Amount per Credited Season
1989-1992	\$5,000
1993-1999	\$10,000
2000-2008	\$12,500
2009	\$15,000
2010	\$0
2011	\$15,000
2012-2013	\$17,500
2014-2016	\$20,000
2017-2019	\$22,500
2020-2022	\$30,000
2023-2025	\$35,000
2026-2028	\$40,000
2029-2030	\$50,000

**Section 3. Payment:** Severance pay under this Article will continue to be paid in a single lump sum payment by the NFL Club with which the player last earned a Credited Season. The payment will be made automatically on the last day of the calendar quarter in which the eligible player’s “separation from service” as defined in the Severance Plan and within the meaning of Internal Revenue Code Section 409A, occurs, unless his separation from

service occurs within twenty (20) days of such date, in which case his severance pay will be paid on the last day of the next following calendar quarter.

**Section 4. Second Payment:** Any player who returns to NFL football after receiving a severance payment under this Article will still be entitled to further severance pay based solely on his subsequent Credited Seasons.

**Section 5. Payable to Survivor:** In the event a player eligible to receive severance pay under this Article dies before receiving such pay, the player's designated beneficiary (or his estate in the absence of a designated beneficiary) will be entitled to receive such pay on the later of (a) the next payment date following the date of the player's death, or (b) thirty (30) days after written notification of the player's death.

**Section 6. Administration:** The NFL shall continue to administer the Severance Plan. The NFL shall not change any benefit provided under this Article 59 without the consent of the NFLPA.

**Section 7. Non-assignability:** The right to receive payment hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, and in the event of any attempted assignment, transfer or delegation, the Clubs will have no liability to pay any amount so attempted to be assigned, transferred or delegated. Neither the NFL nor any NFL Clubs will have any obligation to verify other than to the NFLPA upon request the amount of severance pay a player may be entitled to receive, unless and until an application for pay is properly submitted by such player. Notwithstanding the preceding, (1) a player's severance pay will be assigned and paid to an "alternate payee," under a court order that satisfies the essential requirements to be a "qualified domestic relations order" within the meaning of Internal Revenue Code Section 414(p); and (2) a Club may offset against severance pay, at the time of payment, amounts to the extent permitted by Internal Revenue Code Section 409A and the regulations thereunder.

**ARTICLE 60**  
**NFL PLAYER DISABILITY & NEUROCOGNITIVE BENEFIT PLAN**

**Section 1. Maintenance:** The parties shall continue under its current terms, except as amended below, for the duration of this Agreement, the NFL Player Disability & Neurocognitive Benefit Plan (“Disability Plan”), a Taft-Hartley welfare benefit plan, for the payment of disability benefits to former players who are eligible and qualify for such benefits under the terms of the Disability Plan. All past and future amendments to the Disability Plan are adopted in accordance with the terms of the Disability Plan, are incorporated by reference, and made a part of this Agreement; provided, however, the terms used in such Plan and the definitions of such terms are applicable only to such Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Benefit Amounts:** Unless otherwise stated below, the minimum benefit amounts currently in effect under the Disability Plan before April 1, 2021, shall remain in effect for the duration of this Agreement. The Disability Plan shall be amended to provide that effective April 1, 2031, T&P benefits shall be reduced to the following annual amounts, to be paid in equal monthly installments, unless later agreed to by the parties in a subsequent agreement:

Benefit Category	Annual Benefit Amount
Active Football	\$48,000
Inactive Football	\$48,000
Inactive A	\$48,000
Inactive B	\$40,000

**Section 3. Medical Records:** The parties shall amend Sections 3.3(a), 3.8(a), 5.4(b), 5.4(c) and 6.2(d) of the Disability Plan to require, rather than permit, that a player submit all medical records available at the time of his application that relate to the underlying condition(s) for which the player seeks benefits as set forth in those provisions of the Disability Plan.

**Section 4. Social Security Disability Insurance Offset:** The parties shall amend Sections 3.6 and 4.2 of the Disability Plan as follows:

(a) The parties shall amend Section 3.6 of the Disability Plan by adding a Section 3.6(i) to state as follows: “Effective January 1, 2021, the monthly benefit amount of a player currently receiving, or later determined to be eligible to receive, the Inactive A benefit (except if the player is approved for an 88 Plan benefit) determined under this Section 3.6 of the Disability Plan shall be reduced until the player attains age 65 by the actual amount of the monthly disability benefit such player receives from Social Security Disability Insurance (“SSDI”). This offset shall exclude any governmental insurance premium. The amount of a player’s monthly SSDI offset for a calendar year shall equal the monthly amount of the player’s SSDI benefit in effect on January 1st of the prior calendar year, less the aforementioned government insurance premium exclusion.”

(b) The parties shall amend Section 4.2 of the Disability Plan by adding the following to the end of Section 4.2 of the Disability Plan: “Effective January 1, 2021, the monthly benefit amount of a player currently receiving the Inactive A benefit (except if the player is approved for an 88 Plan benefit) determined under this Section 4.2 of the Disability Plan shall be reduced until the player attains age 65 by the actual amount of the monthly disability benefit such player receives from SSDI. This offset shall exclude any governmental insurance premium. The amount of a player’s monthly SSDI offset for a calendar year shall equal the lesser of the monthly amount of the player’s SSDI benefit in effect on January 1st of the prior calendar year, less the aforementioned government insurance premium exclusion, or the player’s Inactive A benefit under the Disability Plan.

**Section 5. Whole Person Evaluation:** The parties agree to amend Section 3.1 of the Disability Plan to base the determination that a player is totally and permanently disabled on a “whole person” evaluation of the player with such amendment to be effective on April 1, 2024. By June 1, 2020, a three-person panel shall be established to assist the bargaining parties in developing the whole-person evaluation process. The bargaining parties shall appoint one person each to the panel, and shall jointly appoint the third person to the panel. Any dispute between the bargaining parties over the evaluation process shall be decided by a majority vote of the panel. Solely for purposes of evaluating the whole-person evaluation process, and not for determining a player’s eligibility for T&P benefits, for the Plan Year commencing April 1, 2023, players applying for T&P benefits shall be evaluated under both the evaluation process in effect under the Disability Plan as of the effective date of this Agreement, and under the whole-person evaluation developed under this Section 5. Effective April 1, 2024, the whole-person evaluation process shall be the basis for determining whether a player is totally and permanently disabled. The bargaining parties may re-evaluate the whole-person evaluation process again before April 1, 2025.

**Section 6. Social Security Eligibility:** The parties shall amend Section 3.2 of the Disability Plan by adding a subsection 3.2(c) to state that as of April 1, 2024, a Social Security determination of disability does not establish a player’s eligibility for benefits under this Disability Plan. This subsection (c) shall apply to all new applications received by the Disability Plan on or after April 1, 2024. Except as stated below, players eligible for benefits under this Section 3.2 based on Social Security determinations received by the Disability Plan prior to April 1, 2024, shall continue to be eligible for benefits so long as they otherwise remain eligible under the terms of the Disability Plan. On or before April 1, 2026, players receiving benefits under the Disability Plan based on a Social Security determination submitted to the Disability Plan prior to April 1, 2024, shall be re-evaluated under the whole-person evaluation process to determine if they continue to meet the Disability Plan’s eligibility requirements for T&P benefits. Players determined to no longer meet the Disability Plan’s eligibility requirements for T&P benefits shall have their benefits terminated upon such determination.

**Section 7. Line of Duty:** Article 5 of the Disability Plan shall be amended as follows:

(a) Section 5.5(a) shall be amended to state: “With respect to applications received on or after April 1, 2020, a ‘substantial disablement’ is a ‘permanent disability’ other than a neurocognitive, brain-related neurological (excluding nerve damage) or ‘psychiatric impairment’ that:”;

(b) Section 5.5(a)(4)(B) shall be amended to state: “With respect to applications received on and after April 1, 2020, is rated at least 9 points, using the Point System set forth in Appendix A, Version 2 to this Plan”; and

(c) Section 5.5(b) shall be amended to state: “With respect to applications received on or after April 1, 2020, a player who submits sufficient medical records to establish that he has a “substantial disablement” as determined by the Disability Initial Claims Committee or the Disability Board will not be subject to a Medical Evaluation under this Section 5.5(b).”

**Section 8. Neurocognitive Disability Benefits:** Article 6 of the Disability Plan shall be amended as follows:

(a) Section 6.4(a) shall be amended to increase the minimum amount of the Mild Neurocognitive Impairment Benefit to:

Plan Year(s)	Minimum Benefit Amount
2020-2021	\$3,000
2022-2023	\$3,500
2024-2025	\$4,000
2026-2027	\$4,500
2028-2030	\$5,000

(b) Section 6.4(b) shall be amended to increase the minimum amount of the Moderate Neurocognitive Impairment Benefit to:

Plan Year(s)	Minimum Benefit Amount
2020-2021	\$5,000
2022-2023	\$5,500
2024-2025	\$6,000
2026-2027	\$6,500
2028-2030	\$7,000

(c) Section 6.9 shall be amended to change the application deadline to March 31, 2031;

(d) Section 6.10 shall be amended to change the sunset date to March 31, 2031; and

(e) Effective April 1, 2020, Section 6.1 shall be amended to eliminate the requirements under Sections 6.1(a) and 6.1(b).

**Section 9. Treatment for Neurocognitive Disorders:** The Disability Plan shall continue to provide up to \$10,000 per Plan Year in reimbursements for an eligible player's out-of-pocket medical expenses relating to the treatment of his neurocognitive disorder that meets the definition of a medical expense under Section 213(d) of the Internal Revenue Code. An eligible player under this Section 9 is a player receiving benefits under Article 6 of the Disability Plan. The Plan shall only be a "secondary payor" covering the eligible player's out-of-pocket medical expenses to the extent not paid by the player's primary health insurer including, but not limited to, the Insurance Plan, but excluding the HRA Plan.

**Section 10. Circuit Breaker:**

(a) If the annualized increase in Gross Disability Benefit Costs is more than 2% greater than the annualized increase in the Player Cost Amount as defined in Article 12, Section 6(c), over the period beginning on April 1, 2020 and ending on March 31, 2026, then the Disability Plan shall be amended effective for T&P applications received on or after April 1, 2026, but not applications received prior to this date, to reduce the Inactive A annual benefit amount to \$115,000 before any offset. Gross Disability Benefit Costs shall be defined as the T&P and LOD benefits paid from the Disability Plan.

(b) If the annualized increase in Gross Disability Benefit Costs is less than the annualized increase in the Player Cost Amount minus 3%, over the period beginning on April 1, 2020 and ending on March 31, 2026, then the Disability Plan shall be amended effective for T&P applications received on or after April 1, 2026, but not applications received prior to this date, to increase the minimum Inactive B annual benefit amount to \$70,000.



**ARTICLE 61**  
**LONG TERM CARE INSURANCE PLAN**

**Section 1. Eligibility and Maintenance:** The Long Term Care Insurance Plan (“LTC Plan”) in effect as of the date hereof, and all future amendments thereto, shall continue through March 1, 2021, under its current terms, except as amended below, and is incorporated by reference and made a part of this Agreement; provided, however, that the terms used in the LTC Plan and the definitions of such terms are applicable only to the LTC Plan and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. The LTC Plan will be continued and maintained in full force and effect during the term of this Agreement; provided, however, that if the Management Council determines that it would be more efficient and economical to administer the LTC Plan under the Former Player Life Improvement Plan, or through another benefit plan or arrangement, the LTC Plan may be terminated and the benefits provided hereunder be provided under the Former Player Life Improvement Plan or such other plan, subject to approval by the NFLPA. Only players who have permanently ceased playing professional football; who are vested under the Retirement Plan based on Credited Seasons; who have attained the age of 50 and not yet attained the age of 76; and who satisfy the underwriting requirements of the insurer are eligible for insurance under the LTC Plan.

**Section 2. Benefits:** All eligible players issued a Long Term Care insurance contract on or before March 1, 2021 provided by a national insurer as described in Section 1 of this Article 61 will be entitled to receive benefits under such contract in the event the player is certified by a licensed health care provider as (i) requiring critical supervision, or (ii) requiring the presence of another person within arm’s reach due to inability to perform a required number of defined activities of daily living. The Long Term Care insurance contract is renewable for life and entitles the player to receive a maximum daily benefit of \$150 for a maximum of four years.

**Section 3. Limitations:** Benefits will continue to not be paid for confinement, treatment, services or care: (i) resulting from alcoholism, drug addiction, or chemical dependency, unless as a result of medication prescribed by a physician; (ii) arising out of suicide (while sane or insane), attempted suicide, or intentionally self-inflicted injury; (iii) provided in a government facility (unless otherwise required by law), services for which benefits are payable under Medicare, or would be payable except for application of a deductible or coinsurance amount, or other governmental programs (except Medicaid), and services for which no charge is normally made in the absence of insurance; (iv) received outside the United States; (v) for which benefits are payable under any state or federal workers’ compensation, employer’s liability of occupational disease law; (vi) that are not included in a participant’s plan of care; or (vii) that are prohibited by federal law.

**Section 4. Plan Benefits Primary:** Any player who is entitled to any payment or benefit under any other Article of this Agreement that would be eligible for payment or reimbursement under the LTC Plan will continue to have such payment or benefit offset by the amount eligible for payment or reimbursement under the LTC Plan.

**Section 5. Administration:** The NFL shall continue to administer the LTC Plan. The NFL shall not change any benefit provided under this Article 61 without the consent of the NFLPA.

**ARTICLE 62**  
**GENE UPSHAW NFL PLAYER HEALTH REIMBURSEMENT ACCOUNT**

**Section 1. Maintenance:** The parties will continue to jointly administer the Gene Upshaw NFL Player Health Reimbursement Account Plan (hereinafter referred to as the “Health Reimbursement Plan” or “Plan”), a Taft-Hartley multiemployer welfare plan, under its current terms, except as amended below. The Health Reimbursement Plan, and any and all future amendments thereto as adopted in accordance with the terms of that Plan, are incorporated by reference and made a part of this Agreement; provided, however, that the terms used in such Plan and the definitions of such terms are applicable only to such Plan, and shall have no applicability to this Agreement unless the context of this Agreement specifically mandates the use of such terms. Such Plan will be continued and maintained in full force and effect during the term of this Agreement. The Plan Year begins on April 1.

**Section 2. Contributions:** For each of the 2020 through 2030 Plan Years, a contribution shall be made to the Health Reimbursement Plan on behalf of the NFL Clubs based on the actuarial assumptions and methods contained in Appendix O. The unfunded present value of accrued nominal accounts are funded at times selected by the NFL in an amount sufficient to pay reimbursements when they become due. All such contributions are held for the exclusive benefit of Participants and their beneficiaries, and under no circumstances will any assets of the Plan ever revert to, or be used by, a Club, the League, or the NFLPA. Notwithstanding the above, any contribution made by or on behalf of a Club to the Plan due to a mistake of fact or law will be returned to such Club within six months of the determination that such contribution was in error. The return of contributions is limited to that portion of the contribution as to which there was a mistake of fact or law. A returned contribution will not include any earnings attributable to the contribution, but will be reduced by any losses attributable to the contribution. It will be the duty of the fiduciaries of the Health Reimbursement Plan to pursue all available legal remedies in an effort to assure payment of all contributions due under this Agreement. No participant or beneficiary is required to or permitted to contribute, except as may be required by law. The present value of accrued nominal accounts will be determined based on the actuarial assumptions and methods contained in Appendix O.

**Section 3. Health Reimbursement Accounts:**

(a) The parties shall amend Section 3.2 of the HRA Plan, effective April 1, 2020, to provide that the nominal account of an eligible player who earns a Credited Season in a Plan Year will be credited as follows:

Plan Year(s)	Credit to Nominal Account
2020-2022	\$35,000
2023-2024	\$40,000
2025-2026	\$45,000
2027-2030	\$50,000

(b) The determination by the Retirement Board of the Bert Bell/Pete Rozelle NFL Player Retirement Plan of a player's Credited Seasons will still be binding on the Plan. A player who is awarded Credited Seasons by the Retirement Board (other than a Credited Season for the 2010 Plan Year) and who thereby (1) becomes eligible to participate in the Plan or (2) becomes eligible for additional credits, will receive retroactive credits to his nominal account as of the end of the Plan Year in which the Retirement Board's Credited Season determination is made. The amount of the retroactive allocation will be determined based on the nominal credit amount in effect for such Credited Season under this Agreement, or the preceding Agreement(s).

(c) Beginning with the 2020 Plan Year, total credits to an eligible player's nominal account shall not exceed \$450,000. For players whose nominal account reached the maximum nominal account balance determined under the prior Agreement, no additional credits shall be provided for Plan Years before the 2020 Plan Year. However, additional credits to previously capped players shall be provided for Plan Years beginning with the 2020 Plan Year, up to this \$450,000 maximum.

**Section 4. Allocation for Certain Former Players:** The HRA Plan shall be amended to provide an allocation to former players who are alive and not yet age 65 on April 1, 2020, who have at least three Credited Seasons, and who have never had a nominal account in the HRA. The amount of this one-time allocation to the nominal account of players eligible for an allocation under this Section 4 shall be \$50,000. The allocation to the nominal account of these former players will be made as of April 1, 2020. A former player receiving an allocation under this Section 4 may submit a claim for reimbursement from the HRA Plan for medical expenses incurred on or after April 1, 2020, if the date of service for such expenses is within 12 months from the date the former player submits a claim for reimbursement.

**Section 5. Plan Operation in Post-Expiration Years:**

(a) After the expiration of this Agreement, the Plan will continue in existence until all nominal accounts have been paid out or forfeited.

(b) The nominal accounts will not be credited with any earnings or interest except to the extent that, in the sole discretion of the HRA Board, accumulated Plan earnings exceed current expenses and an appropriate reserve.

**ARTICLE 63**  
**FORMER PLAYER LIFE IMPROVEMENT PLAN**

**Section 1. Maintenance:**

(a) The current terms of the Former Player Life Improvement Plan (“FPLIP”), will be continued and maintained in full force and effect during the term of this Agreement, except as amended below. The FPLIP, and all past and future amendments thereto as adopted in accordance with the terms of the FPLIP, are incorporated by reference and made a part of this Agreement, provided, however, that the terms used in the FPLIP and definitions of such terms are applicable only to the FPLIP and shall have no applicability to the Agreement unless the context of this Agreement specifically mandates the use of such terms.

**Section 2. Joint Replacements:** The Joint Replacement benefit shall be continued under the FPLIP. Different levels of benefits are provided to eligible former players depending on whether they are covered by medical insurance.

(a) Former players covered by medical insurance will be entitled to the lesser of \$5,250 (\$10,500 in the case of a bilateral procedure) or the former player’s co-insurance for health care items and services related to the joint replacement surgery, provided the expense was incurred within one year of the former player’s surgery and would be eligible for payment under the NFL Player Insurance Plan.

(b) If a former player is not covered by insurance and qualifies to receive charitable care from the NFL Player Care Foundation under the charitable care standards established and interpreted by the NFL Player Care Foundation’s board of directors (to the extent the NFL Player Care Foundation continues to provide such charitable care to former NFL players), the former player will be treated at a participating healthcare facility qualified to perform the joint replacement. The FPLIP will pay 20% of a pre-negotiated rate. In addition, if such former player experiences complications from joint replacement surgery, the FPLIP will pay 100% of the reasonable and customary amount charged for the treatment of the complications up to a maximum of \$250,000, provided the expense is incurred within one year of surgery.

(c) **Limitations.** No benefits will be paid for revisions of prior procedures that replaced a joint. Bilateral procedures will not be available for former players who qualify for payment pursuant to Subsection 1(b) of this Article.

**Section 3. Discount Prescription Drug Benefits:** The benefit shall be continued under the FPLIP as follows:

(a) Eligible former players and their dependents who are not eligible for coverage under the NFL Player Insurance Plan are eligible for a discount prescription drug benefit. Eligible former players and their dependents will be issued a card that provides immediate discounts for prescription drugs at participating retail pharmacies in the United States.

(b) **Limitations.** There is no discount for over-the-counter or non-prescription medication. The discount card benefit may not be used in conjunction with any other plan or program, including Medicare, that provides similar benefits.

**Section 4. Assisted Living Benefits:** All eligible former players shall continue to be entitled to certain discounts and preferred access at participating assisted living providers.

**Section 5. Spine Treatment Benefit:** Eligible former players shall continue to receive facilitated access and comprehensive, coordinated evaluation at participating medical centers. Each facility will designate one orthopedic surgeon as a point of contact to coordinate and oversee all aspects of an eligible former player's evaluation.

**Section 6. Neurological Benefit:** Eligible former players shall continue to receive facilitated access and comprehensive, coordinated evaluation at participating medical centers. Each facility will designate one of its neurologists or neurosurgeons as a point of contact to coordinate and oversee all aspects of an eligible former player's evaluation.

**Section 7. Life Insurance Benefit:** Eligible former players who (i) have neither reached their normal retirement age nor actually retired under the Retirement Plan and (ii) are not eligible for Life Insurance benefits under the NFL Player Insurance Plan, shall continue to be covered by a term life insurance policy, except effective September 1, 2020, the FPLIP shall be amended to increase the amount of the life insurance to \$40,000, plus \$2,000 for each Credited Season in excess of a player's required number of seasons to vest under the Retirement Plan, up to a maximum of \$50,000.

**Section 8. Medicare Supplement:** Effective January 1, 2021, the FPLIP shall be amended to eliminate the current Medicare Supplement benefit and replace such benefit with an individual Medicare Supplement HRA account to include a monthly nominal credit of \$160 (increasing to \$200 effective September 1, 2026) to reimburse an eligible former player who is eligible for Medicare for monthly premiums incurred for the purchase of a Medicare Supplement or Advantage Plan. Except for the player's first monthly premium, for which the player must first pay out-of-pocket and seek reimbursement under his individual Medicare Supplement HRA account, the cost of the player's premium, not to exceed the greater of the premium cost or the above maximum, shall be deposited in the player's personal bank account prior to its due date. Any excess amount above the premium, up to the maximum, shall remain in the player's nominal Medicare Supplement HRA account and may be used to pay future premiums. Any account balance remaining upon the player's death shall be forfeited.

**Section 9. Administration:** The NFL shall continue to administer the FPLIP.

**Section 10. NFLPA Review:** The NFLPA shall have the right to review and approve all programs and any changes made to the programs that are or have been implemented pursuant to the FPLIP.

**ARTICLE 63A**  
**NON-VESTED FORMER PLAYER WELLNESS PLAN**

**Section 1. Maintenance:** The Non-Vested Former Player Wellness Plan (the “Non-Vested Wellness Plan”) is a Work/Life Resources program providing counseling and other resources for all former players not vested in the Retirement Plan based on Credited Seasons, but who have been covered at any point under the Insurance Plan. The Non-Vested Wellness Plan will be continued and maintained in full force and effect during the term of this Agreement, and all past and future amendments thereto as adopted in accordance with the terms of the Non-Vested Wellness Plan are incorporated by reference and made a part of this Agreement, provided, however, that the terms of the Non-Vested Wellness Plan used in the Non-Vested Wellness Plan and definitions of such terms are applicable only to the Non-Vested Wellness Plan and shall have no applicability to the Agreement unless the context of this Agreement specifically mandates the use of such terms. The first day of the Plan Year shall be April 1.

**Section 2. Administration:** The NFL shall continue to administer the Non-Vested Wellness Plan. The NFL shall not change any benefit provided under this Article 63A without the consent of the NFLPA.

## ARTICLE 64 BENEFITS ARBITRATOR

### **Section 1. Selection:**

(a) The NFL and the NFLPA will submit five candidates for Benefit Arbitrator to each other within two weeks of the ratification of this Agreement. If the parties are unable to agree on a Benefit Arbitrator from among the ten candidates submitted, a flip of the coin, no later than three weeks after ratification of the Agreement, will determine which party first strikes a name from the other party's list of candidates, and the parties will alternately strike names beginning within 24 hours of the coin flip and continuing for no more than a total of 24 hours until the parties are able to agree on the selection of the Benefit Arbitrator, or until only one candidate's name remains, which candidate will become the Benefit Arbitrator. If for any reason this procedure does not result in the selection of the Benefit Arbitrator within one month of the ratification of this Agreement, the Notice Arbitrator provided for in Article 43, will appoint the Benefit Arbitrator of his or her choice within one week of written request by either party.

