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19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC, *et al.*,  
22 Plaintiffs and Counterclaim Defendants,  
23 v.  
24 WRITERS GUILD OF AMERICA,  
WEST, INC., *et al.*,  
25 Defendants and Counterclaimants,  
26 and PATRICIA CARR, *et al.*  
27 Counterclaimants.  
28

Case No. 2:19-cv-05465-AB-AFM

**DECLARATION OF JEREMY  
EPSTEIN**

Hearing Date: Dec. 18, 2020  
Hearing Time: 10:00am  
Location: Courtroom 7B  
Judge: Hon. André Birotte, Jr.

1 I, Jeremy Epstein, declare as follows based upon my personal knowledge:

2 1. I am a paralegal at Altshuler Berzon LLP. I am over 18 years old and  
3 competent to testify to the matters stated in this declaration.

4 2. I am informed that, like unions in the entertainment industry, unions  
5 representing professional athletes allow agents to represent those athletes in  
6 individual bargaining, subject to certain restrictions and requirements imposed by  
7 the unions, including the requirement that the agents be certified or franchised by  
8 the union and avoid conflicts of interest.

9 3. A number of those unions have made their agent regulations publicly  
10 available on the internet. I have reviewed the agent regulations that are posted  
11 online by the following unions representing athletes in professional sports: the  
12 National Football League Players Association, the Women’s National Basketball  
13 Players Association, the National Basketball Players Association, and the Major  
14 League Baseball Players Association.

15 4. I have also reviewed a copy of the National Hockey League Players  
16 Association agent regulations governing agent certification, which were provided  
17 to me by Roman Stoykewych, Senior Counsel for the NHLPA.

18 5. A true and correct copy of the National Football League Players  
19 Association (NFLPA) agent regulations, which are available online,<sup>1</sup> are attached  
20 hereto as **Exhibit A**.

21 a. According to the NFLPA agent regulations, the NFLPA has regulated the  
22 practices of players’ agents since 2011, when the Officers and Players  
23 Representatives of the organization first introduced them. Ex. A at 1.

24 b. The NFLPA agent regulations contain provisions regulating the  
25 “Standard of Conduct for Contract Advisors,” which include guidance  
26

27  
28 <sup>1</sup> See <https://nflpaweb.blob.core.windows.net/media/Default/PDFs/Agents/RegulationsAmendedAugust2016.pdf> (link last visited November 30, 2020).

1 addressing potential conflicts of interest. They state that agents are  
2 prohibited from:

3 (8) Engaging in any other activity which creates an actual or  
4 potential conflict of interest with the effective representation of  
5 NFL players.

6 *Id.* at 9 (§3(B), “Prohibited Conduct”).

7 c. The NFLPA agent regulations specifically prohibit agents from having  
8 any ownership or financial interest in any team, league, or related  
9 venture. They do so as follows, stating that agents are prohibited from:

10 (7) Holding or seeking to hold, either directly or indirectly, a  
11 financial interest in any professional football club or in any  
12 other business entity when such investment could create an  
13 actual conflict of interest or the appearance of a conflict of  
14 interest in the representation of NFL players.

15 *Id.*

16 d. These agent regulations also specifically prohibit agents from accepting  
17 any payments from the league or any affiliated entities. They do so as  
18 follows, stating that agents are prohibited from:

19 (9) Soliciting or accepting money or anything of value from any  
20 NFL Club in a way that would create an actual or apparent  
21 conflict with the interests of any player that the Contract  
22 Advisor represents.

23 *Id.*

24 6. A true and correct copy of the Women’s National Basketball Players  
25 Association (WNBPA) agent regulations, which are available online,<sup>2</sup> are attached  
26 hereto as **Exhibit B**.

27 a. According to the WNBPA agent regulations, the WNBPA has regulated  
28 the practices of players’ agents since 2000, per the terms of Article II of

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<sup>2</sup> See <http://wnbpa.wpengine.com/wp-content/uploads/2017/08/WNBPAAgentRegulations.pdf> (link last visited December 2, 2020)

1 the 1999 Collective Bargaining Agreement between the WNBA and the  
2 WNBPA. Ex. B at 3-4.

3 b. The WNBPA agent regulations contain provisions regulating the  
4 “Standard of Conduct for Player Agents in Providing Services Governed  
5 by these Regulations,” which include guidance addressing potential  
6 conflicts of interest, stating that agents are prohibited from:

7 (6) Representing or providing services to, either directly or  
8 indirectly:

9 (i) the General Manager, coach or any other official, employee  
10 or independent contractor of the WNBA, NBA, or any WNBA  
11 or NBA team (or prospective General Manager coach, official,  
12 employee, or independent contractor) in matters pertaining to  
13 his/her employment or any other matters in which he/she has  
14 any financial stake in or association with the WNBA, NBA  
15 and/or WNBA and NBA teams or (ii) any individual who  
16 subjects an agent to interests, duties, obligations or  
17 responsibilities that could adversely affect an agent’s judgment,  
18 counsel, advice or loyalty to a player;

19 (7) Engaging in any other activity which creates an actual or  
20 potential conflict of interest with the effective representation of  
21 WNBA players; provided that the representation of two or more  
22 players on any one club shall not by itself be deemed to be  
23 prohibited by this provision.

24 *Id.* at 7 (§3(B), “Prohibited Conduct Subject to Discipline”).

25 c. The WNBPA agent regulations specifically prohibit agents from having  
26 any ownership or financial interest in any team, league, or related  
27 venture. They do so as follows, stating that agents are prohibited from:

28 (5) Holding or seeking to hold, either directly or indirectly, a  
financial interest in any professional basketball league or team  
or in any other business venture that would create an actual  
conflict of interest or the appearance of a conflict of interest  
between any individual player and the agent, or the WNBPA  
and the agent.

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*Id.*

d. These agent regulations also specifically prohibit agents from accepting any payments from the league or any affiliated entities. They do so as follows, stating that agents are prohibited from:

(8) Soliciting or accepting money or anything of value from the WNBA, NBA, any WNBA club, and/or any NBA club in circumstances where to do so would create a conflict or an apparent conflict with the interests of any player he/she represents.

*Id.*

7. A true and correct copy of the National Basketball Players Association (NBPA) agent regulations, which are available online,<sup>3</sup> are attached hereto as **Exhibit C**.

- a. According to the NBPA agent regulations, the NBPA has regulated the practices of players’ agents since 1986, when the Officers and Players Representatives of the NBPA first introduced them. Ex. C at 5.
- b. The NBPA agent regulations contain provisions regulating the “Standard of Conduct for Player Agents in Providing Services Governed by these Regulations,” which include guidance addressing potential conflicts of interest, stating that agents are prohibited from:

(6) Representing the General Manager or coach of any NBA Team (or any other management representative who participates in the team’s deliberations or decisions concerning what compensation is to be offered to individual Players) in matters pertaining to his employment or any other matters in which he has any financial stake in or association with any NBA Team; provided, however, that this provision does not prohibit two individuals within the same agency from separately representing a Player and a coach/GM, provided

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<sup>3</sup> See <https://cosmic-s3.imgix.net/fec8eea0-dbbc-11e9-a097-0b637a5431fa-Agent-Regulations--Final--2019.pdf> (link last visited December 2, 2020)

1 notice is given to the Player that another Agent with the agency  
2 represents a coach/GM;

3 (7) Engaging in any other activity which creates an actual or  
4 potential conflict of interest with the effective representation of  
5 Players; provided that the representation of two or more Players  
6 on any one NBA Team shall not itself be deemed to be  
7 prohibited by this provision.

8 *Id.* at 25 (§3(B), “Prohibited Conduct Subject to Discipline”).

9 c. The NBPA agent regulations specifically prohibit agents from having any  
10 ownership or financial interest in any team, league, or related venture.

11 They do so as follows, stating that agents are prohibited from:

12 (5) Engaging in conduct which violates any NCAA  
13 regulations;

14 Holding or seeking to hold, either directly or indirectly, a  
15 financial interest in any professional basketball team or in  
16 any other business venture that would create an actual  
17 conflict of interest or the appearance of a conflict of interest  
18 between the individual Player and his Player Agent.

19 *Id.*

20 d. These agent regulations also specifically prohibit agents from accepting  
21 any payments from the league or any affiliated entities. They do so as  
22 follows, stating that agents are prohibited from:

23 (9) Soliciting or accepting money or anything of value from any  
24 NBA Team under circumstances where to do so would create a  
25 conflict or an apparent conflict with the interests of any Player  
26 he represents.

27 *Id.*

28 8. A true and correct copy of the Major League Baseball Players  
Association (MLBPA) agent regulations, which are available online,<sup>4</sup> are attached  
hereto as **Exhibit D**.

<sup>4</sup> See <http://reg.mlbpagent.org/Documents/AgentForms/Agent%20Regulations.pdf>

1 a. According to the MLBPA agent regulations, the MLBPA has regulated  
2 the practices of players' agents since 1988, when its executive board first  
3 introduced them. Ex. D at 1 (§1, Introduction).

4 b. The MLBPA agent regulations contain provisions addressing "Actual or  
5 Potential Conflicts of Interest," which include the following general  
6 prohibition:

7 No Player Agent, Expert Agent Advisor or Applicant shall  
8 engage in any conduct which, in the MLBPA's reasonable  
9 judgment, may create an actual or potential conflict of interest  
10 with the effective representation of players, or the appearance  
11 of such a conflict.

12 *Id.* at 34 (§5(B)(12)).

13 c. The MLBPA agent regulations specifically prohibit agents from having  
14 any ownership or financial interest in any team, league, or related  
15 venture, unless the union gives specific permission in advance. They do  
16 so as follows, stating that agents are prohibited from:

17 Acquiring, holding or seeking to acquire or hold, either directly  
18 or indirectly, any ownership or financial interest in any Major  
19 League, Minor League or other professional baseball club or in  
20 any related business, firm or venture, and seeking employment  
21 with any Major League, Minor League or other professional  
22 baseball club or in any related business, firm or venture, unless  
23 previously authorized in writing by the MLBPA to do so in  
24 accordance with any specified conditions (e.g., notice to clients,  
25 client waivers, etc.).

26 *Id.* (§5(B)(12)(a)).

27 d. These agent regulations also specifically prohibit agents from accepting  
28 any payments from the league or any affiliated entities, unless the union  
gives specific advance authorization. They do so as follows, stating that  
agents are prohibited from:

(link last visited November 30, 2020).

1 Being employed by, or in any capacity representing, or  
2 soliciting or accepting money or any thing of value from, or  
3 providing or causing money or any thing of value to be  
4 provided to Major League Baseball or any of its affiliated  
5 entities, any Major or Minor League Club, any other employer  
6 of professional baseball players, or any employee or official of  
7 them, including scouts or individuals acting in the capacity of a  
8 scout, unless previously authorized in writing by the MLBPA to  
9 do so in accordance with any specified conditions (e.g., notice  
10 to clients, client waivers, etc.)

11 *Id.* (§5(B)(12)(b)).

12 9. A true and correct copy of the National Hockey League Players  
13 Association (NHLPA) agent regulations are attached hereto as **Exhibit E**.

- 14 a. According to the NHLPA agent regulations, the NHLPA has regulated  
15 the practices of players’ agents since 1995, when the terms of the then-  
16 current collective bargaining agreement went into effect. Ex. E at 1.
- 17 b. The NHLPA agent regulations contain provisions regulating the  
18 “Standard of Conduct for Agents,” which include guidance addressing  
19 potential conflicts of interest, stating that agents are prohibited from:

20 (9) Representing or providing services to, either directly or  
21 indirectly: (a) the NHL, other Professional Hockey League(s) or  
22 Canadian Major Junior Hockey League(s) or any other entity  
23 affiliated with any of the foregoing, or (b) any official,  
24 employee or independent contractor of the NHL, other  
25 Professional Hockey League(s) or Canadian Major Junior  
26 Hockey League(s) or any other entity affiliated with any of the  
27 foregoing, or (c) any officer, employee or independent  
28 contractor of an NHL Club, other Professional Hockey Club or  
Canadian Major Junior Hockey Club or any other entity  
affiliated with any of the foregoing including but not limited to  
coaches, general managers, scouts and locker room personnel,  
or (d) any individual who subjects an agent to interests, duties,  
obligations or responsibilities that could adversely affect an  
agent’s judgment, counsel, advice or undivided loyalty to a  
player.

*Id.* at 9 (§3(B), “Prohibited Conduct Subject to Discipline”).



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c. The NHLPA agent regulations specifically prohibit agents from having any ownership or financial interest in any team, league, or related venture. They do so as follows, stating that agents are prohibited from:

(8) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional hockey club or Canadian Major Junior Hockey Club or any other business venture that could create an actual conflict of interest or the appearance of a conflict of interest in the representation of players.

*Id.*

d. These agent regulations also specifically prohibit agents from accepting any payments from the league or any affiliated entities. They do so as follows, stating that agents are prohibited from:

(11) Soliciting or accepting fees, commissions, money or anything of value from the NHL, any NHL Club or any other entity affiliated with the foregoing.

*Id.*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 4th day of December, 2020 at San Francisco, CA .



\_\_\_\_\_  
Jeremy Epstein

# EXHIBIT A

**NFLPA  
REGULATIONS  
GOVERNING  
CONTRACT  
ADVISORS**

**(as amended through August 2016)**



**NFL PLAYERS  
ASSOCIATION**

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**NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS**

**INTRODUCTION**

In 2011, the Officers and Player Representatives of the National Football League Players Association (“NFLPA”) adopted the NFLPA Regulations Governing Contract Advisors (“Regulations”) for persons who desired to provide representation services to players (including rookies) by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the member Clubs of the National Football League (“NFL”). These Regulations have been amended by our Board of Player Representatives and the amendments are reflected herein. These Regulations were adopted and amended pursuant to the authority and duty conferred upon the NFLPA as the exclusive collective bargaining representative of NFL players pursuant to Section 9(a) of the National Labor Relations Act, which provides in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

The authority and duty to promulgate these Regulations are also contained in the 2011 Collective Bargaining Agreement (CBA) between the NFL and the NFLPA, which states as follows:

[T]he National Football League Players Association . . . 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 48, Section 1, of the 2011 Collective Bargaining Agreement as amended further provides, among other things, that:

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.

The NFL, consistent with the Clubs' obligation to deal only with NFLPA-certified agents, has further agreed that:

[T]he 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)....

[T]he NFL shall impose a fine of \$30,000 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....The fine amount set forth in this Section shall increase by 5% each League Year beginning in the 2012 League Year.

Persons serving or wishing to serve as the NFLPA's "agent" pursuant to these provisions of the CBA, which persons are herein referred to as "Contract Advisors," shall be governed by these Regulations.

**SECTION 1: SCOPE OF REGULATIONS**

**A. Persons Subject to Regulations**

No person (other than a player representing himself) shall be permitted to conduct individual contract negotiations on behalf of a player\* and/or assist in or advise with respect to such negotiations with NFL Clubs after the effective date of these Regulations unless he/she is (1) currently certified as a Contract Advisor pursuant to these Regulations; (2) signs a Standard Representation Agreement with the player (See Section 4; Appendix D); and (3) files a fully executed copy of the Standard Representation Agreement with the NFLPA, along with any contract(s) between the player and the Contract Advisor for other services to be provided.

**B. Activities Covered**

The activities of Contract Advisors which are governed by these Regulations include: the providing of advice, counsel, information or assistance to players with respect to negotiating their individual contracts with Clubs and/or thereafter in enforcing those contracts; the conduct of individual compensation negotiations with the Clubs on behalf of players; and any other activity or conduct which directly bears upon the Contract Advisor's integrity, competence or ability to properly represent individual NFL players and the NFLPA in individual contract negotiations, including the handling of player funds, providing tax counseling and preparation services, and providing financial advice and investment services to individual players.

**C. Amendments**

These Regulations may be amended from time to time by the Officers and Board of Player Representatives of the NFLPA in their sole discretion.

**SECTION 2: CERTIFICATION**

After the effective date of these Regulations, any person who wishes to perform the functions of a Contract Advisor as described in Section 1 above must be certified by the NFLPA pursuant to the following procedure:

**A. Application For Certification**

In order to be eligible for Certification as an NFLPA Contract Advisor hereunder, a person must file a verified Application for Certification as a Contract Advisor (in the form attached as Appendix A) and a completed and signed Authority and Consent to Procure and Release Information Including Personal Consumer Credit Reports (in the form attached as Appendix B) with the NFLPA, and pay the required application fee as established by the NFLPA Board of Player Representatives. Certification will be granted hereunder only to individuals and not any firm, corporation, partnership or other business entity. There is no limit on the number of individuals in any one firm, corporation, partnership or other business entity who are eligible for certification.

To be eligible for certification, the applicant must have received an undergraduate degree from an accredited four year college/university and a post-graduate degree from an accredited college/university. An accredited college or university shall include any college or university as recognized by the U.S. Department of Education and the Council for Higher Education Accreditation (CHEA), or the Office of Degree Authorization (ODA). Any foreign institution must

\* For purposes of these Regulations, the term "player" shall mean anyone eligible to play in the National Football League, including a player about to enter his rookie season in the NFL.



**SECTION 2**

have foreign equivalent of U.S. approved accreditation as determined by the Office of Degree Authorization. However, the NFLPA shall have the authority to grant exceptions to this requirement in cases where the applicant has at least seven (7) years sufficient negotiating experience. In determining whether an applicant has at least seven (7) years of sufficient negotiating experience, an applicant will be allotted one year of negotiating experience for each Credited Season he earned as a player in the NFL under the Bert Bell/Pete Rozelle NFL Player Retirement Plan. A new applicant shall not be granted Certification (Section 2(F)) without first attending the NFLPA seminar for new Contract Advisors to be held on an annual basis and passing a written examination. In the instance that a new applicant fails the written examination on two successive occasions, the applicant shall be barred from applying for Certification and taking the written examination again for no less than five (5) years. In the event of a non-passing examination grade, an applicant may dispute the non-passing examination grade by providing written notice (by confirmed email, facsimile or overnight delivery) to the NFLPA within 30 days of the date the applicant received notification of the non-passing examination grade.

Applications for Certification as a Contract Advisor must be submitted to the NFLPA during a specified application period to be set by the Board of Player Representatives. Upon receipt of an Application for Certification, the NFLPA may, in the context of reviewing the application, request further written materials from the applicant and/or conduct whatever further investigation it deems appropriate, including an informal conference with the applicant and a background check.

**B.** [deleted]

**C. Grounds for Denial of Certification**

Grounds for denial of Certification shall include, but not be limited to, the following:

- The applicant has made false or misleading statements of a material nature in his/her application;
- The applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, theft or fraud, which would render him/her unfit to serve in a fiduciary capacity on behalf of players;
- The applicant has engaged in any other conduct that significantly impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
- The applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments hereto and/or that he/she will abide by the fee structure contained in the Standard Representation Agreement incorporated into these Regulations;
- The applicant has been denied certification by another professional sports players association;
- The applicant directly or indirectly solicited a player for representation as a Contract Advisor during the period of time between the filing of his/her Application for Certification and Certification by the NFLPA;
- The applicant has not received a degree from an accredited four year college/university and a post-graduate degree from an accredited college/university, unless excepted from this requirement pursuant to Section 2(A);
- The applicant has failed to fully and properly complete his/her Application for Certification.



**D. Appeal from Denial of Certification**

In the event an Application for Certification is denied pursuant to this Section, the applicant shall be notified in writing (by confirmed email, facsimile or overnight delivery) of the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of these Regulations. Such appeal shall be initiated by filing (by confirmed email, facsimile or overnight delivery) a written notice of appeal with the NFLPA within thirty (30) days of receipt of the notice denying his/her Application for Certification. The appeal shall be processed and resolved in accordance with the arbitration procedures set forth in Section 5(E) through 5(H) of these Regulations, which shall be the exclusive procedure for challenging any denial of Certification hereunder. The standard of review for the Arbitrator on an appeal of a denial of an Application for Certification shall be whether there is a reasonable basis in the circumstances of the case under review for the NFLPA's decision to deny the Application.

**E. Suspension or Revocation of Certification**

At any time subsequent to granting Certification to a Contract Advisor, the NFLPA may, based upon information brought to its attention or acting on its own initiative, immediately revoke such Certification pursuant to Section 6(B) hereof, or propose the suspension or revocation of such Certification, or other discipline provided for pursuant to Section 6(D), on any ground that would have provided a basis for denying Certification in the first place (see Section 2(C)) and/or for conduct prohibited in Section 3(B)(1) through 3(B)(32) of these Regulations and/or for failing to engage in the conduct required in Section 3(A)(1) through 3(A)(20) of these Regulations. Any such proposed suspension, revocation, or other discipline must be sent by confirmed email, facsimile or overnight delivery to the Contract Advisor's office or residence (see Section 6). The Contract Advisor may challenge any such proposed suspension, revocation or other discipline by appealing such action pursuant to Section 6. The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension, revocation of Certification or other discipline.

**F. Form of Certification**

After the NFLPA approves an applicant's Application for Certification as a Contract Advisor, the applicant attends the NFLPA seminar for new Contract Advisors and passes a written examination, and the applicant presents proof that all fees have been paid and the appropriate insurance acquired, the NFLPA shall provide the applicant with a written Certification in the form attached hereto as Appendix C. The applicant will thereupon be authorized to serve as a Contract Advisor in conducting individual player negotiations with the NFL Clubs and/or assisting in or advising with respect to such negotiations. In granting Certification, the NFLPA shall not be deemed to have endorsed any Contract Advisor; nor shall the grant of such Certification be deemed to impose liability upon the NFLPA for any acts or omissions of the Contract Advisor in providing representation to any player, whether or not such acts or omissions fall within activities governed by these Regulations.