(b) In the event of a subsequent vacancy in the position of Benefit Arbitrator, the procedure in this Section will be followed to fill the vacancy, substituting only the date of such vacancy for the date of ratification of this Agreement, and permitting the party who lost the prior coin flip to strike the first name from the other party's list of candidates. Either party may dismiss the Benefit Arbitrator between May 1 and June 1 of each calendar year of this Agreement by written notice to the Benefit Arbitrator and the other party.

**Section 2. Compensation:** To the extent that the fees and expenses of the Benefit Arbitrator are not properly charged to and paid by one of the employee benefit plans described or created by this Agreement, such fees and expenses will be divided equally between the parties.

**Section 3. Role:** The Benefit Arbitrator will resolve any and all disagreements relating to Articles 52 through 63A of this Agreement, except to the extent provided for in ERISA plans. However, disagreements relating to eligibility for pension, disability, or other benefits under the Bert Bell/Pete Rozelle Plan and disagreements relating to eligibility for disability benefits under the Disability Plan will be resolved in accordance with the procedures that have previously been adopted by the Members of the Retirement Board of the Bert Bell/Pete Rozelle Plan for the resolution of such issues under that Plan, or such other procedures as may be jointly agreed upon by the parties. Also, prior to the merger of the Bert Bell Plan and the Pete Rozelle Plan, disagreements relating to eligibility for benefits under the Pete Rozelle Plan will be resolved in accordance with the procedures established under that Plan. The parties may jointly agree to enlarge or restrict the role of the Benefit Arbitrator. Either party may refer a matter to the Benefit Arbitrator by so notifying the Benefit Arbitrator and the other party. If no other provision in this Agreement governs the procedures for resolution of the dispute, the following procedures will apply. The parties will have two weeks to submit briefs or other documents to the Benefit Arbitrator. Thereafter, upon the request of either party, the Benefit Arbitrator will immediately convene an expedited hearing at the site of his or her selection. Such hearing will proceed for



no more than three days, the first day of which will include whatever mediation efforts the Benefit Arbitrator deems appropriate; provided, however, that such mediation will not be binding on the parties. As soon as possible following the closing of such expedited hearing, the Benefit Arbitrator will render his or her decision, which will be final and binding on the parties. Posthearing briefs following the close of such hearing will be permitted only if requested by the Benefit Arbitrator, and any posthearing briefs so requested by the Benefit Arbitrator must be submitted within one week of the close of the hearing, with no extensions. The parties intend that posthearing briefs will be requested only in unusual situations. In no event will the Benefit Arbitrator's decision be rendered and delivered to the parties any later than 60 days after a hearing is requested.

**ARTICLE 65**  
**MUTUAL RESERVATION OF RIGHTS: LABOR EXEMPTION**

**Section 1. Rights Under Law:** Upon the expiration or termination of this Agreement, no party shall be deemed to have waived, by reason of this Agreement, or the settlement of any action, or the entry into or effectuation of this Agreement or any Player Contract, or any of the terms of any of them, or by reason of any practice or course of dealing between or among any of the Parties, their respective rights under law with respect to the issues of whether any provision or practice authorized by this Agreement is or is not then a violation of the antitrust laws. Upon the expiration or termination of this Agreement, the Parties shall be free to make any available argument that any conduct occurring after the expiration or termination of this Agreement is or is not then a violation of the antitrust laws, or is or is not then entitled to any labor exemption.

**ARTICLE 66**  
**DURATION OF AGREEMENT**

**Section 1. Effective Date/Expiration Date:** This Agreement shall be effective from March 15, 2020 until the last day of the 2030 League Year, except for the provisions relating to the Draft (Article 6), which shall remain in effect for the year immediately following the expiration or termination of this Agreement.

**Section 2. Termination Due To Collusion:**

(a) If at any time the conditions of Article 17, Section 16(a), (b), or (c) are satisfied, the NFLPA shall have the right to terminate this Agreement. To execute such termination, the NFLPA shall serve upon the NFL written notice of termination within thirty days after the System Arbitrator's decision finding the requisite conditions becomes final. The parties agree, however, that such termination shall be stayed if any party appeals such finding to the Appeals Panel, and to seek expedited review from the Appeals Panel.

(b) Any failure of the NFLPA to exercise its right to terminate this Agreement with respect to any League Year in accordance with this Article shall not be deemed a waiver of or in any way impair or prejudice any right of the NFLPA, if any, to terminate this Agreement in accordance with this Article with respect to any succeeding League Year.

**ARTICLE 67**  
**GOVERNING LAW AND PRINCIPLES**

**Section 1. Governing Law:** To the extent that federal law does not govern the implementation of this Agreement, this Agreement shall be construed and interpreted under, and shall be governed by, the laws applicable to contracts made and performed in the State of New York.

**Section 2. Parol Evidence:** The parties shall not, in any proceeding or otherwise, use or refer to any parol evidence with regard to the interpretation of Articles 1, 4, 6–19, 26–28, 31, or 65–67 of this Agreement.

**Section 3. Mutual Drafting:** This Agreement shall be deemed to have been mutually drafted and shall be construed in accord with its terms. No party shall be entitled to any presumption or construction in such party's favor as a result of any party having assumed the primary burden of drafting any part of this Agreement.

**Section 4. Headings:** The headings in this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing, this Agreement.

**Section 5. Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, executors, administrators, representatives, agents, successors and assigns and any corporation into or with which any corporate party hereto may merge or consolidate.

**Section 6. Authorization:** The NFL represents that it has been duly authorized to enter into and execute this Agreement on behalf of itself and its members. The NFLPA hereby represents that it has been duly authorized to execute this Agreement on behalf of its members.

**Section 7. Appendices and Exhibits:** All of the Appendices and Exhibits hereto are an integral part of this Agreement and of the agreement of the parties thereto.

**Section 8. Time Periods:** The specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.

**Section 9. Modification:** This Agreement may not be changed, altered, or amended other than by a written agreement signed by authorized representatives of the parties.

**Section 10. Delivery of Documents:** The NFL, its Clubs, the Management Council, and the NFLPA, shall, upon the request of any party hereto, execute and deliver such further documents and instruments to take such further steps as are reasonably necessary and appropriate to implement and effectuate the purposes of this Agreement.

**ARTICLE 68**  
**NOTICES**

Any notice to be given under the terms of this Agreement whose method is not otherwise specified herein shall be given in writing by hand-delivery and first-class prepaid mail addressed as follows:

- (a) To the NFL:  
The National Football League Management Council  
345 Park Avenue  
New York, NY 10154  
Attention: Executive Vice President Labor & League Counsel
  
- (b) To an NFL Club:  
At the principal address of such Club as then  
listed on the records of the NFL or at that Club's  
principal office.  
Attention: President
  
- (c) To the NFLPA:  
National Football League Players Association  
63 Gene Upshaw Place  
1133 20th Street, NW  
Washington, D.C. 20036  
Attention: General Counsel

or to such other persons or addresses as the parties hereto may designate in writing.


**ARTICLE 69**  
**RETENTION OF BENEFITS**

None of the following benefits, if provided by a Club free of charge to its players in each of the 2017-2019 seasons, may be reduced or eliminated by that Club during the term of this Agreement, unless compelling business reasons make continuation of the benefit financially impracticable: meals, massage therapy services, nutritional services, and supplements provided by trainers or Club medical staff (subject to applicable League policies governing dietary and sports nutritional products).

NATIONAL FOOTBALL LEAGUE  
PLAYERS ASSOCIATION

By:  \_\_\_\_\_

NATIONAL FOOTBALL LEAGUE

By:  \_\_\_\_\_

**APPENDIX A**  
**NFL PLAYER CONTRACT**

THIS CONTRACT is between \_\_\_\_\_, hereinafter “Player,” and \_\_\_\_\_, a \_\_\_\_\_ corporation (limited partnership) (partnership), hereinafter “Club,” operating under the name of the \_\_\_\_\_ as a member of the National Football League, hereinafter “League.” In consideration of the promises made by each to the other, Player and Club agree as follows:

1. **TERM.** This contract covers \_\_\_\_\_ football season(s), and will begin on the date of execution, and end on the last day of the \_\_\_\_\_ League Year, unless extended, terminated, or renewed as specified elsewhere in this contract.

2. **EMPLOYMENT AND SERVICES.** Club employs Player as a skilled football player. Player accepts such employment. He agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in Club’s official mandatory minicamp(s), official preseason training camp, all Club meetings and practice sessions, and all preseason, regular season and postseason football games scheduled for or by Club. If invited, Player will practice for and play in any all-star football game sponsored by the League. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League.

3. **OTHER ACTIVITIES.** Without prior written consent of the Club, Player will not play football or engage in activities related to football otherwise than for Club or engage in any activity other than football which may involve a significant risk of personal injury. Player represents that he has special, exceptional and unique knowledge, skill, ability, and experience as a football player, the loss of which cannot be estimated with any certainty and cannot be fairly or adequately compensated by damages. Player therefore agrees that Club will have the right, in addition to any other right which Club may possess, to enjoin Player by appropriate proceedings from playing football or engaging in football-related activities other than for Club or from engaging in any activity other than football which may involve a significant risk of personal injury.

4. **PUBLICITY AND NFLPA GROUP LICENSING PROGRAM.**

(a) Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his name, nickname, initials, likeness, image, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information, data concerning performance and/or movement collected from Sensors, as defined in Article 51, Section 14 of the CBA, in NFL games, and/or any and all other identifying characteristics (collectively, “Publicity Rights”), for any and all uses or purposes that publicize and promote NFL Football, the League or any of its member clubs in any way in any and all

media or formats, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distribution platforms. Without limiting the foregoing, this grant includes the right to use Player's Publicity Rights for the purpose of publicizing and promoting the following aspects of NFL Football, the League and/or any of its member clubs: brands, games, ticket sales, game broadcasts and telecasts and the availability thereof, programming focused on the NFL, one or more NFL clubs and/or their games and events (e.g., coaches shows, highlight-based shows such as *Inside the NFL*, behind-the-scenes programming such as *Hard Knocks*) and the availability thereof, other NFL-related media offerings (e.g., branded content segments featuring NFL game footage and other programming enhancements), media distribution platforms and direct-to-consumer services (e.g., NFL.com, NFL Network, NFL Game Pass, NFL apps), official events (e.g., NFL Kickoff, NFL Draft), officially sanctioned awards programs (e.g., Rookie of the Year), and public service or community oriented initiatives (e.g., Play60). For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the term of this Agreement any Publicity Rights fixed in a tangible medium (e.g., filmed, photographed, recorded or otherwise captured) during the term of this Agreement solely for the purposes described herein. Notwithstanding anything to the contrary, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use Player's Publicity Rights in a manner that constitutes any endorsement by Player of a third-party brand, product or service ("Endorsement"). For purposes of clarity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in third party advertising and promotional materials, footage and photographs of Player's participation in NFL games or other NFL events, or clips of NFL programming that incorporate Player's Publicity Rights, that do not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.

Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League.

Player and National Football League Players Association, including any of its affiliates ("NFLPA") do not and will not contest during or after the term of this agreement, and this hereby confirms their acknowledgment of, the exclusive rights of the League, Club and any NFL member club (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any NFL games or any excerpts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any NFL games or any excerpts thereof, in any and all media now known or hereafter developed, including, but not limited to, packaged or other electronic or digital media.

Nothing herein shall be construed to grant any Publicity Rights for use in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel), other than to the extent such products constitute programming (as described



herein) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings, inclusion of NFL game highlight clips within a video game).

(b) Player hereby assigns the NFLPA and its licensing affiliates, if any, the exclusive and unlimited right to use, license and sublicense the right to use his name, nickname, initials, autograph/signature (including facsimiles), voice, picture, photograph, animation, image, likeness, persona, jersey number, statistics, data (including, but not limited to data concerning performance and/or movement collected from Sensors, as defined in Article 51, Section 14 of the CBA, in NFL games), copyrights, biographical information and/or other personal indicia (individually and collectively, “Rights”) for use in connection with any product, brand, service, appearance, product line or other commercial use and any sponsorship, endorsement or promotion thereof, when more than five (5) NFL player Rights are involved, regardless of team affiliation and whether that number is reached using player Rights simultaneously or individually, in any form, media, or medium (now known or hereafter developed) during a consecutive 12-month period (a “group licensing program”). For sponsorships, endorsements, and promotions, group licensing programs are further defined as those: (a) in any one product category, as defined by industry standards; or (b) in different categories if the products all use similar or derivative design or artwork, or one player product is used to promote another player product.

The Rights may also be used for the promotion of the NFLPA, its affiliated entities and/or its designees (the “NFLPA Entities”), provided such promotion does not constitute an endorsement by Player of a commercial product not a part of a group licensing program. Player agrees to participate, upon request of the NFLPA and without additional compensation, in reasonable activities to promote the NFLPA Entities, which shall include (i) up to three (3) personal appearances per year or (ii) up to fifteen (15) minutes per week dedicated to promoting the NFLPA Entities. Player retains the right to grant permission to others to utilize his Rights if that individual or entity is not concurrently utilizing the Rights of five (5) or more other NFL players for any commercial purpose whatsoever. If Player’s inclusion in an NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with immediate written notice of that preclusion, the NFLPA agrees to exclude Player from that particular program. Should Player fail to perform any of his obligations hereunder, the NFLPA may withhold payments owed to Player, if any, in connection with this Group Licensing Assignment.

In consideration for this assignment of rights, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the Bylaws of the NFLPA and as otherwise determined by the NFLPA Board. The NFLPA further agrees to use reasonable efforts to promote the use of NFL player Rights in group licensing programs, to provide group licensing opportunities to all NFL players, and to monitor and police unauthorized third-party use of the Rights. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under Virginia law.

The assignment in this paragraph shall expire on December 31 of the latter of (i) the third year following the execution of this contract, or (ii) the year after this contract expires, and may not be revoked, terminated or otherwise assigned in any manner by Player until such date. Neither Club nor the League is a party to the terms of this paragraph,

which is included herein solely for the administrative convenience and benefit of Player and the NFLPA.

Nothing in Paragraph 4b shall be construed or deemed to modify in any way the rights set forth in Paragraph 4a, and the fact that Paragraph 4b (or any of the terms thereof) appears in the Player Contract shall not be referred to, relied upon, or otherwise cited by Player and/or the NFLPA or any of its affiliates in any dispute or legal proceeding as evidence that the NFL, any NFL entity, any Club or Club Affiliate, or any licensee of any of the foregoing has consented, agreed, acknowledged, or does not contest the applicability or interpretation of Paragraph 4b.

5. COMPENSATION. For performance of Player's services and all other promises of Player, Club will pay Player a yearly salary as follows:

\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season;  
\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season;  
\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season;  
\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season;  
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\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season.  
\$ \_\_\_\_\_ /\* \_\_\_\_\_ for the 20\_\_\_\_ season.

(\* - designates the compensation Club will pay player if the player is not on Club's Active/Inactive List)

In addition, Club will pay Player such earned performance bonuses as may be called for in this contract; Player's necessary traveling expenses from his residence to training camp; Player's reasonable board and lodging expenses during preseason training and in connection with playing preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to and from preseason, regular season, and postseason football games outside Club's home city; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses as may be called for in any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term or during any period for which the parties to that agreement agree to extend it.)

6. PAYMENT. Unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise, Player will be paid 100% of his yearly salary under this contract in equal weekly or biweekly installments over the

course of a 34- or 36-week period during any of the applicable 2021 through 2029 League Years, commencing with the first regular season game played by Club in each season. In the 2020 League Year and in the 2030 League Year, if applicable, Player will be paid 100% of his yearly salary under this contract in equal weekly or biweekly installments over the course of the applicable regular season, commencing with the first regular season game played by Club in such season. Unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or biweekly portions of his yearly salary becoming due and payable after he is activated. Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season, the yearly salary payable to Player will be reduced proportionately and Player will be paid the weekly or bi weekly portions of his yearly salary having become due and payable up to the time of termination.

7. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or any collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

8. PHYSICAL CONDITION. Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

9. INJURY. Unless this contract specifically provides otherwise, if Player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his yearly salary for so long, during the season of injury only and for no subsequent period covered by this contract, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his yearly salary for the season of injury will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate.

10. WORKERS' COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by

reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

11. **SKILL, PERFORMANCE AND CONDUCT.** Player understands that he is competing with other players for a position on Club's roster within the applicable player limits. If at any time, in the sole judgment of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's roster, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, then Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs room.

12. **TERMINATION.** The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon the giving of written notice, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate this contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

13. **INJURY GRIEVANCE.** Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following Injury Grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

14. **RULES.** Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

15. INTEGRITY OF GAME. Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount; to suspend Player for a period certain or indefinitely; and/or to terminate this contract.

16. EXTENSION. Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract will be tolled between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the later date of his return to professional football. During the period this contract is tolled, Player will not be entitled to any compensation or benefits. On Player's return to professional football, the term of this contract will be extended for a period of time equal to the number of seasons (to the nearest multiple of one) remaining at the time the contract was tolled. The right of renewal, if any, contained in this contract will remain in effect until the end of any such extended term.

17. ASSIGNMENT. Unless this contract specifically provides otherwise, Club may assign this contract and Player's services under this contract to any successor to Club's franchise or to any other Club in the League. Player will report to the assignee Club promptly upon being informed of the assignment of his contract and will faithfully perform his services under this contract. The assignee club will pay Player's necessary traveling expenses in reporting to it and will faithfully perform this contract with Player.

18. FILING. This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, or conflict between the terms of this contract and any collective bargaining agreement then in existence. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision.

On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

19. DISPUTES. During the term of any collective bargaining agreement, any dispute between Player and any Club involving the interpretation or application of any provision of the NFL collective bargaining agreement or this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

20. NOTICE. Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

21. OTHER AGREEMENTS. This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

22. LAW. This contract is made under and shall be governed by the laws of the State of \_\_\_\_\_.

23. WAIVER AND RELEASE. Player waives and releases: (i) any antitrust claims relating to the Draft, restrictions on free agency, franchise player designations, transition player designations, the Entering Player Pool, the Rookie Compensation Pool, or any other term or condition of employment relating to conduct engaged in prior to the date of this Agreement; and (ii) any claims relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement. This waiver and release does not waive any rights player may have to commence a grievance under the 2011 CBA or to commence a grievance or other arbitration under the 2020 CBA.

24. OTHER PROVISIONS.

(a) Each of the undersigned hereby confirms that (i) this contract, renegotiation, extension or amendment sets forth all components of the player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person

owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except as separately set forth in any attachment submitted herewith consistent with the Collective Bargaining Agreement, the .pdf NFL Player Contract Form as set forth herein has not been modified from the form officially authorized for use by the NFL and the NFLPA.

(c) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the Anti-Collusion rules took place with respect to this contract. Each of the undersigned further confirms that nothing in this contract is designed or intended to defeat or circumvent any provisions of the collective bargaining agreement dated March 15, 2020, including but not limited to the Rookie Compensation Pool and Salary Cap provisions; however, any conduct permitted by that Agreement shall not be considered a violation of this confirmation.

(d) PERFORMANCE-BASED PAY. Player's attention is called to the fact that he may be entitled to Performance-Based Pay in accordance with the procedures outlined in Article 28, and that his eligibility for such pay is based on a formula that takes into account his playtime percentage and compensation

25. SPECIAL PROVISIONS. THIS CONTRACT is executed in six (6) copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection.

\_\_\_\_\_  
PLAYER SIGNATURE

\_\_\_\_\_  
CLUB EXECUTIVE SIGNATURE

\_\_\_\_\_  
PLAYER PRINT

\_\_\_\_\_  
CLUB EXECUTIVE PRINT

\_\_\_\_\_  
PLAYER HOME ADDRESS

\_\_\_\_\_  
CLUB NAME

\_\_\_\_\_  
CLUB ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

---

PLAYER'S AGENT SIGNATURE

---

PLAYER'S AGENT PRINT

---

ADDRESS

---

---

TELEPHONE NUMBER

---

DATE

Copy Distribution:

Management Council (Original Signature)

Player, Member Club (Photocopy)

League Office, NFLPA, Player Agent (Electronic Mail)



**APPENDIX B**  
**FIRST REFUSAL OFFER SHEET**

Name of Player:     Date:

Address of Player:     Name of New Team:

Name and Address of     Name of Prior Team:  
Player's Representative  
Authorized to Act for Player:

Address of Prior Team:

Principal Terms of NFL Player Contract With New Team:

[Supply Information on this Sheet or on Attachment]

1. Salary to be paid, guaranteed or loaned (i.e., Paragraph 5 Salary; signing, reporting and roster bonuses; deferred compensation (including the specified installments and the specified dates); amount and terms of loans, if any; and description of variation and method of calculation, if any, for Salary in Principal Terms that may be variable and/or calculable (i.e., only likely to be earned team incentives for New Team [not to exceed 15% of Salary] and generally recognized League-wide Honors [listed in Exhibit C to Article 13 of this Agreement]: [Please identify every component of such payment (e.g., signing bonus, salary, etc.) and indicate if any component or portion thereof is guaranteed or based upon specific incentives].

2. Modifications and additions to NFL Player Contract(s): [or attach marked-up copy of NFL Player Contract(s)]

3. Other terms (that need not be matched):

Player:             New Club:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Operating Officer

**APPENDIX C  
FIRST REFUSAL EXERCISE NOTICE**

Name of Player:    Date:

Address of Player:    Name of New Team:

Name and Address of    Name of Prior Team:  
Player's Representative  
Authorized to Act for Player:

Address of Prior Team:

The undersigned member of the NFL hereby exercises its Right of First Refusal so as to create a binding Agreement with the player named above containing the Principal Terms set forth in the First Refusal Offer Sheet (a copy of which is attached hereto), and those terms of the NFL Player Contract not modified by such Principal Terms.

Prior Team

By:

\_\_\_\_\_  
Chief Operating Officer

**APPENDIX D**  
**WAIVER OF FREE AGENT RIGHTS**

I, the undersigned, hereby state that I have agreed to a Right of First Refusal at the end of my NFL Player Contract, as set forth in the documents attached to this waiver. I understand that, in doing so, I am giving up rights I have to be completely free to sign with other teams at the end of my contract. I also understand that no NFL team is permitted to force me to renounce these rights. In exchange for renouncing these rights, I understand that I will receive the following additional compensation, if any, from my team:

By: \_\_\_\_\_

Witnessed by:

\_\_\_\_\_

## APPENDIX E

### EXAMPLES OF CAP PERCENTAGE AVERAGE FRANCHISE AND TRANSITION TENDER CALCULATIONS

Set forth below are hypothetical examples for illustrative purposes only.

**Example 1:** Calculation of the Non-Exclusive Franchise Tender for a linebacker for the 2020 League Year:

	2020	2019	2018	2017	2016	2015	'19-'15 Sum
<b>Franchise Tag*</b>	N/A	\$15.561	\$16.17	\$13.026	\$10.635	\$10.968	\$66.36
<b>Salary Cap</b>	\$200.0	\$188.2	\$177.2	\$167.0	\$155.27	\$143.28	\$830.95

\*Note: the “Franchise Tag” for 2019 equals the average of the five largest Salaries (as defined in Article 10) for linebackers from the 2018 League Year; the “Franchise Tag” for 2018 equals the average of the five largest Salaries (as defined in Article 10) for linebackers from the 2017 League Year, and so on.

$\Sigma$  (Franchise Tags 2015–2019)  $\div$   $\Sigma$  (Salary Caps 2015–2019) = 7.986% (\$66.36  $\div$  \$830.95). If the 2020 Salary Cap was \$200 million, then the 2020 Non-Exclusive Franchise Tender for a linebacker would be \$15.972 million (7.986% of \$200 million), or 120% of the player’s 2019 Salary (as defined in Article 10), whichever is greater.