**G. Expiration of Certification**

The Certification of any Contract Advisor who has failed to negotiate and sign a player to an NFL Player Contract (excluding Practice Squad Contracts) for at least one NFL player during any three-year period shall automatically expire at the end of such three-year period.



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**H. Application and Annual Fees**

(1) Application Fees

Each applicant for Certification as a Contract Advisor under these Regulations shall submit with his/her fully completed application a one-time fee as set by the Board of Player Representatives.

(2) Annual Fee

Each Contract Advisor who is certified shall pay an annual fee to the NFLPA, as set by the Board of Player Representatives, to defray the cost of maintaining this agent regulation system. The Certification of any Contract Advisor who fails to pay his/her annual fee in a timely manner shall expire automatically upon the expiration of the deadline for payment of such fee.

**SECTION 3: STANDARD OF CONDUCT FOR CONTRACT ADVISORS**

The objective of the NFLPA in implementing these Regulations is to enable players to make an informed selection of a Contract Advisor and to help assure that the Contract Advisor will provide effective representation at fair, reasonable, and uniformly applicable rates to those individual players the Contract Advisor represents, and to avoid any conflict of interest which could potentially compromise the best interests of NFL players.

**A. General Requirements**

A Contract Advisor shall be required to:

- 1) Disclose on his/her Application, and thereafter upon request of the NFLPA, all information relevant to his/her qualifications to serve as a Contract Advisor, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- (2) Pay an application fee pursuant to Section 2 above unless waived;
- (3) Pay the annual fee and provide proof of any required insurance documents in a timely manner;
- (4) Attend an NFLPA seminar on individual contract negotiations each year;
- (5) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;
- (6) Execute and abide by the printed Standard Representation Agreement with all players represented, and file with the NFLPA a copy of that fully executed agreement along with any other agreement(s) for additional services that the Contract Advisor has executed with the player, including, without limitation, agreements or other relevant documents relating to loans, lines of credit, or pre-combine or pre-draft services or benefits being provided to rookie clients. If the Contract Advisor and player enter into any other agreement(s) subsequent to the execution of the Standard Representation Agreement, the Contract Advisor shall submit a copy of such agreement(s) to the NFLPA within ten (10) days of the execution of such additional agreement(s). If the Contract Advisor is unable to file a signed Standard Representation Agreement because of a failure or refusal by the player to sign such an agreement, the Contract Advisor may file a signed affidavit, with a copy to the player, detailing his/her efforts to obtain the player's signature. Such affidavit shall serve as a means of avoiding discipline for violation of this Section 3(A)(6), if submitted in good faith by the Contract Advisor, but shall not operate as an agreement between the Contract Advisor and player;

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- (7) Advise the affected player and report to the NFLPA any known violations by an NFL Club of a player's individual contract or of his rights under any applicable Collective Bargaining Agreement;
- (8) Sign and provide the NFLPA and the club with a copy of any player contract negotiated with that club within 48 hours after the contract is executed (contract shall be sent by email, facsimile or overnight mail);
- (9) Provide on or before May 1 each year, to every player who he/she represents, with a copy to the NFLPA, an itemized statement covering the period beginning March 1 of the prior year through February 28 or 29 of that year, which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with, the performance of the following services:
  - (a) individual player salary negotiations, (b) management of the player's assets, (c) financial, investment, legal, tax and/or other advice to the player, and (d) any other miscellaneous services;
- (10) Permit a person or firm authorized by a former or current player-client to conduct an audit of all relevant books and records pertaining to any services provided to that player;
- (11) Complete a notarized updated Application for Certification on or before an annual date to be determined by the NFLPA. Such annual update shall include, without limitation, disclosure of the names of any financial advisors the Contract Advisor is recommending or has recommended to players within the past year. A failure to comply with this Section 3(A)(11) shall result in immediate suspension of the Contract Advisor's Certification.
- (12) [deleted]
- (13) Provide the NFLPA with all materials that the NFLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the NFLPA;
- (14) Fully comply with applicable state and federal laws;
- (15) Become and remain sufficiently educated with regard to NFL structure and economics, applicable Collective Bargaining Agreements and other governing documents, basic negotiating techniques, and developments in sports law and related subjects. To ascertain whether the Contract Advisor is sufficiently educated with regard to the above-related subjects, the NFLPA may require a Contract Advisor to pass a Contract Advisor examination. A failure to pass an examination administered pursuant to this Section 3(A)(15) shall result in immediate suspension of the Contract Advisor's Certification pursuant to Section 6(B). Such suspension shall run until the Contract Advisor passes the next examination given, but in no event shall the suspension be for less than one (1) year;
- (16) Disclose in an addendum (in the form attached as Appendix G) attached to the Standard Representation Agreement between the Contract Advisor and player, the names and current positions of any NFL management personnel, NFL Coaches, other professional league coaches or college coaches whom Contract Advisor represents or has represented in matters pertaining to their employment by or association with any NFL club, other professional league club or college;
- (17) Act at all times in a fiduciary capacity on behalf of players;
- (18) Comply with and abide by all of the stated policies of the NFLPA;
- (19) In connection with payments for assistance in recruiting any player:



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(a) Prepare an SRA Disclosure Form (attached as Appendix E) disclosing any other Contract Advisor(s) to whom the Contract Advisor has paid or has promised to pay money or any other thing of value (excluding any other Contract Advisor(s) whose name appears on the Standard Representation Agreement) in return for recruiting or helping to recruit a player to sign a Standard Representation Agreement;

(b) Provide a copy of that SRA Disclosure Form to the player in advance of signing that player to a Standard Representation Agreement so as to allow the player adequate time to consider the information before the player signs the Standard Representation Agreement;

(c) Have the player sign that SRA Disclosure Form acknowledging that he is aware of the payments and that he approves of them;

(d) Submit a copy of that SRA Disclosure Form along with the Standard Representation Agreement to the NFLPA as required by Section 3(A)(6); and

(e) Prepare, have signed, and submit to the NFLPA a new or supplemental SRA Disclosure Form if any such other Contract Advisor(s) are added after the Standard Representation Agreement is signed by the Player.

Any conduct by a Contract Advisor(s) listed as a recruiter on the SRA Disclosure Form required by this Section 3(A)(19) or by employees or associates of the Contract Advisor who is a party to the Standard Representation Agreement which would violate the Regulations shall be deemed to be conduct of the Contract Advisor who is a party to the Standard Representation Agreement and shall subject that Contract Advisor to discipline under these Regulations. Any conduct by employees or associates of a Contract Advisor(s) listed as a recruiter on the SRA Disclosure Form required by this Section 3(A)(19) which would violate the Regulations shall be deemed to be conduct of the Contract Advisor(s) listed on the SRA Disclosure Form and shall subject that Contract Advisor(s) to discipline under these Regulations;

(20) Educate player-clients as to their benefits, rights and obligations pursuant to the Collective Bargaining Agreement; and to advise and assist those player-clients in taking maximum advantage of those benefits and rights, including, without limitation, Termination Pay, Severance Pay, Bert Bell/Pete Rozelle disability benefits, workers compensation benefits, second medical opinions, and right to choose their own surgeon; and

(21) Inform the NFLPA via confirmed email, facsimile, or overnight mail if the Contract Advisor has been charged with a criminal offense (other than minor traffic violations of \$100 fine or less), or civil complaint(s) in which allegations of fraud, misrepresentations, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery, professional negligence, or legal malpractice were made, within ten (10) business days of such charge.

**B. Prohibited Conduct**

Contract Advisors are prohibited from:

1) Representing any player in individual contract negotiations with any Club unless he/she (i) is an NFLPA Certified Contract Advisor; (ii) has signed the Standard Representation Agreement with such player; and (iii) has filed a copy of the Standard Representation Agreement with the NFLPA along with any other contract(s) or agreement(s) between the player and the Contract Advisor;

(2) Providing or offering money or any other thing of value to any player or prospective player to induce or encourage that player to utilize his/her services;

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- (3) Providing or offering money or any other thing of value to a member of the player's or prospective player's family or any other person for the purpose of inducing or encouraging that person to recommend the services of the Contract Advisor;
- (4) Providing materially false or misleading information to any player or prospective player in the context of recruiting the player as a client or in the course of representing that player as his Contract Advisor;
- (5) Representing or suggesting to any player or prospective player that his/her NFLPA Certification is an endorsement or recommendation by the NFLPA of the Contract Advisor or the Contract Advisor's qualifications or services;
- (6) Directly or indirectly borrowing money from any player (whether or not the player is a client), either by receiving the funds directly from the player or by the player providing collateral for or agreeing to guarantee a loan to the Contract Advisor by another party;
- (7) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional football club or in any other business entity when such investment could create an actual conflict of interest or the appearance of a conflict of interest in the representation of NFL players;
- (8) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of NFL players;
- (9) Soliciting or accepting money or anything of value from any NFL Club in a way that would create an actual or apparent conflict with the interests of any player that the Contract Advisor represents;
- (10) Negotiating and/or agreeing to any provision in a player contract which deprives or purports to deprive that player of any benefit contained in any collectively bargained agreement between the NFL and the NFLPA or any other provision of any applicable documents which protect the working conditions of NFL players;
- (11) Negotiating and/or agreeing to any provision in any agreement involving a player which directly or indirectly violates any stated policies or rules established by the NFLPA;
- (12) Concealing material facts from any player whom the Contract Advisor is representing which relate to the subject of the player's individual contract negotiation;
- (13) Failing to advise the player and to report to the NFLPA any known violations by an NFL Club of a player's individual contract;
- (14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;
- (15) Failure to comply with the maximum fee provisions contained in Section 4 of these Regulations;
- (16) Circumventing the maximum fee provisions contained in Section 4 of these Regulations by knowingly and intentionally increasing the fees that Contract Advisor charges or otherwise would have charged the player for other services including, but not limited to, financial consultation, money management, and/or negotiating player endorsement agreements;
- (17) Failing to provide to each player represented and the NFLPA the annual statements required by Section 3(A)(9) of these Regulations and/or failing to provide the NFLPA copies of



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all agreements between the Contract Advisor and each player as required by Section 3(A)(6) of these Regulations;

(18) Filing any lawsuit or other proceeding against a player for any matter which is subject to the exclusive arbitration provisions contained in Section 5 of these Regulations;

(19) Violating the confidentiality provisions of the National Football League Policy and Program for Substances of Abuse or the Policy on Performance Enhancing Substances. The NFL-PA Executive Director in consultation with CARD may fine a Contract Advisor in accordance with the terms of the National Football League Policy and Program for Substances of Abuse. Such fine, if imposed, shall be in addition to, and not a substitute for, discipline which may be imposed pursuant to Section 6 of these Regulations;

(20) Failing to disclose in writing to any player represented by Contract Advisor any fee paid or received by Contract Advisor to or from a third party in return for providing services to that player;

(21) (a) Initiating any communication, directly or indirectly, with a player who has entered into a Standard Representation Agreement with another Contract Advisor and such Standard Representation Agreement is on file with the NFLPA if the communication concerns a matter relating to the:

(i) Player's current Contract Advisor;

(ii) Player's current Standard Representation Agreement;

(iii) Player's contract status with any NFL Club(s); or

(iv) Services to be provided by prospective Contract Advisor either through a Standard Representation Agreement or otherwise.

(b) If a player, already a party to a Standard Representation Agreement, initiates communication with a Contract Advisor relating to any of the subject matters listed in Section 3(B)(21)(a) the Contract Advisor may continue communications with the Player regarding any of those matters.

(c) Section 3(B)(21) shall not apply to any player who has less than sixty (60) days remaining before his NFL Player Contract expires, and he has not yet signed a new Standard Representation Agreement with a Contract Advisor within the sixty (60) day period.

(d) Section 3(B)(21) shall not prohibit a Contract Advisor from sending a player written materials which may be reasonably interpreted as advertising directed at players in general and not targeted at a specific player.

(22) Conditioning the signing of a Standard Representation Agreement upon the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity; or conditioning the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity upon the signing of a Standard Representation Agreement;

(23) Attempting to circumvent or circumventing relevant portions of Section 4(B)(5);

(24) Affiliating with or advising players to use the services of a person who is not an NFLPA Registered Player Financial Advisor for purposes of providing financial advice to the player; or acting as a "Financial Advisor" and/or providing "Financial Advice" to an NFL player as those terms are defined in the NFLPA Regulations and Code of Conduct Governing Registered Player

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Financial Advisors, without first becoming a Registered Player Financial Advisor pursuant to the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors;

(25) Entering into any business relationship with another Contract Advisor to share fees and/or provide negotiation services for players during a time period commencing when a Disciplinary Complaint has been filed against such Contract Advisor pursuant to Section 6 of these Regulations and ending when disciplinary sanctions become final or, if the sanctions include a suspension or revocation of Certification, at the end of the period of the suspension or revocation of Certification, whichever is later;

(26) Directly or indirectly soliciting a prospective rookie player for representation as a Contract Advisor (a "rookie" shall be defined as a person who has never signed an NFL Player Contract) if that player has signed a Standard Representation Agreement prior to a date which is thirty (30) days before the NFL Draft and if thirty (30) days have not elapsed since the Agreement was signed and filed with the NFLPA;

(27) Directly or indirectly communicating or attempting to communicate with a member of the Committee on Agent Regulation and Discipline ("CARD") concerning the Contract Advisor's pending disciplinary action pursuant to Section 6 of these Regulations once an investigation has commenced relating to that Contract Advisor and continuing through the final disposition of any Section 6 disciplinary action. Notwithstanding the foregoing, communication with CARD concerning a pending disciplinary action is permitted when CARD as a group requests or agrees to discuss the pending disciplinary action with the Contract Advisor and/or his or her representative;

(28) Referring a player to a workers compensation attorney who is not a member of the NFLPA Panel of Workers Compensation Attorneys;

(29) Negotiating and agreeing to an NFL Player Contract containing an incentive clause which is not of any significant value to the player and which instead is primarily intended to help an NFL Club meet its guaranteed Minimum Team Salary under the CBA. (If the player informs the Contract Advisor that he desires to agree to such an incentive with or without the Contract Advisor's participation, the Contract Advisor must present satisfactory evidence to the NFLPA that the Contract Advisor counseled the player that such incentive could significantly undermine the Minimum Team Salary protections for players under the CBA.);

(30) [deleted]

(31) Violating any other provision of these Regulations; and/or

(32) Using, associating with, employing or entering into any business relationship with any individual in the recruitment of prospective player-clients who is not Certified and in good standing as a Contract Advisor pursuant to these Regulations.

A Contract Advisor who engages in any prohibited conduct as defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations.



**SECTION 4**

**SECTION 4: AGREEMENTS BETWEEN  
CONTRACT ADVISORS AND PLAYERS; MAXIMUM FEES**

**A. Standard Form**

Any agreement between a Contract Advisor and a player entered into after the effective date of these Regulations, which is not in writing in the pre-printed form attached hereto as Appendix D or which does not meet the requirements of these Regulations, shall not be enforceable against any player, and no Contract Advisor shall have the right to assert any claim against the player for compensation on the basis of such a purported contract.

**B. Contract Advisor's Compensation**

(1) The maximum fee which may be charged or collected by a Contract Advisor shall be three percent (3%) of the "compensation" (as defined within this Section) received by the player in each playing season covered by the contract negotiated by the Contract Advisor, except as follows:

- (a) The maximum fee which may be charged or collected by a Contract Advisor shall be:
  - (i) Two percent (2%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation, or as a Restricted Free Agent;
  - (ii) One-and-one-half percent (1.5%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the second time he is tagged; and
  - (iii) One percent (1%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the third time he is tagged.

(2) The Contract Advisor and player may agree to any fee which is less than the maximum fee set forth in (1) above.

(3) As used in this Section 4(B), the term "compensation" shall be deemed to include only salaries, signing bonuses, reporting bonuses, roster bonuses, Practice Squad salary in excess of the minimum Practice Squad salary specified in Article 33 of the Collective Bargaining Agreement, and any performance incentives earned by the player during the term of the contract (including any option year) negotiated by the Contract Advisor. For example, and without limitation, the term compensation shall not include any "honor" incentive bonuses (e.g., ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits or other payments provided for in the player's individual contract.

(4) A Contract Advisor is prohibited from receiving any fee for his/her services until and unless the player receives the compensation upon which the fee is based. However, these Regulations recognize that in certain circumstances a player may decide that it is in his best interest to pay his Contract Advisor's fee in advance of the receipt of any deferred compensation from his NFL club. Accordingly, a player may enter into an agreement with a Contract Advisor to pay the Contract Advisor a fee advance on deferred compensation due and payable to the player. Such fee advance may only be collected by the Contract Advisor after the player has performed the services necessary under his contract to entitle him to the deferred compensation. Further, such an agreement between a Contract Advisor and a player must be in writing, with a copy sent by the Contract Advisor to the NFLPA.

For purposes of determining the fee advance, the compensation shall be determined to be an amount equal to the present value of the deferred player compensation. The rate used to deter-



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mine the present value of the deferred compensation shall be the rate at which the term “Interest” is defined under Article 1 of the 2011 CBA.

(5) A Contract Advisor who is found to have violated Section 3(B)(2) or (3) of these Regulations shall not be entitled to a fee for services provided to a player who was the subject of an improper inducement under Section 3(B)(2) or (3). In the event that the Contract Advisor collects any fees from the player before a finding of such violation, he/she shall be required to reimburse the player for such fees. If the improper inducement was a loan of money or property which was to be repaid or returned to the Contract Advisor, the money or property need not be repaid or returned by the player who was the subject of the improper inducement under Section 3(B)(2) or (3). This Section 4(B)(5) shall not be subject to any waiver by player, and any attempt by a Contract Advisor to circumvent this provision shall subject the Contract Advisor to discipline under these Regulations. Nothing in this subsection shall preclude the NFLPA from disciplining a Contract Advisor who violates Section 3(B)(2) or (3), it being intended that the forfeiture of fees and/or loaned money or property be in addition to any discipline imposed under these Regulations.

**C. Existing Representation Agreements**

Any representation agreement between an NFL player and a Contract Advisor which was signed between March 11, 2011 and September 9, 2011 shall remain in full force and effect and shall govern the relationship between the Contract Advisor and the player. Any disputes between the parties concerning such agreements may be submitted for arbitration under these Regulations if both the player and the Contract Advisor agree in writing to do so.

**SECTION 5: ARBITRATION PROCEDURES**

**A. Disputes**

This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following:

- (1) Denial by the NFLPA of an applicant’s Application for Certification;
- (2) Any dispute between an NFL player and a Contract Advisor with respect to the conduct of individual negotiations by a Contract Advisor;
- (3) The meaning, interpretation or enforcement of a fee agreement;
- (4) Any other activities of a Contract Advisor within the scope of these Regulations;
- (5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3(B)(21). If a Contract Advisor proves such a violation of Section 3(B)(21), then the Arbitrator shall award reasonable damages proven and/or any money award which he/she deems equitable; and/or
- (6) A dispute between two or more Contract Advisors with respect to their individual entitlement to fees owed, whether paid or unpaid, by a player-client who was jointly represented by such Contract Advisors, or represented by a firm with which the Contract Advisors in question were associated. In such cases, at player’s option, any fees paid or payable by the player after the dispute arises shall be placed in escrow pending final resolution of such dispute, and paid out of escrow in accordance with the Arbitrator’s decision.



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(With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2(D). Once arbitration has been invoked, the procedure set forth in Section 5(D)-(H) shall apply.)

**B. Filing**

The arbitration of a dispute under Section 5(A)(2)-(6) shall be initiated by the filing of a written grievance either by the player or Contract Advisor. Any such grievance must be filed within 180 days from the date of the occurrence of the event upon which the grievance is based or within 180 days from the date on which the facts of the matter become known or reasonably should have become known to the grievant, whichever is later. A player need not be under contract to an NFL club at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a Contract Advisor by sending the written grievance by prepaid certified mail to the Contractor Advisor's business address, by personal delivery at such address, or by email to the email address on file with the NFLPA or an email address that has previously been used for correspondence between the parties.

A Contract Advisor may initiate a grievance against a player or Contract Advisor by sending the written grievance by prepaid certified mail to the player or Contractor Advisor's business address, by personal delivery at such address, or by email to either the email address on file with the NFLPA or an email address that has previously been used for correspondence between the parties.

The written grievance shall set forth the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and Contract Advisor alleged to have been violated, if applicable, and the relief sought. In addition, a properly and fully completed Section 5 Grievance Notification Form (Attached as Appendix F) shall be attached to the written grievance and sent to the respondent, with a copy to the NFLPA.

**C. Answer**

The party against whom a grievance has been filed ("the respondent") shall answer the grievance in writing by certified mail, personal delivery, or email to the grievant and the NFLPA within twenty (20) calendar days of receipt of the grievance. The answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth, where applicable, the reasons why the respondent believes the grievance should be denied. No later than thirty (30) days after receipt of the grievance, the NFLPA shall provide the Arbitrator with copies of the grievance and answer and all other relevant documents. If an answer is not filed within this time limit, the Arbitrator, in his/her discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

**D. Arbitrator**

The NFLPA shall select a skilled and experienced person to serve as the outside impartial Arbitrator for all cases arising hereunder. The Committee on Agent Regulation and Discipline ("CARD") may, at its discretion, appoint up to two (2) additional arbitrators to hear cases arising hereunder.

**E. Hearing**

After receipt of the grievance documents pursuant to this Section 5(C), or receipt of an appeal of a denial of Certification pursuant to Section 2(D), the Arbitrator shall select a time and place

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for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the NFLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents shall include but not be limited to NFL Player Contracts, other salary information, and Standard Representation Agreements. The Arbitrator may, at his/her discretion, order discovery in disputes between Contract Advisors filed pursuant to Section 5(A)(5).