**Example 2:** Calculation of the Transition Tender for a linebacker for the 2020 League Year:

	2020	2019	2018	2017	2016	2015	'19-'15 Sum
<b>Transition Tag</b>	N/A	\$13.679	\$13.43	\$11.286	\$9.399	\$9.798	\$57.592
<b>Salary Cap</b>	\$200.0	\$188.2	\$177.2	\$167.0	\$155.27	\$143.28	\$830.95

\*Note: the “Transition Tag” for 2019 equals the average of the ten largest Salaries (as defined in Article 10) for Linebackers from the 2018 League Year; the “Transition Tag” for 2018 equals the average of the ten largest Salaries (as defined in Article 10) for linebackers from the 2017 League Year, and so on.

$\Sigma$  (Transition Tags 2015–2019)  $\div$   $\Sigma$  (Salary Caps 2015–2019) = 6.931% (\$57.592  $\div$  \$830.95). If the 2020 Salary Cap was \$200 million, then the 2020 Transition Tender for a Linebacker would be \$13.862 million (6.931% of \$200 million).

## **APPENDIX F**

### **ACCOUNTANTS' REVIEW PROCEDURES**

The information included in the Schedule of Team Salaries, Benefits, Player Costs, Cash Player Costs, and All Revenues (“AR”) of the NFL and its member clubs (the “Schedule”), which is not intended to be a presentation in accordance with generally accepted accounting principles, is to be prepared in accordance with the provisions of this Agreement. The information on the Schedule is to be the responsibility of the management of the Clubs and the NFL.

The NFL and the NFLPA are to retain a national accounting firm (the “Accountants”) which will have the responsibility to perform certain procedures on the Schedule and report on the results of these procedures. The Accountants are to conduct procedures as agreed upon by the parties (the “Procedures”). The Procedures shall include examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. The Procedures shall also include an assessment of the significant estimates made by management, as well as an evaluation of the overall Schedule presentation. The Procedures to be conducted by the Accountants shall be as described below and in the Accountants’ engagement letter with the parties, dated March 27, 2019, as amended from time to time by the parties.

A committee is to be established, the Salary Cap Review Committee (the “Committee”), consisting of six members with three representatives designated by each of the NFL and the NFLPA. The Committee is to meet with the Accountants at least twice during the year, once prior to December 31st to review the scope of the Procedures described in the preceding paragraph and again to review the results of the Procedures reasonably before issuance of any Special Purpose Letter for that playing season.

The procedures referenced herein and/or as otherwise agreed by the parties are and shall be designed to determine whether the Schedule represents, in all material respects, the Team Salaries, Benefits, Player Costs, Cash Player Costs and All Revenues of the NFL and its Clubs for such League Year in accordance with the provisions of this Agreement. The Accountants will perform the Procedures with respect to the Schedule for each League Year.

The Accountants may rely on the procedures performed by each member club’s local accounting firm (“Local Accountants”), as agreed upon by the parties, or may test the procedures on a scope basis so as to permit the Accountants to obtain a reasonable basis to report upon the Procedures as referred above. The procedures to be conducted by the Local Accountants shall be as described below and in the 2018 Local Accountants Agreed-Upon Procedures, distributed by the Accountants to all parties on April 30, 2019, as amended from time to time by the parties.

The Accountants will have access to and receive copies of the Local Accountants’ workpapers of the Schedule (the “Workpapers”). If the Accountants need to review the

financial audit workpapers or the corresponding financial statement of any Club or the League Office, this information will be held in confidence and not be part of the file subject to review by the Committee.

## **Procedures provided by the NFL and the NFLPA to be performed by the Accountants**

### **General**

- This Agreement and all relevant side letters should be reviewed and understood.
- See Exhibit F.1 for the form of the Accountants' Report.
- Examine the National Television and Cable contracts at the League Office and agree to amounts reported.
- Schedules of international broadcast should be obtained from the League Office. Schedules should be verified by agreeing to general ledgers and testing supporting documentation where applicable.
- All loans, advances, bonuses, etc. received by the League Office should be noted in the report and included in AR where appropriate.
- The Player Compensation and Revenues Reporting Package and instructions for the playing season should be reviewed and understood.
- All workpapers of the Accountants relative to its report on the Schedule shall be made available for review by representatives of the NFL and the NFLPA prior to issuance of the report.
- A summary of all findings (including any unusual or non-recurring transactions) and proposed adjustments must be jointly reviewed with representatives of the NFL and the NFLPA prior to issuance of the report.
- Any problems or questions raised should be resolved by the Committee.
- Estimates should be reviewed in accordance with this Agreement. Estimates are to be reviewed based upon the previous year's actual results and current year activity. Estimates should be reconfirmed with third parties when possible.
- Revenue and expense amounts that have been estimated should be reconfirmed with the Controller or other team representatives prior to the issuance of the report.
- Where possible, team and League Office revenues and expenses should be reconciled to audited financial statements. This information is to be held in confidence.
- The Accountants should be aware of revenues excluded from AR. All revenues excluded by the teams or League Office should be reviewed to determine proper

exclusion. The Accountants should perform a review for revenues improperly excluded from, or included in, AR.



## **Procedures provided by the NFL and the NFLPA to be performed by the Local Accountants**

### **General**

- The Local Accountants shall conduct procedures as agreed upon by the parties.
- This Agreement and all side letters should be reviewed and understood by all Local Accountants.
- See Exhibit F.2 for the form of the Local Accountants' Report.
- Special rules for Salary Cap counting such as annuities, loans, guarantees, deferrals, signing bonuses and the like should be reviewed and understood.

### **Team Salaries - Schedule 1**

- Trace amounts to the team's general ledger or other supporting documentation for agreement.
- Foot all schedules and perform other clerical tests.
- Examine the applicable player contracts for all players listed, noting agreement of all salary amounts for each player, in accordance with the definition of salary in this Agreement.
- Compare player names with all player lists for the season in question.
- Determine method used to value non-cash compensation is in compliance with methods outlined in this Agreement.
- Examine trade arrangements to verify that each team has properly recorded its pro rata portion of the players' entire salary based upon roster days.
- Inquire of Controller or other representative of each team if any additional compensation was paid to players and not included on the schedule.
- Review "Miscellaneous Bonuses" to determine whether such bonuses were actually earned for such season.
- Review signing bonuses to determine if they have been allocated over the years of the Contract in accordance with this Agreement.

- Review contracts to insure that any guaranteed amounts for future years are allocated, if applicable, over previous years in accordance with the provisions of this Agreement.
- Compare the balances of player loans from the end of the prior period to the end of the current period and reconcile to the respective payment schedule in effect at the end of the prior period.

### **Benefits - Schedule 2**

- Trace amounts to the team’s general ledger or other supporting documentation for agreement.
- Foot all schedules and perform other clerical tests.
- Investigate variations in amounts from prior year through discussion with the Controller or other representative of the team.
- Review each team’s insurance expenses for premium credits (refunds) received from carriers.
- Review supporting documentation as to the following expenses:

Players Pension	Workers Compensation
Severance Costs	FICA Social Security/Medicare
Disability Insurance	Unemployment Insurance
Medical/Dental/Life Ins.	Other Allowable Benefits

### **Player Costs - Schedule 3**

- Perform procedures provided in Schedules 1 and 2 above and deduct amounts not includable in the definition of “Player Costs” in this Agreement.

### **Cash Spending - Schedule 3A**

- Perform procedures provided in Schedules 1 and 2 above and calculate Club’s “Cash Spending” and amounts committed to be spent by Club in the year under review for Player Benefits, to determine the Club’s contribution to Cash Spending (as defined in Article 12, Section 8) for such year.

### **Revenues - Schedule 4**

- Trace amounts to team’s general ledger or other supporting documentation for agreement.

- Foot all schedules and perform other clerical tests.
- Trace gate receipts to general ledger and test supporting documentation where appropriate.
- Gate receipts should be reviewed and reconciled to League Office gate receipts summary.
- Luxury box revenues should be included in AR in a manner consistent with this Agreement. Amounts included in AR, and any deductions against such revenues should be verified to supporting documentation.
- Examine local television, local cable and local radio contracts. Verify to amounts reported by teams.
- When local broadcast revenues are not verifiable by reviewing a contract, detailed supporting documentation should be obtained and tested.
- All loans, advances, bonuses, etc. received by the team should be noted in the report and included in AR where appropriate.
- All amounts of other revenues should be reviewed for proper inclusion/exclusion in AR. Test appropriateness of balances where appropriate.

### **Questions**

- Review with Controller or other representatives of the team the answers to all questions on this schedule.
- Review that appropriate details are provided where requested.
- Prepare a summary of all changes.

### **Revenue Reporting Procedures and List of Related Entities**

- Review with Controller or other representatives of the team all information included on both schedules.
- Prepare a summary of any changes, corrections or additions to either schedule.

**EXHIBIT F.1**  
**ACCOUNTANTS' AGREED-UPON PROCEDURES REPORT**

We have performed the procedures as described in the accompanying Schedule A, which were agreed to by the National Football League and the National Football League Players Association (collectively, the “Parties”) with respect to the National Football League Office Reporting Package and the Reporting Packages of the Member Clubs of the National Football League, for the [insert] League Year, solely to assist the Parties in evaluating whether the Reporting Packages were prepared in accordance with the provisions and definitions contained in the Instructions to the Reporting Package. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in Schedule 1 either for the purpose for which this report has been requested or for any other purpose.

Our findings are set forth in the accompanying Schedule B.

We were not engaged to, and will not perform an audit or examination, the objective of which would be the expression of an opinion on the Reporting Packages. Accordingly, we will not express such an opinion. If we were to perform additional procedures or if we were to perform an audit or examination of the Reporting Packages, other matters might have come to our attention that would have been reported to the Parties.

This report is intended solely for the use of the National Football League, the National Football League Players Association and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

**EXHIBIT F.2**  
**LOCAL ACCOUNTANTS' AGREED-UPON PROCEDURES REPORT**

We have performed the procedures as described in the accompanying Schedule A, which were agreed to by the National Football League and the National Football League Players Association (the “Parties”) with respect to the Reporting Package of the [Member Club Name], a Member Club of the National Football League, for [insert] League Year, to assist the Parties in evaluating whether the Reporting Package was prepared in accordance with the provisions and definitions contained in the Instructions to the Reporting Package dated [insert]. This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of management of the Parties. Consequently, we make no representation regarding the sufficiency of the procedures described in Schedule A either for the purpose for which this report has been requested or for any other purpose.

Our findings are set forth in the accompanying Schedule B.

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the Reporting Package. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to the Parties.

This report is intended solely for the use of the [Member Club Name], the National Football League, the National Football League Players Association and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

## **APPENDIX G OFFSEASON WORKOUT RULES**

Except for certain specified minicamps, any offseason workout programs or classroom instruction shall be strictly voluntary. No Club official shall indicate to a player that the Club's offseason workout program or classroom instruction is not voluntary (or that a player's failure to participate in a workout program or classroom instruction will result in the player's failure to make the Club or any other adverse consequences). Offseason programs may take place for nine weeks. Workouts shall be limited to four days per week; such workout programs are not permitted on weekends. The nine weeks may include no more than ten days of organized team practice activity. This does not preclude any player from working out on his own on other days, including weekends. Contact work (e.g., "live" blocking, tackling, pass rushing, bump-and-run), is expressly prohibited in all off-season workouts.

Voluntary offseason workout programs are intended to provide training, teaching and physical conditioning for players. The intensity and tempo of drills should be at a level conducive to learning, with player safety as the highest priority, and not at a level where one player is in a physical contest with another player.

Teams are to provide their players and the NFL the schedule for the program, including designation of any days on which organized team practice activity will take place, pursuant to the rules set forth in Article 21 and any changes to the schedule for the program.

The following rules shall also apply to the ten days of organized team practice activity:

- No pads except approved protective shirts, protective knee or elbow pads. Helmets are permitted.
- All organized team practice activity shall be conducted pursuant to the rules for Phase Three activities, which are set forth in Article 21, Section 2(c)(iii) of this Agreement.
- No live contact; no live contact drills between offensive and defensive linemen.
- 7-on-7, 9-on-7 and 11-on-11 drills will be permitted, providing no live contact takes place.
- Outside of the 10-yard line, simulated press coverage is permitted using hand placement (versus jamming) during 11-on-11 drills and related position group one-on-one drills (e.g., footwork and release work (no "live-contact" or "bump-and-run"). During simulated press coverage drills, hand contact between a defensive player and a receiver is permitted provided the defensive player does not impede the receiver or alter his route and no live contact occurs.
- The NFL will monitor all Clubs during the offseason to ensure player safety and adherence to live contact guidelines.

- Maximum six hours per day, with a maximum two hours on field, for any player.

**APPENDIX H**  
**NOTICE OF TERMINATION**

TO:

You are hereby notified that effective immediately your NFL Player Contract(s) with the Club covering the \_\_\_\_\_ football season(s) has (have) been terminated for the reason(s) checked below:

- You have failed to establish or maintain your excellent physical condition to the satisfaction of the Club physician.
- You have failed to make full and complete disclosure of your physical or mental condition during a physical examination.
- In the judgment of the Club, your skill or performance has been unsatisfactory as compared with that of other players competing for positions on the Club's roster.
- You have engaged in personal conduct which, in the reasonable judgment of the Club, adversely affects or reflects on the Club.
- In the Club's opinion, you are anticipated to make less of a contribution to the Club's ability to compete on the playing field than another player or players whom the Club intends to sign or attempts to sign, or already on the roster of the Club, and for whom the Club needs Room.



**APPENDIX I**  
**WRITTEN WARNING GOOD FAITH EFFORT**

[date]

Dear [player]:

The Club hereby provides you with written notice that you are failing to exhibit the level of good faith effort which can be reasonably expected from players on this Club. If you do not demonstrate the good faith effort which can be reasonably expected from players on this Club, you will not be entitled to Termination Pay under Article 30 of the Collective Bargaining Agreement if you are terminated before the end of this season.

[Club Official]

[Club name]

**APPENDIX J**  
**PRACTICE SQUAD PLAYER CONTRACT**

**PRACTICE PLAYER CONTRACT**

THIS CONTRACT is between \_\_\_\_\_, hereinafter “Player,” and \_\_\_\_\_, a \_\_\_\_\_ corporation (limited partnership) (partnership), hereinafter “Club,” operating under the name of the \_\_\_\_\_ as a member of the National Football League, hereinafter “League.” In consideration of the promises made by each to the other, Player and Club agree as follows:

1. TERM. This contract covers the 20\_\_\_\_ football season, and will begin on the date of execution and end one week after the date of the Club's last regular season or postseason game, unless terminated by Player pursuant to Paragraph 10 or by Club pursuant to Paragraph 6 or Paragraph 9.

2. EMPLOYMENT AND SERVICES. Club employs Player as a member of its Practice Squad. Player accepts such employment. Player agrees to give his best efforts and loyalty to the Club, and to conduct himself on and off the field with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. Player will report promptly for and participate fully in all Club meetings and practice sessions, and all other football activities as directed by Club. Player will not participate in any football game not sponsored by the League unless the game is first approved by the League. Nor, while this contract is in effect, will Player play football or engage in activities related to football other than for Club or engage in any activity other than football which may involve a significant risk of personal injury without first obtaining Club's prior written consent.

3. PUBLICITY.

(a) Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his name, nickname, initials, likeness, image, picture, photograph, animation, persona, autograph/signature (including facsimiles thereof), voice, biographical information, data concerning performance and/or movement collected from Sensors, as defined in Article 51, Section 14 of the CBA, in NFL games, and/or any and all other identifying characteristics (collectively, “Publicity Rights”), for any and all uses or purposes that publicize and promote NFL Football, the League or any of its member clubs in any way in any and all media or formats, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distribution platforms. Without limiting the foregoing, this grant includes the right to use Player’s Publicity Rights for the purpose of publicizing and promoting the following aspects of NFL Football, the League and/or any of its member clubs: brands, games, ticket sales, game broadcasts and telecasts and the availability thereof, programming focused on the NFL, one or more NFL clubs and/or their games

and events (e.g., coaches shows, highlight based shows such as *Inside the NFL*, behind-the-scenes programming such as *Hard Knocks*) and the availability thereof, other NFL-related media offerings (e.g., branded content segments featuring NFL game footage and other programming enhancements), media distribution platforms and direct-to-consumer services (e.g., NFL.com, NFL Network, NFL Game Pass, NFL apps), official events (e.g., NFL Kickoff, NFL Draft), officially sanctioned awards programs (e.g., Rookie of the Year), and public service or community oriented initiatives (e.g., Play60). For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the term of this Agreement any Publicity Rights fixed in a tangible medium (e.g., filmed, photographed, recorded or otherwise captured) during the term of this Agreement solely for the purposes described herein. Notwithstanding anything to the contrary, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use Player's Publicity Rights in a manner that constitutes any endorsement by Player of a third-party brand, product or service ("Endorsement"). For purposes of clarity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in third party advertising and promotional materials, footage and photographs of Player's participation in NFL games or other NFL events, or clips of NFL programming that incorporate Player's Publicity Rights, that do not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.

Player will cooperate with the news media, and will participate upon request in reasonable activities to promote the Club and the League.

Player and National Football League Players Association, including any of its affiliates ("NFLPA") do not and will not contest during or after the term of this agreement, and this hereby confirms their acknowledgment of, the exclusive rights of the League, Club and any NFL member club (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any NFL games or any excerpts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any NFL games or any excerpts thereof, in any and all media now known or hereafter developed, including, but not limited to, packaged or other electronic or digital media.

Nothing herein shall be construed to grant any Publicity Rights for use in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel), other than to the extent such products constitute programming (as described herein) or news and information offerings, regardless of medium (e.g., DVDs, digital highlight offerings, inclusion of NFL game highlight clips within a video game).

(b) Player hereby assigns the NFLPA and its licensing affiliates, if any, the exclusive and unlimited right to use, license and sublicense the right to use his name, nickname, initials, autograph/signature (including facsimiles), voice, picture, photograph, animation, image, likeness, persona, jersey number, statistics, data (including, but not limited to data concerning performance and/or movement collected from Sensors, as defined in Article 51, Section 14 of the CBA, in NFL games), copyrights, biographical information and/or other personal indicia (individually and collectively, "Rights") for use in connection

with any product, brand, service, appearance, product line or other commercial use and any sponsorship, endorsement or promotion thereof, when more than five (5) NFL player Rights are involved, regardless of team affiliation and whether that number is reached using player Rights simultaneously or individually, in any form, media, or medium (now known or hereafter developed) during a consecutive 12-month period (a “group licensing program”). For sponsorships, endorsements, and promotions, group licensing programs are further defined as those: (a) in any one product category, as defined by industry standards; or (b) in different categories if the products all use similar or derivative design or artwork, or one player product is used to promote another player product.

The Rights may also be used for the promotion of the NFLPA, its affiliated entities and/or its designees (the “NFLPA Entities”), provided such promotion does not constitute an endorsement by Player of a commercial product not a part of a group licensing program. Player agrees to participate, upon request of the NFLPA and without additional compensation, in reasonable activities to promote the NFLPA Entities, which shall include (i) up to three (3) personal appearances per year or (ii) up to fifteen (15) minutes per week dedicated to promoting the NFLPA Entities. Player retains the right to grant permission to others to utilize his Rights if that individual or entity is not concurrently utilizing the Rights of five (5) or more other NFL players for any commercial purpose whatsoever. If Player’s inclusion in an NFLPA program is precluded by an individual exclusive endorsement agreement, and Player provides the NFLPA with immediate written notice of that preclusion, the NFLPA agrees to exclude Player from that particular program. Should Player fail to perform any of his obligations hereunder, the NFLPA may withhold payments owed to Player, if any, in connection with this Group Licensing Assignment.

In consideration for this assignment of rights, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the Bylaws of the NFLPA and as otherwise determined by the NFLPA Board. The NFLPA further agrees to use reasonable efforts to promote the use of NFL player Rights in group licensing programs, to provide group licensing opportunities to all NFL players, and to monitor and police unauthorized third-party use of the Rights. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under Virginia law.

The assignment in this paragraph shall expire on December 31 of the latter of (i) the third year following the execution of this contract, or (ii) the year after this contract expires, and may not be revoked, terminated or otherwise assigned in any manner by Player until such date. Neither Club nor the League is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of Player and the NFLPA.

Nothing in Paragraph 3b shall be construed or deemed to modify in any way the rights set forth in Paragraph 3a, and the fact that Paragraph 3b (or any of the terms thereof) appears in the Player Contract shall not be referred to, relied upon, or otherwise cited by Player and/or the NFLPA or any of its affiliates in any dispute or legal proceeding as evidence that the NFL, any NFL entity, any Club or Club Affiliate, or any licensee of any of the foregoing has consented, agreed, acknowledged, or does not contest the applicability or interpretation of Paragraph 3b.

4. COMPENSATION. For performance of Player's services and all other promises of Player, Club will pay Player a weekly salary of \$\_\_\_\_\_ for each week during the Regular Season and each week that the Club is in the Postseason so long as Player is a member of Club's Practice Squad during the week preceding the game in question. Such salary will be payable on a weekly or bi-weekly basis as Club shall choose. In addition, Club will pay Player's necessary traveling expenses from his residence to Club's home city or other location to which the Player is directed to report; Player's necessary traveling expenses to his residence if this contract is terminated by Club; and such additional compensation, benefits and reimbursement of expenses, if any, to which Practice Squad members are entitled pursuant to any collective bargaining agreement in existence during the term of this contract. (For purposes of this contract, a collective bargaining agreement will be deemed to be "in existence" during its stated term and during any period for which the parties to that agreement agree to extend it.) In the event this Contract is terminated by the Club prior to 4:00 p.m., New York time, Tuesday, the Club shall not be obligated to pay Player for that week. If Player terminates this contract at any time, he will have no further right to receive any further compensation under this contract.

5. DEDUCTIONS. Any advance made to Player will be repaid to Club, and any properly levied Club fine or Commissioner fine against Player will be paid, in cash on demand or by means of deductions from payments coming due to the Player under this contract, the amount of such deductions to be determined by Club unless this contract or a collective bargaining agreement in existence during the term of this contract specifically provides otherwise.

6. PHYSICAL CONDITION. Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo a complete physical examination by the Club physician upon Club request, during which physical examination Player will make full and complete disclosure of any physical or mental condition known to him which might impair his performance under the contract and will respond fully and in good faith when questioned by the Club physician about such condition. If Player fails to establish or maintain his excellent physical condition to the satisfaction of the Club physician, or make the required full and complete disclosure and good faith responses to the Club physician, then Club may terminate this contract.

7. INJURY. If player is injured in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, Player will receive such medical and hospital care during the term of this contract as the Club physician may deem necessary, and will continue to receive his weekly salary for so long, during the season of injury only and for no subsequent period, as Player is physically unable to perform the services required of him by this contract because of such injury. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his salary for the season of injury will be paid to his stated beneficiary or, in the absence of a stated beneficiary, to his estate.

8. WORKERS' COMPENSATION. Any compensation paid to Player under this contract or under any collective bargaining agreement in existence during the term of this contract for a period during which he is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the amount of such payment out of any award of workers' compensation.

9. SKILL, PERFORMANCE AND CONDUCT. Player understands that he is competing with other players for a position on Club's Practice Squad within the applicable player limits. If at any time, in the sole judgment of Club, Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on Club's Practice Squad, or if Player has engaged in personal conduct reasonably judged by Club to adversely affect or reflect on Club, Club may terminate this contract. In addition, during the period any salary cap is legally in effect, this contract may be terminated if, in Club's opinion, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or to attempt to sign, or another player or players who is or are already on Club's roster or Practice Squad, and for whom Club needs room.

10. TERMINATION BY PLAYER. Player may terminate this contract to sign an NFL Player Contract with another NFL club, except that Player may not sign an NFL Player Contract with Club's next opponent later than 4:00 p.m., New York time, on the sixth day preceding the game (except in bye-weeks, when the prohibition commences on the tenth day preceding the game). Player may not terminate this contract in order to sign a contract with another club to serve as a Practice Squad Player.