The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At such hearing, all parties to the dispute and the NFLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call at the discretion of the Arbitrator. All hearings shall be transcribed. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance.

Such decision shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Contract Advisor involved; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) days. The Arbitrator may award interest at his/her discretion.

**F. Telephone Conference Call Hearings**

Any hearing conducted pursuant to the provisions of this Section in which the amount in dispute is less than \$10,000 shall be conducted via telephone conference call if any party so requests.

**G. Costs**

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne by the NFLPA; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit.

**H. Time Limits**

The time limits of this Section may be extended only by written agreement of the parties.



**SECTION 6**

**SECTION 6: OVERSIGHT AND COMPLIANCE PROCEDURE**

**A. Disciplinary Committee**

The President of the NFLPA shall appoint a three to five person Committee on Agent Regulation and Discipline (“CARD”) which may prosecute disciplinary procedures against Contract Advisors who violate these Regulations. Any action taken shall be by a majority vote of CARD members. CARD shall consist of active or retired NFL players chosen at the discretion of the President. The General Counsel of the NFLPA shall serve as a non-voting advisor to CARD and the General Counsel (or designee) will serve as CARD’s Counsel in prosecuting disciplinary actions pursuant to this Section.

**B. Complaint; Filing**

Disciplinary proceedings against any Certified Contract Advisor shall be initiated by the filing of a written Complaint against the Contract Advisor by CARD. Such complaint shall be based upon verified information received by the NFLPA from any person having knowledge of the action or conduct of the Contract Advisor in question, including, but not limited to, players, NFLPA staff, other Contract Advisors, NFL Management Personnel, or other persons associated with professional or amateur football. The Complaint shall be sent to the Contract Advisor by confirmed email, facsimile or overnight delivery addressed to the Contract Advisor’s business office, or may be hand-delivered to the Contract Advisor personally at his/her business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee on Agent Regulation and Discipline within one (1) year from the date of the occurrence which gave rise to the Complaint, or within one (1) year from the date on which the information became known or reasonably should have become known to the Committee on Agent Regulation and Discipline, whichever is later. The filing deadline for initiating a Complaint arising out of facts that are the subject of a Section 5 dispute, civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator’s final decision in the Section 5 grievance or final disposition in such other civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation.

In the extraordinary circumstance where the CARD’s investigation discloses that the Contract Advisor’s conduct is of such a serious nature as to justify immediately revoking or suspending his/her Certification, CARD may immediately revoke or suspend his/her Certification with the filing of the Disciplinary Complaint or thereafter. In such event, the Contract Advisor will be entitled to an expedited appeal of that action pursuant to Section 6(E) of the Regulations, except that such appeal shall not stay the discipline.

A Contract Advisor’s Certification shall automatically be revoked pursuant to the above-referenced extraordinary circumstances language if a Contract Advisor: (1) Has his/her annual membership dues check returned for insufficient funds on two (2) or more occasions; (2) Fails to attend a Contract Advisor seminar in any given year as required by these Regulations; or (3) Fails to submit a completed and signed year-end certification as required pursuant to Article 18, Section 2(b) of the 2011 Collective Bargaining Agreement. (The preceding sentence shall not limit in any way the CARD’s ability to determine extraordinary circumstances on a case-by-case basis.)

**C. Answer**

The Contract Advisor against whom the Complaint has been filed shall have thirty (30) days in which to file a written answer to the Complaint. Such answer shall be sent by confirmed email, facsimile or overnight delivery to CARD at the offices of the NFLPA. The answer must admit or deny the facts alleged in the Complaint, and must assert any facts or arguments which the Contract Advisor wishes to state in his/her defense. Failure to file a timely answer shall be deemed an admission of the allegations in the Complaint and consent to the revocation of the Contract Advisor's Certification and/or to any other discipline imposed by CARD.

**D. Proposed Disciplinary Action**

Except in cases where discipline has been imposed prior to the receipt of the answer, CARD shall, as soon as possible but no later than ninety (90) days after receipt of the answer, inform the Contract Advisor in writing (by confirmed email, facsimile or overnight delivery) of the nature of the discipline, if any, CARD proposes to impose, which discipline may include one or more of the following:

- (1) Issuance by CARD of an informal order of reprimand to be retained in the Contract Advisor's file at the NFLPA's office;
- (2) Issuance by CARD of a formal letter of reprimand which may be made public in NFLPA publications and other media;
- (3) Suspension of a Contract Advisor's Certification for a specified period of time during which Contract Advisor shall be prohibited from representing any NFL player in individual contract negotiations with an NFL club or assisting in or advising with respect to such negotiations. During such suspension Contract Advisor shall also be prohibited from engaging either directly or indirectly in any "recruiting activities." The term "recruiting activities" shall be deemed to include recruiting of any NFL players or prospective NFL players on behalf of himself/herself or any representation firm with which the suspended Contract Advisor is associated, and/or recruiting on behalf of any other Contract Advisor or representation firm. During such suspension Contract Advisor may, at the discretion of CARD, be prohibited from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Representation Agreement;
- (4) Revocation of the Contract Advisor's Certification hereunder;
- (5) Prohibition of a Contract Advisor from soliciting or representing any new player-clients for a specified period of time. However, Contract Advisor shall retain the right to represent any player-clients signed to a Standard Representation Agreement with Contract Advisor at the time of the suspension; and/or
- (6) Imposition of a fine payable within thirty (30) days of the imposition of such fine, with one-half (1/2) of such fine payable to the Players Assistance Trust (PAT).

**E. Appeal**

The Contract Advisor against whom a Complaint has been filed under this Section may appeal CARD's proposed disciplinary action to the outside Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following Contract Advisor's receipt of notification of the proposed disciplinary action. A timely filing of a Notice of Appeal shall result in an automatic stay of any disciplinary action, except in cases of: (1) immediate suspension or



**SECTION 7**

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revocation of a Certification pursuant to Section 6(B); (2) a failure to pass a Contract Advisor examination; or, (3) a denial of an Application for Certification pursuant to Section 2(D).

Within ten (10) days of receipt of the Notice of Appeal, the Arbitrator shall set a date, time and place for a hearing on the Appeal. Such date shall be within forty-five (45) days of receipt of the Notice of Appeal. The failure of Contract Advisor to file a timely appeal shall be deemed to constitute an acceptance of the discipline, which shall then be promptly imposed.

**F. Arbitrator**

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same Contract Advisor and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the NFLPA shall select another skilled and experienced person to serve as the outside impartial Arbitrator.

**G. Conduct of Hearing**

At the hearing of any Appeal pursuant to this Section 6, the Committee on Agent Regulation and Discipline shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. CARD and the Contract Advisor shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the action or conduct of the Contract Advisor alleged to be in violation of the Regulations. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. All hearings pursuant to this Section shall be transcribed. There shall be no pre-hearing or post-hearing briefs required in Appeal hearings unless requested by the Arbitrator on a specific legal issue.

At the close of the hearing in expedited appeals or within thirty (30) days thereafter in non-expedited cases, the Arbitrator shall issue a decision on the Appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee on Agent Regulation and Discipline. The Arbitrator shall decide two issues: (1) whether the Contract Advisor has engaged in or is engaging in prohibited conduct as alleged by CARD; and (2) if so, whether the discipline proposed by CARD should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding upon all parties.

**H. Time Limits, Costs**

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NFLPA, except that the Contract Advisor shall pay any Arbitrator fees or expenses relating to a hearing that is postponed by the Contract Advisor. Each party will bear the costs of its own witnesses and counsel, and other expenses related to its participation in the proceedings.

**SECTION 7: EFFECTIVE DATE; AMENDMENTS**

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These Regulations became effective on September 9, 2011 and include all amendments subsequently adopted by the NFLPA Board of Player Representatives through August 2016.

The Executive Committee and/or the Board of Player Representatives of the NFLPA may amend these Regulations from time to time.

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**NFL PLAYERS**  
ASSOCIATION

**APPLICATION FOR CERTIFICATION AS AN NFLPA CONTRACT ADVISOR**

I, \_\_\_\_\_  
(Full Name) (Social Security number)

\_\_\_\_\_  
(Business name)

\_\_\_\_\_  
(Business address and affiliation, if any) (Zip Code)

\_\_\_\_\_  
(Telephone) (Fax) (E-Mail Address)

hereby apply for certification as an NFLPA Contract Advisor pursuant to the NFLPA Regulations Governing Contract Advisors as adopted, effective September 9, 2011, and amended periodically thereafter.

In advance of completing and signing this Application, I have read the NFLPA Regulations Governing Contract Advisors, which were provided to me along with this Application.

In submitting this Application, I agree to comply with and be bound by these Regulations (including but not limited to the maximum fee schedule), which are incorporated herein by reference and any subsequent amendments thereto.

I understand that I am required to fully and properly complete this Application and that my failure to do so prior to the Application filing deadline will result in an automatic denial of my Application.

I understand that making any false or misleading statement of a material nature in answering any question on this Application can result in denial or revocation of Certification. Further, I understand and agree that during the period of time between my filing of this Application for Certification and my Certification by the NFLPA, I am prohibited from directly or indirectly soliciting any players for representation as a Contract Advisor.

I understand that all the information contained in this Application is for the use of the NFLPA and its members, both present and future, in its efforts to achieve quality representation for NFL players. I agree that all of the information contained herein can be maintained and used by the NFLPA in performing its functions and can be provided by the NFLPA to individual NFL players or prospective players.

I understand and agree that a precondition to being granted Certification is that I swear and affirm that every agreement which I enter into with a player for the performance of a Contract Advisor's services on or after September 9, 2011 (including any modification, extension or renewal of an agreement that was in effect prior to September 9, 2011) shall conform to the Standard Representation Agreement required by the Regulations.

I agree that if granted Certification I will save and hold harmless the NFLPA, its officers, employees, and representatives from any liability whatsoever resulting from my acts of commission or omission in providing services to any player in connection with his individual contract negotiations with an NFL Club or in connection with any subsequent enforcement of such individual contract or any other contracts involving any player I represent.

I agree that if I am denied Certification, or if subsequent to obtaining Certification it is revoked or suspended pursuant to the Regulations, the exclusive method for challenging any such action is through the arbitration procedure set forth in the Regulations.

In consideration for the opportunity to obtain Certification and in consideration of the NFLPA's time and expense incurred in the processing of my application for such Certification, I further agree that this Application and the Certification, if one is issued to me, along with the NFLPA Regulations Governing Contract Advisors shall constitute a contract between the NFLPA and myself.

**ALL QUESTIONS MUST BE ANSWERED COMPLETELY AND MUST BE TYPED.**

If space provided is not sufficient, attach additional information on a separate sheet and clearly identify the item number the additional sheet(s) represent.

**1. General**

a. Have you ever been known by any other name or surname?

**YES**    **NO**   If yes, state all names used and when used, including a maiden name or any other married names:

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b. Date of birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_   Birthplace: \_\_\_\_\_

c. Name of spouse: \_\_\_\_\_

d. Spouse's employer and address: \_\_\_\_\_

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e. Does your spouse or any other relative have any business relationship with the National Football League or its Clubs?

**YES**    **NO**   If yes, specify in detail:

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**2. Education**

a. Law or other graduate school attended:

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(full name)





Dates of Attendance: From \_\_\_\_\_ to \_\_\_\_\_  
(month & year) (month & year)

Degree: \_\_\_\_\_ Date awarded: \_\_\_\_\_

b. Colleges or Universities attended:

(school)	(city & state)	(dates attended)	(degree)	(date awarded)
(school)	(city & state)	(dates attended)	(degree)	(date awarded)
(school)	(city & state)	(dates attended)	(degree)	(date awarded)

c. High School attended:

(school)	(city & state)	(year graduated)
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d. If you have not received a degree from an accredited four year college/university and a post-graduate degree from an accredited college/university, list below the negotiating experience you wish the NFLPA to consider in lieu of a college and post-graduate degree (See Regulations, Section 2 (A)).

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3. Current Occupation/Employment

a. I am currently: (check one)

EMPLOYED BY:

(name of employer)	(address)	(telephone)
(dates of employment)		
(nature of employment)		

DOING BUSINESS AS:

(name of employer)	(address)	(telephone)
(dates of employment)		
(nature of employment)		

b. Please list below the names of employers, addresses, telephone numbers, positions held, and dates of all your employment for the past ten (10) years (use additional pages if necessary).

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**4. Lawyers and Law Graduates**

a. Have you been admitted to the Bar in any jurisdiction?

YES  NO If yes, please list jurisdiction and dates of admissions:

_____	_____
(jurisdiction)	(date of admission)
_____	_____
(jurisdiction)	(date of admission)
_____	_____
(jurisdiction)	(date of admission)

b. Do you have any Application for Bar admission currently pending?

YES  NO If yes, please state where you have applied and the status of that Application:

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c. Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined or disqualified as an attorney, as a member of any other profession, or as a holder of any public office?

YES  NO If yes, please describe each such action, the dates of occurrence, and the name and address of the authority imposing the action in question:

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d. Are any charges or complaints currently pending against you regarding your conduct as an attorney, as a member of any profession, or as a holder of public office?

**YES**    **NO**   If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

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e. Has your right to practice before any governmental office, bureau, agency, commission, etc., ever been restricted, suspended, withdrawn, denied, or terminated?

**YES**    **NO**   If yes, please explain fully:

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**5. All Applicants**

(Lawyers and law graduates need not repeat answers given in Section 4 pertaining to your status as a lawyer or law graduate when providing answers in this Section. For example, if a lawyer is also a CPA, answer these questions only as they relate to your status as a CPA.)

a. Are you a member of any business or professional organization which directly relates to your occupation or profession?

**YES**    **NO**   If yes, please list:

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b. Please list any occupational or professional licenses or other similar credentials (i.e., Certified Public Accountant, Chartered Life Underwriter, Registered Investment Advisor, etc.) you have obtained other than college or graduate school degrees, including dates obtained:

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c. Are you registered, or have you applied to be registered pursuant to any state statutes regulating athlete agents?    **YES**    **NO**   If yes, list states and status of registration:

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d. Have you ever been denied an occupational or professional license, franchise or other similar credentials for which you applied?

**YES**    **NO**   If yes, please explain fully:

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e. Do you currently have pending any application for an occupational or professional license, franchise or other similar credentials?

**YES**    **NO**   If yes, please describe and indicate status of each such application:

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f. Have you ever been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member of any profession, or as a holder of any public office?

**YES**    **NO**   If yes, please describe each such action, the date(s) of occurrence, and the name and address of the authority imposing the action in question:

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g. Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public office?

**YES**    **NO**   If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

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h. Has your right to engage in any profession or occupation ever been restricted, suspended, withdrawn, or terminated?

**YES**    **NO**   If yes, please explain fully:

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**6. All Applicants:**

a. Have you ever been charged with, indicted for, convicted of, or pled guilty or pled no contest to a criminal charge, other than minor traffic violations (\$100 fine or less)?

**YES**  **NO** If yes, please indicate nature of offense, date of conviction, criminal authority involved, and punishment assessed:

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b. Have you ever been a defendant in any civil proceedings in which allegations of fraud, misrepresentation, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery, professional negligence, or legal malpractice were made against you?

**YES**  **NO** If yes, please describe fully and indicate results of the civil proceeding(s) in question:

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c. Have you ever had legal proceedings brought against you by any player, players association, professional sports club or league (NFL or otherwise) for any reason?

**YES**  **NO** If yes, please describe fully and indicate the results of the action in question:

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d. Have you ever been adjudicated insane or legally incompetent by any court?

**YES**  **NO** If yes, please provide details:

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e. Were you ever suspended or expelled from any college, university, graduate school, or law school?

**YES**  **NO** If yes, please explain fully:

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f. Has any surety or any bond on which you were covered been required to pay any money on your behalf?

YES  NO If yes, please describe circumstances:

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g. Are there any unsatisfied judgments of continuing effect against you (other than alimony or child support)?

YES  NO If yes, provide full details:

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h. Have you ever been declared bankrupt or been an owner or part owner of a business which has declared bankruptcy?

YES  NO If yes, provide full details:

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**7. References**

a. Please list below the names, addresses, and daytime telephone numbers of at least three (3) persons, not related to you, who have known you for at least the last five (5) years and who can attest to your character (Names of officers, Player Representatives, or staff members of the NFLPA may not be used):

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b. Please list below the names, current addresses, and current telephone numbers of at least two (2) entities which can attest to your financial credit (i.e., credit card companies, lending institutions, etc.):

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**8. Professional Sports Experience**

a. Please list below (or attach a list which includes) the names of every NFL player, including rookies, you are now representing or have represented in the past in individual contract negotiations with NFL Clubs, including the dates of such representation and the NFL Club(s) involved:



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b. Apart from professional football, list any other professional sports in which you currently represent or have previously represented any professional athlete; state whether you have been approved or certified as agent in such sport (and the date of approval), and for each such sport, specify the number of athletes you currently represent:

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c. (Optional - applicant may refrain from answering if he/she desires.)

Please list below the names of any other professional athletes, entertainers, or celebrities you are now representing or have represented in the past, indicating the type of representation, the dates of representation, and the employers involved:

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**9. NFL Management Personnel**

List the names of any coaches, general managers or other management officials of any NFL Club you presently represent or have represented in the past regarding employment with their respective Clubs:

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**10. Related Businesses and Personnel**

a. List the name, address and phone number for each firm or organization with which you are currently affiliated where the business of representing professional athletes is customarily conducted:

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b. For each such firm or organization, state whether it is a sole proprietorship, corporation, partnership, or other entity (specify):

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c. If a partnership, list the name of each partner; if a corporation, list the name of each officer and member of the board of directors. Designate those partners, officers or members of the board of directors who customarily perform work for professional athletes:

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d. List each person, not named in 10.c. above who: (a) has a significant ownership interest in your firm or organization; (b) has wholly or partially financed your firm or organization (other than financing or credit extended in the ordinary course of business by lending institutions); or (c) directly or indirectly exercises or has the power to exercise a controlling influence over the management of your firm or organization:

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e. Describe the ownership interest, the amount of financing, and/or basis of controlling influence for each person listed in 10.d. above:

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f. Describe fully the nature of the business of each of your firm(s) or organization(s) listed in 10.a. above:

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g. With respect to your present business, list each person employed by that business who is engaged in the representation of professional athlete(s) and write a description of his/her area(s) of specialty:

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h. List all persons employed by you or any of your businesses, either directly or indirectly, who solicit, recruit or recommend players on your behalf. For each person listed include current addresses, phone numbers, and a brief description of your business relationship with them, including any fee arrangements:

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**11. Business Services**

a. What services do you or your firm provide to Players?

(Please check each service provided.)

- Contract Negotiation                       Estate Planning
- Tax Planning                                       Financial Planning
- Investment Counseling                       Appearances/Endorsements

Other Services (Explain) \_\_\_\_\_

b. Do you manage, invest or in any other manner handle funds for NFL players?

**YES**     **NO**    If yes, are you bonded?

**YES**     **NO**    If yes, please provide details as to the amount of the bond, the name and address of the surety or bonding company, etc.:

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If yes, are you currently registered under the Investment Advisors Act? If no, explain why:

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c. If you do not provide services in one or more of the areas listed in 11.a. above, do you assist the player in securing such services?

**YES**  **NO** If so, describe what you do in this regard (include name and address of each individual/firm to which you customarily refer players for each such service and state whether or not you receive a fee from those individuals for the referral, and the basis of any fee):

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d. With respect to the areas in which you do not provide services, do you: (a) have an ownership interest in; (b) wholly or partially finance; or (c) directly or indirectly exercise a controlling influence over any firm or organization that does provide such services?

**YES**  **NO** If so, list the name and address of each firm or organization, the services it provides, and a detailed explanation of your relationship to and/or involvement with such firm or organization (including financial relationships):

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e. Do you have any agreement, understanding or relationship of any kind with any individual, firm or organization pursuant to which such individual, firm or organization solicits or recommends players to use your services?

**YES**  **NO** If so, explain fully, including the name and address of each such person, firm or organization, and whether or not you provide any compensation or other consideration to such individual, firm or organization:

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f. If you provide services in addition to contract negotiation services, please indicate your customary fees for financial planning, investment counseling, estate planning, tax planning, legal advice, and/or appearances/endorsements. (Specify whether fees are based on a percentage of the player's salary negotiated, on his total income, on an hourly fee, or on some other arrangement.) Specify your customary fees in each such area, and indicate the relationship, if any, of such fees to the fees you charge for player contract negotiations and related services:

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g. Do you bill the player for your expenses in connection with the services referred to in number 11.f. above?

**YES**    **NO**   If so, on what basis do you bill (e.g., itemize out-of-pocket, daily rate or other basis):

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h. Do you allocate any expenses among various player clients?

**YES**    **NO**   If so, describe method of allocation:

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**ACKNOWLEDGEMENT**

CITY OF: \_\_\_\_\_

STATE OF: \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, affirm that I have read the foregoing questions and have personally answered the same fully and honestly and the answers to said questions are true to my knowledge. Further, I agree to be bound by these Regulations in their entirety.