11. TERMINATION. The rights of termination set forth in this contract will be in addition to any other rights of termination allowed either party by law. Termination will be effective upon either Player or Club giving written notice to the other, except that Player's death, other than as a result of injury incurred in the performance of his services under this contract, will automatically terminate his contract. If this contract is terminated by Club and either Player or Club so requests, Player will promptly undergo a complete physical examination by the Club physician.

12. INJURY GRIEVANCE. Unless a collective bargaining agreement in existence at the time of termination of this contract by Club provides otherwise, the following Injury Grievance procedure will apply: If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the performance of his services under this contract, Player may, within 60 days after examination by the Club physician, submit at his own expense to examination by a physician of his choice. If the opinion of Player's physician with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, the dispute will be submitted within a reasonable time to final and binding arbitration by an arbitrator selected by Club and Player

or, if they are unable to agree, one selected in accordance with the procedures of the American Arbitration Association on application by either party.

13. RULES. Player will comply with and be bound by all reasonable Club rules and regulations in effect during the term of this contract which are not inconsistent with the provisions of this contract or of any collective bargaining agreement in existence during the term of this contract. Player's attention is also called to the fact that the League functions with certain rules and procedures expressive of its operation as a joint venture among its member clubs and that these rules and practices may affect Player's relationship to the League and its member clubs independently of the provisions of this contract.

14. INTEGRITY OF GAME. Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of NFL games or the integrity and good character of NFL players. Player therefore acknowledges his awareness that if he accepts a bribe or agrees to throw or fix an NFL game; fails to promptly report a bribe offer or an attempt to throw or fix an NFL game; bets on an NFL game; knowingly associates with gamblers or gambling activity; uses or provides other players with stimulants or other drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of conduct reasonably judged by the League Commissioner to be detrimental to the League or professional football, the Commissioner will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to fine Player in a reasonable amount, to suspend Player for a period certain or indefinitely, and/or to terminate this contract.

15. FILING. This contract will be valid and binding upon Player and Club immediately upon execution. A copy of this contract, including any attachment to it, will be filed by Club with the League Commissioner within 10 days after execution. The Commissioner will have the right to disapprove this contract on reasonable grounds, including but not limited to an attempt by the parties to abridge or impair the rights of any other club, uncertainty or incompleteness in expression of the parties' respective rights and obligations, conflict between the terms of this contract and any collective bargaining agreement then in existence, or upon any ground allowed in such collective bargaining agreement. Approval will be automatic unless, within 10 days after receipt of this contract in his office, the Commissioner notifies the parties either of disapproval or of extension of this 10-day period for purposes of investigation or clarification pending his decision. On the receipt of notice of disapproval and termination, both parties will be relieved of their respective rights and obligations under this contract.

16. DISPUTES. During the term of any collective bargaining agreement, any dispute between Player and Club involving the interpretation or application of any provision of the NFL collective bargaining agreement or this contract will be submitted to final and binding arbitration in accordance with the procedure called for in any collective bargaining agreement in existence at the time the event giving rise to any such dispute occurs.

17. NOTICE. Any notice, request, approval or consent under this contract will be sufficiently given if in writing and delivered in person or mailed (certified or first class) by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender.

18. OTHER AGREEMENTS. This contract, including any attachment to it, sets forth the entire agreement between Player and Club and cannot be modified or supplemented orally. Player and Club represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them. The provisions of this contract will govern the relationship between Player and Club unless there are conflicting provisions in any collective bargaining agreement in existence during the term of this contract, in which case the provisions of the collective bargaining agreement will take precedence over conflicting provisions of this contract relating to the rights or obligations of either party.

19. LAW. This contract shall be governed by the laws of the State of \_\_\_\_\_.

20. WAIVER AND RELEASE. Player waives and releases: (i) any antitrust claims relating to the Draft, restrictions on free agency, franchise player designations, transition player designations, the Entering Player Pool, the Rookie Compensation Pool, or any other term or condition of employment relating to conduct engaged in prior to the date of this Agreement; and (iii) any claims relating to conduct engaged in pursuant to the express terms of any collective bargaining agreement during the term of any such agreement. This waiver and release does not waive any rights player may have to commence a grievance under the 2011 CBA or to commence a grievance or other arbitration under the 2020 CBA.

21. OTHER PROVISIONS.

(a) Each of the undersigned hereby confirms that (i) this contract sets forth all components of the player's remuneration for playing professional football or serving as a Practice Player (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are no undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the NFL involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter.

(b) Each of the undersigned further confirms that, except as separately set forth in any attachment submitted herewith consistent with the Collective Bargaining Agreement, the .pdf Practice Player Contract Form as set forth herein has not been modified from the form officially authorized for use by the NFL and the NFLPA.

(c) Each of the undersigned further confirms that, except insofar as any of the undersigned may describe in an addendum to this contract, to the best of their knowledge,



no conduct in violation of the Anti-Collusion rules of the Collective Bargaining Agreement took place with respect to this contract.

THIS CONTRACT is executed in six copies. Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection with respect to this contract.

\_\_\_\_\_  
PLAYER SIGNATURE

\_\_\_\_\_  
CLUB EXECUTIVE SIGNATURE

\_\_\_\_\_  
PLAYER PRINT

\_\_\_\_\_  
CLUB EXECUTIVE PRINT

\_\_\_\_\_  
PLAYER HOME ADDRESS

\_\_\_\_\_  
CLUB NAME

\_\_\_\_\_  
CLUB ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PLAYER'S AGENT SIGNATURE

\_\_\_\_\_  
PLAYER'S AGENT PRINT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

Copy Distribution:

- Management Council (Original Signature)
- Player, Member Club (Photocopy)
- League Office, NFLPA, Player Agent (Electronic Mail)

## STANDARD CONTAGIOUS DISEASE ADDENDUM

\_\_\_\_\_ (“Practice Squad Player”) and \_\_\_\_\_ (“Club”) agree to the following terms:

1. The terms of this addendum, and the other terms set forth in the side letter dated June 24, 2010, will take effect if Practice Squad Player is elevated from Practice Squad to the 53-player Active/Inactive List for a game because the Club was given roster exemptions due to confirmed or suspected cases of a Contagious Disease among its players.
2. If Practice Squad Player is elevated to the Club’s 53-player Active/Inactive List under these special circumstances, then Practice Squad Player’s weekly compensation specified in Paragraph 4 of the Practice Player Contract will be adjusted for that game to 1/17<sup>th</sup> of the Paragraph 5 minimum salary for Active/Inactive List players with the same number of credited seasons. Unless otherwise provided for below in Paragraphs 3 and 4, Practice Squad Player will be paid the weekly compensation set forth in Paragraph 4 (“Compensation”) of the Practice Player Contract after he automatically reverts to the Practice Squad.
3. In the event Practice Squad player: (1) sustains a football-related injury (either in a practice prior to the game or in the game itself) after being elevated to the 53-player Active/Inactive List under the circumstances described in Paragraph 1 above, and (2) is physically unable to practice or play for the club due to the injury, then the player’s weekly compensation specified in Paragraph 4 of the Practice Player Contract will be adjusted to 1/17<sup>th</sup> of the Paragraph 5 minimum salary for players not on a Club’s Active/Inactive List (i.e., the “down” amount) with the same number of credited seasons. Player shall receive this weekly “Salary Continuation” for so long as he remains physically unable to perform the services required of him because of such injury. Once Practice Squad player is physically able to perform the services required of him by his Practice Player Contract, then his salary will be adjusted to the amount set forth in Paragraph 4 (“Compensation”) of that contract for the period of time he remains on the club’s Practice Squad.
4. If Practice Squad player sustains a football-related injury during the game in which he was elevated (or during a practice after being elevated but prior to the game) and is subsequently placed on the Club’s Practice Squad/Injured list, he will be paid Salary Continuation (for so long as he remains physically unable to perform the services required of him because of such injury) at a rate equal to the prorated portion of the Paragraph 5 minimum salary for players not on a Club’s Active/Inactive List (i.e., the “down” amount) with the same number of credited seasons. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the

amount set forth in Paragraph 4 of that contract for the period of time he remains on the Club's Practice Squad/Injured List. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad/Injured list and/or any dispute concerning the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article 43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

\_\_\_\_\_  
Practice Squad Player Signature      Club Executive Signature      Player's Agent Signature

\_\_\_\_\_  
Practice Squad Player Print Name      Club Executive Print Name      Player's Agent Print Name

\_\_\_\_\_  
Date      Club      Date

\_\_\_\_\_  
Date

## STANDARD ELEVATION ADDENDUM

\_\_\_\_\_ (“Practice Squad Player”) and \_\_\_\_\_ (“Club”) agree to the following terms:

1. The terms of this addendum will take effect if Practice Squad Player is elevated from Practice Squad to Club’s Active/Inactive List for a game pursuant to Article 33, Section 5 of the NFL Collective Bargaining Agreement.
2. If Practice Squad Player is elevated to Club’s Active/Inactive List for any regular season game, then Practice Squad Player’s weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted for that game to 1/17<sup>th</sup> of the Paragraph 5 minimum salary for Active/Inactive List players (i.e., the “up” amount) with the same number of credited seasons. Unless otherwise provided for below in Paragraphs 3 and 4, Practice Squad Player will be paid the weekly compensation set forth in Paragraph 4 (“Compensation”) of the Practice Squad Player Contract after he automatically reverts to the Practice Squad.
3. In the event Practice Squad player: (1) sustains a football-related injury after being elevated to Club’s Active/Inactive List (either in a practice prior to the game or in the game itself), and (2) is physically unable to practice or play for Club due to the injury, then the player’s weekly compensation specified in Paragraph 4 of the Practice Squad Player Contract will be adjusted to 1/17<sup>th</sup> of the Paragraph 5 minimum salary for players not on a Club’s Active/Inactive List (i.e., the “down” amount) with the same number of credited seasons. Player shall receive this weekly “Salary Continuation” for so long as he remains physically unable to perform the services required of him because of such injury. Once Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the amount set forth in Paragraph 4 (“Compensation”) of that contract for the period of time he remains on the club’s Practice Squad.
4. If Practice Squad player sustains a football-related injury after being elevated to Club’s Active/Inactive List (either in practice prior to the game or during the game itself), and is subsequently placed on the Club’s Practice Squad/Injured list, he will be paid Salary Continuation (for so long as he remains physically unable to perform the services required of him because of such injury) at a rate equal to the prorated portion of the Paragraph 5 minimum salary for players not on a Club’s Active/Inactive List (i.e., the “down” amount) with the same number of credited seasons. Once the Practice Squad player is physically able to perform the services required of him by his Practice Squad Player Contract, his salary will be adjusted to the amount set forth in Paragraph 4 of that contract for the period of time he remains

on the Club's Practice Squad/Injured List. Any dispute concerning the player's entitlement to Salary Continuation while he remains on the Club's Practice Squad/Injured list and/or any dispute concerning the number of weeks of Salary Continuation to which the player may be entitled shall be resolved in accordance with the rules and procedures set forth in Article 43 (Non-Injury Grievance) of this Agreement. The neutral physician procedures set forth in Article 44 (Injury Grievance) shall apply to any such grievance.

\_\_\_\_\_  
Practice Squad Player  
Signature

\_\_\_\_\_  
Club Executive Signature

\_\_\_\_\_  
Player's Agent Signature

\_\_\_\_\_  
Practice Squad Player  
Print Name

\_\_\_\_\_  
Club Executive Print Name

\_\_\_\_\_  
Player's Agent Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Club

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX K**  
**STANDARD MINIMUM PRESEASON PHYSICAL EXAMINATION**

Should there be the need for additional examination or testing in any specific area, such will be permitted.

**General Medical Examination**

1. History

- player
- family
- thorough review of all team physicians and trainer reports for preceding seasons

2. Examination

- head
- face
- scalp
- ears
  - external & drums
- sinus
- throat
- eyes
  - pupils
  - reaction to movement & light
- lungs
  - palpation
- chest
- heart
- visceral
- hernia
- rectal
  - hemorrhoid
  - fistula
  - prostate
- gastric
- any unusual body marks, i.e. scars, birthmarks
- height
- weight
- temperature
- blood pressure
- pulse
- heart rate

### **Orthopedic Examination**

Examination visually, including stress testing and range of motion for all of the following:

- neck and spine
- shoulder
- elbow
- wrist
- fingers
- hips
- knees; also knee jerk
- ankle; check Achilles tendon for abnormalities and by jerk test
- toes

### **Flexibility**

Testing of hamstrings and neck

### **EKG**

Heart Abnormalities

ECG with interpretation

### **Echocardiography**

Stress testing available and performed when clinically-indicated

### **Blood Testing**

Standard grid. Testing for (including but not limited to):

- CBC diff platelets
- Complete chemistry profile including but not limited to electrolytes, BUN/Creatinine, LFTs, glucose
- Lipid profile
- T4, TSH
- U/A
- Sickle Cell (only if not previously tested)
- G6PD (only if not previously tested)

### **Neuropsychological Testing (Baseline)**

### **Urinalysis**

Check for (including but not limited to):

- Protein
- Glucose
- PH Factor
- Diabetes
- Renal Failure
- Gout

### **Vision Testing**

- peripheral vision
- standard eye test

### **Hearing Test**

**Dental Examination**

**Chest X-Ray** (initial screening only, and then based on past history and complaints)

Check for: Tumor

T.B.

Lesions

**X-Ray all previously injured areas** (at physician's discretion)



**APPENDIX L**  
**INJURY GRIEVANCE SETTLEMENT**

SETTLEMENT AND RELEASE

Upon receipt of and in consideration for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), minus applicable taxes, \_\_\_\_\_ (“Player”), for himself and his heirs, executors, administrators, successors, and assigns, does hereby release and discharge the \_\_\_\_\_ (“Club”), its officers, directors, stockholders, employees, agents, and representatives, the NFL Management Council, and the National Football League, and their members, employees, agents, and representatives, from any and all liability relating to the Injury Grievance filed by Player and the NFL Players Association on \_\_\_\_\_ pursuant to Article 44 of the 2020 NFL Collective Bargaining Agreement. [Include IP and Extended IP release as appropriate]

By their signatures hereto, the parties acknowledge and affirm that this is a compromise settlement of a disputed claim, and that payment of the consideration for this release shall not be deemed or construed as an admission of liability by the Club. Under this Settlement and Release, the Player and the Club specifically reserve any and all rights they may have under federal and state law.

Player acknowledges that he has hereby been given notice that he may have rights under the applicable Workers’ Compensation laws in \_\_\_\_\_ and jurisdictions other than \_\_\_\_\_, as a result of any claimed injuries in the scope of his employment with the Club, whether on a specific or cumulative trauma basis. [OPTIONAL]

The parties agree that the above-referenced \$ \_\_\_\_\_ represents payment to Player for \_\_\_\_\_ (\_\_\_\_) regular season games of Paragraph 5 salary for the purposes of Article 41, Section 4 [and entitles the player to a Credited Season under the Bert Bell/Pete Rozelle NFL Player Retirement Plan (if applicable)]

By their signatures hereto, the parties certify that they have read this Settlement and Release, that they understand its meaning and content, and that they have executed it as a free and voluntary act.

\_\_\_\_\_  
For the CLUB

\_\_\_\_\_  
Player

\_\_\_\_\_  
Title:

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

**APPENDIX M**  
**CHECK-OFF AUTHORIZATION FOR NFLPA**  
**DEDUCTIONS**

I hereby authorize and direct my present club, or any other NFL club by which I may be employed as a player in the future to deduct from my salary and to pay the National Football League Players Association any initiation fees, annual membership dues, or the required service fee, in the amounts from time to time certified by the National Football League Players Association to the club as properly authorized for each year of the operation of this authorization.

I direct that the initiation fee and the annual dues be deducted beginning on the 30th day following the beginning of my employment as a player in the National Football League.

I direct that the annual service fee in the same amount as any initiation fee and the annual dues required of members of the National Football League Players Association be deducted on the 30th day following the beginning of my employment as a player in the NFL.

The foregoing authorized deductions are to be checked-off in equal weekly or biweekly installments from each preseason and regular season pay check, beginning with the first pay check after the date of the first preseason squad cutdown. The club will forward such deductions within seven days of each check-off to the National Football League Players Association, 63 Gene Upshaw Place, 1133 20th Street, NW, Washington, DC 20036.

This check-off authorization is irrevocable for a period of one year or until the expiration date of the currently effective collective bargaining agreement between the National Football League Players Association, the NFL and the Member Clubs of the National Football League, whichever date occurs first, and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding collective bargaining agreement between the National Football League Players Association, the NFL and the Member Clubs of the NFL, whichever shall be shorter, unless written notice is given by me to the National Football League Players Association and the club not more than twenty (20) and not less than ten (10) days prior to the expiration of each period of one year or of each collective bargaining agreement between the National Football League Players Association, the NFL and the Member Clubs of the NFL, whichever occurs sooner.

Date:

Signature

Player's Name—Type or Print

**APPENDIX N**  
**ACTUARIAL ASSUMPTIONS AND ACTUARIAL COST METHOD**

Mortality rates: IRC §430 Mortality with Blue Collar adjustment

Disability mortality before age 65: IRC §430 Mortality with Blue Collar adjustment

Mortality rates (Beneficiaries and Separate Interest Alternate Payees): IRC §430 Mortality without adjustments

Disability Rates before retirement (for Benefit Commencement only):

Sample Rates	
Age	Rate
22	0.0%
27	0.0%
32	1.5%
37	1.9%
42	2.1%
47	1.9%
52	1.6%
57	0.8%
62	0.4%

Withdrawal rates:

For players w/service of:	Rate
1 year	29.1%
2 years	14.6%
3 years	16.3%
4 years	18.3%
5 years	17.9%
6 years	18.2%
7 years	23.3%
8 years	24.4%
9 years	29.6%
10 years	28.6%
11-12 years	35.4%
13-14 years	39.4%
15-16 years	40.0%
17-19 years	60.0%
20 years	100.0%

Election of early payment benefit: 10% of all eligible players elect an EPB at commencement of benefits

Retirement age (Non-Disabled):

Age	Player with Pre-93 Season Rate	Player without Pre-93 Season Rate
45	5.0%	0.0%
46–47	1.0%	0.0%
48–51	2.0%	0.0%
52–53	1.0%	0.0%
54	7.5%	0.0%
55	22.5%	50.0%
56–57	5.0%	5.0%
58	2.5%	2.5%
59–60	5.0%	5.0%
61	2.5%	2.5%
62	10.0%	10.0%
63	5.0%	5.0%
64	35.0%	35.0%
65	100.0%	100.0%

Retirement age (Disabled):

All ages: 55

Optional Payment Form:

Payment Form	Rate
Single Life Annuity	50%
100% Joint-and-Survivor	20%
50% Joint-and-Survivor	20%
75% Joint-and-Survivor	10%

Percent married:

100%

Age of Player's spouse:

Three years younger than player

Remarriage and mortality  
rates for widows benefit:

None

Net investment return:

7.25%

Administration expenses:

Actual for prior year

Valuation date:

First day of Plan Year

Actuarial value of assets:

Five-year asset smoothing method

Funding method:

Unit credit cost method

**Amortization period:** The Plan's net change in unfunded actuarial accrued liability during the preceding Plan Year will be amortized in level amounts over 7 years, beginning with

the contribution for the 2020 Plan Year. Notwithstanding the above, the change in liability attributable to a plan amendment adopted during the 2020 Plan Year will be amortized over 11 years. In each Plan Year after the 2020 Plan Year, the change in liability attributable to a plan amendment will be amortized over 7 years (unless the number of years is otherwise agreed upon by the Parties). In no event shall the contribution for a year exceed an amount which is expected to produce a negative unfunded actuarial liability at the end of the plan year; nor shall the contribution be less than the minimum required under ERISA.

**Additional Contributions:** At its discretion, the League may make a contribution to the Pension Plan on behalf of each NFL Club for any Plan Year that is in addition to the minimum contribution amount for such Plan Year set forth above.

**Deferral of Contributions:** At its discretion, the League may defer some or all of the contributions for any Plan Year during the term of this Agreement, with interest at the rate specified in this Appendix, with such contribution (including interest) to be made and counted as a Player Cost in a future Plan Year occurring during the term of this Agreement and that is agreed to by the Parties.

**Special Contribution:** In addition to the contribution required under Article 53, Section 2, the League shall make a special contribution on behalf of each NFL Club for each Plan Year at the minimum amount necessary, if any, to allow the Plan to certify under Internal Revenue Code Section 432(b)(5)(A) that it will not be in endangered status at the end of the 10th Plan Year following the Plan Year for which the certification is made.

**APPENDIX O**  
**HEALTH REIMBURSEMENT PLAN ACTUARIAL ASSUMPTIONS AND FUNDING**

Valuation Date:	April 1
Value of Assets:	Market value
Mortality Assumptions:	Mortality based on Appendix N mortality table.
Players Included in Valuation:	Active Players with two or more Credited Seasons and former Players with nominal account balances.
Player's Last Season:	Future seasons based on Appendix N withdrawal table.
Date When Benefits Will Begin to be Paid:	Each player with a nominal balance is assumed to begin distributions five years after his expected last Credited Season.
Annual Distributions:	Annual distributions will equal the estimated cost of a year's coverage for a former player under the Player Group Insurance Plan for the years in which a reimbursement is expected to be made. Annual distributions for reimbursement eligible players will be based on historical experience.
Discount Rate:	60 basis points greater than the average yield of money market funds as published in The Wall Street Journal on each April 1 nearest the Valuation Date.
Expenses:	The actual expenses for the prior year.
Contributions and Amortization Period:	<p>Each year, a valuation will be prepared based on the value of nominal balances as of April 1 ("past service liability"), and the expected value of nominal balances to be earned during the forthcoming Season and the estimated expenses for the year ("normal cost"). The value of plan assets as of April 1 shall be subtracted from the past service liability to determine the unfunded past service liability.</p> <p>A new liability base will be established equal to the Plan's unfunded past service liability less the unamortized amount of the bases for the past service liability as of the current valuation date.</p>

Notwithstanding the above, the change in past service liability attributable to a plan amendment adopted during the 2020 Plan Year will be amortized over eleven years.

Each year, a contribution will be made equal to the sum of (1) the normal cost for the year, (2) the total amortization payments of outstanding past service liability bases, (3) the outstanding amortization payment attributable to plan amendments adopted during the 2020 Plan Year, and (4) interest to the end of the year.

The contribution, however, will be reduced, but will not be less the normal cost, to the extent the expected assets exceed the Plan's liability. If the previous sentence applies, all bases will be considered fully amortized. The contribution, will be further reduced, but will not be less than zero, to the extent the expected assets exceed the expected nominal account balances.

**Deferral of Contributions:** At its discretion, the League may defer some or all of the contributions for any Plan Year during the term of this Agreement, with interest at the rate specified in this Appendix, with such contribution (including interest) to be made and counted as a Player Cost in a future Plan Year occurring during the term of this Agreement and that is agreed to by the Parties.

**APPENDIX P  
OFFSEASON WORKOUT ADDENDUM  
FOR PLAYER UNDER CONTRACT**

“PLAYER”:  
\_\_\_\_\_

“CLUB”:  
\_\_\_\_\_

DATE:  
\_\_\_\_\_

This Addendum shall be part of the NFL Player Contract (“Contract”) between Player and Club.

In the event Club elects to conduct a voluntary offseason workout program (the “Program”) during the [year(s)] offseason(s), and Player is under contract to Club during such Program, Player shall be invited to participate in the Program.

This offseason program shall be conducted pursuant to the terms of the Collective Bargaining Agreement (“CBA”) including, without limitation, Article 21 and Appendix G.

In the event Player elects to participate in the Program, Player shall receive the minimum daily amount specified in Article 21, Section 3 of the CBA, subject to the terms and conditions of that Section, as well as any additional consideration for participation in Club’s Program specified elsewhere in Player’s NFL Player Contract. All offseason compensation shall be subject to deduction for federal, state and local income taxes, social security, and any other lawful withholdings and deductions, as applicable. The minimum daily amount specified in Article 21, Section 3 shall be paid to Player on a weekly or bi-weekly basis over the course of the Program.