\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**NFL PLAYERS**  
ASSOCIATION

**AUTHORITY AND CONSENT TO PROCURE AND RELEASE INFORMATION  
INCLUDING PERSONAL CONSUMER CREDIT REPORTS**

**(1) SCREENING QUESTIONNAIRE FOR IDENTIFICATION PURPOSES:**

Name: \_\_\_\_\_  
(Last) (First) (Middle)

Home Address: \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

**(2) AUTHORIZATION AND GENERAL RELEASE:**

I understand the NFL PLAYERS ASSOCIATION is assessing my qualifications to be an NFLPA Certified Contract Advisor. I understand that being a Contract Advisor is a position of trust and as such I hereby authorize the NFL PLAYERS ASSOCIATION and all of its agents to request and receive any information and records concerning me, including, but not limited to, consumer credit, criminal record history, driving, employment, military, civil, regulatory, educational data, and reports, from any individuals, corporations, partnerships, associations, institutions, schools, governmental agencies and departments, courts, law enforcement and licensing agencies, consumer reporting agencies, and other entities, including my present and previous employers ("Third Party Institutions"). I understand that this potential relationship is a business relationship and is neither a potential relationship involving employment nor a transaction for personal, family or household purposes. I further release and discharge the NFL PLAYERS ASSOCIATION, all of its agents and all of its subsidiaries and affiliates, the Third Party Institutions and every employee or agent of any of them, and all individuals and personal, business, private, or public entities of any kind, from any and all claims and liability arising out of any request(s) for, or receipt of, information or records pursuant to this authorization, or arising out of any compliance, or attempted compliance, with such request(s). I also authorize the NFL PLAYERS ASSOCIATION to procure investigative reports and understand that they may involve personal interviews with sources such as friends, neighbors, and associates. I also hereby authorize and consent to the procurement by the NFL PLAYERS ASSOCIATION or its agents of a personal consumer credit report on me for the purpose of the NFL PLAYERS ASSOCIATION making this business decision about me. I understand that I have the right to make a written request within a reasonable period of time for disclosure of the personal consumer credit report, such personal consumer credit report being governed by the Fair Credit Reporting Act. I acknowledge that I have voluntarily provided the above information for qualification as an NFLPA Certified Contract Advisor, and I have carefully read and I understand this authorization. Further, I understand that the NFL PLAYERS ASSOCIATION or its agents have the right to periodically request and receive any information and records concerning me during the time period I remain an NFLPA Certified Contract Advisor and that any information obtained during the initial investigation or any follow-up investigation may be provided to players and their family members who are advising them in selecting a Contract Advisor. The following is my true and complete legal name, and all the above information is true and correct to the best of my knowledge.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_





**NFL PLAYERS**  
ASSOCIATION

**NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION  
CONTRACT ADVISOR CERTIFICATION**

THE NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION,  
*relying upon an*  
*Application for Certification previously filed, hereby grants Certification to*

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*to act as an NFLPA Contract Advisor pursuant to the  
NFLPA Regulations Governing Contract Advisors  
adopted September 9, 2011  
and amended from time to time thereafter.*

*This Certification is effective beginning as of the date hereof,  
and shall continue in full force in effect until and  
unless suspended, revoked, or terminated in accordance with  
the foregoing Regulations.*

Dated at Washington, DC. this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

By \_\_\_\_\_

By issuing this Certification the NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION  
does not endorse or recommend the employment of the holder of this Certification and expressly prohibits any Contract Advisor from  
representing or holding out that this Certification is evidence of the holder's skill, honesty, competence or qualifications to represent players in contract  
negotiations or otherwise. The NFLPA disclaims any liability for the acts or omissions of any Contract Advisor certified by it.



**NFL PLAYERS**  
ASSOCIATION

### STANDARD REPRESENTATION AGREEMENT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ (hereinafter “Player”) and \_\_\_\_\_ (hereinafter “Contract Advisor(s)”).

WITNESSETH:

In consideration of the mutual promises hereinafter made by each to the other, Player and Contract Advisor agree as follows:

#### 1. General Principles

This Agreement is entered into pursuant to and in accordance with the National Football League Players Association (hereinafter “NFLPA”) Regulations Governing Contract Advisors (hereinafter the “Regulations”) effective September 9, 2011, and as amended thereafter from time to time.

#### 2. Representations

Contract Advisor represents that in advance of executing this Agreement, he/she has been duly certified as a Contract Advisor by the NFLPA. Player acknowledges that the NFLPA Certification of the Contract Advisor is neither a recommendation of the Contract Advisor, nor a warranty by NFLPA of the Contract Advisor’s competence, honesty, skills or qualifications.

Contract Advisor hereby discloses that he/she (check one):  represents or has represented;  does not represent and has not represented NFL management personnel, any NFL coaches, other professional football league coaches, or college football coaches in matters pertaining to their employment by or association with any NFL club, other professional football league club or college. If Contract Advisor responds in the affirmative, Contract Advisor must attach a properly completed and signed SRA Coaches and NFL Personnel Disclosure Form (Appendix G of the Regulations).

#### 3. Contract Services

Player hereby retains Contract Advisor to represent, advise, counsel, and assist Player in the negotiation, execution, and enforcement of his playing contract(s) in the National Football League. In performing these services, Contract Advisor acknowledges that he/she is acting in a fiduciary capacity on behalf of Player and agrees to act in such manner as to protect the best interests of Player and assure effective representation of Player in individual contract negotiations with NFL Clubs. Contract Advisor shall be the exclusive representative for the purpose of negotiating player contracts for Player. However, Contract Advisor shall not have the authority to bind or commit Player to enter into any contract without actual execution thereof by Player. Once Player agrees to and executes his player contract, Contract Advisor agrees to also sign the player contract and send a copy (by email, facsimile or overnight mail) to the NFLPA and the NFL Club within 48 hours of execution by Player.

Player and Contract Advisor (check one):  have  have not entered into agreements or contracts relating to services other than the individual negotiating services described in this Paragraph (e.g., financial advice, tax preparation). If the parties have, complete 3(A) and 3(B) below.

A. Describe the nature of the other services covered by the separate agreements:

B. Contract Advisor and Player hereby acknowledge that Player was given the opportunity to enter into any of the agreements described in Paragraph 3(A) above and this Standard Representation Agreement, without the signing of one agreement being conditioned upon the signing of any of the other agreements in violation of Section 3(B)(22) of the NFLPA Regulations Governing Contract Advisors. (Initial below)

\_\_\_\_\_  
 (Player)                      (Contract Advisor)                      (Contract Advisor)                      (Contract Advisor)                      (Contract Advisor)

**4. Compensation for Services**

A. If a Contract Advisor succeeds in negotiating an NFL Player Contract acceptable to Player and signed by Player during the term hereof, Contract Advisor shall receive a fee as set forth in subparagraph B below. CONTRACT ADVISOR AND PLAYER AGREE AND ACKNOWLEDGE THAT THE AMOUNT OF SUCH FEE IS FREELY NEGOTIABLE BETWEEN THEM, EXCEPT THAT NO AGREED UPON FEE MAY BE GREATER THAN:

(1) Three percent (3%) of the compensation received by Player for each playing season covered by a Player Contract which is the result of negotiations between Contract Advisor and an NFL Club; or

(2) The lesser percentage specified in Section 4(B)(1)(a) of the Regulations in a case where Player signs a one-year tender as a Franchise, Transition, or Restricted Free Agent player.

B. THE FEE FOR CONTRACT ADVISOR'S SERVICES UNDER THIS AGREEMENT SHALL BE ONE-AND-ONE-HALF PERCENT (1.5%) OF THE COMPENSATION RECEIVED BY THE PLAYER FOR EACH PLAYING SEASON COVERED BY THE NFL PLAYER CONTRACT NEGOTIATED BY THE CONTRACT ADVISOR, UNLESS SPECIFIED OTHERWISE BELOW. BOTH CONTRACT ADVISOR AND PLAYER MUST INITIAL THE APPROPRIATE LINE BELOW TO AGREE TO ANY FEE OTHER THAN ONE-AND-ONE-HALF PERCENT (1.5%). (Initial below)

	Contract Advisor	Player
Three Percent (3%)	_____	_____
Two-and-one-half Percent (2.5%)	_____	_____
Two Percent (2%)	_____	_____
One Percent (1%)	_____	_____
Other (specify below)	_____	_____

In computing the allowable fee pursuant to this Paragraph 4 the term "compensation" shall include only base salaries, signing bonuses, reporting bonuses, roster bonuses, Practice Squad salary in excess of the minimum Practice Squad salary specified in Article 33 of the Collective Bargaining Agreement, and any performance incentives actually received by Player. The term "compensation" shall not include any "honor" incentive bonuses (i.e., ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits.

#### **5. Payment of Contract Advisor's Fee**

Contract Advisor shall not be entitled to receive any fee for the performance of his/her services pursuant to this Agreement until Player receives the compensation upon which the fee is based. However, Player may enter into an agreement with Contract Advisor to pay any fee attributable to deferred compensation due and payable to Player in advance of when the deferred compensation is paid to Player, provided that Player has performed the services necessary under his contract to entitle him to the deferred compensation. Such fee shall be reduced to its present value as specified in the NFLPA Regulations (see Section 4(B)). Such an agreement must also be in writing, with a copy sent to the NFLPA.

In no case shall Contract Advisor accept, directly or indirectly, payment of any fees hereunder from Player's club. Further, Contract Advisor is prohibited from discussing any aspect of his/her fee arrangement hereunder with any club.

Player shall make all fee payment(s) only to the following Contract Advisor listed as Designated Payee: \_\_\_\_\_ at the address provided by the Designated Payee in Paragraph 9 herein.

#### **6. Expenses**

A. Player shall reimburse Contract Advisor for all reasonable and necessary communication expenses (i.e., telephone and postage) actually incurred by Contract Advisor in connection with the negotiation of Player's NFL contract. Player also shall reimburse Contract Advisor for all reasonable and necessary travel expenses actually incurred by Contract Advisor during the term hereof in the negotiation of Player's NFL contract, but only if such expenses and approximate amounts thereof are approved in advance by Player. Player shall promptly pay all such expenses upon receipt of an itemized, written statement from Contract Advisor.

B. After each NFL season and prior to the first day of May following each season for which Contract Advisor has received fees and expenses, Contract Advisor must send to Player (with a copy to the NFLPA) an itemized statement covering the period beginning March 1 of the prior year through February 28th or 29th of that year. Such statement shall set forth both the fees charged to Player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations; (b) management of player's assets; (c) financial, investment, legal, tax and/or other advice; and (d) any other miscellaneous services.

#### **7. Disclaimer of Liability**

Player and Contract Advisor agree that they are not subject to the control or direction of any other person with respect to the timing, place, manner or fashion in which individual negotiations are to be conducted pursuant to this Agreement (except to the extent that Contract Advisor shall comply with NFLPA Regulations) and that they will save and hold harmless the NFLPA, its officers, employees and representatives from any liability whatsoever with respect to their conduct or activities relating to or in connection with this Agreement or such individual negotiations.



**8. Disputes**

Any and all disputes between Player and Contract Advisor involving the meaning, interpretation, application, or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the arbitration procedures set forth in Section 5 of the NFLPA Regulations Governing Contract Advisors.

**9. Notices**

All notices hereunder shall be effective if sent by confirmed email, facsimile or overnight delivery to the appropriate address contained in this Agreement.

If to the Contract Advisor (Designated Payee):

(Full Legal Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Email Address) \_\_\_\_\_

If to the Player:

(Full Legal Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

(Email Address) \_\_\_\_\_

**10. Entire Agreement**

This Agreement, along with the NFLPA Regulations, sets forth the entire agreement between the parties hereto and cannot be amended, modified or changed orally. Any written amendments or changes shall be effective only to the extent that they are consistent with the Standard Representation Agreement as approved by the NFLPA.

**11. Filing**

This contract must be signed by all parties and filed electronically with the NFLPA. Contract Advisor agrees to file electronically a copy of this fully executed agreement within five (5) days of its execution while also sending electronically a copy to the Player and retaining a copy for the Contract Advisor's files. Contract Advisor further agrees to submit an electronic copy of any and all other executed agreements between Player and Contract Advisor to NFLPA pursuant to the Regulations.

**12. Term**

The term of this Agreement shall begin on the date hereof and shall remain in effect until such time that it is terminated by either party in which case termination of this Agreement shall be effective five (5) days after written notice of termination is given to the other party. Notice shall be effective for purposes of this paragraph if sent by confirmed email, facsimile or overnight delivery to the appropriate address contained in this Agreement. Notwithstanding the above, if this Standard Representation Agreement is being signed by a prospective rookie player (a "rookie" shall be defined as a person who has never signed an NFL Player Contract) prior to the date which is thirty (30) days before the NFL Draft, then this Agreement shall not be terminable by Player until at least thirty (30) days after it has been signed by Player.

If termination pursuant to the above provision occurs prior to the completion of negotiations for an NFL player contract(s) acceptable to Player and signed by Player, Contract Advisor shall be entitled to compensation for the reasonable value of the services performed in the attempted negotiation of such contract(s) provided such services and time spent thereon are adequately documented by Contract Advisor. If termination pursuant to the above provision occurs after Player has signed an NFL player contract negotiated by Contract Advisor, Contract Advisor shall be entitled to the fee prescribed in Paragraph 4 above for negotiation of such contract(s).

In the event that Player is able to renegotiate any contract(s) previously negotiated by Contract Advisor prior to expiration thereof, and such renegotiated contract(s) for a given year equals or exceeds the compensation in the original contract, the Contract Advisor who negotiated the original contract shall still be entitled to the fee he/she would have been paid pursuant to Paragraph 4 above as if such original contract(s) had not been renegotiated. If Contract Advisor represents Player in the renegotiation of the original contract(s), and such renegotiated contract(s) for a given year equals or exceeds the compensation in the original contract, the fee for such renegotiation shall be based solely upon the amount by which the new compensation in the renegotiated contract(s) exceeds the compensation in the original contract(s), whether or not Contract Advisor negotiated the original contract(s).

In the event that the Player renegotiates any contract(s) and the renegotiated compensation for a given year is less than the compensation in the original contract, the fee to the Contract Advisor who negotiated the original contract shall be his/her fee percentage applied to the new compensation, but only after the new compensation is reduced by the percentage which the compensation was reduced from the original contract. The fee to the Contract Advisor who negotiated the new contract shall be his/her fee percentage applied to the new compensation, but only after the new compensation is reduced by the compensation applicable to the original Contract Advisor's fee as calculated pursuant to the immediately preceding sentence.

If the Contract Advisor's Certification is suspended or revoked by the NFLPA or the Contract Advisor is otherwise prohibited by the NFLPA from performing the services he/she has agreed to perform herein, this Agreement shall automatically terminate, effective as of the date of such suspension or termination.

### **13. Governing Law**

This Agreement shall be construed, interpreted and enforced according to the laws of the State of \_\_\_\_\_.

Contract Advisor and Player recognize that certain state statutes regulating sports agents require specified language in the player/agent contract. The parties therefore agree to the following additional language as required by state statute:

**EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT**

IN WITNESS WHEREOF, the parties hereto have hereunder signed their names as hereinafter set forth.

1. _____ (Signature of CONTRACT ADVISOR)	_____
_____	_____
(Print Name)	(Print Name)
_____	_____
(Street or P.O. Box)	(Street or P.O. Box)
_____	_____
(City, State, Zip Code)	(City, State, Zip Code)
_____	_____
(Telephone)	(In-Season Telephone)
_____	_____
(Fax Number)	(Off-Season Telephone)
_____	_____
(Email Address)	(Email Address)
<b>[Complete below for any additional Contract Advisor(s)]</b>	_____
2. _____	(Player's Birthdate)
(Signature of CONTRACT ADVISOR)	_____
_____	(College/University)
(Print Name)	_____
_____	(Signature of PARENT or GUARDIAN (if Player is under 21 Years of Age))
(Email Address)	_____
3. _____	(Print Name)
(Signature of CONTRACT ADVISOR)	_____
_____	(Street Address)
(Print Name)	_____
_____	(City, State, Zip Code)
(Email Address)	_____
4. _____	(Telephone)
(Signature of CONTRACT ADVISOR)	_____
_____	
(Print Name)	
_____	
(Email Address)	





**NFL PLAYERS**  
ASSOCIATION

**NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS**

**SECTION 5 GRIEVANCE NOTIFICATION FORM**

I, \_\_\_\_\_ (Grievant), hereby file the attached Section 5 grievance against you, \_\_\_\_\_ (Respondent), pursuant to Section 5 of the NFLPA Regulations Governing Contract Advisors.

GRIEVANT:

RESPONDENT

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Fax)

Type of Grievance (Check only one):

- Dispute between a Player and Contract Advisor(s)
- Dispute between two (2) Contract Advisors with respect to a violation of Section 3(B)(21)
- Dispute between two (2) or more Contract Advisors with respect to their individual entitlement to fees by a player who they jointly represent

Instruction for Respondent:

The Respondent shall answer the grievance in writing and shall serve it upon the Grievant by prepaid certified mail or personal delivery within twenty (20) days of receipt of the grievance, with a copy to the NFLPA. The answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth, where applicable, the reasons why the Respondent believes the grievance should be denied.

Send all correspondence to the NFLPA Legal Department.



**NFL PLAYERS**  
ASSOCIATION

**NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS  
SRA COACHES AND NFL PERSONNEL DISCLOSURE FORM**

I, \_\_\_\_\_ (Contract Advisor) currently represent or have represented the following NFL Management personnel, NFL Coaches, other professional football league coaches or college coaches in matters pertaining to their employment by or association with any NFL Club, other professional football league club or college:

	<u>Name</u>	<u>Club/College</u>	<u>Position</u>	<u>Years</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Sample

I hereby certify that the above information is true and complete.

\_\_\_\_\_  
(Signature of Contract Advisor)

\_\_\_\_\_  
(Date)

I, \_\_\_\_\_ (Player), hereby acknowledge receiving this SRA Coaches and NFL Personnel Disclosure Form and have had adequate time to consider this information prior to signing my Standard Representation Agreement.

\_\_\_\_\_  
(Signature of Player)

\_\_\_\_\_  
(Date)



# **EXHIBIT B**



**WNBPA  
REGULATIONS  
GOVERNING PLAYER AGENTS**

**Drafted January 1, 2000**



## **FOREWORD**

This booklet is designed to provide you with pertinent information concerning the player agent regulation system developed by the Women's National Basketball Players Association. The impetus for this system was the increasing recognition among WNBA players of the need: (1) to insure that agents representing players (including rookies) in individual contract negotiations with the WNBA and/or WNBA teams provide services of a high quality at fee levels that are fair and equitable; and (2) to establish a program for assisting players in selecting individual agents. The culmination of this effort is the promulgation of the following documents: the WNBPA Regulations Governing Player Agents, Application for Certification as a WNBPA Player Agent, Women's National Basketball Players Association Certification for Player Agents, and Standard Player Agent Contract.

Persons who wish to represent WNBA players in individual contract negotiations must comply with the Regulations and become certified as a WNBPA Player Agent before they can participate in such negotiations. Individuals wishing to become certified should review the entire contents of this booklet and then promptly file a complete Application with the WNBPA office at 1700 Broadway, Suite 1400, NY, NY 10019.

We would like to take this opportunity to thank you in advance for your wholehearted cooperation in this important undertaking. We are confident that you share the Association's commitment to achieving the salutary objectives of this program.

The Committee  
Women's National Basketball Players Association

## WNBPA Regulations Governing Player Agents

### INTRODUCTION

The Officers and Player Representatives of the Women's National Basketball Players Association ("WNBPA" or "Players Association") hereby adopt the following Regulations Governing Player Agents who provide representation services to players (including rookies) by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the WNBA and/or teams of the Women's National Basketball Association ("WNBA"). These Regulations are adopted pursuant to the authority and duty conferred upon the WNBPA as the exclusive bargaining representative of WNBA players pursuant to Section 9 (a) of the National Labor Relations Act, which provides in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such units for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

In Article II ("Recognition Clause") of the April, 1999 Collective Bargaining Agreement ("CBA") between the WNBA and the Players Association the parties to that Agreement have agreed as follows:

The WNBA recognizes the Players Association as the exclusive collective bargaining representative of persons who are employed by the WNBA as professional basketball players (and/or who become so employed at any time during the term of this Agreement or any extension thereof); and the Players Association warrants that it is duly empowered to enter into this Agreement for and on behalf of such persons. The WNBA and the Players Association agree that, notwithstanding the foregoing, such persons and the WNBA (and/or, in the case of Team Promotional and Marketing Agreements, a Team) may, on an individual basis, bargain with respect to and agree upon the provisions of Player Contracts and Promotional and Marketing Agreements, but only as and to the extent permitted by this Agreement.

The authority for a player agent to act on behalf of his/her individual client(s) is derived solely and exclusively from the authority delegated to the player agent by the WNBPA as the exclusive collective bargaining agent of all WNBA players. As such, the WNBPA has a fiduciary obligation to represent the interests of all WNBA players, and therefore the objectives and strategies of the WNBPA must always be considered of paramount importance by a player agent, even in circumstances where such objectives and strategies are in conflict (either actual or apparent) with the interests of the player agent's individual client(s). Notwithstanding the foregoing, if the circumstances of the conflict could lead to irreparable harm to the player the player agent should attempt to resolve the conflict to minimize harm to all parties.

The Players Association shall submit to the WNBA League Office a list of certified agents; that list shall be updated by the Players Association on a continuing basis. The WNBA, in carrying out its reviewing authority with respect to individual Player Contracts, agrees to implement the following procedure:

The WNBA and/or its teams shall not enter into any Standard Player Contract with a player unless such player (i) is represented in the negotiations with respect to such Standard Player Contract by an agent or representative authorized to represent her and duly certified by the Players Association in accordance with the Players Association's Agent Regulation Program; or (ii) acts on her own behalf in negotiating such Standard Player Contract.

If, notwithstanding the foregoing, negotiations involving the WNBA and/or WNBA teams and a non-certified player agent take place and a contract is executed, that contract shall be deemed voidable, at the sole discretion of the Committee (or its designee(s)); however, the Committee (or its designee(s)) may also elect to allow the contract but not allow the agent to collect a fee.

## SECTION 1: SCOPE OF REGULATION

A. No person (other than a player representing herself) shall be permitted to conduct individual contract negotiations on behalf of a player (including a rookie)\* and/or assist in or advise with respect to such negotiations with the WNBA and/or WNBA teams after the effective date of these Regulations unless he/she is (1) currently certified as a player agent pursuant to these Regulations, and (2) signs the Standard Player Agent Contract with the player (See Section 4).

B. The activities or conduct of player agents that are governed by these Regulations include, but are not limited to:

The providing of advice, counsel, information or assistance to players\*\* (including rookies) with respect to negotiating their individual contracts with the WNBA and/or WNBA teams and/or thereafter in enforcing those contracts; the conduct of compensation negotiations with the WNBA on behalf of individual players; and any other activity or conduct which directly bears upon the player agent's integrity, competence or ability to properly represent individual WNBA players and the WNBPA in individual contract negotiations, the handling of player funds, providing tax counseling and preparation services and providing financial investment or financial management advice to individual players.

Notwithstanding, the obligation and duties of a player agent to his/her individual client(s), the player agent owes a duty to the collective player body, as embodied by the WNBPA, which, except in situations where the player could be irreparably harmed, supercedes the agents' duty to his/her individual client(s).

C. All provisions of these Regulations, including this one, may be amended by the Officers and Player Representatives of the WNBPA periodically as they deem appropriate.

## SECTION 2: REQUIREMENTS FOR CERTIFICATION

Effective January 1, 2000, any person who wishes to perform the functions of a player agent described in Section 1(A) above must be certified by the WNBPA, pursuant to the following procedure:

### A. Applying For Certification

The person must file a verified Application for Certification. The application (accompanied by any and all applicable application fees) is to be submitted by prepaid certified or overnight mail to the WNBPA Committee on Agent Regulation - "the Committee" - designated to receive and act upon such applications. The Committee shall consist of the WNBPA's Officers and Executive Director (or such person(s) as the Committee designates to act in its stead), assisted by legal counsel. The Committee will not entertain any application filed in the name of any corporation, company, partnership or other business entity; only individual persons are eligible for certification. There is no limit on the number of individuals in any one corporation or other business entity who are eligible for certification.

To be eligible for certification, the applicant must have received a degree from an accredited four-year college/university. However, the Committee (or its designee(s)) shall have the authority to determine whether relevant negotiating or other business experience can substitute for any year(s) of education.

Within thirty (30) days of filing of an Application for Certification, the Committee (or its designee(s)) shall determine whether certification shall be granted to the applicant; provided, however, that this period may be extended for up to an additional ninety (90) days upon written notification to the applicant before the expiration of the initial thirty (30) day period. Upon receipt of an agent's Application for Certification, the Committee (or its designee(s)) may, in the context of reviewing the application, request further written materials from the applicant and/or conduct whatever further investigation it deems appropriate, including an informal conference with the applicant.

\* Throughout these Regulations the term 'rookie' shall mean any player who has not played in the WNBA in any season prior to entering into her first contract with the WNBA and/or a WNBA club.

\*\*For purposes of these Regulations the term "player" shall mean anyone eligible to play in the Women's National Basketball Association, including a player about to enter her rookie season in the WNBA.

Information from the Agent's Application for Certification may be provided by the WNBPA to any player demonstrating to the WNBPA's satisfaction an interest in retaining such agent.

All certified agents shall be subject to a review of their certification every three (3) years or on an ad hoc basis as determined by the Committee (or its designee(s)). The Committee (or its designee(s)) shall have absolute discretion as to the fitness of the player agent to continue serving in his/her capacity as a certified agent upon conclusion of the review. If following a review of a player agent's certification, it is determined that the player agent is unfit to continue serving in his/her capacity as a certified agent, the player agent shall have the right to appeal the decision of the Committee (or its designee(s)) to the Arbitrator.

## **B. Interim Certification**

During the period that an Application for Certification is pending, the Committee (or its designee(s)) may authorize any agent who has filed an application to provide representational services to one or more players engaged in individual contract negotiations with the WNBA and/or WNBA teams if the Committee (or its designee(s)) deems such authorization to be in the player's best interest. However, such interim action shall be specifically limited to the terms contained in the Committee's authorization and, in any event, shall not constitute a waiver of the Committee's right thereafter to deny certification under these Regulations.

## **C. Grounds for Denial of Certification**

Given the important function that player agents perform for the individual players they represent, it is the WNBPA's intention in promulgating these Regulations to insure that only those persons who can reasonably be expected to faithfully carry out those responsibilities will be entitled to certification. Grounds for denial of certification shall include, but not be limited to the following:

- (1) A determination that the applicant has made false or misleading statements in the application;
- (2) A determination that the applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, conversion, theft or fraud, which would render him/her unfit to serve in a fiduciary capacity on behalf of players;
- (3) A determination that the applicant has engaged in any other conduct that impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
- (4) A determination that the applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments thereto and that he/she will abide by the fee structure contained in the standard form player-agent contract incorporated into these Regulations.
- (5) A determination that the applicant has been denied certification, or had his/her certification revoked, by another professional sports players association.

## **D. Appeal From Denial of Certification**

In the event an application for certification is denied pursuant to this section, the applicant shall be notified in writing (by prepaid certified or overnight mail) of the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of the Regulations, provided that such appeal must be initiated by filing by prepaid certified or overnight mail a written notice of appeal upon the Committee and the Arbitrator within thirty (30) days of receipt of the notice denying his/her application for certification. The appeal shall be processed and resolved in accordance with the arbitration procedures set forth in Section 5, paragraphs D through F of these Regulations. The appeal to arbitration shall constitute the exclusive method of challenging any denial of certification.

## **E. Suspension or Revocation of Certification and/or Imposition of Fines**

At any time subsequent to granting a certification to a player agent the Committee (or its designee(s)) can, based upon information brought to its attention or acting on its own initiative, propose suspending or revoking such certification (or, alternatively, imposing a fine upon a player agent for a lesser violation) on any ground that would have provided a basis for denying certification in the first place (see Section 2, C) and/or for conduct prohibited in Section 3, B (1)-(22) of these Regulations.\* Any such proposed suspension, revocation or fine must be sent by prepaid certified or

\*In the extraordinary circumstance where the Committee's investigation discloses that the agent's conduct is of such a serious nature as to justify immediately invalidating his/her certification, the Committee (or its designee(s)) is authorized to take such action. In such event, the agent may appeal that action in the same manner as he/she could appeal from a proposed suspension or termination set forth in Section 6.

overnight mail to the player agent's office or residence. The agent may appeal any such proposed suspension or revocation by complying with the procedure for invoking arbitration as set forth in Section 6 at paragraphs B through H, however, if a fine is imposed as an alternative to suspension or revocation of certification, there shall be no right of appeal. The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of certification.

#### **F. Form of Certification**

Upon approving an Application for Certification as a player agent, the Committee (or their designee(s)) shall provide the applicant with a written certification.

The player agent will thereupon be authorized, subject to these Regulations, to serve as a player agent in conducting individual player negotiations with the WNBA and/or WNBA teams and/or assisting in or advising with respect to such negotiations.

In granting Certification the Committee shall not be deemed to have endorsed any particular agent; and, in no event, shall the grant of certification be deemed to impose liability upon the WNBPA or its Committee on Agent Regulation (or their designee(s)), its player representatives or its membership for any acts or omissions of the player agent in providing representation to any player.

### **SECTION 3: STANDARD OF CONDUCT FOR PLAYER AGENTS IN PROVIDING SERVICES GOVERNED BY THESE REGULATIONS**

As described above, the objective of the WNBPA in issuing these Regulations is to enable players to make informed selection of agents and to insure that the player agents shall provide to the individual players whom they represent in contract negotiations with the WNBA and/or WNBA teams effective representation at fair and reasonable rates that are uniformly applicable.

#### **A. General Requirements**

Consistent with this objective, a player agent shall be required to:

- (1) Disclose on his/her application (and, subsequent to the application process, when any material change has occurred), as well as upon request of the Committee (or its designee(s)), any and all information relevant to his or her qualifications to serve as a player agent, including, but not limited to, background, special training, other employment, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- (2) Pay the annual agent fees no later than the first of January every year for the upcoming season.
- (3) Attend the inaugural WNBPA seminar, and then additional WNBPA seminars as required by the Committee, except when the Committee (or its designee(s)) determines not to require the attendance of its experienced agents at any seminar. Any request for an exemption from attending an agent seminar must be made in writing and approved in writing by the Committee (or its designee(s)).
- (4) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;
- (5) Pass a competency exam, if such exam shall be instituted;
- (6) Advise the player and report to the WNBPA any known violations by the WNBA or a WNBA club of a player's individual contract or of her rights under any applicable CBA;
- (7) Provide the WNBPA with a copy of any player compensation agreement you negotiated on her behalf with the WNBA or any WNBA team within 24 hours after the contract is executed;
- (8) Memorialize in writing the terms of any loan or advance made to, or line of credit secured by a player agent on behalf of a player and provide the player and the WNBPA with a copy within 48 hours after the loan/advance has been made;
- (9) Provide the WNBPA with a copy of any Power of Attorney agreement between the player agent and the player.
- (10) Provide on or before March 1 of each year, to each player whom he/she represents, with a copy to the Association, an itemized statement covering the period January 1 through December 31 of the immediately prior year which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with the performance of, the following services; (a) individual player salary negotiations, and/or grievance arbitration, (b) the management of the player's assets, (c) the provision to the player of financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services;
- (11) Permit a person or firm authorized by a former or current player-client, or the WNBPA, with

- the consent of the player, to conduct an audit, upon request, of all relevant books and records relating to any services provided to that player;
- (12) Notify the WNBPA promptly of any significant changes in your status relevant to your continuing to be certified as a player agent. Specifically, player agents are required to notify the WNBPA, in writing of:
    - (a) Any change involving your employment or business structure that has taken place since the filing of your application for certification;
    - (b) Any change in the player(s) you represent that has taken place since the filing of your application for certification;
    - (c) Any disciplinary or legal proceeding (other than family law matters) that has been initiated against you, or filed by you, or any formal charge or complaint filed against you, or filed by you in your professional capacity since the filing of your application for certification.
  - (13) Provide the Association (with a copy to each player that he/she currently represents) the information set forth in the revised Application for Certification.
  - (14) Provide the Association with any and all information, documents or materials that the Association deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the Association.
  - (15) Fully comply with all applicable local, state, provincial and federal laws and regulations.

## **B. Prohibited Conduct Subject to Discipline**

To further effectuate the objectives of these Regulations player agents are prohibited from:

- (1) Representing any player in individual contract negotiations with the WNBA and/or any WNBA club unless the agent (i) has a current certification (ii) has a fully executed Standard Player Agent Contract with each such player, and (iii) has submitted the original, fully executed Standard Player Agent Contract to the WNBPA;
- (2) Providing or offering (or causing to be provided or offered) a monetary inducement (other than a fee less than the maximum fee contained in the standard fee agreement established by these Regulations) to any player (including a rookie) or college athlete to induce or encourage that person to utilize his/her services;
- (3) Providing or offering (or causing to be provided or offered) money or any other thing of value to a member of a player's family or any other person for the purpose of inducing or encouraging the player to utilize his/her services or for the purpose of inducing or encouraging that person to recommend that a player (including a rookie) or college athlete utilize the services of the agent;
- (4) Providing (or causing to be provided) materially false or misleading information to any player (including a rookie) or college athlete in the context of seeking to be selected as a player agent for that individual or in the course of representing that player as her agent;
- (5) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional basketball league or team or in any other business venture that would create an actual conflict of interest or the appearance of a conflict of interest between any individual player and the agent, or the WNBPA and the agent;
- (6) Representing or providing services to, either directly or indirectly: (i) the General Manager, coach or any other official, employee or independent contractor of the WNBA, NBA, or any WNBA or NBA team (or prospective General Manager coach, official, employee, or independent contractor) in matters pertaining to his/her employment or any other matters in which he/she has any financial stake in or association with the WNBA, NBA and/or WNBA and NBA teams or (ii) any individual who subjects an agent to interests, duties, obligations or responsibilities that could adversely affect an agent's judgment, counsel, advice or loyalty to a player;
- (7) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of WNBA players; provided that the representation of two or more players on any one club shall not by itself be deemed to be prohibited by this provision;
- (8) Soliciting or accepting money or anything of value from the WNBA, NBA, any WNBA club, and/or any NBA club in circumstances where to do so would create a conflict or an apparent conflict with the interests of any player he/she represents;
- (9) Negotiating and/or agreeing to any provision in a player contract which deprives that player of any benefit contained in any collectively bargained agreement between the WNBA and the WNBPA;
- (10) Negotiating and/or agreeing to any provision in a player contract which directly or indirectly violates any stated policies, rules or requirements established by the WNBPA;
- (11) Concealing material facts from any player whom the agent is representing which relate to the subject of the individual player's contract negotiation;
- (12) Failing to advise the player and to report to the WNBPA any known violations by the WNBA and/or any WNBA club of a player's individual contract;
- (13) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit,

- misrepresentation, or other conduct which reflects adversely on his or her fitness as a player agent or jeopardizes his/ her or the WNBPA's effective representation of WNBA players;
- (14) Breaching the provisions of the Standard Player Agent Contract that the agent is required to enter into pursuant to these Regulations;
  - (15) Circumventing the fee limits of the standard form maximum fee agreement by knowingly increasing the fees that the player agent had charged or otherwise would have charged the player for other services, including but not limited to, financial consultation, advice concerning money management, and/or negotiating endorsement agreements on behalf of players;
  - (16) Violating the provisions of the Standard Player Agent Contract whereby the agent agrees to resolve all disputes involving the meaning, interpretation, application or enforcement of that agreement exclusively through arbitration and not to initiate any lawsuit for breach of contract against the player;
  - (17) Violating the confidentiality provisions of the WNBA/WNBPA Anti-Drug Program.
  - (18) Failing to disclose in writing to any player represented by the player agent any fee paid or received by the player agent to or from a third party in return for providing services to that player;
  - (19) Violating any NCAA rules;
  - (20) Violating any applicable state regulations governing player agents;
  - (21) Assigning a player's Standard Player Agent Contract to a third party without the consent of the player and the WNBPA; and,
  - (22) Violating any of the requirements of Section 3 (A)(1-15) or Section 4(A) or any other provisions of these Regulations.

A player agent who engages in any prohibited conduct defined above shall be subject to discipline (including, but not limited to, fines) in accordance with the procedures of Sections 2 and 6 of these Regulations.

### **C. Further Obligations**

In addition to refraining from the foregoing prohibited conduct, the WNBPA further requires that every agent will carry out the representational services covered by these Regulations with the highest degree of professional competence and integrity. In this connection, the WNBPA likewise expects that to achieve and maintain high quality performance, every player agent, at a minimum, will take the necessary steps to become knowledgeable about the WNBPA's structure, the economics of the industry, applicable collective bargaining agreements, basic negotiating techniques, and all areas of the law relevant to his/her professional duties. If, after these Regulations become effective, the Committee (or its designee(s)) determines that there is a need to impose additional requirements with respect to the quality of agent performance, the Committee reserves the right to amend these Regulations accordingly.

## **SECTION 4: AGREEMENTS BETWEEN PLAYER AGENTS AND PLAYERS; MAXIMUM FEES**

### **A. Standard Form**

To qualify to perform the services of a player agent under these Regulations, a person must satisfy three prerequisites; (1) he/she must be certified; (2) he/she must have a fully executed WNBPA Standard Player Agent Contract with the player; and (3) he/she must have submitted a fully executed, original Standard Player Agent Contract to the WNBPA along with any other contract(s) for additional services that the agent has executed with the player. Retyped contracts will not be accepted.

An original executed agreement shall be sent by prepaid certified or overnight mail by the player agent to the Committee within three (3) days of Execution.

Once the agent satisfies the three prerequisites stated above, he/she shall be authorized to function as a player agent under these Regulations.

Any agreement between a player agent and a player entered into after the effective date of these Regulations which is not in writing or which does not meet the requirements of these Regulations shall be of no force and effect, and no player agent shall have the right to assert any claim against the player for compensation on the basis of such purported contract.

Any agreement entered into after the effective date of these Regulations shall include a provision whereby either party may terminate that agreement at any time upon providing written notice to the

other party. Notice must be sent by overnight mail and is effective at the close of business on the following day. A copy of the written termination must be sent to the WNBPA within 48 hours of execution.

**B. Players Agent's Compensation**

The maximum fees that the player agent may charge or collect shall be as follows:

- (1) If the player agent negotiates a Standard Player Contract ("SPC") whereby the player receives compensation under the WNBA-WNBPA Collective Bargaining Agreement, the agent shall receive a maximum fee of five percent (5%) of the compensation actually received by the player for each such season, unless the player and her agent have agreed to a lesser percentage;\*
- (2) If the player agent negotiates a WNBA league or team marketing agreement the agent shall receive a maximum fee of five percent (5%) of the compensation negotiated for the player for each such contract, unless the player and her agent have agreed to a lesser percentage.\*

In computing the maximum allowable fee for negotiating the SPC, the term "compensation" shall include base salary, signing bonus and any performance bonus actually received by the player. No other benefits negotiated on behalf of the individual player shall be taken into consideration - including, but not limited to, the value of a personal loan, an insurance policy, an automobile, or a residence, etc.\*\* Any portion of a fee based on player compensation that is unascertainable at the time the player contract is negotiated (e.g., a performance bonus) shall not be collected by the agent until the player has received such compensation.

The player agent is prohibited from receiving any fee for his/her services unless and until the player actually receives the compensation upon which the fee is based. Consistent with this objective, a player agent is prohibited from including any provision in a fee agreement with a player whereby the player becomes obligated to make any fee payment to the agent in advance of the player's receipt of the compensation upon which the fee is based. However, in promulgating these Regulations the WNBPA recognizes that in certain circumstances a player may decide that it is in her best interest to pay her agent's fee in advance of the receipt of any compensation - whether it be her salary for the current playing season or deferred compensation.\*\*\* Accordingly, it is the intent of these Regulations that an option be accorded to the player to make advance fee payments to her agent if the player chooses to do so. In any such situation the agent is authorized to accept the advance payment. Further, any such agreement between an agent and a player must be in writing with a copy sent to the WNBPA. If a player has made advance fee payments to her agent and is subsequently waived or for any other reason does not receive salary upon which the advanced fee payment was made, the agent must return all advanced fees within thirty (30) days.

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\*For example, if the individual player contract provides for \$50,000 in compensation under the SPC and \$20,000 in compensation under a WNBA Marketing Agreement, the maximum fee to which the agent is entitled shall be \$2,500 for negotiating the SPC and \$1,000 for negotiating the WNBA Marketing Agreement.

\*\*The amount of the agent's fee shall not be affected by the fact that the player receives a guaranteed contract from the WNBA and/or a WNBA club.

\*\*\*With respect to deferred compensation, the agent shall only be entitled to a fee based on the present value of that compensation.



### **C. Effective Date and Existing Agreements**

Effective January 1, 2000, any player agent who thereafter wishes to provide representational services to any player in connection with that player's contract negotiations with the WNBA and/or any WNBA team must comply with these Regulations.

Any dispute covering the proper application of these Regulations to any existing agreement between a player and her agent shall be subject to the arbitration procedure set forth in Section 5 herein, which shall constitute the exclusive method for the resolution thereof.

Any provision for fees in any agreement between an agent and a player in effect as of January 1, 2000, or entered into anytime thereafter which relates to any service other than negotiating player contracts, WNBA and/or WNBA Team Marketing Agreements, or any other agreements between the player and the WNBA and/or WNBA Team for the performance of the player's services, or assisting in or advising with respect to such negotiations (e.g., financial consulting or money management services), shall be considered severable from the fee provisions of this section.

## **SECTION 5: ARBITRATION PROCEDURES**

### **INTRODUCTION**

In establishing this system for regulating agents it is the intention of the WNBPA that the arbitration process shall be the sole and exclusive method for resolving any and all disputes that may arise from (1) denying certification to an agent; or (2) the interpretation, application or enforcement of these Regulations and the resulting fee agreements between player agents and individual players. This will insure that those disputes - which involve essentially internal matters concerning the relationship between individual players, the WNBPA in its capacity as their exclusive bargaining representative, and player agents performing certain delegated representative functions relating particularly to individual player compensation negotiations - will be handled and resolved expeditiously by the decisionmaker established herein, without need to resort to costly and time-consuming formal adjudication.

The provisions of this section shall apply with respect to the following types of disputes that may arise under these Regulations:

- (1) The Committee on Agent Regulation (or its designee(s)) denies an Application for Certification and the applicant wishes to appeal from that action;
- (2) Any dispute that arises with respect to the meaning, interpretation, or enforcement of a fee agreement (described in Section 4) entered into between a player and her agent; and,
- (3) Any other disputes and/or activities involving a player and/or a player agent within the scope of these regulations.

With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2(D). Once arbitration has been invoked, the procedure set forth in subparagraphs D-F, below, shall apply.

With respect to any dispute that may rise pursuant to paragraphs (2) and/or (3) above, the following procedures shall apply:

#### **A. Filing**

The arbitration of a dispute under subparagraphs (2) and/or (3) above shall be initiated by the filing of a written grievance either by the player or her agent.

Any such grievance must be filed within ninety (90) days from the date of the occurrence of the event upon which the grievance is based or within ninety (90) days from the date on which the facts of the matter become known or reasonably should have become known to the grievant. A player need not be under contract to the WNBA or a WNBA club at the time a grievance relating to her hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a player agent if she (i) sends the written grievance by prepaid certified or overnight mail to the player agent's business address or by personal delivery at such address, and (ii) sends a copy to the WNBPA. A player agent may initiate a grievance against a player if he/she (i) sends a written grievance by prepaid certified or overnight mail to the player or by personal delivery of the grievance to the player; and (ii) sends a copy thereof to the WNBPA. The written grievance shall set forth in plain and understandable terms the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and her agent alleged to have been violated, and the relief sought.