In the event Player is injured during the Program while working out at the Club’s facility under the direction of a Club official, the terms and conditions of Article 21, Section 4 of the CBA and any applicable paragraph of Player’s NFL Player Contract shall govern the respective rights and obligations of Player and Club.

[CLUB NAME]

By: \_\_\_\_\_  
[CLUB OFFICIAL]  
[TITLE]

\_\_\_\_\_  
Date

\_\_\_\_\_  
PLAYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Advisor

\_\_\_\_\_  
Date



**APPENDIX Q  
OFFSEASON WORKOUT PROGRAM  
AND MINICAMP PARTICIPATION AGREEMENT  
FOR PLAYER UNDER TENDER OR CLUB'S OWN  
UNRESTRICTED FREE AGENT**

“PLAYER”: \_\_\_\_\_

“CLUB”: \_\_\_\_\_

DATE: \_\_\_\_\_

Player and Club agree that Player may participate in Club's voluntary offseason workout program (the “Program”) and minicamps (“Minicamps”), as scheduled by Club during the [year] offseason.

Player and Club agree that during the period of the Program and Minicamps, Player shall be deemed to be an employee of Club. Nevertheless, Player shall retain whatever free agency rights, if any, he may have under the NFL Collective Bargaining Agreement (“CBA”), subject to any individually negotiated Right of First Refusal the Club may have, or any Required Tender, as defined in Article 1 of the CBA, that has been made, or that may be made, to Player by Club.

The offseason Program and Minicamps shall be conducted pursuant to the terms of the CBA, including without limitation Article 21, Article 22 and Appendix G.

For Player’s participation in the Program, Player shall receive the minimum daily amount specified in Article 21, Section 3 of the CBA, subject to the terms and conditions of that Section. For Player’s participation in any Minicamp, Player shall receive “per diem” payments at the rate provided in Article 23, Section 4 of the CBA. Any compensation paid to Player under this Agreement shall be subject to deduction for federal, state and local income taxes, social security, and any other lawful withholdings and deductions, as applicable. Any amounts earned by Player under this Agreement shall be paid to Player on a weekly or bi-weekly basis over the course of the Program and Minicamps.

Player agrees to promptly report to the Club Physician or Head Athletic Trainer any injury or illness sustained while participating in the Program or Minicamps. At Club’s request, Player agrees to submit to, and to cooperate with, any medical examination requested by Club in connection with such injury or illness.

In the event Player is injured during the Program while working out at the Club’s facility under the direction of a Club official or while participating in Club’s Minicamps,

Player shall be deemed to have been under a one-year Player Contract to Club with Paragraph 5 Salary at the greater of (i) the amount of any Required Tender made to Player; (ii) the Minimum Salary specified in Article 26, Section 1(a) of the CBA for a player with Player's own number of Credited Seasons; or (iii) the following amount (if any), as agreed to by Player and Club, as signified by their initials immediately to the right: \$\_\_\_\_\_ at the time of such injury. \_\_\_\_\_ (initials, if applicable)

Any dispute between Player and Club involving the interpretation or application of this Agreement or any provision of the CBA will be submitted to final and binding arbitration in accordance with the procedure called for in the CBA.

Anything herein contained to the contrary notwithstanding, Player and Club expressly agree that Player has no contractual or other right to participate in Club's Program or Minicamps or any other activities at Club's facilities. Club and Player acknowledge Player's participation in Club's Program and any Minicamp is at all times voluntary on the part of Player and that Player may withdraw from participation at any time.

[CLUB NAME]

By \_\_\_\_\_  
[CLUB OFFICIAL]  
[TITLE]

\_\_\_\_\_  
Date

\_\_\_\_\_  
PLAYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contract Advisor

\_\_\_\_\_  
Date

**APPENDIX R**  
**COMMUNITY RELATIONS / SPONSOR APPEARANCES AND**  
**PROMOTIONAL ACTIVITIES BY PLAYER UNDER ROOKIE CONTRACT**

At Club's request, Player will make up to, but no more than, five community relations/sponsor appearances or promotional activities (collectively, "Player Appearances") per year on the Club's behalf, as determined by Club. At Club's sole discretion, Club may provide Player with cash compensation at prevailing commercial rates not to exceed \$6,500 per appearance for the 2020-25 League Years, and not to exceed \$9,000 per appearance for the 2026-30 League Years. In addition, whether or not Club elects to provide player with cash compensation for any individual Player Appearance, to the extent that Player incurs out-of-pocket expenses (e.g., parking fees, etc.) in connection with such appearance, Club may provide Player with cash reimbursement for such reasonable out-of-pocket expenses upon Player's submission of a written expense report satisfactory to Club and applicable receipts. Club may also provide Player with cash reimbursement for actual mileage incurred, as approved by Club, at the standard mileage rate in effect for the applicable period as published by the Internal Revenue Service.

APPENDIX S  
STANDARD PLAYER AUTHORIZATIONS

**INSERT CLUB NAME AND/OR LOGO**  
**AUTHORIZATION FOR RELEASE & DISCLOSURE**  
**OF MEDICAL & MENTAL HEALTH RECORDS**

1. **Persons/Entities Authorized to Release and Disclose Information.** I hereby authorize, empower, request, and direct all healthcare providers, physicians, hospitals, mental health providers, counselors, therapists, clinics, schools, universities, colleges, student health services, dispensaries, sanatoriums, any other agencies, NFL Clubs, professional football teams, athletic trainers, all other amateur or professional teams or organizations, facilities, and/or entities that may possess my medical records and/or my protected health information (“PHI”) (as defined under the Health Insurance Portability and Accountability Act, as amended (“HIPAA”) and the regulations thereunder): (1) to release, disclose, and to make these records and/or PHI freely available to the persons and entities identified on this Authorization as the Authorized Parties; and (2) to discuss the contents of these records and PHI with the Authorized Parties and their representatives. I hereby release and discharge all persons and institutions from any and all claims by reason of their releasing such records and information.

2. **Persons/Entities Authorized to Receive and Use the Information.** I hereby authorize, empower, and give permission to the following persons and/or entities and their representatives to receive, inspect, copy, obtain copies, examine, and/or use of any and all medical records and PHI described in this Authorization. These persons and entities will be referred to as the “Authorized Parties”:

[***INSERT CLUB NAME***], (“Club”), the National Football League (“NFL”) and each of its member Clubs, as now existing or at any time in the future, the National Football League Drug Advisers and Medical Advisers, National Invitational Camp, Inc., National Football Scouting, Inc., the advisors to the National Football League’s Policy and Program on Substances of Abuse, the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, the advisors to the National Football League’s Prescription Drug Program and Protocol, any NFL Club medical staff members, team physicians, athletic training staff members, the NFL Players Association Executive Committee, Medical Advisors and designated legal counsel, committees, panels and boards commissioned by the NFL or NFLPA for player health and safety initiatives, Quintiles, Inc., or any successor entity engaged by the NFL to provide data-related analytics and other services (including services intended to support player health and safety), any outside or third-party physicians, physician groups, hospitals, clinics, laboratories, consulting

physicians, specialists, pharmacies, and/or healthcare professionals engaged by the NFL or any NFL Club(s) in furtherance of the releasor's employment as an NFL Player, including but not limited to providing medical care to the releasor or other services intended to support player health and safety initiatives, and any present and future electronic medical record vendors and/or prescription networks used by the NFL or any NFL Club(s), including, but not limited to, eClinicalWorks, Inc., and/or Infinit, Inc., and their respective representatives, agents, and/or employees, officers, servants, staff members, and contractors of the foregoing.

**3. Description of the Information to be Released and Disclosed.** I hereby authorize, empower, direct, and give permission for the following medical records and/or PHI to be released and disclosed to the Authorized Parties:

My entire health or medical record and/or PHI relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis from any source, including without limitation all written and/or electronic information or data, clinical notes, progress notes, discharge summaries, lab results, pathology reports, operative reports, consultations, physicals, physicians' records, athletic trainers' records, diagnoses, findings, treatments, history and prognoses, test results, laboratory reports, x-rays, MRI, and/or imaging results, outpatient notes, physical therapy records, occupational therapy records, prescriptions, and any and all other information pertaining to my past or present medical condition, diagnosis, treatment, history, and prognosis. This Authorization applies to any and all medical records and/or PHI, including medical records and/or PHI which the Persons/Entities Authorized to Release and Disclose Information may have received from another provider, unless access to such PHI has been restricted as permitted under HIPAA or that provider has expressly prohibited re-disclosure.

This Authorization expressly includes all records and PHI relating to any mental health treatment, therapy, and/or counseling, but expressly excludes psychotherapy notes.

**4. Purpose of the Disclosure.**

This Authorization for Use and Disclosure of Records and Information is *only* for purposes relating to: (a) my actual or potential employment in the National Football League, including for the provision of healthcare, evaluation, consultation, treatment, therapy, and related services, which purposes are limited to reviewing, discussing, transmitting, disclosing, sharing, and/or using my medical records and PHI between and among: (i) any of the Authorized Parties and (ii) any of my healthcare providers and/or mental health providers for: (b) employment-related injury reports; (c) the activities of the National Football

League Drug Advisors, the advisors to the National Football League’s Policy and Program on Substances of Abuse, and/or the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, specifically limited to due diligence and audit activities, investigations of possible violations of the Policies or eligibility for a “therapeutic-use” exception under either Policy; (d) ophthalmic examinations, consultations or treatment; (e) NFL player health and safety initiatives and projects, in accordance with the March 15, 2020 Collective Bargaining Agreement and amendments to it, including without limitation the Side Letter Agreement regarding the Injury Surveillance System and Player Health Information Analysis, Dissemination and Research, dated January 26, 2015 (“CBA”).

With respect to disclosure to the National Football League, this authorization shall not be used by the NFL or its member Clubs to obtain documents, evidence or material for the purposes of litigation, grievances or other disputes with the National Football League and/or its member Clubs, except as contemplated by the August 4, 2011 CBA, and as necessary for the NFL and its member Clubs to fulfill their obligations under the CBA.

Notwithstanding anything to the contrary, I hereby permit my medical information and PHI to be used and disclosed as expressly permitted or required under the CBA.

**5. Expiration Event.** This Authorization will expire two years from the date of my signature below.

**6. Photocopy.** A photostatic copy of this Authorization shall be considered as effective and valid as the original.

**7. Signature.** By my signature below, I acknowledge that I have read this Authorization, understand my rights as described herein, understand that I am allowing medical and mental healthcare providers to disclose my PHI, and have had any questions answered to my satisfaction. I expressly and voluntarily authorize the release, disclosure, and use of my medical records and/or PHI as described in this Authorization. I also acknowledge and understand that: this Authorization has been collectively bargained for by the National Football League and the National Football League Players Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If a personal representative signs this Authorization on behalf of the Player, complete the following:

Personal Representative's Name: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_

**NOTICE:** You are entitled to a copy of this Authorization after you sign it. You have the right to revoke this Authorization any time by presenting a written request to the Club's Head Athletic Trainer or his designee, except to the extent that any Authorized Party has relied upon it. Revocation will not apply: 1) to information that has already been released in connection with this Authorization, 2) during a contestability period under applicable law, or 3) if the Authorization was obtained as a condition of obtaining insurance coverage. We may not condition treatment, payment, enrollment or eligibility for benefits on your execution of this authorization, except for the purpose of creating protected health information for disclosure to a third party on provision of Authorization. Information disclosed pursuant to this Authorization may be re-disclosed by the recipient(s) and no longer protected by federal or state privacy laws or regulations. Information disclosed pursuant to this Authorization may include records created by a healthcare provider or mental healthcare provider other than the disclosing party, unless access to such PHI has been restricted as permitted under HIPAA or such provider has expressly prohibited such re-disclosure.

*INSERT CLUB NAME AND/OR LOGO*

**AUTHORIZATION FOR USE AND DISCLOSURE OF  
RECORDS AND INFORMATION**

Name: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

Address: \_\_\_\_\_

**1. Persons/Entities Authorized to Release and Disclose Information:**

I hereby authorize and give my permission to the following persons and/or entities to release and disclose my medical records, medical information, and/or “protected health information” (as defined under the Health Insurance Portability and Accountability Act, as amended, and the regulations thereunder (“HIPAA”)), altogether, my “PHI”, in the manner described in this Authorization:

[*INSERT CLUB NAME*], (“Club”), the National Football League (“NFL”) and each of its member Clubs, as now existing or at any time in the future, the National Football League Drug Advisers and Medical Advisers, National Invitational Camp, Inc., National Football Scouting, Inc., the advisors to the National Football League’s Policy and Program on Substances of Abuse, the advisors to the National Football League’s Policy on Anabolic Steroids and Related Substances, the advisors to the National Football League’s Prescription Drug Program and Protocol, any NFL Club medical staff members, team physicians, athletic training staff members, committees, panels, programs and boards commissioned by the NFL for player health and safety initiatives, Quintiles, Inc., or any successor entity engaged by the NFL to provide data-related analytics and other services (including services intended to support player health and safety initiatives), any outside or third-party physicians, physician groups, hospitals, clinics, laboratories, consulting physicians, specialists, pharmacies, and/or healthcare professionals engaged by the NFL or any NFL Club(s) in furtherance of the releasor’s employment as an NFL Player, including but not limited to providing medical care to the releasor or other services intended to support player health and safety initiatives, and any present and future electronic medical record vendors and/or prescription networks used by the NFL or any NFL Club(s), including, but not limited to, eClinicalWorks, Inc., and/or Infinit, Inc., and their respective representatives, agents, and/or employees, officers, servants, staff members, and contractors of the foregoing.



## **2. Personal Health Information to Be Used and Disclosed:**

I hereby authorize the following medical records and/or PHI to be used and disclosed as described in this Authorization to the Authorized Parties (defined below):

My entire health or medical record and/or PHI relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis from any source, including without limitation all written and/or electronic information or data, clinical notes, progress notes, discharge summaries, lab results, pathology reports, operative reports, consultations, physicals, physicians' records, athletic trainers' records, diagnoses, findings, treatments, history and prognoses, test results, laboratory reports, x-rays, MRI, and/or imaging results, outpatient notes, physical therapy records, occupational therapy records, prescriptions, and any and all other information pertaining to my past, present, or future medical condition, diagnosis, treatment, history, and prognosis. This Authorization expressly includes all records and PHI relating to any mental health treatment, therapy, and/or counseling, but expressly excludes psychotherapy notes.

For purposes of use and disclosure to the National Football League this disclosure shall be subject to the limitations set forth in Section 4 below.

## **3. Persons/Entities Authorized to Receive and Use:**

I hereby authorize the following persons and/or entities to receive and use my medical records and/or PHI only for the purposes that are permitted under this Authorization. These persons and entities will be referred to as the "Authorized Parties":

[***INSERT CLUB NAME***], ("Club"), the National Football League ("NFL") and each of its member Clubs, as now existing or at any time in the future, the National Football League Drug Advisers and Medical Advisers, National Invitational Camp, Inc., National Football Scouting, Inc., the advisors to the National Football League's Policy and Program on Substances of Abuse, the advisors to the National Football League's Policy on Anabolic Steroids and Related Substances, the advisors to the National Football League's Prescription Drug Program and Protocol, any NFL Club medical staff members, team physicians, athletic training staff members, the NFL Players Association Executive Committee, Medical Advisors and designated legal counsel, committees, panels and boards commissioned by the NFL or NFLPA for player health and safety initiatives, Quintiles, Inc., or any successor entity engaged by the NFL to provide data-related analytics and other services (including services intended to support player health and safety), any outside or third-party physicians, physician groups, hospitals, clinics, laboratories, consulting

physicians, specialists, pharmacies, and/or healthcare professionals engaged by the NFL or any NFL Club(s) in furtherance of the releasor's employment as an NFL Player, including but not limited to providing medical care to the releasor or other services intended to support player health and safety initiatives, and any present and future electronic medical record vendors and/or prescription networks used by the NFL or any NFL Club(s), including, but not limited to, eClinicalWorks, Inc., and/or Infinit, Inc., and their respective representatives, agents, and/or employees, officers, servants, staff members, and contractors of the foregoing.

**4. Purpose of the Disclosure:**

This Authorization for Use and Disclosure of Records and Information is *only* for purposes relating to: (a) my actual or potential employment in the National Football League, including for the provision of healthcare, evaluation, consultation, treatment, therapy, and related services, which purposes are limited to reviewing, discussing, transmitting, disclosing, sharing, and/or using my medical records and PHI between and among: (i) any of the Authorized Parties and (ii) any of my healthcare providers and/or mental health providers for: (b) employment-related injury reports; (c) the activities of the National Football League Drug Advisors, the advisors to the National Football League's Policy and Program on Substances of Abuse, and/or the advisors to the National Football League's Policy on Anabolic Steroids and Related Substances, specifically limited to due diligence and audit activities, investigations of possible violations of the Policies or eligibility for a "therapeutic-use" exception under either Policy; (d) ophthalmic examinations, consultations or treatment; (e) NFL player health and safety initiatives and projects, in accordance with the March 15, 2020 Collective Bargaining Agreement and amendments to it, including without limitation the Side Letter Agreement regarding the Injury Surveillance System and Player Health Information Analysis, Dissemination and Research, dated January 26, 2015 ("CBA").

With respect to disclosure to the National Football League, this authorization shall not be used by the NFL or its member Clubs to obtain documents, evidence or material solely for the purposes of litigation, grievances or other disputes with the National Football League and/or its member Clubs, except as contemplated by the August 4, 2011 CBA, and as necessary for the NFL and its member Clubs to fulfill their obligations under the CBA.

Notwithstanding anything to the contrary, I hereby permit my medical information and PHI to be used and disclosed as expressly permitted or required under the CBA.

**5. Expiration Date:** This Authorization will expire two (2) years from the date of signature below.

**6. Photocopy:** A photostatic copy of this Authorization shall be considered as effective and valid as the original.

**7. Signature:** By my signature below, I acknowledge that I have read this Authorization, understand my rights as described herein, understand that I am allowing medical and mental healthcare providers, and others set forth in Section 1 above, to disclose my PHI, and have had any questions answered to my satisfaction. I also acknowledge and understand that this Authorization has been collectively bargained for by the National Football League and the National Football League Players Association.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICE:** You are entitled to a copy of this Authorization after you sign it. You have the right to revoke this Authorization any time by presenting a written request to the Club's Head Athletic Trainer or his or her designee, except to the extent that any Authorized Party has relied upon it. Revocation will not apply: 1) to information that has already been released in connection with this Authorization, 2) during a contestability period under applicable law, or 3) if the Authorization was obtained as a condition of obtaining insurance coverage. We may not condition treatment, payment, enrollment, or eligibility for benefits on your execution of this Authorization, except for the purpose of creating protected health information for disclosure to a third party on provision of Authorization. Information disclosed pursuant to this Authorization may be re-disclosed by the recipient(s) and no longer protected by certain federal or state privacy laws or regulations. Information disclosed pursuant to this Authorization may include records created by a healthcare provider or mental healthcare provider other than the disclosing party, unless access to such PHI has been restricted as permitted under HIPAA or other federal or state law, or unless such provider has expressly prohibited such re-disclosure.

**APPENDIX T**  
**PRO BOWL INJURY TABLE**

**Category 1 Injuries (\$1 Million)**

1. Torn Anterior Cruciate Ligament – The tear must be high grade and require repair/reconstructive surgery within fifty (50) days of the date of injury (“DOI”).
2. Torn Achilles Tendon – The tear must be high grade and require repair/reconstructive surgery within thirty (30) days of the DOI.
3. Torn Pectoral Tendon – The tear must be a high grade/complete tear and require reconstructive surgery within thirty (30) days of the DOI.
4. Torn Patella Tendon – The tear must be high grade or full thickness tear of one or more of the muscles and require reconstructive surgery within thirty (30) days of the DOI.
5. Torn Rotator Cuff and/or Capsule – The tear must be high grade or full thickness tear of one or more of the muscles and require reconstructive surgery within thirty (30) days of the DOI.
6. Loss of Sight (one eye).
7. Cancer which first manifests itself during Pro Bowl Week and is diagnosed within thirty (30) days of the conclusion of Pro Bowl Week (EXCLUDING skin cancer of any type or form).
8. Heart Attack resulting from physical exertion while participating in covered events during Pro Bowl Week.

**Category 2 Injuries (\$500,000)**

1. Torn Ulnar Collateral Ligament – The tear must require “Tommy John” Surgery within thirty (30) days of the DOI.
2. Torn Proximal and Distal Biceps Tendon – The tear must be a high grade/complete tear and require reconstructive surgery within thirty (30) days of the DOI.
3. Torn Triceps Tendon – The tear must be a high grade/complete tear and require reconstructive surgery within thirty (30) days of the DOI.
4. Deltoid Ligament Tear – The tear must be a high grade/complete tear and require reconstructive surgery within thirty (30) days of the DOI.

5. Torn Hamstring Tendon – The tear must be a high grade/complete tear and require reconstructive surgery within thirty (30) days of the DOI.
6. Torn Adductor Tendon – The tear must be a high grade/complete tear and require repair/reconstructive surgery within thirty (30) days of the DOI.
7. Lisfranc Fracture of the Foot which requires surgery within thirty (30) days of the DOI.

**APPENDIX U**  
**2020 SCHEDULE OF ON-FIELD FINES**

<b>Violation</b>	<b>First Offense</b>	<b>Second Offense</b>
<b>Offense Against Game Official</b>		
Physical Contact with Official *	\$35,096	\$70,194
Verbal or other Non-Physical Offense Against Official *	\$28,075	\$56,156
<b>Player Safety Rules and/or Flagrant Personal Foul</b> (including, without limitation):		
Striking/Kicking/Kneeing	\$10,500	\$15,500
Horse Collar Tackle *	\$15,000	\$20,000
Face Mask	\$10,000	\$15,000
Leg Whip	\$15,000	\$20,000
Late Hit	\$10,000	\$15,000
Use of the Helmet/ Spearing/ Launching *	\$20,000	\$40,000
Hit on Defenseless Player *	\$15,000	\$20,000
Blindside Block *	\$15,000	\$20,000
Roughing the Passer *	\$15,000	\$20,000
Low Block	\$10,500	\$15,500
Chop Block	\$10,500	\$15,500
<b>Fighting</b>		
Fighting *	\$35,096	\$70,194
Leaving Bench Area During a Fight	\$10,500	\$15,500
<b>Sportsmanship</b>		
Unsportsmanlike Conduct	\$12,500	\$17,500
Taunting	\$10,000	\$15,000
Football Into Stands	\$7,000	\$12,000
<b>Uniform</b>		
Foreign Substances on Body/Uniform	\$5,000	\$10,000
Chin Straps/Shoulder Pads/ Thigh, Knee Pads/ Over Built Facemask	\$5,000	\$10,000
Unapproved Visor Tint or Lack of Brand Marks	\$5,000	\$10,000
Personal Messages	\$10,000	\$15,000
Unauthorized Logo/ Branding or Intellectual Property	\$10,000	\$20,000
Uniform Violations (Socks, Jersey, Undergarments etc.)	\$5,000	\$15,000
<b>Gang Signing</b>	Considered conduct detrimental to the League; suspension or fine; severity to be determined in accordance with provisions of the Personal Conduct Policy.	

### Aggravating/Mitigating Factors

The following are required considerations in determining the proper amount of discipline that shall result from the offenses prohibited above:

#### Mitigating:

- No first offense may result in the imposition of a baseline fine in excess of 10% of a player's Salary Cap Count for the game
- Incidental Conduct: reduction of up to 20%

#### Aggravating:

- Egregious Conduct: increase of up to 20%
- Intentional Foul: increase of up to 5%
- Third offense or more in the same league year: Fine in the amount of Player's Salary Cap Count for that game or greater
- Any offense with an "\*" : Player no longer "re-sets" at the conclusion of the season (i.e., these violations will be considered in determining the level of accountability measures imposed for subsequent violations even if they occur in subsequent League Years). All other offenses reset at the end of the season.