**B. Answer**

The party against whom a grievance has been filed ("the respondent") shall answer the grievance in writing by certified or overnight mail or personal delivery to the grievant within thirty (30) calendar days of receipt of the grievance. The Answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth the reasons why the respondent believes the grievance should be denied. The respondent must also provide a copy of his/her Answer to the WNBPA at the same time. Once the Answer is filed, the WNBPA shall promptly provide the Arbitrator with copies of the grievance and Answer and all other relevant documents. If an Answer is not filed within this time limit, the Arbitrator, in his/her discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

**C. Arbitrator**

The WNBPA has selected a skilled, experienced and impartial person to serve as the Arbitrator for all cases arising hereunder.

**D. Hearing**

The Arbitrator shall schedule a hearing on the dispute in New York City, except that the Arbitrator may select an alternative site after consulting with the parties and the WNBPA. At such hearing, the parties - i.e., the player and the player agent\* - may appear in person or by counsel or other representative. The parties to the dispute and the WNBPA, as well, will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to appear at the hearing, the witness' testimony may be taken by telephone conference call if the parties and the Arbitrator agree and/or if the Arbitrator so orders. Within thirty (30) days after the close of the hearing, the Arbitrator shall issue a written award. That award shall constitute full, final and complete resolution of the grievance, and will be binding upon the player and the player agent involved. Given the uniquely internal nature of any such dispute that may be presented to the Arbitrator, it is the WNBPA's intention that an award issued by the Arbitrator not be subject to judicial review on any grounds.

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\*In an appeal from a denial of certification the parties will be the player agent and the Committee on Agent Regulation.

**E. Costs**

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne equally between the parties to the grievance; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if he/she deems a party's conduct to be frivolous. If the Arbitrator grants a monetary award, it shall be paid within ten (10) days.

**F. Time Limits**

The time limits of this Section may be extended by written agreement of the parties.

**SECTION 6: OVERSIGHT AND COMPLIANCE PROCEDURE**

**A. Disciplinary Committee**

In addition to performing the function of reviewing and acting upon all Applications for Certification, the Committee on Agent Regulation also shall serve as the Disciplinary Committee, or shall designate certain of its members to serve as the Disciplinary Committee. In the latter capacity, it shall have the authority and responsibility of initiating and then presenting disciplinary cases against player agents who engage in prohibited conduct as defined in Section 3, B (1) - (22), above. In carrying out this function the Committee also will have the assistance of legal counsel.

**B. Complaint; Filing**

Disciplinary proceedings against any certified player agent shall be initiated by the filing of a written complaint against the agent by the Committee when it has reasonable cause to believe that the player agent has engaged in or is engaging in prohibited conduct. The Committee may act on the basis of its own knowledge or on the basis of information obtained from any person having knowledge of the action or conduct of the player agent in question, including, but not limited to, players, WNBPA staff, federal, state or local governmental authorities or other persons associated with professional or intercollegiate basketball. The Complaint shall be sent to the player agent by prepaid certified or overnight mail addressed to the player agent's business office, or may be hand-delivered to the player agent personally at his/her business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee (or its designee(s)) within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information sufficient to create reasonable cause became known or reasonably should have become known to the Committee, whichever is later. The filing deadline for initiating a Complaint arising out of facts which are the subject of a Section 5 grievance or dispute, criminal or civil litigation, arbitration, criminal or civil proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator's final disposition in the Section 5 grievance or the final decision in such other criminal or civil litigation, arbitration, criminal or civil proceedings, administrative hearing or investigation.

**C. Answer**

The player agent against whom the Complaint has been filed shall have twenty (20) days in which to file a written Answer to the Complaint. Such Answer shall be sent by prepaid certified or overnight mail to the Committee at the offices of the WNBPA. The Answer must admit or deny the facts alleged in the Complaint, and shall also assert any

facts or arguments which the player agent wishes to state in his/her defense. Failure to timely answer shall be deemed an admission of the allegations in the Complaint.

**D. Proposed Disciplinary Action**

Within thirty (30) days after receipt of the Answer, the Committee shall inform the player agent in writing (by prepaid certified or overnight mail) of the nature of the discipline, if any, which the Committee proposes\* to impose, which discipline may include one or more of the following:

- (1) Issuance by the Committee of an informal order of reprimand to be retained in the player agent's file at the Committee's offices;
- (2) Issuance of a formal letter of reprimand which may be made public;
- (3) Imposition of a fine upon the player agent, payable within thirty (30) days of the imposition of such fine;
- (4) Suspension of a player agent's certified status for a specified period of time during which he/she is prohibited from representing the WNBPA in conducting individual contract negotiations for any WNBA player or assisting in or advising with respect to such negotiations. During such suspension or revocation of certification the player agent may, at the discretion of the Committee, be prohibited from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Player Agent Contract; and,
- (5) Prohibiting the player agent from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Player Agent Contract; and
- (6) Revocation of the player agent's Certification hereunder.

**E. Appeal**

The player agent against whom a Complaint has been filed under this Section may appeal the Committee's proposed disciplinary action to the Arbitrator by filing a written Notice of Appeal with the Arbitrator with a copy to the Committee within twenty (20) days following his receipt of notification of the proposed disciplinary action.

Within thirty (30) days of receipt of the Notice of Appeal, the arbitrator shall set a time and place for a hearing on the appeal, which hearing shall take place in New York City, unless the parties mutually agree upon Chicago or Los Angeles.

The failure of a player agent to file a timely appeal shall be deemed to constitute an acceptance of the proposed discipline which shall then be promptly administered.

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\*If the Committee already has invalidated the agent's certification (see asterisk [\*] at page 3), the same appeal procedure as contained herein shall apply.

**F. Arbitrator**

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same player agent and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the Committee shall select another skilled, impartial and experienced person to serve as the Arbitrator.

**G. Conduct of Hearing**

At the hearing of any appeal pursuant to this Section 6, the Committee shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the player agent shall be afforded a full opportunity to present, through testimony or otherwise, its evidence pertaining to the action or conduct of the player agent alleged to be prohibited by the Regulations. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. All hearings will be transcribed. There shall be no pre-hearing or post-hearing briefs required in Appeal hearings unless requested by the Arbitrator.

At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a decision on the appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee. The Arbitrator shall decide two issues: (1) whether the player agent has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee is reasonable in the circumstances of the case under review. If the Arbitrator decides both questions affirmatively, the Arbitrator shall issue an order affirming the proposed discipline; if the Arbitrator decides that the player agent has not engaged in any prohibited conduct, the Arbitrator shall issue an order vacating the proposed discipline and dismissing the case: and, if the Arbitrator decides the first question affirmatively but concludes that the proposed penalty is unreasonable, the Arbitrator shall issue an order modifying the penalty (provided, however, that no modification can result in the imposition of more severe discipline than that proposed by the Committee). The Arbitrator's decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding on all parties.

**H. Time Limits; Cost**

Each of the time limits set forth in this Section may be extended only by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator under this section 6 will be paid by the WNBPA. Each party will bear the costs of its own witnesses and counsel, and any other expenses related to its participation in the proceedings.

**SECTION 7: EFFECTIVE DATE: AMENDMENT**

These Regulations shall become effective on January 1, 2000.

These Regulations may be amended periodically by the action of the Officers of the WNBPA and the Player Representatives.

# EXHIBIT C



**NBPA  
REGULATIONS  
GOVERNING  
PLAYER  
AGENTS**

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AS AMENDED JUNE 2019

# **NBPA REGULATIONS GOVERNING PLAYER AGENTS**

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AS AMENDED JUNE 2019



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## INTRODUCTION

These Regulations govern Player Agents who provide representational services to Players (including “rookies”) by conducting individual contract negotiations with National Basketball Association (“NBA”) Teams, assisting or advising in connection with such negotiations, and/or administering, advising, or enforcing agreements reached as a result of those negotiations. These Regulations were first promulgated by the Officers and Player Representatives of the National Basketball Players Association (“NBPA”) in 1986 and have remained in effect with modifications in 1991, 2016, 2018 and 2019.

**A**

## **THE NBPA’S OBJECTIVES IN ESTABLISHING RULES FOR CERTIFYING AND REGULATING PLAYER AGENTS**

The NBPA’s primary objectives in promulgating, maintaining, amending and enforcing these Regulations include the following:

- (1) To establish and enforce minimum requirements to become a certified Player Agent;
- (2) To afford each Player the opportunity to select a certified Player Agent who, in turn, has agreed to comply with these Regulations, to represent or advise Players as a fiduciary with honesty, competency and loyalty, and act consistent with the Player’s membership in a collective bargaining unit;
- (3) To make available to each Player a comprehensive disclosure of facts relevant to the ability of an individual to serve in the critical role of a fiduciary, thereby affording the Player the opportunity to make well informed decisions about his important choice of a Player Agent;
- (4) To establish and enforce uniform standards of conduct and fiduciary responsibility applicable to all certified Player Agents, which has become increasingly important because the business of many Player Agents has become international in scope and the promulgation of a host of different—often conflicting—laws and rules issued by federal, state and local authorities designed to regulate the conduct of sports Agents in general; and
- (5) To provide Players and Player Agents with an expeditious, fair, informal, cost efficient and exclusive procedure for resolving any dispute concerning their relationship, transactions or contractual obligations.

# B

## THE NBPA'S AUTHORITY TO REGULATE PLAYER AGENTS

The basis of the NBPA's authority to adopt and enforce these Regulations is its status, conferred by federal labor law, as the exclusive bargaining representative for all Players including rookies. Section 9(a) of the National Labor Relations Act provides, in relevant part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Consistent with that federal labor law, labor organizations such as the NBPA are authorized to adopt and enforce reasonable rules and regulations, such as these Regulations, provided that they further the labor organization's legitimate self-interests. That governing principle has been recognized and agreed upon by the NBA (acting for and on behalf of its member teams) in its collective bargaining agreement with the NBPA and is set forth in Article XXXVI:

### Player Agents

#### Section 1 | Approval of Player Contracts

The NBA shall not approve any Player Contract between a Player and a Team unless such Player (a) is represented in the negotiations with respect to such Player Contract by an Agent or representative duly certified by the Players Association in accordance with the Players Association's Regulations Governing Player Agents and authorized to represent him, or (b) acts on his own behalf in negotiating such Player Contract.

## **Player Agents (Article XXXVI, Continued)**

### **Section 2 | Fines**

The NBA shall impose a fine of \$50,000 upon any Team that negotiates a Player Contract with an Agent or representative not certified by the Players Association in accordance with the Players Association's Regulations Governing Player Agents if, at the time of such negotiations, such Team either (a) knows that such Agent or representative has not been so certified, or (b) fails to make reasonable inquiry of the NBA as to whether such Agent or representative has been so certified. Notwithstanding the preceding sentence, in no event shall any Team be subject to a fine if the Team negotiates a Player Contract with an Agent or representative designated as the Player's authorized Agent on the then-current Agent list provided by the Players Association to the NBA in accordance with Section 5 below.

### **Section 3 | Prohibition on Players as Agents**

For purposes of negotiating the terms of a Uniform Player Contract or otherwise dealing with a Team over any matter, players are prohibited from (a) representing other current or prospective NBA Players as an Agent certified under the Players Association's Regulations Governing Player Agents, or (b) holding an equity interest or position in a business entity that represents other current or prospective NBA Players as an Agent certified under the Players Association's Regulations Governing Player Agents.

### **Section 4 | Indemnity**

The Players Association agrees to indemnify and hold harmless the NBA, its Teams and each of its and their respective past, present and future owners (direct and indirect) acting in their capacity as Team owners, officers, directors, trustees, employees, successors, agents, attorneys, heirs, administrators, executors and assigns, from any and all claims of any kind arising from or relating to (a) the Players Association's Regulations Governing Player Agents, and (b) the provisions of this Article, including, without limitation, any judgments, costs and settlements, provided that the Players Association is immediately notified of such claim in writing (and, in no event later than five (5) days from the receipt thereof), is given the opportunity to assume the defense thereof, and the NBA and/or its Teams

(whichever is sued) use their best efforts to defend such claim, and do not admit liability with respect to and do not settle such claim without the prior written consent of the Players Association.

## **Section 5 | Agent Lists**

The Players Association agrees to provide the NBA League Office with a list of (a) all Agents certified under the Players Association's Regulations Governing Player Agents, and (b) the Players represented by each such Agent. Such list shall be updated once every two (2) weeks from the day after the NBA Finals to the first day of the next succeeding Regular Season and shall be updated once every month at all other times.

## **Section 6 | Confirmation by the Players Association**

If the NBA has reason to believe that the Agent representing a Player in Contract negotiations is not a certified Agent or is not the Agent authorized to represent the Player, then the NBA may, at its election, request in writing from the Players Association confirmation as to whether the Agent who represented the Player in the Contract negotiations is in fact the Player's certified representative. If within three (3) business days of the date the Players Association receives such written request, the NBA does not receive a written response from the Players Association stating that the Agent who represented the Player is not the Player's certified representative, then the NBA shall be free to act as if the Agent is the Player's confirmed certified representative.

C

## THE NBPA'S REASONS FOR THE 2016, 2018 AND 2019 AMENDMENTS

Given that over thirty (30) years have elapsed since the initial promulgation of these Regulations, the NBPA Executive Committee concluded that the time was ripe to review and analyze the experiences that both they and the Players they represent had in connection with the services provided by their Player Agents. Those experiences demonstrated that amendments to these Regulations were warranted to better reflect the reality of the business between Players and Player Agents, including the role played by recruiters and other employees in assisting Player Agents in soliciting and/or retaining Players as clients and the additional services provided by individuals such as financial advisors, investment managers, and tax consultants that has become an integral part of Player representation. In conducting this review the NBPA also had the distinct benefit of comparing the regulatory systems that its sister professional sports unions (MLBPA, NFLPA, and NHLPA) had adopted as well as learning from the experiences they had in administering and enforcing them.

As a result of this extensive undertaking, the Executive Committee and Board of Player Representatives decided to amend the Regulations in the manner set forth in the sections that follow. At bottom, however, the fundamental principles underlying these Regulations remains constant. As the exclusive bargaining representative of the Players, the NBPA retains the right to conduct all individual Player negotiations with NBA Teams as well as the right to delegate to Player Agents its statutory authority to represent Players in conducting and/or assisting in those negotiations and thereafter in administering and enforcing them, subject to the NBPA's added right to impose reasonable requirements applicable to Player Agent conduct. In turn, the NBPA



requests and requires under these Regulations that the Player Agent accept as a threshold that he has a singular duty to act as a fiduciary; to unconditionally serve to protect the interests of the Players he<sup>1</sup> represents; and to perform those services with honesty, integrity, competence, transparency, and free of any conflicts—real or apparent. This is at once a major commitment but one that the NBPA has determined to be the sine qua non for any individual first in obtaining and thereafter in maintaining certified status. Once the 2016 Amendments were enacted, the NBPA further analyzed how the new Regulations affected both Players and Player Agents, which Regulations needed further clarification, and which existing Regulations needed to be revised, resulting in the 2018 and 2019 amendments.

## **SECTION 1**

# **SCOPE OF REGULATIONS**

No person (other than a Player representing himself) shall be permitted to conduct individual contract negotiations on behalf of a Player (including a rookie)<sup>2</sup> and/or assist in or advise with respect to such negotiations with NBA Teams after the effective date of these Regulations unless he (1) is a currently certified as a Player Agent pursuant to these Regulations, and (2) has a current Standard Player Agent Contract (“SPAC”) signed with the Player<sup>3</sup> (See Section 4).

The activities or conduct of Player Agents that are governed by these Regulations include, but are not limited to: The providing of advice, counsel, information or assistance to Players (including rookies) with respect to negotiating their individual contracts with NBA Teams and/or thereafter in enforcing those contracts; the conduct of compensation negotiations with the NBA Teams on behalf of individual Players; and any other activity or conduct which directly bears upon the Player Agent’s integrity, competence or ability to properly represent individual Players and the NBPA in individual contract negotiations.

All provisions of these Regulations, including this one, may be amended by the Officers and Player Representatives of the NBPA periodically as they deem appropriate.

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<sup>2</sup> Throughout these Regulations the term “rookie” shall mean any Player who has not played in the NBA in any season prior to entering into his first contract with an NBA Team.

<sup>3</sup> Throughout these Regulations all references to “Players” also shall apply to “rookies,” unless expressly stated otherwise.

## **SECTION 2**

# **REQUIREMENTS OF CERTIFICATION**

Any person who wishes to perform the functions of a Player Agent described in Section 1 must be certified by the NBPA, pursuant to the following procedure:

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## A

### **APPLYING FOR CERTIFICATION**

To apply for certification as a Player Agent, an individual must complete the Application for Certification as an NBPA Player Agent (“Application”) and pay the nonrefundable application fee. The Application must be submitted in accordance with the instructions provided on the NBPA website. The mere filing of the Application does not constitute certification of a Player Agent.

To be eligible for certification, the applicant must have received a degree from an accredited four year college or university, provided that the NBPA, in its unreviewable discretion, may accept relevant negotiating experience to substitute for any year(s) of formal education. Only individuals are eligible to be certified; the NBPA will not entertain any Application filed in the name of any corporation, company, partnership or other business entity. There is no limit on the number of individuals in any one corporation or other business entity who are eligible for certification.

The NBPA will review the Application and perform a background investigation. In addition, the NBPA may request further written materials from the applicant and/or conduct whatever further investigation it deems appropriate, including an informal conference with the applicant. The applicant must also pass a written exam administered by the NBPA. The exam will focus on key provisions of the Collective Bargaining Agreement, these Regulations, and other relevant matters to ensure that a certified Player Agent is able to provide high quality representation to his clients. The NBPA will provide a preparation course for applicants.

The signing and filing of an Application constitutes the applicant's agreement to comply with and be bound by these Regulations, including the exclusive arbitration remedy set forth in Section 5, and that the failure to comply in any material respect with any provision of these Regulations shall constitute grounds for denial, revocation, or suspension of his certification or other disciplinary action.

## B

### GROUNDINGS FOR DENIAL OF CERTIFICATION

Given the important function that Player Agents perform for the individual Player(s) they represent, it is the NBPA's intention in promulgating these Regulations to ensure that only those persons who can reasonably be expected to faithfully carry out those important fiduciary responsibilities will be entitled to certification. Consistent with this objective, the NBPA is authorized to deny certification to any applicant who:

Fails to properly complete the Application, including the necessary release and disclosure form(s);

Fails to cooperate with the NBPA in its processing of his Application;

Makes false or misleading statements of a material nature in the Application;

Misappropriates funds, or engaged in other specific acts of financial malpractice such as embezzlement, theft or fraud, which would render him unfit to serve in a fiduciary capacity on behalf of Players;

Engages in any other conduct that reflects adversely on his credibility, integrity or competence to serve in a fiduciary capacity on behalf of Players;

Refuses to swear or affirm that he will comply with these Regulations and any amendments thereto and that he will abide by the fee structure contained in the SPAC incorporated into these Regulations.

Fails to obtain a passing score on the Agent Exam.

## C

### **APPEAL FROM DENIAL OF CERTIFICATION**

In the event an Application is denied pursuant to this Section, the applicant shall be notified in writing appeal by prepaid certified mail (or similar means such as Federal Express) and via email of the reasons for the denial, except for failure to pass the Agent Exam which may be done by email only. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of the Regulations; provided that such appeal must be initiated by filing a written notice of appeal by prepaid certified mail (or similar means such as Federal Express) and via email upon the NBPA and the Arbitrator within thirty (30) days of receipt of the notice denying his Application. The appeal shall be processed and resolved in accordance with the arbitration procedures set forth in Section 5, paragraphs D through F of these Regulations. The appeal to arbitration shall constitute the exclusive method of challenging any denial of certification.

## D

### **SUSPENSION OR REVOCATION OF CERTIFICATION**

At any time subsequent to granting certification to a Player Agent the NBPA can, based upon information brought to its attention or acting on its own initiative, propose suspending or revoking such certification on any ground that would have provided a basis for denying certification in the first place (see Section 2.B), for conduct prohibited in Section 3.B.1-20 of these Regulations and/or non-compliance with the obligations contained required in Section 3.A of these Regulations.<sup>4</sup> Any such proposed suspension or revocation must be sent by prepaid certified mail (or similar means such as Federal Express) and via email. The Player Agent may appeal any such proposed suspension of revocation by complying with the procedure for invoking arbitration as set forth in Section 6.B-G. The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of certification.

## E

### FORM OF CERTIFICATION

Upon approving an Application as a Player Agent, the NBPA shall provide the applicant with a written certification by prepaid certified mail (or similar means such as Federal Express) and via email.

The applicant will thereupon be authorized to serve as a Player Agent in conducting individual Player negotiations with NBA Teams and/or assisting in or advising with respect to such negotiations.

In granting certification, the NBPA shall not be deemed to have endorsed any particular Player Agent; and, in no event, shall the grant of certification be deemed to impose liability upon the NBPA for any acts or omissions of the Player Agent in providing representation to any Player.

## F

### EXPIRATION OF CERTIFICATION

In order to prevent automatic expiration of certification, a Player Agent must negotiate and execute a contract for a Player with an NBA Team at least once during any five (5) year period. For any Player Agent certified on or before July 1, 2016, the applicable five year period will begin on July 1, 2016. For any Player Agent certified thereafter, the applicable five (5) year period will begin on the July 1 of the full first Season the Player Agent is certified. A Player Agent whose certification lapses under this provision must reapply as a new applicant under the procedures set forth in these Regulations to regain his certification. The Player Agent may appeal any such automatic expiration of certification by complying with the procedure for invoking arbitration as set forth in Section 6.E-F. The appeal to arbitration shall constitute the exclusive method of challenging any automatic expiration of certification.

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<sup>4</sup> In the extraordinary circumstances where the Disciplinary Committee's investigation discloses that the Agent's conduct is of such a serious nature as to justify immediately invalidating his certification, the Disciplinary Committee is authorized to take such action. In such event, the Agent may appeal that action in the same manner as he could appeal from a proposed suspension or termination set forth in Section 6.

<sup>5</sup> For clarity, the Player Agent's name must appear on the Agent Certification page of the contract.



## **SECTION 3**

# **STANDARD OF CONDUCT FOR PLAYER AGENTS IN PROVIDING SERVICES GOVERNED BY THESE REGULATIONS**

As described throughout these Regulations, one of the objectives of the NBPA in issuing these Regulations is to enable Players to make informed selection of Player Agents and to ensure that the Player Agents shall provide to the individual Players whom they represent effective representation at fair and reasonable rates that are uniformly applicable.

# A

## GENERAL REQUIREMENTS

Consistent with this objective, a Player Agent shall be required to:

- 1 | Disclose on his Application and thereafter upon request of the NBPA all information relevant to his qualifications to serve as a Player Agent, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- 2 | Pay the annual Agent fees no later than the first of July every year for the upcoming season.
- 3 | Attend a NBPA seminar each year, except when the NBPA determines not to require the attendance of its experienced Player Agents at any seminar;
- 4 | Comply with the maximum fee amounts in Section 4 of these Regulations, the SPAC and all other provisions of these Regulations, and any amendments thereto;
- 5 | Advise a Player and report to the NBPA any known violations by an NBA Team of a Player's individual contract or the CBA generally;
- 6 | Within 48 hours, provide the NBPA with a copy, via email, of any fully executed SPAC. It is the Player Agent's responsibility to maintain and/or produce the original copy of such SPAC, upon request by the NBPA;
- 7 | Provide on or before April 1 of each succeeding year, to each Player who he represents, with a copy to the NBPA,

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- 2 | Pay the annual Agent fees no later than the first of July every year for the upcoming season.
- 3 | Attend a NBPA seminar each year, except when the NBPA determines not to require the attendance of its experienced Player Agents at any seminar;
- 4 | Comply with the maximum fee amounts in Section 4 of these Regulations, the SPAC and all other provisions of these Regulations, and any amendments thereto;
- 5 | Advise a Player and report to the NBPA any known violations by an NBA Team of a Player's individual contract or the CBA generally;
- 6 | Within 48 hours, provide the NBPA with a copy, via email, of any fully executed SPAC. It is the Player Agent's responsibility to maintain and/or produce the original copy of such SPAC, upon request by the NBPA;
- 7 | Provide on or before April 1 of each succeeding year, to each Player who he represents, with a copy to the NBPA, an itemized

statement (“Fee Disclosure Form”) covering the period January 1 through December 31 of the immediately prior year which separately sets forth both the fee charged to the Player for, and any expenses incurred in connection with the performance of, the following services: (a) individual Player salary negotiations, (b) the management of the Player’s assets, (c) the provision to the Player of financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services;

8 | Permit a person or firm authorized by a Player who is a former or current client to conduct an audit, upon request, of all relevant books and records relating to any services provided to that Player;

9 | Notify the NBPA within thirty (30) days of any significant changes in your status relevant to your continuing to be certified as a Player Agent. Specifically the Player Agent is required to notify the NBPA, via email of:

(a) Any change involving employment status that has taken place since the filing of the Application;

(b) Any change in the Player(s) that a Player Agent represents;

(c) Any disciplinary proceeding that has been initiated against the Player Agent, or any formal charge or complaint filed against the Player Agent in his personal and/or professional capacity (including any criminal charges or civil claims) since the filing of the Application;

(d) Any changes regarding the Player Agent’s contact information;

10 | Provide on or before April 1 of each year to the NBPA (with a copy to each Player that he currently represents) the information set forth in Sections 10-12 of the current Application;

- 11 | Provide the NBPA with all materials that the NBPA deems relevant with respect to any investigation conducted by the NBPA and in all other respects cooperate fully with the NBPA;
- 12 | Properly monitor and supervise all employees or associates who provide a Player Agent with any services in connection with the representation of a Player. Conduct by an employee or associate of a Player Agent that would violate these Regulations shall be deemed to be conduct of the Player Agent and shall subject that Player Agent to discipline under these Regulations;
- 13 | In connection with payments for assistance in recruiting any Player:
  - (a) Prepare a Recruiter Disclosure Form disclosing any other individual, firm, or organization to whom you have paid or promised to pay money or any other thing of value (excluding any other Player Agent whose name appears on the SPAC) in return for recruiting or helping to recruit a Player to sign a SPAC;
  - (b) Provide a copy of that Recruiter Disclosure Form to the Player in advance of signing that Player to a SPAC so as to allow the Player adequate time to consider the information before the Player signs the SPAC;
  - (c) Have the Player sign the Recruiter Disclosure Form acknowledging that he is aware of the payments and that he approves of them;
  - (d) Submit a copy of that Recruiter Disclosure Form along with the SPAC to the NBPA as required by Section 3.A.6;
  - (e) Submit to the NBPA an updated Recruiter Disclosure Form if any information changes.

For clarity, a family member or any other person with a pre-existing relationship with a Player (or firm or organization

where such family member or person has a financial interest) may not be used as a Recruiter.

- B**
- 14 | Any conduct by an individual, firm or organization listed as a Recruiter for a Player Agent on the Recruiter Disclosure Form required by this Section 3.A.13 that would violate these Regulations shall be deemed to be conduct of the Player Agent and shall subject that Player Agent to discipline under these Regulations;

Comply with all written policies that may be issued from time to time by the NBPA.

## **PROHIBITED CONDUCT SUBJECT TO DISCIPLINE**

- 1 | To further effectuate the objectives of these Regulations, Player Agents are prohibited from:

Representing any Player in individual contract negotiations with any NBA Team unless the Player Agent (a) has a current certification, and (b) has a current SPAC signed with each such Player;

- 2 | Providing or offering a monetary inducement (other than a fee less than the maximum fee contained in the SPAC) to any Player (including a rookie) or college athlete to induce or encourage that person to utilize his services;
- 3 | Providing or offering money or any other thing of value to a member of a Player's family or any other person for the purpose of inducing or encouraging the Player to utilize his services or for the purpose of inducing or encouraging that person to recommend that a Player (including a rookie) or college athlete utilize the services of the Player Agent, except as permitted under Section A(13) above;
- 4 | Providing materially false or misleading information to any Player (including a rookie) or college athlete in the context of seeking to be selected as a Player Agent for that individual or

in the course of representing that Player as his Player Agent;

- 5 | Engaging in conduct which violates any NCAA regulations;

Holding or seeking to hold, either directly or indirectly, a financial interest in any professional basketball team or in any other business venture that would create an actual conflict of interest or the appearance of a conflict of interest between the individual Player and his Player Agent;

- 6 | Representing the General Manager or coach of any NBA Team (or any other management representative who participates in the team's deliberations or decisions concerning what compensation is to be offered to individual Players) in matters pertaining to his employment or any other matters in which he has any financial stake in or association with any NBA Team; provided, however, that this provision does not prohibit two individuals within the same agency from separately representing a Player and a coach/GM, provided notice is given to the Player that another Agent with the agency represents a coach/GM;

- 7 | Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of Players; provided that the representation of two or more Players on any one NBA Team shall not itself be deemed to be prohibited by this provision;

- 9 | Soliciting or accepting money or anything of value from any NBA Team under circumstances where to do so would create a conflict or an apparent conflict with the interests of any Player he represents;

- 10 | Negotiating and/or agreeing to any provision in a Player contract which deprives that Player of any benefit contained in any Collective Bargaining Agreement between the NBA and the NBPA;

Negotiating and/or agreeing to any provision in a Player contract or side letter agreement which directly or indirectly

violates any stated policies, rules, or requirements established by the NBPA;

- 12 | Concealing material facts from any Player whom the Player Agent is representing which relate to the subject of the individual's contract negotiation;
- 13 | Failing to advise the Player and failing to report to the NBPA any known violations by an NBA Team of a Player's individual contract or the CBA generally;
- 14 | Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his fitness as a Player Agent or jeopardizes the effective representation of Players;
- 15 | Breaching the provisions of the SPAC that the Player Agent is required to enter into pursuant to these Regulations; provided, however, that grounds for discipline shall not exist when, in the circumstances of a particular case, there was a reasonable basis for doubting whether the Player Agent's conduct was in breach of the SPAC;
- 16 | Indirectly circumventing the fee limits of the SPAC by knowingly and intentionally increasing the fees that he had charged or otherwise would have charged the Player for other services, including but not limited to: financial consultation, advice concerning money management, and/or negotiating endorsement agreements on behalf of Players;
- 17 | Violating the provisions of the SPAC whereby the Player Agent agrees to resolve all disputes involving the meaning, interpretation, application or enforcement of that agreement exclusively through arbitration and not to initiate any lawsuit for breach of contract against the Player;
- 18 | Agreeing to split fees with another Agent without completing Exhibit A of the SPAC;



- 19 | Assigning rights to receive fees pursuant to a SPAC without completing Exhibit B of the SPAC; and,
- 20 | Violating any of the requirements of Section 3.A.1-14 or Section 4.A. A Player Agent who engages in any prohibited conduct defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations ; and
- 21 | Wagering or attempting to wager, directly or indirectly, anything of value on any game or event conducted by, or occurring in, or related to the NBA or the NBA G-League (or any future iterations of the NBA Developmental League), including without limitation, a Player draft selection, a Player contract signing, a Player statistical achievement, a summer league game , or any other event that could be characterized as a “prop bet.”

## C

### MISCELLANEOUS

In addition to refraining from the foregoing prohibited conduct, the NBPA further expects that every Player Agent will carry out the representational services covered by these Regulations with the highest degree of professional competence and integrity. The NBPA likewise expects that to achieve and maintain high quality performances every Player Agent, at a minimum, will take the necessary steps to become knowledgeable about the NBPA’s structure, the economics of the industry, applicable Collective Bargaining Agreements, basic negotiating techniques, and all areas of the law relevant to his professional duties. If, after these Regulations become effective, the NBPA determines that there is a need to impose additional requirements with respect to the quality of Player Agent performance, the NBPA reserves the right to amend these Regulations accordingly.

## **SECTION 4**

# **STANDARD PLAYER AGENT CONTRACT; MAXIMUM FEES**

# A

## STANDARD FORM

To qualify to perform the services of a Player Agent under these Regulations, in respect to an individual Player, a person must satisfy two prerequisites: (1) he must be certified; and (2) he must have a current NBPA Standard Player Agent Contract (“SPAC”) signed with the Player. Retyped contracts will not be accepted.

A copy of the executed SPAC shall be sent via email by the Player Agent to the NBPA within 48 hours of execution. The NBPA may designate specific person(s) to receive SPACs.

The Player Agent is responsible for maintaining and/or producing the original copy of such SPAC, upon request by the NBPA.

Any agreement between a Player Agent and a Player entered into after the effective date of these Regulations which is not in writing or which does not meet the requirements of these Regulations shall be of no force and effect, and no Player Agent shall have the right to assert any claim against the Player for compensation on the basis of such purported contract.

Any SPAC entered into after the effective date of these Regulations shall include a provision whereby either party may terminate that agreement upon fifteen (15) days written notice to the other party. Any such notice must be signed by the terminating party in order to be effective. A copy of the written notice must be sent to the NBPA by prepaid certified mail (or similar means such as Federal Express) or via email. The fifteen (15) day notice period may be shortened

by the parties by agreement, or absent agreement of the parties, upon a showing of exigent circumstances made to the Arbitrator.

## PLAYER AGENT COMPENSATION

The maximum fees which the Player Agent may charge or collect shall be as follows:

# B

- 1 | If the Player Agent negotiates a Player contract whereby the Player receives only the minimum compensation under the NBA-NBPA Collective Bargaining Agreement applicable for the playing season or seasons covered by the individual contract, the Player Agent shall receive, no greater than, a fee of two percent (2%) for each such season, unless the Player and the Player Agent have agreed to a lesser percentage.

For clarity, when determining whether the Player has earned in excess of his applicable minimum compensation, the fee for each season is determined on an individual season basis. It is of no consequence on fees for future seasons, that a Player received more than his applicable minimum compensation in any other season of the Player contract. For example, if a Player signs a three-year player contract whereby the compensation in Year-1 is in excess of his applicable minimum compensation and the compensation in Years 2 and 3 is only his applicable minimum compensation, then the Player Agent may charge a fee of, no greater than, 4% on Year-1 and 2% on Years 2 and 3.

- 2 | If the Player Agent negotiates a contract whereby the compensation the individual Player receives is in excess of the minimum compensation applicable under the NBA-NBPA Collective Bargaining Agreement for one or more playing seasons, the Player Agent shall receive, no greater than, a fee of four percent (4%) of the compensation negotiated for the Player for each playing season, unless the Player and the Player Agent have agreed to a lesser percentage.
- 3 | Notwithstanding Section 4.B.2 above, if the Player is a rookie drafted in the first round of the NBA Draft who receives compensation in accordance with the “Rookie Scale” set forth in Article VIII of the CBA, the Player Agent shall receive, no greater than, a fee that is the higher of (i) 4% of the compensation in excess of the 80% amount that is guaranteed under the Rookie Scale; or (ii) the amount payable under subparagraph (A) above by a rookie who receives only the minimum compensation under Article II, Section 6(B) of the Collective Bargaining Agreement, unless the Player and the Player Agent have agreed to a lesser percentage.

In computing the maximum allowable fee, the term “compensation” shall include base salary, signing bonus and any performance bonus actually received by the Player. No other benefits negotiated on behalf of the individual Player shall be taken into consideration – including, but not limited to, the value of a personal loan, an insurance policy, an automobile, or a residence, etc.<sup>6</sup> Any portion of a fee based on Player compensation that is unascertainable at the time the Player contract is negotiated (e.g., a performance bonus) shall not be collected by the Player Agent until the Player has received such compensation.

It is the intent of these Regulations that the Player Agent shall not be entitled to receive any fee for his services until the Player receives the compensation upon which the fee is based. Consistent with this objective, a Player Agent is prohibited from including any provision in a SPAC with a Player whereby the Player becomes obligated to make any fee payment to the Player Agent in advance of the Player receiving the compensation upon which the fee is based. However, in promulgating these Regulations, the NBPA recognizes that in certain circumstances a Player may decide that it is in his best interest to pay his Player Agent’s fee in advance of receiving any compensation – whether it be his salary for the current playing season or deferred compensation.<sup>7</sup> Accordingly, it is the intent of these Regulations that an option be accorded to the Player to make advance fee payments to his Player Agent if the Player chooses to do so. In any such situation the Player Agent is authorized to accept the advanced payment.

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<sup>6</sup> The amount of the Agent’s fee shall not be affected by the fact that the Player received a guaranteed contract from an NBA Team.

<sup>7</sup> With respect to deferred compensation, the Agent shall only be entitled to a fee based on the present value of that compensation.

**SECTION 5**

**ARBITRATION  
PROCEDURES**

In establishing this new system for regulating Player Agents it is the intention of the NBPA that the arbitration process shall be the exclusive method for resolving any and all disputes that may arise from denying certification to an applicant or from the interpretation, application or enforcement of these Regulations and the resulting SPACs between Player Agents and individual Players. This will ensure that those disputes – which involve essentially internal matters concerning the relationship between individual Players, the NBPA in its capacity as their exclusive bargaining representative, and Player Agents performing certain delegated representative functions relating particularly to individual Player compensation negotiations – will be handled and resolved expeditiously by the decision-maker established herein, without need to resort to costly and time-consuming formal adjudication.

The provisions of this Section shall apply with respect to three types of disputes that may arise under these Regulations;

- 1 | The NBPA denies an Application and the applicant wishes to appeal from that action;
- 2 | A dispute arises with respect to the meaning, interpretation, or enforcement of a SPAC (described in Section 4) entered into between a Player and the Player Agent; and
- 3 | A dispute arises between two or more Player Agents with respect to their individual entitlement to fees owed, whether paid or unpaid, by a Player who was jointly represented by such Player Agents. In such cases, at the Player's option, any fees paid or payable by the Player after the dispute arises shall be placed in escrow pending final resolution of such dispute, and paid out of escrow in accordance with the Arbitrator's decision.

With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations in Section 2.D. Once arbitration has been invoked, the procedure set

forth in subparagraphs D through F, below, shall apply. With respect to any dispute that may rise pursuant to paragraph (2-3) above, the following procedures shall apply:

## A

### FILING

The arbitration of a dispute under subparagraph (2-3) above shall be initiated by the filing of a written grievance either by the Player or the Player Agent.

Any such grievance must be filed within thirty (30) days from the date of the occurrence of the event upon which the grievance is based or within thirty (30) days from the date on which the facts of the matter become known or reasonably should have become known to the grievant or within thirty (30) days from the effective date of these Regulations, whichever is later. A Player need not be under contract to an NBA Team at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A Player may initiate a grievance against a Player Agent if he (i) sends the written grievance by prepaid certified mail (or similar means such as Federal Express) to the Player Agent's business address or by personal delivery at such address, and via email to the email address on file with the NBPA, and (ii) sends a copy to the NBPA by prepaid certified mail (or similar means such as Federal Express) and email.<sup>8</sup> A Player Agent may initiate a grievance against a Player if he (i) sends a written grievance by prepaid certified mail (or similar means such as Federal Express) to the Player or by personal delivery of the grievance to the Player, and via email to the email address on file with the NBPA, and (ii) furnishes a copy thereof to the NBPA by prepaid certified mail (or similar means such as Federal Express) and email. A Player Agent may initiate a grievance against another Player Agent if he (i) sends a written grievance by prepaid certified mail (or similar means such as Federal Express) to the Player Agent or by personal delivery of the grievance to the Player Agent, and via address on file with the NBPA, and (ii) furnishes a copy thereof to the NBPA by prepaid certified mail (or similar means such as Federal Express) and



email. The written grievance shall set forth in plain and understandable terms the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the Player and his Player Agent(s) alleged to have been violated, and the relief sought. Any relevant documents relied on in the grievance should be attached thereto.

## B

### ANSWER

The party against whom a grievance has been filed (“the respondent”) shall answer the grievance in writing by prepaid certified mail (or similar means such as Federal Express) or personal delivery, and email within thirty (30) calendar days of receipt of the grievance. The Answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth the reasons why the respondent believes the grievance should be denied. The respondent must also provide a copy of his Answer to the NBPA by prepaid certified mail (or similar means such as Federal Express) and email at the same time. Once the Answer is filed, the NBPA shall promptly provide the Arbitrator with copies of the grievance and Answer and all other relevant documents. If an Answer is not filed within this time limit, the Arbitrator, in his discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

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<sup>8</sup> For clarity, in the event a party receives the grievance by one means only (i.e., email) and acknowledges its receipt, such acknowledgement will not relieve the other party of the obligation to file under both manners described herein. This footnote applies in all instances whereby two means of notice are required.

<sup>9</sup> In an appeal from a denial of certification, the parties will be the Player Agent and the NBPA.

## C

### **ARBITRATOR**

The NBPA has selected skilled and experienced person(s) to serve as the outside impartial Arbitrator(s) for all cases arising hereunder.

## D

### **HEARINGS**

The Arbitrator shall schedule a hearing on the dispute in New York City, except that the parties may mutually, with the consent of the NBPA, agree on Chicago or Los Angeles. At such hearings, the parties – i.e., the Player and the Player Agent<sup>9</sup> – may appear in person or by counsel or other representative. The parties to the dispute and the NBPA, as well, will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. Within thirty (30) days after the close of the hearing, the Arbitrator shall issue a written award. That award shall constitute full, final and complete resolution of the grievance, and will be binding upon the Player and the Player Agent(s) involved. Given the uniquely internal nature of any such dispute that may be presented to the Arbitrator, it is the NBPA's intention that an award issued by the Arbitrator not be subject to judicial review on any grounds.

## E

### **COSTS**

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator and court reporter, will be borne equally between the parties to the grievance; provided, however, the Arbitrator may assess some or all of the party's costs to an opposing party if he deems a party's conduct to be frivolous. If the Arbitrator grants a monetary award, it shall be paid within ten (10) days, unless otherwise stated by the Arbitrator.

## F

### **TIME LIMITS**

The time limits of this Section may be extended only by written agreement of the parties.

**SECTION 6**

**OVERSIGHT AND  
COMPLIANCE  
PROCEDURE**

## A

### **DISCIPLINARY COMMITTEE**

The NBPA Executive Committee shall serve as the Disciplinary Committee, assisted by the NBPA Executive Director (or designee), Director of Security, and Legal Department. In this capacity, it shall have the authority and responsibility of initiating and then presenting disciplinary cases against Player Agents who violate these Regulations. In carrying out this function the Committee may also have the assistance of its outside legal counsel.