Furthermore, any fine imposed for a first offense will be collected in full however, 25% of that fine amount will be held in abeyance until the end of the season and returned if: (i) player participates in remedial training regarding the conduct at issue and (ii) does not receive a second fine for on-field conduct in the same league year.

The criteria for suspension remains the same.

Hearing officers may not deviate from the above schedule. In other words, if the hearing officer determines no violation has occurred, he or she may rescind the fine in its entirety. If the hearing officer determines that a violation has occurred, he or she must also determine whether aggravating or mitigating factors are present and will be bound by the upward or downward deviations outlined above.

Practice Squad Players. A player who is fined for a violation occurring during a preseason game, who is on a Practice Squad at the start of the NFL regular season, will have his fine reduced by 75%. Fines assessed during the preseason will not be collected until the start of the NFL regular season.

## APPENDIX V COMPENSATORY DRAFT SYSTEM

1. Commencing with 2020 free agency signing period, a Compensatory Free Agent (“CFA”) shall be defined as an Unrestricted Free Agent (“UFA”) who: (i) signed with a new Club during the prior free agency signing period (with the 2020 free agency period being the first such “prior free agency signing period” under this appendix) prior to 4:00 p.m., New York time, on the Monday following the NFL Draft for that League Year or whose rights were retained by the prior Club by sending the player the Unrestricted Free Agent tender prior to such time and date; and (ii) ranked within the top 35% of all League players in accordance with the provisions of Paragraph 2 below. Clubs that lose to other Clubs a greater number of CFAs than they sign or acquire from other Clubs shall be eligible to receive a Compensatory Draft Selection in the College Draft to be held in the following League Year subject to the provisions set forth below.

2. The following calculation, based on a player’s Average Yearly Compensation, honors and game participation, shall be used to determine a CFA’s ranking in percentage terms against all players on rosters at the conclusion of a regular season:

(a) All CFAs and all other League players on rosters at the conclusion of the regular season shall be ranked in ascending order by their Average Yearly Compensation, which shall be determined by dividing a player’s Gross Salary for all contract years by the contract’s Maximum Possible Term as defined in Paragraph 9 of this Appendix V. A player’s Gross Salary shall include: (a) signing bonus; (b) option bonus; (c) Paragraph 5 Salary; (d) roster bonus (including per-game bonuses, which shall count in full); and (e) reporting bonus regardless of whether such amounts are earned or considered “likely to be earned.” A player’s Gross Salary shall also include: (a) official performance incentives listed in Exhibits A, B and C of CBA Article 13; (b) salary escalators of any kind; and (c) bonuses within the player’s sole control (e.g., without limitation, offseason workout bonuses, and weight bonuses) that are earned by the player in the first League Year of the contract, or that are considered “likely to be earned,” either upon execution of the contract, or as the result of the year-end netting of incentives. For the purpose of determining a CFA’s ranking among all other League players on rosters at the conclusion of the regular season, players who signed Player Contracts for a prior League Year (i.e., prior to the League Year in which the CFA signed with the new Club), the above calculations shall be modified to include any of the above-listed bonuses, incentives or escalators that are earned by the player in such prior League Years, or that are considered “likely to be earned,” either upon execution of the contract, or as the result of the year-end netting of incentives. Subject to the above definition of Gross Salary, the player with the lowest Average Yearly Compensation shall be ranked first and thereby receive one point, with the second ranked player receiving two points.



(b) All players shall be assigned additional points based on honors or participation, as follows:

- (1) Selected 1st Team ALL NFL by PFWA or 1st Team ALL PRO by AP: 20 points.
- (2) Selected All Conference by PFWA (except if selected ALL NFL or ALL PRO above): 5 points.
- (3) One point for each percent of the total offensive/defensive plays in which the player participated (excluding special teams) provided that the player participated in a minimum of 25% of the offensive/ defensive plays (excluding special teams). For example: 67% participation equals 67 points, 0% to 24.99% participation equals no points. Exception: in the case of punters and place-kickers, 1 point will be awarded for each punt attempted and 1 point for each punt inside the 20-yard line during the regular season for the punters, and 2 points for each field goal attempted and 1 point for each field goal made during the regular season for place-kickers.

(c) The sum of the numerical values in (a) and (b) above shall represent each player's Final Numerical Value.

(d) Each CFA's Final Numerical Value shall be measured in percentile terms against all players' Final Numerical Values to determine the position of a Club's Compensatory Draft Selection, if any.

3. (a) Subject to Paragraph 5 below, only Clubs that have lost more CFAs than they have signed or acquired are eligible to receive Compensatory Draft Selections. The number of Compensatory Draft Selections shall be determined by the Club's net loss of CFAs. If a Club qualifies for a Compensatory Draft Selection by virtue of sustaining a net loss, the position of each such selection shall be determined by offsetting each CFA lost by a Club (beginning with the highest ranked) by a CFA gained in an equal or higher percentile bracket. In each instance where a qualifying Club has lost a CFA and has not gained a corresponding CFA in an equal or higher percentile bracket, the Club shall receive a Compensatory Draft Selection in the Draft round specified under Paragraph 3(b) below. This procedure shall continue until a Club has been awarded Compensatory Draft Selections equal to the net number of CFAs lost. In no event may a Club receive more than four (4) Compensatory Draft Selections in any one year. If a Club qualifies for more than four Compensatory Draft Selections only the four highest selections will be awarded to the Club. If a Club trades for a player who was a CFA during that League Year, whether the player was another Club's CFA or the

acquiring Club's own CFA, the player will be considered a CFA gained by the acquiring Club and will be included in the Compensatory netting process described above.

(b) The Draft round of a Compensatory Draft Selection shall be determined by a CFA's percentile ranking pursuant to 2(d) above and the following provisions:

- (1) Clubs that lost a CFA within the top 5% of all League players shall receive a Compensatory Draft Selection following the last selection in the third round of the College Draft.
- (2) Clubs that lost a CFA below the top 5% and within the top 10% shall receive a Compensatory Draft Selection following the last selection in the fourth round of the College Draft.
- (3) Clubs that lost a CFA below the top 10% and within the top 15% shall receive a Compensatory Draft Selection following the last selection in the fifth round of the College Draft.
- (4) Clubs that lost a CFA below the top 15% and within the top 25% shall receive a Compensatory Draft Selection following the last selection in the sixth round of the College Draft.
- (5) Clubs that lost a CFA below the top 25% and within the top 35% shall receive a Compensatory Draft Selection following the last selection in the seventh round of the College Draft.

4. Notwithstanding the provisions of Paragraph 3(b) above, no Club shall be entitled to a Compensatory Draft Selection before the end of the fifth round for any CFA (excluding quarterbacks) with ten or more Accrued Seasons at the time of signing with his new Club.

5. Notwithstanding Paragraph 3(a) above, if a Club loses the same number of CFAs as it signs or acquires, it will receive a Compensatory Draft Selection if the sum of the Final Numerical Values of all CFAs lost is more than 300 points greater than the sum of the Final Numerical Values of all CFAs signed or acquired by the Club. Any such selection shall occur after all Compensatory Draft Selections at the end of the seventh round have been exercised, but prior to the exercise of any Supplemental Selections under Article 6, Subsection 2(a).

6. If a Club designates a Transition Player or Franchise Player who receives an Offer Sheet, and the designating Club declines to match, the designated player is not a compensable Free Agent. Notwithstanding the immediately preceding sentence: (i) if the designating Club declines to match an Offer Sheet to its designated Franchise Player, the Club shall be entitled to Draft Choice Compensation of two first round selections in the event the player signs with the New Club, as provided in Article 10, Section 2(a)(i); and (ii) if the designating Club declines to match an Offer Sheet to its designated Transition Player, no Draft Choice Compensation shall be made with respect to such player, as provided in Article 10, Section 5.

7. If a Club designates a Transition Player or Franchise Player but withdraws its Tender before the designated player receives an Offer Sheet, and another Club subsequently signs that player, the player shall be a compensable Free Agent if all other requirements are satisfied.

8. No UFA shall qualify as a CFA unless and until the maximum possible term of the player's contract ("Maximum Possible Term") has expired, and all other requirements have been satisfied. The Maximum Possible Term of any Player Contract shall be determined as of the date of such contract's execution and shall include all years of the contract (including, without limitation, option years and voidable years). Notwithstanding the foregoing, a UFA shall qualify as a CFA if the Maximum Possible Term of the player's contract failed to expire solely as the result of a provision stating that a specified contract year or years shall void automatically upon a specified day or date or upon the achievement of a roster condition with no additional contingencies ("Automatic Voidable Year"), unless the expired contract is a renegotiated contract that included a new or earlier Automatic Voidable Year within the Maximum Possible Term of the player's prior contract and such void occurred. For the avoidance of doubt, no UFA shall qualify as a CFA if the Maximum Possible Term of the player's contract is reduced as the result of the player's or the Club's decision to exercise, or not to exercise, any contractual rights, whether individually or in combination. No UFA shall qualify as a CFA if the player's NFL Player Contract is renegotiated to reduce the Maximum Possible Term of the contract. Notwithstanding anything to the contrary in this Paragraph 9, in the event a Club elects not to exercise a Fifth-Year Option under Article 7, Section 7, nothing in Article 6 or this Appendix shall operate to preclude the player from qualifying as a CFA upon expiration of the fourth year of his Rookie Contract if all other requirements are satisfied.

9. In accordance with NFL Player Personnel Rules, if a Club places a player on Reserve/Injured with a "minor" injury, the player must be placed on No Recall waivers (or terminated if he has four or more pension-credited seasons at the conclusion of the previous season) as soon as, in the judgment of the Club, he is physically able to practice or play football. If the Club has not waived or terminated the player's contract as required by this rule because the player has yet to pass the Club's physical examination, with the result that the player's contract expires, the player will not qualify as a compensable Free Agent.

10. Notwithstanding anything to the contrary in Article 6 or this Appendix, a UFA who signs a Veteran Salary Benefit (formerly “Minimum Salary Benefit”) Contract, pursuant to Article 27, Section 2 of this Agreement shall not be a CFA.

11. Notwithstanding anything to the contrary in Article 6 or this Appendix, a UFA who signs a one-year NFL Player Contract that provides for a maximum of \$1.75 million shall not be a CFA (an “Excluded UFA”); provided, however, the signing Club must notify the NFL Management Council upon execution of such Player Contract that the player is being designated as an Excluded UFA pursuant to Article 6 and Appendix V of the CBA, which designation cannot be modified or withdrawn by the Club. The above-stated maximum (\$1.75 million) shall apply to the 2020 and 2021 League Years and thereafter shall increase by \$20,000 on a bi-annual basis (e.g., the maximum during the 2022-2023 League Years shall be \$1.77 million). The one-year contract of an Excluded UFA cannot be renegotiated or extended until after the Club’s final game.

**APPENDIX W**  
**NFL HEAD, NECK AND SPINE COMMITTEE'S**  
**CONCUSSION DIAGNOSIS AND MANAGEMENT PROTOCOL**

**I. Overview of Injury**

A. Introduction

Concussion is an important injury for the professional football player, and the diagnosis, prevention, and management of concussion is important to the National Football League, its players and member Clubs, and the National Football League Players Association. The NFL's Head, Neck and Spine Committee has developed a comprehensive set of protocols regarding the diagnosis and management of concussions in NFL players.

The diagnosis and management of concussion is complicated by the difficulty in identifying the injury as well as the complex and individual nature of managing this injury. Ongoing education of players, NFL team physicians and certified athletic trainers (ATCs) regarding concussion is important, recognizing the evolving advances in concussion assessment and management. The objective of these protocols is to provide medical staffs responsible for the health care of NFL players with a guide for diagnosing and managing concussion.

This document updates and supersedes the initial "NFL Head, Neck and Spine Committee's Protocols Regarding Diagnosis and Management of Concussion," issued in July, 2013, and all subsequent amendments thereto.

B. Concussion Defined

For purposes of these protocols, the term *concussion* is defined as (*adapted from McCrory et al. BJSM '17*):

Sports related concussion ("SRC") is a traumatic brain injury induced by biomechanical forces. Several common features that may be utilized in clinically defining the nature of a concussive head injury include the following:

1. SRC may be caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head.
2. SRC typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over a number of minutes to hours.
3. SRC may result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality is seen on standard structural neuroimaging studies.
4. SRC results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features

typically follows a sequential course. However, in some cases symptoms may be prolonged.

C. Potential Concussion Signs (Observable)

- Any loss of consciousness;
- Impact seizure or “fencing” posture
- Slow to get up following a hit to the head (“hit to the head” may include secondary contact with the playing surface);
- Motor coordination/balance problems (stumbles, trips/falls, slow/labored movement);
- Blank or vacant look;
- Disorientation (e.g., unsure of where he is on the field or location of bench);
- Amnesia, both anterograde and retrograde;
- Clutching of head after contact; or
- Visible facial injury in combination with any of the above.

D. Potential Concussion Symptoms

- Headache;
- Dizziness;
- Balance or coordination difficulties;
- Nausea;
- Amnesia, both anterograde and retrograde;
- Cognitive slowness;
- Light/sound sensitivity;
- Disorientation;
- Visual disturbance; or
- Tinnitus.

**II. NFL Head, Neck and Spine Committee’s Concussion Protocol**

**A. Emergency Action Plan**

Pursuant to Article 39 of the CBA, every Club must have an Emergency Medical Action Plan (EAP), approved by the procedures set forth in that Article. Those procedures require Clubs to have certain medical professionals and to follow certain minimum procedures. Every club medical service provider and unaffiliated medical service provider must be familiar with the EAP applicable to the site in which they are performing services.

## B. Preseason

1. Education: Players and club personnel must be provided with, and must review, educational materials regarding concussion, including the importance of identifying and reporting signs and symptoms to the medical staff. These educational materials shall provide basic facts about concussion, including signs and symptoms, as well as why it is important to report symptoms promptly. Additionally, players must be educated and encouraged to report to the medical staff concussion signs and symptoms that their teammates may experience.
2. Pre-Season Assessment
  - a. Physical Examination: The team physician should use the preseason physical examination to review and answer questions about a player's previous concussions, discuss the importance of reporting any concussive signs or symptoms, and explain the specifics regarding the concussion diagnosis and management protocol. Team doctors should also explain the various roles of the participants in the concussion protocol (e.g., UNCs and INCs).
  - b. Neuropsychological Testing and Baseline Examinations: Every player must be given a baseline physical examination as part of his preseason physical examination which shall include a traditional neurological examination and Baseline NFL Locker Room Comprehensive Concussion Assessment (Attachment B). This information shall be used in evaluating the player if he subsequently sustains a concussion during the season. Each player is also required to have a baseline neuropsychological test. Computerized forms of neuropsychological testing are used, but it is also acceptable to perform standard paper and pencil testing or to utilize a combination of the two. Neuropsychological testing should be administered every three (3) years unless a player sustains a concussion in which case a new baseline examination should be administered prior to the start of the season following the season in which he sustained a concussion.

## C. Game Day Concussion Diagnosis and Management

1. Definitions/Responsible Parties
  - a. **Sideline Unaffiliated Neurotrauma Consultant (“Sideline UNC”)**

During games, each team will be assigned a Sideline Unaffiliated Neurotrauma Consultant (“Sideline UNC”) by the NFL Head, Neck and Spine Committee and approved by the NFL Chief Medical Officer and the NFLPA Medical Director. Each Sideline UNC shall be a physician who is impartial and independent from any Club, is board certified in

neurology, emergency medicine, physical medicine and rehabilitation, or any primary care CAQ sports medicine certified physician or board eligible or board certified in neurological surgery and has documented competence and experience in the treatment of acute head injuries (as evidenced by no less than monthly treatment of such patients). A Sideline UNC shall be present on each sideline during every game and shall be (i) focused on identifying symptoms of concussion and mechanisms of injury that warrant concussion evaluation, (ii) working in consultation with the Head Team Physician or designated TBI team physicians to implement the concussion evaluation and management protocol (including the Locker Room Comprehensive Concussion Assessment Exam) during the games, and (iii) present to observe (and collaborate when appropriate with the team physician) the Sideline Concussion Assessment Exams performed by club medical staff. These unaffiliated consultants also will be available to assist in transportation to an appropriate facility for more advanced evaluation and/or treatment as needed based on the EAP. These consulting physicians will work with the team's medical staff and will assist in the diagnosis and care of the concussed player. The team physician/UNC unit will be co-located for all concussion evaluations and management both on and off the field.<sup>2</sup> The Sideline UNC may present his/her own questions or conduct additional testing and shall assist in the diagnosis and treatment of concussions. Regardless, the responsibility for the diagnosis of concussion and the decision to return a player to a game remains exclusively within the professional judgment of the Head Team Physician or the team physician assigned to managing TBI. The Sideline UNC will also be present for sideline evaluations for neuropraxia ("stingers" or "burners") and other potential neck injuries.

**b. Video Unaffiliated Neurotrauma Consultant**

During games, a third Unaffiliated Neurotrauma Consultant, selected by the NFL Head, Neck and Spine Committee and approved by the NFL Chief Medical Officer and the NFLPA Medical Director, will be assigned to a stadium booth with access to multiple views of video (including, the live broadcast feed and audio) and replay to aid in the recognition of

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<sup>2</sup> Should the Sideline UNC be unavailable to participate in the sideline evaluation (i.e., the Sideline UNC is treating another player in the locker room or accompanying an injured player to the hospital in accordance with the EAP), the club physician may request to conduct the assessment with the second Sideline UNC who is present on the opposing team's sideline.



injury (“Booth UNC”). The Booth UNC will be co-located with the Booth ATC Spotter (see below). Each Booth UNC shall be a physician who is (i) impartial and independent from any Club, (ii) is board certified in neurology, emergency medicine, physical medicine and rehabilitation, or any primary care CAQ sports medicine certified physician or board eligible or board certified in neurological surgery and (iii) has documented competence and experience in the treatment of acute head injuries (as evidenced by no less than monthly treatment of such patients). Booth UNC’s must follow the NFL Concussion Protocol and are charged with monitoring all available video feeds and the network audio to identify players who may require additional medical evaluation. Prior to the start of the game, Booth UNC’s will introduce themselves to the medical staffs for both teams to discuss protocol and confirm that all communication devices are operational.

When the Booth UNC observes a player who is clearly unstable or displays any other Potential Concussion Signs (defined in Section I.C. above) following a mechanism of injury (e.g., a hit to the head or neck), he/she will contact the club physician and Sideline UNC by radio to ensure that a concussion evaluation is undertaken on the sideline. The club medical staff will then verify to the Booth UNC that the evaluation has been performed. The Booth UNC shall note the time of his initial contact with the club medical staff and Sideline UNC alerting them of the need for further evaluation and also the time of the communication from the club medical staff and Sideline UNC confirming that an evaluation has been performed. This information is to be conveyed in the Booth UNC report following the game. If the Booth UNC observes a player who he/she has flagged for medical evaluation return to the game prior to receiving the confirmation from the club’s medical staff that an evaluation was conducted, he/she shall notify the Booth ATC Spotter who shall call a Medical Time-Out (see below). For purposes of clarity, this is intended to serve as a redundant communication from the Booth ATC Spotter with the club physician or Sideline UNC to confirm that a concussion evaluation has been performed. If no such confirmation is provided, the Booth ATC Spotter is required to call a Medical Time-Out to assure the concussion evaluation occurs.

Booth UNC’s shall file a report of their activities following each game for review by the Chairperson of the NFL Head, Neck and Spine Committee, NFL Chief Medical Officer and NFLPA Medical Director.

For the avoidance of doubt, the responsibility for the diagnosis of concussion and the decision to return a player to a game remains

exclusively within the professional judgment of the Head Team Physician or the team physician assigned to managing TBI.

c. **Booth Certified Athletic Trainer Spotter (“Booth ATC Spotter”)**

Two certified athletic trainers will be assigned to a stadium booth with access to multiple views of video and replay to aid in the recognition of injury (“Booth ATC Spotter”). Booth ATC Spotters will follow the NFL Concussion Protocol and are charged with monitoring the game, both live and via video feed, to identify players that may require additional medical evaluation. Prior to the start of the game, Booth ATC Spotters will introduce themselves to the medical staff for both teams to discuss protocol and confirm that all communication devices are operational. The Booth ATC Spotters, Sideline and Booth UNCs and the team physician shall be connected by radio communication. The Booth ATC Spotters shall also be connected to the on-field game officials by radio communication. The teams’ medical personnel may initiate communication with the spotter to clarify the manner of injury. The sideline medical staff will be able to review the game film on the sidelines to obtain information on particular plays involving possible injury.

When the Booth ATC Spotter observes a player who is clearly unstable, or displays any other Potential Concussion Signs (defined in Section I.C. above) following a mechanism of injury (e.g., a hit to the head or neck), he/she will contact the team physician and Sideline UNC by radio to ensure that a concussion evaluation is undertaken on the sideline. The club medical staff will then verify to the Booth ATC Spotter that the evaluation has been performed. The Booth ATC Spotter shall note the time of his initial contact with the club medical staff and Sideline UNC alerting them of the need for further evaluation and also the time of the communication from the club medical staff and Sideline UNC confirming that an evaluation has been performed. This information is to be conveyed in the Booth ATC Spotter’s report following the game. If the Booth ATC Spotter observes a player who he has flagged for medical evaluation return to the game prior to receiving the confirmation from the team’s medical staff that an evaluation was conducted, the Booth ATC Spotter shall call a Medical Time-Out (see below). For purposes of clarity, this is intended to serve as a redundant communication from the Booth ATC Spotter with the team physician or Sideline UNC to confirm that a concussion evaluation has been performed. If no such confirmation is provided, the Booth ATC Spotter is required to call a Medical Time-Out to assure the concussion evaluation occurs.

Booth ATC Spotters shall file a report of their activity following each game for review by the Chairperson of the NFL Head, Neck and Spine Committee, NFL Chief Medical Officer and NFLPA Medical Director.

2. Game Day Symptoms/Return to Play

- a. **“No-Go” Signs and Symptoms.** If a player exhibits or reports any of the following signs or symptoms of concussion, he must be removed immediately from the field of play and transported to the locker room. If a neutral sideline observer or a member of the player’s club’s medical team observes a player exhibit or receives a report that a player has experienced any of the following signs or symptoms, the player shall be considered to have suffered a concussion and may not return to participation (practice or play) on the same day under any circumstances:

- i. Loss of Consciousness (including Impact Seizure and/or “fencing posture”)
- ii. Gross Motor Instability (GMI), identified in the judgment of the club medical staff in consultation with the Sideline UNC, who observe the player’s behavior, have access to the player’s relevant history and are able to rule out an orthopedic cause for any observed instability
- iii. Confusion
- iv. Amnesia

b. **NFL Sideline Concussion Assessment (Sideline Survey)**

If a player exhibits or reports a sign or symptom of concussion (defined above) or a concern is raised by the club’s athletic trainer, team physicians, Booth ATC Spotter, coach, teammate, game official or Sideline or Booth Unaffiliated Neurotrauma Consultant (collectively referred to as “gameday medical personnel”) the player must be immediately removed to the sideline or stabilized on the field, as needed, the player’s helmet must be taken away from him, and the player must undergo the entire NFL Sideline Concussion Assessment<sup>3</sup> which, at a minimum, must consist of the following:

- i. A review of the “No-Go” criteria reviewed above (Loss of Consciousness (including impact seizure and/or “fencing

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<sup>3</sup>The team physician/UNC unit will be co-located for all concussion evaluations and management both on and off the field. The Sideline UNC may present his/her own questions or conduct additional testing and shall assist in the diagnosis and treatment of concussions.

posture”), Gross Motor Instability (as defined above) Confusion, and Amnesia), which, if present, requires the player to be brought to the locker room immediately and he shall not return to play;

- ii. Inquiry regarding the history of the event;
- iii. Review of concussion signs and symptoms (See, Section I (C and D));
- iv. All Maddock’s questions;
- v. Complete Video Review of the injury (detailed below), including discussion with the Booth UNC; and
- vi. Focused Neurological Exam, inclusive of the following:
  - (A) Cervical Spine Examination (including range of motion and pain);
  - (B) Evaluation of speech;
  - (C) Observations of gait; and
  - (D) Eye Movements and Pupillary Exam.

The foregoing shall be (i) conducted inside the medical evaluation tent on the sideline and (ii) performed using the tablet or other technology assigned by the NFL, and completion of each component of the Sideline Survey shall be confirmed using the same. If *any* elements of the sideline assessment are positive, inconclusive, or suspicious for the presence of a concussion, the player must be escorted to the locker room immediately for the complete NFL Locker Room Comprehensive Concussion Assessment. Also, if the player demonstrates worsening or progressing symptoms at any point, he is to be brought to the locker room for the complete NFL Locker Room Comprehensive Concussion Assessment. Only medical personnel deemed essential to the health care of the athlete may be present for the tent and/or locker room evaluation. This includes the team physician best qualified to evaluate concussion, the team athletic trainer, and the Sideline UNC. The Sideline UNC may present his/her own questions or conduct additional testing.

If, upon completing the Sideline Survey, the medical staff concludes that the player *did not* sustain a concussion, then the player may return to play.

Suggested best practices for concussion assessment include periodic checks by the team physician, Sideline UNC or others with the player to determine whether he has developed any of the signs of symptoms of concussion that would necessitate a locker room evaluation.

#### Sideline UNC Involvement in Sideline Concussion Assessment:

1. The team physician will consult in private with the members of his/her team's medical staff designated to identify, diagnose and treat concussions, the Sideline UNC and, as necessary, the club's ATC, prior to making his/her decision regarding whether the player will return to the game.
2. If the team physician determines that the player shall not return to play (based on the criteria listed in Section 2.a. above) and therefore there is no need to complete the Sideline Concussion Assessment, the team physician and the Sideline UNC shall accompany the player to the locker room to evaluate the player using the Locker Room Comprehensive Concussion Evaluation (see below) for serious injury, treat the player, or activate the EAP if indicated.
3. The team physician remains responsible for all final decisions regarding Return-to-Play. However, the team physician will consult with his/her Sideline UNC team member prior to reaching his/her decision. If the Sideline UNC disagrees with the team physician's decision to return the player to play or remove the athlete, the Sideline UNC will be given an opportunity to explain the basis of his/her opinion. This will be discussed in a collegial fashion in private as to why that the player should or should not be returned to the game. The team physician will communicate his final decision to the player.
4. As soon as practical, following the evaluation, the Sideline UNC shall notify the Booth ATC Spotter that an evaluation was conducted.

#### **c. NFL Locker Room Comprehensive Concussion Assessment (Locker Room Exam)**

The NFL Locker Room Comprehensive Concussion Assessment is the standardized acute evaluation that has been developed by the NFL's Head Neck and Spine Committee to be used by teams' medical staffs and designated Sideline Unaffiliated Neurotrauma Consultant to evaluate potential concussions during practices and on game day. This evaluation is based on the Standardized Concussion Assessment Tool (SCAT 5) published by the International Concussion in Sport Group (McCroly '17), modified for use in the

NFL and consistent with the SCAT5 published in 2017 (Attachment A). The NFL Locker Room Comprehensive Concussion Assessment can be used to aid in the diagnosis of concussion even if there is a delayed onset of symptoms. The ongoing use of the Locker Room Comprehensive Concussion Assessment in conjunction with the preseason baseline testing provides a comprehensive and detailed picture of each athlete's injury and recovery course. Being able to compare the results from the NFL Locker Room Comprehensive Concussion Assessment to the baseline information obtained in the preseason improves the value of this instrument. Clubs shall maintain all NFL Locker Room Comprehensive Concussion Assessment exams and a copy of the same shall be given to both the player and the team medical staff.

In all circumstances, the team physician responsible for concussion evaluation or other physician designated by the team physician (e.g., neurosurgeon or Neurotrauma Consultant) shall assess the player in person in conjunction with the Sideline Unaffiliated Neurotrauma Consultant (Sideline UNC). The team physician shall be responsible for determining whether the player is diagnosed as having a concussion.

The athlete may have a concussion despite being able to complete the NFL Locker Room Comprehensive Concussion Assessment "within normal limits" compared to their baseline, due to the limitations of the Assessment. Such limitations underscore the importance of knowing the athlete and the subtle deficits in their personality and behaviors that can occur with concussive injury.

The signs and symptoms of concussion listed above (Section I, C and D), although frequently observed or reported, are not an exhaustive list. The NFL Locker Room Comprehensive Concussion Assessment is intended to capture these elements in a standardized format. The neurocognitive assessment in the NFL Locker Room Comprehensive Concussion Assessment is brief and does not replace more formal neuropsychological test data. A balance assessment is an important component of the NFL Locker Room Comprehensive Concussion Assessment, and has been validated as a useful adjunct in assessing concussive injury.

### 3. Medical Time-Out

In the event the Booth ATC Spotter: (i) has clear visual evidence that a player displays obvious signs of disorientation, is clearly unstable, or displays other obvious sign of concussion; or (ii) is notified by the

Booth UNC that the Booth UNC has requested that a sideline evaluation be conducted; and (iii) it becomes apparent that the player will remain in the game and not be attended to by the club's medical or athletic training staff, then the Booth ATC Spotter will take the following steps:

1. If the player does not receive immediate medical attention, contact the Referee over the Official-to-Official communication system to identify the player by his team and jersey number.
2. Contact the medical staff of the player involved and advise that the player appears to need medical attention.
3. The Booth ATC Spotter shall remain in contact with the medical staff until the medical staff confirms that a concussion evaluation has occurred or is underway. It is the Booth ATC Spotter's responsibility to confirm that a concussion evaluation has occurred prior to the player returning to play. As detailed above, if a Booth ATC Spotter observes a player returning to the game without receiving express confirmation that an evaluation has occurred, the Booth ATC Spotter shall signal to the official for a Medical Time-Out.

Upon being called by the Booth ATC Spotter, the Referee will immediately stop the game, go to the player in question, and await the arrival of the club's medical personnel to ensure that the player is attended to and escorted off the field. The game and play clock will stop (if running), and remain frozen until the player is removed from the game. Both clocks will start again from the same point unless the play clock was inside 10 seconds, in which case it will be reset to 10. The team of the player being removed will have an opportunity to replace him with a substitute, and the opponent will have an opportunity to match up as necessary. No communication via coach-to-player headsets will be permitted during the stoppage; no member of the coaching staff may enter the playing field; and no player other than the player receiving medical attention may go to the sideline unless a substitute player has replaced him.

Once removed from the field, the team medical staff will conduct an evaluation of the player as required by the governing Protocols before making any decision regarding the player's eligibility to return to play. The medical staff will make the return-to-play decision consistent with the NFL Protocols. In no instance will this evaluation period last less than one play, unless there is an extended delay unrelated to the player's removal from the game (i.e., timeout, two-minute warning,

penalty, etc.). An injury timeout will not be charged to a team who has a player removed during this process.

Following the game, both the Sideline UNC and team physician are required to document each step outlined above and their conclusions regarding the player's status. The Sideline UNC report shall detail each evaluation, including interactions with players and members of the club medical staff, and will be sent to the NFL Chief Medical Officer and NFLPA Medical Director following the game.

4. Madden Rule

On game day, per the Madden Rule, a player diagnosed with a concussion must be removed from the field of play and observed in the locker room by qualified medical personnel. The Madden Rule is intended to protect the players by providing a quiet environment, with appropriate medical supervision, to permit the player time to recover without distraction. Once a player is diagnosed with a suspected concussion, he is not permitted to meet or talk to the press until he is medically cleared.

5. Additional Evaluations and Follow Up

- a. A player diagnosed with concussion should have the entire sideline exam performed on the day of injury. The components of the NFL Locker Room Comprehensive Concussion Assessment may be performed at different times on the day of the injury depending on the individual situation (e.g., exceptions for a player who is transported to the emergency department), and an assessment should be repeated prior to discharge home or prior to transportation home following an away game.
- b. Performing serial concussion evaluations may be useful because concussive injury can evolve and may not be apparent for several minutes or hours. Even if a player passes an initial concussion assessment and is returned to practice or play, he must be checked periodically during practice or play and again before leaving the venue. Components of the NFL Locker Room Comprehensive Concussion Assessment may be utilized in the performance of such evaluations:
  - i. The results of subsequent exams by the team physician should be communicated to the Sideline UNC in the spirit of "concussion team" cooperation and patient safety, especially if the Sideline UNC is not immediately present.
  - ii. Should the sideline examination reveal a change in the player's condition, the team physician/UNC team will be re-assembled and perform subsequent locker room evaluation.



- iii. It is important to recognize that players may be able to equal or exceed their performance under the Locker Room Comprehensive Concussion Assessment compared to their baseline level yet still have a concussion, underscoring the importance of the physicians' knowledge of the player. If there is any doubt about the presence of a concussion, regardless of the Locker Room Comprehensive Concussion Assessment results, the player is to be removed from practice or play. A player diagnosed with concussion will be given "take home" information (e.g. signs and symptoms to watch for, emergency phone numbers) as well as follow up instructions.
- iv. All players who undergo any concussion evaluation on game day shall have a follow up concussion evaluation done the following day by a member of the medical staff. This includes players with both a "positive" and a "negative" initial assessment. The follow up exam should ideally be performed by the same physician who saw the patient on game day, but this may not always be possible. If not, then another member of the club's medical staff may see the patient, who should coordinate their findings with the initial examining physician.

At a minimum, the follow up exam should consist of the a) focused neurological examination and b) complete symptom checklist. If symptoms and/or neurological examination are abnormal when compared to baseline, the Locker Room Concussion Evaluation should be performed.

### **III. NFL Concussion Game Day Checklist**

The NFL Concussion Game Day Checklist is intended to provide a clear summary of the steps required by NFL Head, Neck and Spine Committee's Concussion Diagnosis and Management Protocol, with regard both to Sideline Survey and the Locker Room Exam. The NFL Concussion Game Day Checklist (Attachment C) is incorporated herein by reference. The application of the NFL Concussion Game Day Checklist to evaluate potential concussions during NFL preseason and regular season games is *mandatory*. Designated medical personnel (team physicians and athletic trainers, Sideline and Booth UNCs, and Booth ATC Spotters must complete their designated steps in the NFL Concussion Game Day Checklist and record the same using the designated technology (i.e., C3Logix system on tablet or other technologies which may be developed). A Club medical team's failure to properly apply the NFL Concussion Checklist may subject their Club to discipline.

## **IV. Return to Participation Protocol**

### Introduction

Each player and each concussion is unique. Therefore, there is no set time-frame for return to participation or for the progression through the steps of the graduated exercise program set forth below. Recovery time will vary from player to player. The decision to return a player (hereinafter referred to as the “player-patient”), to participation remains within the professional judgment of the Head Team Physician or team physician designated for concussion evaluation and treatment, performed in accordance with these Protocols. All return to full participation decisions are to be confirmed by the Independent Neurological Consultant (INC).<sup>4</sup> The INC should be informed when a concussion occurs and, if (s)he was not serving as the UNC that observed the initial diagnosis on the field, should see the player as soon as possible following diagnosis and should be updated throughout the process to facilitate the clearance process at Step Five. The team physician may consult with the INC as often as desired during the concussion recovery period. The INC will be consulted specifically to answer the question of the player-patient’s neurological health and his full return to competitive participation (see Step 5 below). The final clearance for return to play is a decision made by the team’s medical staff and must be confirmed by the INC.

After a player-patient has been diagnosed with a concussion, he must be monitored daily, or more frequently if clinically indicated in the opinion of the team physician, through the Return-to-Participation Protocol (described below). Team medical staff should consider the player-patient’s current concussive injury, including an in-depth consideration of past exposures, medical history, family history, and future risk in managing the player-patient’s care.

After having been diagnosed with a concussion, the player-patient must progress through the following protocol to return to participation. A player-patient may proceed to the next step in the protocol only after he has demonstrated tolerance of all activities in his current step without recurrence of signs or symptoms of concussion being observed or reported. Should the activities of a step trigger recurrence of signs or symptoms of concussion, those activities should be discontinued and the player-patient returned to the prior step in the protocol. The player-patient must remain at his pre-concussion baseline level of signs

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<sup>4</sup> The Independent Neurological Consultant (INC) must be impartial and independent from the player’s club, and be board certified or board eligible in neurology, neurological surgery, emergency medicine, physical medicine and rehabilitation, or any primary care CAQ sports medicine certified physician and has documented competence and experience in the treatment of acute head injuries (as evidenced by no less than monthly treatment of such patients). Each club must designate one INC at the start of the league year, which must be approved by the NFL Chief Medical Officer and NFLPA Medical Director. For the avoidance of doubt, a UNC may also serve as an INC. Neither a UNC nor an INC may have any affiliation with an NFL team.

and symptoms during the exertion itself, as well as for a reasonable period of time afterward. What constitutes a reasonable amount of time shall be determined on a case-by-case basis by the team physician. Depending on the severity of the concussion and the time required for return to baseline, the progression through the steps may be accelerated. Communication between the medical staff and the player-patient is essential to determining the progression through the steps of the protocol.

### **The Return-To-Participation Protocol:**

#### **Step One: Rest and Recovery**

This is the physical and relative cognitive rest step. The player-patient is prescribed rest, limiting or, if necessary, avoiding activities (both physical and cognitive) which increase or aggravate symptoms until his signs and symptoms and neurologic examination, including cognitive and balance tests, return to baseline status. During this step, the player-patient may engage in limited stretching and balance activity as tolerated at the discretion of the medical staff. Should additional issues present, the team physician should consider external consultation or additional diagnostic examinations.

Once the player-patient is at his baseline level of signs and symptoms and neurological examination, he may be cleared to proceed to the next step.

Neurocognitive testing is administered to assess the player-patient's level of cognitive function and identify any acute / subacute deficits that would affect his ability to resume normal activities. Neurocognitive testing can be introduced any time after completing Step One, or during Steps Two or Three, as long as it is completed prior to the initiation of contact activities. The timing of neurocognitive testing is up to the team physician with consultation from the team's neuropsychology consultant. All neurocognitive tests are to be interpreted by the team's neuropsychology consultant, with the results communicated to the team physician.

#### **Step Two: Light Aerobic Exercise**

Step Two involves the initiation of a graduated exercise program. Under the direct oversight of the team's medical staff, the player-patient should begin graduated cardiovascular exercise (e.g., stationary bicycle, treadmill) and may also engage in dynamic stretching and balance training. The duration and intensity of all activity may be gradually increased so long as the player-patient remains at baseline while performing the activity and for a reasonable period thereafter. If there is recurrence of signs or symptoms the activity should be discontinued. He may attend regular team meetings and engage in film study.

If neurocognitive testing was not administered during Step One, it should be administered during Step Two or Three. If a player-patient's initial neurocognitive testing is not interpreted as back to baseline by the consulting team neuropsychologist, the tests will be repeated at a time interval agreed upon by the team physician and consulting team neuropsychologist (typically 48 hours). Additionally, a comprehensive evaluation of potential non-injury related causes of a noted neuropsychological decrement should be performed by the team physician. An athlete may be allowed to participate in non-contact activities even if their neurocognitive

testing is interpreted as abnormal. The player-patient should not proceed to contact activities until their neurocognitive testing is interpreted as having returned to their baseline level by the consulting team neuropsychologist or, if a decrement persists, until the team physician has determined that this is not due to the concussion. The need and time interval for additional testing will be determined by the team physician, in consultation with the team's neuropsychology consultant, based on the clinical status of the player-patient.

Once the player-patient has demonstrated his ability to engage in cardiovascular exercise without recurrence of signs or symptoms, he may proceed to the next step.

### **Step Three: Continued Aerobic Exercise & Introduction of Strength Training**

The player-patient continues with supervised cardiovascular exercises that are increased and may mimic sport specific activities, and supervised strength training is introduced. Some may consider this step as a continuation of Step Two. If neurocognitive testing was not administered after Step One, or during Step Two, it should be administered during Step Three. If a player-patient's initial neurocognitive testing is not interpreted as back to baseline by the consulting team neuropsychologist, the tests will be repeated at a time interval agreed upon by the team physician and consulting team neuropsychologist (typically 48 hours). A player-patient may be allowed to participate in non-contact activities even if his neurocognitive testing is interpreted as abnormal. The player-patient should not proceed to contact activities until their neurocognitive testing is interpreted as back to their baseline level by the consulting team neuropsychologist or, if a decrement is still present, until the team physician has determined a non-concussion related cause. The determination of when to proceed with contact activities is ultimately made by the team physician.

Once the player-patient has demonstrated his ability to engage in cardiovascular exercise and supervised strength training without recurrence of signs or symptoms, he may proceed to the next step.

### **Step Four: Football Specific Activities**

The player-patient may continue cardiovascular conditioning, strength and balance training and participate in non-contact football activities such as throwing, catching, running and other position-specific activities. All activities at this step remain non-contact. (e.g., no contact with other players or objects, such as tackling dummies or sleds).

If the player-patient is able to tolerate all football specific activity without a recurrence of signs or symptoms of concussion and his neurocognitive testing has returned to baseline, he may be moved to the next step in the sequence.

### **Step Five: Full Football Activity/Clearance**

After the player-patient has established his ability to participate in non-contact football activity including team meetings, conditioning and non-contact practice without recurrence of signs and symptoms and his neurocognitive testing is back to baseline, the team physician may clear him for full football activity involving contact. Once cleared by the team physician, the player-patient may participate in all aspects of practice. If the player-patient tolerates full participation practice and contact without signs or symptoms and the team physician

concludes that the player-patient's concussion has resolved, he may clear the player-patient to return to full participation. For the avoidance of doubt, if a player cannot participate in practice or full contact with other players due to the time of year and/or rules imposed by the Collective Bargaining Agreement, simulated contact activity will suffice to satisfy this step. Upon clearance by the team physician, the player must be examined by the INC assigned to his Club. The INC must be provided a copy of all relevant reports and tests, including the Sideline and Booth UNC reports, the Booth ATC Spotter report and team injury reports, and have access to video of the injury, where applicable, and the player-patient's neurocognitive tests and interpretations. If the INC confirms the team physician's conclusion that the player-patient's concussion has resolved, the player-patient is considered cleared and may participate in his Club's next game or practice.

**Table 1. An Example of a Graduated Exertion Protocol\*#**

Steps	Activity	Objective
1. Rest & Recovery	Routine daily activities as tolerated.	Recovery
2. Light Aerobic Exercise	10-20 minutes on a stationary bike or treadmill with light to moderate resistance supervised by the team's athletic trainer. No resistance training or weight training. Duration and intensity of the aerobic exercise can be gradually increased over time if no symptoms or signs return during or after the exercise.	Cardiovascular challenge to determine if there are any recurrent concussion signs or symptoms.
3. Continued Aerobic Exercise and Introduction of Strength Training	With continued supervision by the athletic trainer, increase the duration and intensity of the aerobic exercise (e.g., more intense or longer time on the bike or treadmill, introduction of running and sprinting) and introduction of non-contact sport specific conditioning drills (e.g., changing direction drills, cone drills). Introduction of strength training supervised by the athletic trainer.	Progress cardiovascular exercise, add strength training and more complex movements to determine if there are any recurrent concussion signs or symptoms.
4. Football Specific Activities	Participation in all non-contact activities for the typical duration of a full practice.	Increasing football specific demands to determine if there are any recurrent concussion signs or symptoms. Add the cognitive load of playing football.
5. Full Football Activity / Clearance	Full participation in practice and contact without restriction.	Tolerance of all football activities without any recurrent concussion signs or symptoms.

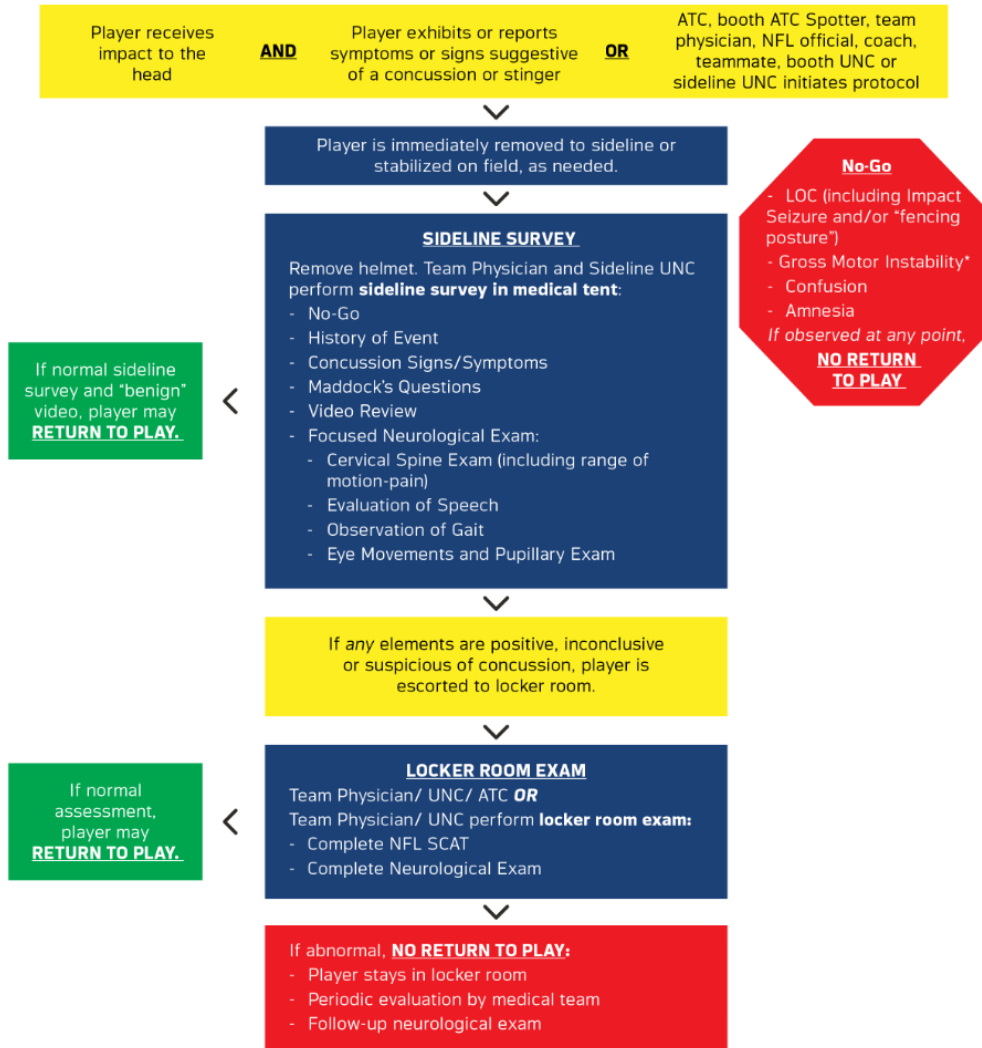
\*This Table serves as a guideline. Specifics will depend on each player's situation. There is no set timeline for return to play or progression through the protocol

#Adapted from the 4<sup>th</sup> International Concussion in Sport Conference. McCrory P, Meeuwisse WH, Aubry M, et al. Br J Sports Med, 2013;47:250–258.

### Summary

In summary, these protocols for the diagnosis and management of concussion including pre-season education and assessment, practice and game management protocols, and return to play requirements, provide a comprehensive approach to concussion diagnosis and management for the NFL player.

# CONCUSSION GAME DAY CHECKLIST



During above checklist, if player demonstrates progressive/ worsening concussion symptoms -> **No Return to Play**

\* Determined by team physician, in consultation with the UNC, to be neurologically caused

Revised June 2018



## APPENDIX X NFL PLAYER SCIENTIFIC & MEDICAL RESEARCH PROTOCOL

This Appendix outlines the authorizations required and sets forth the protocols to obtain the requisite approval for the dissemination and use of NFL player injury data and related information for research. Each request must follow the steps outlined in the relevant section below — a failure to obtain the necessary consent/approval at any step in the process will result in the request being denied (i.e., where the approval of multiple parties is required, the denial by any one party will result in the request being denied).

Every Club is responsible for distributing this Protocol to its medical team. Failure to obtain the approvals required prior to initiating a research project or disseminating NFL Player medical data will subject the Club to sanctions at the discretion of the Commissioner. In addition, failure by a member of an NFL medical or scientific research committee to obtain required approvals prior to the initiation of a research project or dissemination of NFL Player medical data without the required approval will result in that member being removed from the committee.

### I. Active/Interventional Player Research

Club-related or third-party request to conduct “active” or interventional research on an NFL Player or Players (e.g., conducting diagnostic tests for the purpose of gathering data rather than as clinically or medically indicated; circulating questionnaires or interviewing Player or Players directly; or administering any form of medication and/or blood testing for the purpose of the research rather than as clinically or medically indicated).

#### Approvals Required (In Sequence):

*NFL Medical Committee (and assignment of individual committee member for oversight)*

*Mt. Sinai or other University-affiliated Institutional Review Board (IRB)*

*NFL Players Association Legal*

*NFL Management Council Legal*

*NFLPA Medical Director*

*NFL Chief Medical Officer*

*NFL EVP Health and Safety Initiatives*

*Individual NFL Player Participant - Consent Required (using form approved by Mt. Sinai or other University-affiliated IRB and NFLPA)*

#### Data Dissemination Permitted:

*Data or analysis may be shared outside of the Club provided: (a) IRB approval is attained and current; (b) Player privacy concerns are addressed with prior notice to and approval as set forth above by the NFL, NFLPA and relevant medical committee(s); and (c) notification and dissemination of findings and reports to aforementioned parties is provided 60 days prior to submission and 30 days prior to publication (final paper upon acceptance).*

The process to conduct active or interventional research on NFL Players, prior to study start, is as follows:

1. The NFL Chief Medical Officer will review the proposal and assign to the relevant NFL medical/scientific committee for review
2. Obtain the approval and “sponsorship”<sup>5</sup> of the relevant NFL medical committee through submission of full protocol;
3. Share proposed Institutional Review Board (IRB) submission with NFL Management Council Legal and NFLPA Legal;
4. Obtain the approval of the Mt. Sinai or other University-affiliated IRB;
5. Obtain the written consent of the Player(s) involved (using a form approved by the relevant IRB, NFL medical committee, NFLPA Legal and NFL Management Council Legal);
6. Obtain the approval of NFLPA Legal, by providing the required information through the NFL MRAP website;
7. Obtain approval of the NFLPA Medical Director;
8. Obtain the approval of NFL Management Council Legal (also via the NFL MRAP website);
9. Obtain the approval of the NFL Chief Medical Officer;
10. Obtain the approval of the NFL EVP Health and Safety Initiatives.

The approvals will be processed through the NFL MRAP website. Once the project has successfully completed all nine steps of the approval process, it may begin. Player participation in any research project must be and remain entirely voluntary; Players will retain the right to withdraw their consent at any time and no longer participate in the research project.

Prior to publication or presentation of results, the researcher shall send a draft of the report or manuscript regarding the study to the NFL (NFL Chief Medical Officer and NFL Management Council Legal) and the NFLPA to ensure that any Player privacy concerns are appropriately addressed. This must occur 60 days prior to submission and 30 days prior to publication (final paper upon acceptance), and applies to any abstracts or presentation given or submitted based on the study. The NFL and NFLPA may offer non-binding comments but shall not have editorial control or input.

Should an NFL Club Physician engage in active or interventional Player research without obtaining the requisite approvals described above, it may result in discipline being imposed against the Club with which that physician is affiliated—in addition to other such remedies that may be available to individual Players or CBA claims by the NFLPA.

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<sup>5</sup> Once an active research project obtains the approval of the relevant NFL medical committee, that committee shall designate one of its members to serve as the “sponsor” of the research project. The project sponsor is responsible for monitoring the progress of the research and periodically reporting back to the larger committee. The project sponsor shall also serve as the liaison between the researcher and the NFL for any logistical issues.

## II. NFL Club Physician EMR Data Request—Internal/Club Use Only

### Approvals Required (In Sequence):

*IQVIA feasibility review*

*NFL Management Council Legal*

*NFL Chief Medical Officer*

*NFL EVP Health and Safety Initiatives*

### Data Dissemination Permitted:

*Data or analysis may not be shared outside of the Club in any form.*

The process for application for and conduct of NFL Club Physician EMR-based research is as follows:

Each NFL Club may access the data related to its own Players. (Clubs may not obtain identified data related to players on other Clubs). Clubs may request analysis of their own Player data by submitting the request form, attached at Appendix A to IQVIA, which will comment on the feasibility and resources needed for the project. The requesting Club must also submit a proposal through the NFL MRAP website. IQVIA's comments and the request form will then be forwarded to NFL Management Council Legal, the NFL Chief Medical Officer and the NFL EVP Health and Safety Initiatives for approval. The project will pass through the approvals required as set forth above, via the NFL MRAP website. Projects will be approved and prioritized according to the complexity of the analysis and availability of resources. The NFL reserves the right to require the individual Club to pay for the analysis. Data produced under this section may not be disclosed to anyone who is not affiliated with the Club. In other words, a Club medical team member may not use data produced under this section in any publication or presentation to any audience outside of the Club.

## III. NFL Medical Committee Member — Internal Committee Use Only — De-Identified Data

Data requested by an individual NFL medical committee member for review by the larger committee or to identify potential issues<sup>6</sup>. NO public dissemination permitted.

### Approvals Required (in sequence):

*IQVIA feasibility review*

*NFL Management Council Legal*

*NFL Chief Medical Officer*

*NFL EVP Health and Safety Initiatives*

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<sup>6</sup> A committee member or chairperson may request access to data to consider for broader distribution to the committee by simply contacting the NFL CMO and IQVIA. Should the committee member/chairperson conclude that the broader committee would benefit from distribution of the data- the protocol reflected in this Section shall apply.

\*NFL will give notice to the NFLPA Legal of such request and provide a copy of such data prior to sending such data to the requesting committee.

Dissemination Permitted:

*Only to NFL medical committee members and meetings. NO public or third-party disclosures permitted.*

The process for application for and conduct of NFL medical committee member research is as follows:

NFL medical committees shall be given access to de-identified Player data in connection with their respective missions. Data produced under this section may not be disclosed to anyone who is not affiliated with the committee. In other words, an NFL medical committee member may not use data produced under this section in any publication or presentation to any audience outside of the committee, NFL or NFLPA, absent the consent of the parties above.

NFL medical committee members may request de-identified Player analyses or data by submitting the request form, attached at Appendix B to IQVIA, which will comment on the feasibility and resources needed to perform the recommended project. The requesting NFL medical committee member must also submit a proposal through the NFL MRAP website. IQVIA's comments and the request form will then be forwarded to NFL Management Council Legal, the NFL Chief Medical Officer and the NFL EVP Health and Safety Initiatives for approval. The project will pass through the approvals required as set forth above, via the NFL MRAP website. Data produced under this section may not be disclosed to anyone who is not affiliated with the committee.

#### **IV. NFL Medical Committee Member — Internal Committee Use Only — Identified or Identifiable Data**

Data that includes the names of Players or would be identifiable by virtue of the dataset or information included (e.g., date of game, type of injury, position) requested by an individual NFL medical committee member for review by the larger committee or to identify potential issues. NO public dissemination permitted.

Approvals Required (in sequence):

*IQVIA feasibility review  
NFL Management Council Legal  
NFL Chief Medical Officer  
NFL EVP Health and Safety Initiatives  
NFL Players Association Legal*

Dissemination Permitted:

*Only NFL medical committee members and meetings. NO public or third-party disclosures permitted.*

The process for application for and conduct of NFL Medical Committee Member research is as follows:

NFL medical committees shall be given access to Player data in connection with their respective missions. NFL medical committee members may request analysis of identified or identifiable Player data by submitting the request form, attached at Appendix B, to IQVIA, which will comment on the feasibility and resources needed to perform the recommended project. The requesting NFL medical committee member must also submit a proposal through the NFL MRAP website. IQVIA's comments and the request form will then be forwarded to NFL Management Council Legal, the NFL Chief Medical Officer and the NFL EVP Health and Safety Initiatives for approval. NFLPA Legal must also consent to the production of this data. The project will pass through the approvals required as set forth above, via the NFL MRAP website. Data produced under this section may not be disclosed to anyone who is not affiliated with the committee. In other words, an NFL medical committee member may not use data produced under this section in any publication or presentation to any audience outside of the Club.

**V. NFL Club Physician/NFL Medical Committee Member: EMR Data Research — Publication/Public Disclosure Intended — De-Identified, Identifiable and Identified Data**

Approvals Required:

*NFL medical committee*  
*IQVIA feasibility and scientific review*  
*Mt. Sinai or other University-affiliate IRB*  
*NFL Players Association Legal*  
*NFL Management Council Legal*  
*NFL Chief Medical Officer*  
*NFL EVP Health and Safety Initiatives*

Data Dissemination Permitted:

*Data or analysis may be shared after final approval.*

The process for application for this research is as follows:

NFL Club Physicians (Head Orthopedic and Head Internal Medicine Physicians only) or members of NFL medical committees may request either their Club-specific or League-wide data with the intent to publish the results. In order to obtain such data, the Club Physician or NFL medical committee member must submit the request form through the NFL MRAP website, which will direct the request to IQVIA, which will ensure that the request is feasible and request additional detail should that be required to evaluate the request. If IQVIA determines that the request is feasible, it will forward the request to the NFL Chief Medical Officer, who will, upon approval, direct the request to the appropriate NFL medical committee chairperson. The committee will review all proposals to determine whether or not the proposal raises an issue of substantial relevance to the general

NFL population and is worthy of the dedication of resources required to gather the data requested. If approved by the committee, IQVIA and the NFL Chief Medical Officer shall be responsible for monitoring the project's progress and providing periodic updates to the committee.

Upon approval of the relevant NFL medical committee, the request will be directed to the remaining individuals identified above, in the sequence above, for approval.

The final draft of the article or report must be presented to IQVIA and the relevant medical committee chairperson 60 days prior to submission and 30 days prior to publication (final paper upon acceptance), and this requirement applies to any abstracts or presentation given or submitted based on the study. No submissions or presentations may occur until approvals are provided. The NFL and NFLPA may offer non-binding comments but shall not have editorial control or input. The manuscript must be finalized within 24 months from the initial request date and IRB approval must remain up-to-date for the full course of the project; updated approvals must be provided to IQVIA. ICMJE guidelines for review and authorship must be followed.<sup>7</sup>

#### **VI. NFL Club Physician/NFL Medical Committee Member: EMR Data Research— Publication/Public Disclosure Intended—Case Study**

##### Approvals Required:

*NFL Players Association Legal*  
*NFL Management Council Legal*  
*NFL Chief Medical Officer*  
*NFL EVP Health and Safety Initiatives*  
*Mt. Sinai or other University-affiliated IRB*  
*Individual Player Consent Required*  
*NFL Medical Committee*

##### Data Dissemination Permitted:

*Data or analysis may be shared after approval from NFL & NFLPA.*

NFL Club Physicians (Head Orthopedic and Head Internal Medicine Physicians only) or NFL medical committee members may request either their Club-specific or League-wide identified Player data, in furtherance of a specifically defined research project, with the intent to publish the results. In order to obtain such data, the Club Physician or committee member must submit the request through the NFL MRAP website, which will direct the request through the required approvals, as set forth above. The submission to the NFL and NFLPA must include a proposed individual consent form for Players whose

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<sup>7</sup> International Committee of Medical Journal Editors [Internet]. Philadelphia: American College of Physicians; c2017 [cited 2017 Feb 08]. Roles & Responsibilities: Defining the Role of Authors and Contributors. Available from: <http://www.icmje.org/recommendations/browse/roles-and-responsibilities/defining-the-role-of-authors-and-contributors.html>

data will be the subject of the research to execute. Upon approval from those entities, the proposal will be submitted to the Mt. Sinai or other University-affiliated IRB. Such submission to the IRB must include a proposed individual Player consent form. Following approval of the IRB, the consent form must be used to obtain the consent of individual Players whose identifiable data will be the subject of the research.

Upon approval of the Mt. Sinai or other University-affiliated IRB and the individual Player(s) whose identified data will be the subject of the research, the proposal shall be sent to the Chairperson of the NFL Health and Safety Committee for designation to the appropriate NFL Medical Committee Chairperson. The NFL Medical Committee Chairperson will assign the project to a Committee Member for review and presentation to the Committee. The Committee will review all proposals to determine whether or not the proposal raises an issue of substantial relevance to the general NFL population and is worthy of the dedication of resources required to gather the data requested. If approved, the designated committee member shall be responsible for monitoring the project's progress and providing periodic updates to the committee.

The final draft of the article or report by which the results of the study will be publicly released must be presented to and approved by the designated committee member and NFL Chief Medical Officer. This must occur 60 days prior to submission and 30 days prior to publication (final paper upon acceptance), and applies to any abstracts or presentation given or submitted based on the study. The NFL and NFLPA may offer non-binding comments but shall not have editorial control or input.

## **VII. Research By Third-Parties Without NFL Affiliation**

### **A. Data Requests**

#### Approvals Required:

*NFL Medical Committee*

*Mt. Sinai or other University-affiliated IRB*

*NFL Management Council Legal*

*NFL Players Association Legal*

#### Data Dissemination Permitted:

*Data or analysis may be shared after approval from NFL & NFLPA.*

Pursuant to the terms of this collectively bargained NFL Player Scientific & Medical Research Protocol, NFL Player medical data will not ordinarily be available for third-party research, absent agreement by the NFL Management Council and NFL Players Association. Should the parties agree that a proposed research project presents a clear opportunity to enhance NFL Players' health and safety and has not been duplicated by previous or ongoing NFL research, the parties may consent to the disclosure of NFL Player data. In such an instance, the research project must follow the steps outlined in Section III above provided, however, the NFL and NFLPA shall provide threshold review of any such request.

**B. Requests for NFL Player Participation in non-NFL/NFLPA related active research (on field)**

Approvals Required:

*NFL Chief Medical Officer*

*NFLPA Medical Director*

*Mt. Sinai or other University-affiliated IRB*

*NFL Management Council Legal*

*NFLPA Medical Director*

*NFL Players Association Legal*

Data Dissemination Permitted:

*To be jointly determined by NFL and NFLPA*

Parties seeking participation of one or more NFL Players in an active research project must first obtain that Player's written consent and provide proof of such consent to NFL Management Council Legal and NFLPA Legal. Should an NFL Player desire to voluntarily participate in an active research project that: (1) is being conducted by a third-party that is not affiliated with the NFL, NFLPA, an NFL Club or any of the Parties' scientific and medical advisory boards and (2) requires the Player to wear a device or engage in any activity that would not otherwise be required by his NFL employment (e.g., Player desires to wear a prototype device that allegedly will reduce/eliminate a certain type of injury or is required by the study to have additional blood or other medical testing) during an NFL game or NFL practice; the project must receive the approvals listed above in order for the Player to participate. For purposes of clarity, a Player may not engage in any such research or testing on an NFL field or practice facility unless the foregoing approvals have been obtained. **The foregoing notwithstanding, this provision is not intended to and does not in any way limit an NFL Player's ability to wear a device or otherwise engage in any activity when the same is not a part of an active research project as outlined above.**

**The NFLPA, on behalf of any research partner receiving medical research funds pursuant to Article 12, Section 5 of this Agreement, may request data generated or collected through the Injury Surveillance System and/or EMR system, for purposes of the activities described in this Appendix X and subject to the terms, conditions and limitations imposed herein. The NFL's approval of any such request may not be unreasonably withheld. The NFLPA will bear the expense of any such request and is solely responsible for, and bear all risks resulting from the dissemination of the data.**



**APPENDIX Y**  
**NEUROCOGNITIVE BENEFIT RELEASE**  
**AND COVENANT NOT TO SUE**

In consideration for the benefit provided under Article 60 of the Collective Bargaining Agreement between the NFL Management Council and the NFLPA, Player, on his own behalf and on behalf of his personal representatives, heirs, next of kin, executors, administrators, estate, assigns, and/or any person or entity on his behalf, hereby waives and releases and forever discharges the NFL and its Clubs, and their respective past, current and future affiliates, directors, officers, owners, stockholders, trustees, partners, servants and employees (excluding persons employed as players by any Club) and all of their respective predecessors, successors and assigns (collectively, "NFL Releasees") of and from any and all claims, actions, causes of actions, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses, accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims") that the Player has, had, may now have, or may have in the future arising out of, relating to, or in connection with any head and/or brain injury sustained during his employment by the Club, including without limitation head and/or brain injury of whatever cause and its damages (whether short-term, long-term, or death) whenever arising, including without limitation neurocognitive deficits of any degree, and Player covenants not to sue the NFL Releasees with respect to any such Claim or pursue any such Claim against the NFL Releasees in any forum. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short-term and/or long-term effects of such injury and death) whenever arising, including without limitation after execution of this release, waiver and covenant not to sue. Player further acknowledges that he has read and understands Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Player expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims released hereunder that Player may have against the NFL Releasees. This release, waiver and covenant not to sue shall have no effect upon any right that Player may have to insurance or other benefits available under any Collective Bargaining Agreement between the NFL Management Council and the NFLPA, or under the workers' compensation laws, and Player acknowledges and agrees that such rights, if any, are his sole and exclusive remedies for any Claims.

Player acknowledges and agrees that the provision of the benefit under Article 60 shall not be construed as an admission or concession by the NFL Releasees or any of them that NFL football caused or causes, in whole or in part, the medical conditions covered by the benefit, or as an admission of liability or wrongdoing by the NFL Releasees or any of them, and the NFL Releasees expressly deny any such admission, concession, liability or wrongdoing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Typed Name of Player

**APPENDIX Z**

**INTENTIONALLY OMITTED**

**APPENDIX AA  
 MEDIA KICKER SLOTTED PLAYER COST  
 PERCENTAGE METHODOLOGY**

**APPENDIX AA - SLOTTED PLAYER COST % METHODOLOGY**

ADODAI	AAV	Kicker PC %
<b>Kicker Threshold</b>	<b>9,932</b>	
36.00%	10,006	0.021%
37.00%	10,079	0.042%
38.00%	10,153	0.064%
39.00%	10,226	0.085%
40.00%	10,300	0.106%
41.00%	10,373	0.127%
42.00%	10,447	0.148%
43.00%	10,521	0.169%
44.00%	10,594	0.191%
45.00%	10,668	0.212%
46.00%	10,741	0.233%
47.00%	10,815	0.254%
48.00%	10,888	0.275%
49.00%	10,962	0.296%
50.00%	11,036	0.318%
51.00%	11,109	0.340%
52.00%	11,183	0.362%
53.00%	11,256	0.384%
54.00%	11,330	0.407%
55.00%	11,403	0.429%
56.00%	11,477	0.443%
57.00%	11,550	0.457%
58.00%	11,624	0.471%
59.00%	11,698	0.486%
60.00%	11,771	0.500%
60.00%	11,771	0.500%
61.00%	11,845	0.499%
62.00%	11,918	0.497%
63.00%	11,992	0.496%
64.00%	12,065	0.494%
65.00%	12,139	0.493%
66.00%	12,213	0.491%
67.00%	12,286	0.489%
68.00%	12,360	0.488%
69.00%	12,433	0.486%
70.00%	12,507	0.484%
70.00%	12,507	0.484%
71.00%	12,580	0.487%
72.00%	12,654	0.490%
73.00%	12,728	0.494%
74.00%	12,801	0.497%

APPENDIX AA - SLOTTED PLAYER COST % METHODOLOGY

ADODAI	AAV	Kicker PC %
<b>Kicker Threshold</b>	<b>9,932</b>	
75.00%	12,875	0.500%
<b>75.00%</b>	<b>12,875</b>	<b>0.500%</b>
76.00%	12,948	0.503%
77.00%	13,022	0.506%
78.00%	13,095	0.510%
79.00%	13,169	0.513%
80.00%	13,243	0.516%
81.00%	13,316	0.520%
82.00%	13,390	0.524%
83.00%	13,463	0.528%
84.00%	13,537	0.531%
85.00%	13,610	0.535%
86.00%	13,684	0.539%
87.00%	13,758	0.543%
88.00%	13,831	0.546%
89.00%	13,905	0.550%
90.00%	13,978	0.554%
91.00%	14,052	0.558%
92.00%	14,125	0.563%
93.00%	14,199	0.567%
94.00%	14,273	0.571%
95.00%	14,346	0.576%
96.00%	14,420	0.581%
97.00%	14,493	0.585%
98.00%	14,567	0.590%
99.00%	14,640	0.595%
<b>100.00%</b>	<b>14,714</b>	<b>0.600%</b>
<b>100.00%</b>	<b>14,714</b>	<b>0.600%</b>
101.00%	14,788	0.608%
102.00%	14,861	0.616%
103.00%	14,935	0.625%
104.00%	15,008	0.633%
105.00%	15,082	0.641%
106.00%	15,155	0.653%
107.00%	15,229	0.665%
108.00%	15,303	0.676%
109.00%	15,376	0.688%
<b>110.00%</b>	<b>15,450</b>	<b>0.700%</b>
<b>110.00%</b>	<b>15,450</b>	<b>0.700%</b>
111.00%	15,523	0.710%
112.00%	15,597	0.719%

APPENDIX AA - SLOTTED PLAYER COST % METHODOLOGY

ADODAI	AAV	Kicker PC %
<b>Kicker Threshold</b>	<b>9,932</b>	
113.00%	15,670	0.729%
114.00%	15,744	0.739%
115.00%	15,818	0.749%
116.00%	15,891	0.759%
117.00%	15,965	0.769%
118.00%	16,038	0.779%
119.00%	16,112	0.790%
120.00%	16,185	0.800%
120.00%	16,185	0.800%

**APPENDIX BB  
 PLAYER NOTIFICATION FORM  
 CLUB PHYSICIAN DIAGNOSIS AND PRESCRIPTION SUMMARY**

For the \_\_\_\_\_ Season

[Date]

Name of Player:

Email & Mailing Address of Player:

Notice: Player has the right to access his Electronic Medical Records (“EMR”) maintained by the (Insert Team Name) as set forth in Article 40. Questions regarding access to player’s EMR may be directed to player’s union representative or [Insert Club Contact].

The charts below have been generated solely based on the data contained in your EMR and includes information concerning Club physician diagnoses and medications prescribed by Club physicians. The Club may elect to include additional medical information in its discretion. The [Insert Team Name] have provided you with this information pursuant to the requirement in Article 40 of the CBA and not for the purpose of acknowledging that any of the conditions listed below constitute compensable, workplace or work-related injury. Information disclosed below may include non-workplace conditions, illnesses and injuries suffered by the players outside the course and scope of employment.

Initial Date of Diagnosis by Club Physician	Identity of Diagnosis

Initial Date of Prescription by Club Physician	Prescribed Medication

## APPENDIX CC OWNED AND OPERATED BUSINESSES

### Appendix CC - Owned and Operated Businesses

#### NFL Network

##### Lines of Business

- Affiliate Revenue for NFLN and Red Zone
- Ad Sales for NFLN and Red Zone
- Video On Demand and TV Everywhere Rights for NFLN and Redzone

#### Digital Media

##### Lines of Business:

- Ad Sales for NFL.com, NFL App, Fantasy Football
- Subscription Products (e.g. Game Pass, Fantasy Football)
- Digital Content Licensing and Syndication of NFL Original Content

#### Proprietary Data / Statistics / Next Gen Stats

##### Line of Business:

- Ad Sales
- Data Distribution (e.g., GSIS)

#### NFL Productions (Films)

##### Lines of Business:

- Production and Footage Licensing Company
- Archive Content

Note: Currently, live games carried on the NFL Network do not have an associated rights fee (intercompany). These rights could be sold as part of an equity sale. The FMV of these rights would be considered AR per the terms of Article 12, Section 1(a)(i)(11)(B).

This Appendix identifies the principal owned-and-operated lines of business as of the end of the 2019 League Year. The NFL will provide the NFLPA with an updated listing of such lines of business annually for each League Year covered by this extended Agreement.