## B

### **COMPLAINT; FILING**

Disciplinary proceedings against any Player Agent shall be initiated by the filing of a written complaint against the Player Agent by the Disciplinary Committee when it has reasonable cause to believe that the Player Agent has violated these Regulations. The Disciplinary Committee may act on the basis of its own knowledge or on the basis of information obtained from any person having knowledge of the action or conduct of the Player Agent in question, including, but not limited to, Players, NBPA staff, or other persons associated with professional or intercollegiate basketball. The Complaint shall be sent to the Player Agent by prepaid certified mail (or similar means such as Federal Express) addressed to the Player Agent's business office, or may be hand-delivered to the Player Agent personally at his business address, and via email. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Disciplinary Committee within six (6) months from the date of the occurrence which gave rise to the Complaint, or within six (6) months from the date on which the information sufficient to create reasonable cause became known or reasonably should have become known to the Disciplinary Committee, whichever is later. The filing deadline shall be extended by any new information disclosed to or discovered by the Disciplinary Committee, which it could not have reasonably obtained beforehand.

## C

### ANSWER

The Player Agent against whom the Complaint has been filed shall have twenty (20) days in which to file a written Answer to the Complaint. Such Answer shall be sent by prepaid certified mail (or similar means such as Federal Express) and email to the Disciplinary Committee at the offices of the NBPA. The Answer must admit or deny the facts alleged in the Complaint, and shall also assert any facts or arguments which the Player Agent wishes to state in his defense.

## D

### PROPOSED DISCIPLINARY ACTION

Within thirty (30) days after receipt of the Answer, the Disciplinary Committee shall inform the player agent in writing (by prepaid certified mail) of the nature of the discipline, if any, which the Committee proposes<sup>10</sup> to impose, which discipline may include one or more of the following:

- 1 | Issuance by the Committee of an informal order of reprimand to be retained in the Player Agent's file at the Committee's offices;
- 2 | Issuance of a formal letter of reprimand which may be made public;
- 3 | Imposition of a fine of up to \$100,000 payable within thirty (30) days of the imposition of such fine to the NBPA Foundation;
- 4 | Restitution to the Player as appropriate under the circumstances;
- 5 | Suspension of a Player Agent's certified status for a specified period of time during which he is prohibited from representing the NBPA in conducting individual contract negotiations for

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<sup>10</sup> If the Committee already has invalidated the Player Agent's certification (see note 4), the same appeal procedure as contained herein shall apply.

any Player or assisting in or advising with respect to such negotiations; and

6 | Revocation of the Player Agent's Certification hereunder.

## E

### **APPEAL**

The Player Agent against whom a Complaint has been filed under this Section or whose certification has automatically expired under Section 2 may appeal the Disciplinary Committee's proposed disciplinary action or the automatic expiration to the Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following his receipt of notification of the proposed disciplinary action.

Within thirty (30) days of receipt of the Notice of Appeal, the Arbitrator shall set a time and place for a hearing on the appeal, which hearing shall take place in New York City, unless the parties mutually agree upon Chicago or Los Angeles.

The failure of a Player Agent to file a timely appeal shall be deemed to constitute an acceptance of the (1) proposed discipline which shall then be promptly administered or (2) automatic expiration.

## F

### **CONDUCT OF HEARING**

At the hearing of any appeal, the Committee shall have the burden of proving by the preponderance of the evidence the allegations of its Complaint, except in the case of an automatic expiration of certification, the Player Agent shall have the burden of proving by the preponderance of the evidence that he has in fact negotiated and executed a contract for a Player with a NBA Team during the requisite period. The Committee and the Player Agent shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the charge(s) and defense(s) of the alleged violation(s) of the Regulations. The hearing shall be conducted in accordance

with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. The hearing will be transcribed.

At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a decision on the appeal, which decision shall either affirm, vacate or modify the proposed action of the Disciplinary Committee or confirm or rescind the automatic expiration of the certification (as applicable). For proposed disciplinary action by the Committee, the Arbitrator shall decide two issues: first, whether the Player Agent has engaged in or is engaging in prohibited conduct as alleged by the Committee; and second, if so, whether the discipline proposed by the Committee is reasonable in the circumstances of the case under review. If he decides both questions affirmatively, he shall issue an order affirming the proposed discipline; if he decides that the Player Agent has not engaged in any prohibited conduct, the Arbitrator shall issue an order vacating the proposed discipline and dismissing the case; and, if he decides the first question affirmatively but concludes that the proposed penalty is unreasonable, the Arbitrator shall issue an order modifying the penalty (provided, however, that no modification can result in the imposition of more severe discipline than that proposed by the Committee).

## G

### **TIME LIMITS; COST**

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NBPA. Each party will bear the costs of its own witnesses and counsel, etc.

**SECTION 7**

**NOTICE; EFFECTIVE  
DATE; AMENDMENT**



All notices to the NBPA must be:

- 1 | Sent by prepaid certified mail (or similar means such as Federal Express) to:

National Basketball Players Association  
ATTN: Legal Department  
1133 Avenue of the Americas, 5th Floor  
New York, NY 10036

and/or;

- 2 | Sent by email to: [Legal@nbpa.com](mailto:Legal@nbpa.com)

These Regulations shall become effective on June 30, 2019.

These Regulations may be amended periodically by the action of the Officers of the NBPA and the Player Representatives.



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For more information, please contact us.

**National Basketball Players Association**

T 212 655 0880 | F 212 655 0881 | [nbpa.com](http://nbpa.com)

# EXHIBIT D

**MLBPA REGULATIONS  
GOVERNING PLAYER AGENTS**  
*(As Amended Effective December 4, 2019)*

**MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION  
12 East 49th Street, 24<sup>th</sup> Fl.  
New York, NY 10017**

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# **MLBPA REGULATIONS GOVERNING PLAYER AGENTS**

*(As Amended Effective December 4 2019)*

## **Section 1 – Introduction**

These Regulations were first promulgated by the Executive Board of the Major League Baseball Players Association (“MLBPA” or “Association”) in 1988. They have remained in effect since then, with limited amendments through the years, until being substantially expanded and amended in 2010, 2015, 2017 and 2018. This most recent amendment to the Regulations was adopted by the MLBPA’s Executive Board on December 4, 2019, effective December 4, 2019.

### **§1(A) – The MLBPA’s Objectives in Regulating Player Agents**

The MLBPA’s primary objectives in issuing, maintaining, amending and enforcing these Regulations include the following:

- To establish and enforce minimum requirements for eligibility to become a Player Agent or Expert Agent Advisor and uniform standards of conduct and fiduciary responsibility for all Player Agents, Expert Agent Advisors and Applicants seeking to become Player Agents or Expert Agent Advisors;
- To afford each Player the opportunity to select a certified Player Agent who has agreed to abide by these Regulations and to represent or advise Players honestly, competently, loyally and zealously as a fiduciary and in harmony with the Players’ membership in a collective bargaining unit;
- To afford each Player the opportunity to make better-informed decisions about his choice of certified Player Agent by making available a comprehensive disclosure of facts relevant to the ability of a person to serve as a fiduciary representative or advisor of Players, and by regulating the conduct of those persons who are engaged, on behalf of Player Agents, in the functions of an Expert Agent Advisor or in Recruiting and providing Client Maintenance Services for players;
- To ensure that Player Agents and Advisors who are affiliated with other persons and entities act in the best interests of the Players they represent and do not allow affiliated persons or entities to engage in conduct that would violate these Regulations.
- To ensure uniformity and consistency in the rules and standards applicable to Player Agents, whose business activities are often national or international in scope, notwithstanding the different, and sometimes inconsistent, laws, rules and regulations of the many national, state, and local jurisdictions that might otherwise govern these activities; and
- To provide Players, Player Agents and Expert Agent Advisors with fair, cost-effective and expeditious procedures for privately resolving any disputes concerning their relationships, transactions or contractual obligations.

**§1(B) – MLBPA’s Authority to Regulate Agents and Expert Agent Advisors**

The source of the MLBPA’s authority to adopt and enforce these Regulations is its status as the sole and exclusive bargaining agent for all Major League Baseball Players and individuals who may become Major League Baseball Players, pursuant to Section 9(a) of the National Labor Relations Act (“NLRA”), and the collective bargaining agreement (“Basic Agreement”) in effect among the MLBPA and the Major League Baseball Clubs, any Clubs which may become members of the Major Leagues, and the successors thereof (“Clubs”).

Section 9(a) of the NLRA provides, in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the **exclusive representatives of all the employees in such unit** for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment. (Emphasis supplied.)

The Basic Agreement between the MLBPA and the Clubs provides, in pertinent part, as follows:

**ARTICLE II -- Recognition**

The Clubs recognize the Association as the sole and exclusive collective bargaining agent for all Major League Players, and individuals who may become Major League Players during the term of this Agreement, with regard to all terms and conditions of employment, provided that an individual Player shall be entitled to negotiate **in accordance with the provisions set forth in this Agreement** (1) an individual salary over and above the minimum requirements established by this Agreement and (2) Special Covenants to be included in an individual Uniform Player’s Contract, which actually or potentially provide additional benefits to the Player. (Emphasis supplied.)

\* \* \*

**ARTICLE IV -- Negotiation and Approval of Contracts.**

A Player, if he so desires, may designate an agent to conduct on his behalf, or to assist him in, the negotiation of an individual salary and/or Special Covenants to be included in his Uniform Player’s Contract with any Club, **provided such agent has been certified to the Clubs by the Association as authorized to act as a Player Agent for such purposes.** (Emphasis supplied.)

\* \* \*

If the Association has notified the Office of the Commissioner that a Player has designated a certified Player Agent or Agents to act on his behalf for the purposes described in this Article IV, no Club may negotiate or attempt to negotiate an individual salary and/or Special Covenants to be included in a Uniform Player’s Contract with any Player Agent(s) other than such Player Agent(s).

Under the Federal labor laws, labor organizations like the MLBPA are authorized to adopt and enforce reasonable rules and regulations, such as these Regulations, that further their legitimate interests.

The MLBPA, in making judgments about whether it should initially certify, or continue to certify, individuals to serve in a fiduciary role as Player Agents or Expert Agent Advisors, must take into account the character and conduct of those individuals, not only in relation to the Players in its bargaining unit, but also with regard to other baseball players, both professional and amateur, and persons other than baseball players. An individual who demonstrates a lack of honesty, for example, in his or her dealings with anyone, whether a Player represented by the MLBPA or not, may not measure up to the standards that should apply to Player Agents or Expert Agent Advisors. For these reasons, the Regulations are concerned with and, in certain respects, regulate Player Agents' and Expert Agent Advisors' dealings with Minor League and amateur players and other persons who are outside the scope of the bargaining unit represented by the MLBPA.

In recent years, the MLBPA has encountered a number of situations in which the actions and decisions of a certified Agent or of an Agency which employs certified Agents have been controlled or directed, either directly or indirectly, by persons and entities affiliated with the Agent or the Agency, including investors or shareholders. In this setting, the MLBPA has authority to require the certified Agent to ensure that his or her Agency and the persons and entities affiliated with the Agent or Agency, including investors and shareholders, abide by these Regulations and to enforce that requirement by disciplining or decertifying an Agent who maintains such an affiliation with an Agency or other persons or entities that violate the Regulations.

The Regulations also regulate the conduct, and require certification, of individuals who represent, assist or advise a General Certified Agent on behalf of a Player in the functions described in Section 3(A). Expert Agent Advisors assist Player Agents in many of their primary functions; thus, the MLBPA regulates Expert Agent Advisors based on the same authority and for reasons analogous to those set forth above for Player Agents. In addition, the Regulations regulate the conduct and require the certification of individuals who, on behalf of Player Agents, Recruit or provide Client Maintenance Services to players, even if those individuals do not themselves represent Players in negotiations of their playing contracts. More than twenty years of experience under the Regulations have demonstrated that Recruitment for Player Agents and the providing of Client Maintenance Services to players for Player Agents are part and parcel of the representation process itself, with such individuals frequently being the principal contact a player has with the agent or agency representing him. These are, therefore, two areas in which the effective regulation of Player Agents requires broader and more effective controls.

The ways Player Agents acquire and maintain Players as clients are directly related to the MLBPA's objectives in regulating Player Agents. A Player's initial selection of an agent, or his subsequent decision to change agents, is often the result of Recruiting by someone other than the agent, and often that Recruiter will not see himself as directly accountable to the Players as a collective whole, or the MLBPA on their behalf. Similarly, a Player's continuation as a client of an agent is often the result of interaction with someone providing Client Maintenance Services who is similarly lacking in direct accountability to Players or the MLBPA. That lack of accountability would undermine the fiduciary obligation to Players that the regulation of Player Agents is designed to promote and monitor.

Experience further shows that the employment, formally or informally, of individuals bearing no direct connection to the Players collectively has the tendency not only to foster significant intramural disputes among Player Agents regarding the acquisition of players as clients, but also to undermine the MLBPA's ability to deal with such disputes when they emerge. Accordingly, including Recruiters and Client Maintenance Service providers in the regulatory scheme enables the MLBPA to more thoroughly

and effectively regulate Player Agents and Applicants themselves, given the role these persons play in the Player Agents' representation of Players.

## **Section 2 – Definitions of Terms**

As used throughout these Regulations, the terms listed below have the following definitions:

### **§2(A) – Definition of “player”**

The term “**player**,” with a lower case “p,” refers to all baseball players anywhere in the world, whether amateur or professional (*e.g.*, Major League, minor league, independent league, players from foreign leagues, or collegiate or high school draft prospects), except where the term “player” is limited by other language (*e.g.*, “minor league player,” “amateur player,” etc.) or the context clearly provides otherwise.

### **§2(B) – Definition of “Player”**

The term “**Player**,” with a capitalized “P,” means a baseball player signed to a Major League Uniform Player’s Contract or engaged in negotiations of, or preparing to negotiate, terms to be included in a Major League Uniform Player’s Contract, or any other agreement or “side letter” concerning terms to be included in any future Major League Uniform Player’s Contract, including:

**§2(B)(1)** – any player who is a party to a Major League Uniform Player’s Contract or who is listed on a Major League 40-man roster or Major League Reserve List, or a Major League Voluntarily Retired, Emergency Disabled, Military, Restricted, Disqualified or Ineligible List;

**§2(B)(2)** – any player who is a Major League free agent by operation of the Basic Agreement, the Major League Rules, or his Major League Uniform Player’s Contract;

**§2(B)(3)** – any player who is a professional free agent player most recently employed by either a foreign or U.S. professional baseball league or club (*e.g.*, a Minor League, independent league, or Japanese league free agent), and who is engaged in negotiations of, or preparing to negotiate terms to be included in, a Major League Uniform Player’s Contract; or

**§2(B)(4)** – any other player engaged in negotiations of, or preparing to negotiate, any agreement or “side letter” concerning terms to be included in any future Major League Uniform Player’s Contract.

### **§2(C) – Definition of “Player Agent” and “Expert Agent Advisor”**

The capitalized terms “**Player Agent**” and “**Expert Agent Advisor**” refer to individuals who are certified by the MLBPA and authorized thereby to engage in certain conduct, as more fully described in Sections 3(A) and 3(B). The MLBPA will certify only individuals as Player Agents or Expert Agent Advisors and not firms or business entities, such as corporations, companies,

partnerships, etc. However, where one or more Player Agents own or conduct business as, or are employed by, a business entity, the term “Player Agent” includes the firm or business entity they own or with which they are employed or associated, unless the context clearly provides otherwise.

There are two levels of certification that the MLBPA may grant to a person as a Player Agent -- General Certification and Limited Certification.

**§2(C)(1) – General Certification as a Representative of Players** – An individual who is designated on a *Player Agent Designation* form by at least one Player may be granted a General Certification by the MLBPA and certified to the Major League Clubs by the MLBPA as a Player Agent for that particular Player. An individual granted such a General Certification is authorized thereby to engage in the following conduct:

**§2(C)(1)(a)** – as more fully described in Section 3(A), representing, assisting or advising that Player in negotiations of terms to be included in a Major League Uniform Player’s Contract or of any other agreement or “side letter” concerning terms to be included in any future Major League Uniform Player’s Contract, and representing that Player in dealings with any Major League Baseball Club, or League, the Commissioner’s Office, or any person or entity affiliated with them, concerning the administration or enforcement of that Player’s Uniform Player’s Contract, the Basic Agreement or the Major League Rules; and

**§2(C)(1)(b)** – as described more fully in Section 3(B), Recruiting or providing Client Maintenance Services for players.

**§2(C)(2) – Limited Certification to Recruit or Provide Client Maintenance Services to Players** – An individual who wishes to engage, on behalf of a Player Agent, in Recruiting or providing Client Maintenance Services, but does not engage in conduct described in Section 3(A) requiring a General Certification, may be granted a Limited Certification as a Player Agent by the MLBPA. An individual granted such a Limited Certification is authorized thereby to engage, on behalf of a Player Agent, in Recruiting or providing Client Maintenance Services, as more fully described in Section 3(B). A Player Agent who has been granted this Limited Certification is **not** authorized to engage in representing or advising individual Players in negotiations, etc., as more fully described in Section 3(A).

The MLBPA may also grant a person certification as an Expert Agent Advisor.

**§2(C)(3) – Certification as an Expert Agent Advisor** – An individual who is designated on a *Designation of Expert Agent Advisor* form by at least one General Certified Agent may be granted certification by the MLBPA as an Expert Agent Advisor. An individual granted such certification is authorized thereby to engage in the following conduct:

**§2(C)(3)(a)** – representing, assisting or advising a General Certified Agent on behalf of a Player in the functions more fully described in Section 3(A), including in negotiations of terms to be included in a Major League Uniform Player’s Contract or of any other agreement or “side letter” concerning terms to be included in any future Major League Uniform Player’s Contract, and in representing that Player in dealings with any Major League Baseball Club, or League, the

Commissioner's Office, or any person or entity affiliated with them, concerning the administration or enforcement of that Player's Uniform Player's Contract, the Basic Agreement or the Major League Rules.

**§2(C)(3)(b)** – An individual certified as an Expert Agent Advisor is not certified to engage in Recruiting or providing Client Maintenance Services and may not initiate communications with players whom he or she is not assisting on any matter governed by these Regulations. Where there are communications between an Expert Agent Advisor and a player whom he or she is not authorized to assist, the Expert Agent Advisor must notify the MLBPA immediately. The **only** communications that are excepted from these requirements are those lasting no more than a few seconds, which involve no substance (*e.g.*, “Hello, how are you?”).

**§2(D) – Definition of “Recruit,” “Recruiting” or “Recruitment”**

The capitalized terms “**Recruit**,” “**Recruiting**” or “**Recruitment**” refer to and include without limitation any direct or indirect communication of any kind with a player, or any person related to or associated with such player, whether such communication is written, oral or electronic (*e.g.*, via e-mail, text message, website, etc.) which, in whole or in part, includes, consists of or relates to:

**§2(D)(1)** – the current or future choice of a Player Agent, Representative or Draft Advisor by a player, a member of the player's family or the player's legal guardian, including without limitation, handing out business cards or promotional literature, or inquiring whether a player is represented or satisfied with his current representation;

**§2(D)(2)** – any effort or attempt to advise, recommend, induce or persuade a player, a member of the player's family or the player's legal guardian, to designate, hire, use the services of, or become a client of any person or firm as Player Agent, Representative or Draft Advisor; or

**§2(D)(3)** – any effort or attempt to advise, recommend, induce or persuade a player, a member of the player's family or the player's legal guardian, to terminate, fire, cease using the services of, or cease being a client of any person or firm as Player Agent, Representative or Draft Advisor.

**§2(E) – Definition of “Client Maintenance Services”**

The capitalized term “**Client Maintenance Services**” refers to and includes the performance or provision of any of the following types of services for players:

**§2(E)(1) – Marketing Services** – activities which include, but are not limited to, procuring or negotiating agreements or opportunities for off-field income from endorsements, product licensing, personal appearances, books, movies, television or radio shows, providing autographs, or other uses of a player's name, signature, image or publicity rights, and similar services;

**§2(E)(2) – Concierge Services** – activities which include, but are not limited to, purchasing or providing Baseball Equipment, arranging for or providing training facilities or training services, booking flights or other forms of transportation, arranging for

transportation of vehicles or other personal property, personal shopping services, arranging for housing, obtaining tickets to sporting and entertainment events, and similar services; or

**§2(E)(3) – Legal, Accounting or Financial Services** – activities which include, but are not limited to, legal representation or advice, accounting services or advice, tax advice, preparation of tax returns, financial advice, asset management, bill paying, investment management or advice, and similar services.

**§2(F) – Definition of “Representative”**

The capitalized term “**Representative**” means a person who negotiates professional playing contracts on behalf of, or assists or advises, or otherwise represents, one or more baseball players who are not “Players” as defined in Section 2(B). A certified Player Agent, who engages in such conduct, is also a “Representative.”

**§2(G) – Definition of “Draft Advisor”**

The capitalized term “**Draft Advisor**” means a person who provides advice to one or more amateur baseball players, or such player’s parents or legal guardian, in connection with the Major League first-year player draft. A certified Player Agent, who engages in such conduct, is also a “Draft Advisor.”

**§2(H) – Definition of “Applicant”**

The capitalized term “**Applicant**” means an individual who has completed, signed and filed with the MLBPA an Application for Certification as a Player Agent or Expert Agent Advisor and whose Application is still pending approval or denial by the MLBPA. In those cases where an Applicant is the sole or part owner of, or conducts business as, or is employed by a business entity, the term “Applicant” includes the firm or business entity he or she owns or with which he or she is employed or associated, except where the context clearly provides otherwise.

**§2(I) – Definition of “Restrictive Covenant”**

The capitalized term “**Restrictive Covenant**” means any contractual restriction on the working activities of a former employee, independent contractor, partner, shareholder or other former business associate, including without limitation, any

**§2(I)(1)** – restriction on working as a Player Agent,

**§2(I)(2)** – restriction on working for a competitor,

**§2(I)(3)** – restriction on representing or performing services for certain players,

**§2(I)(4)** – restriction on Recruiting certain players,

**§2(I)(5)** – restriction on using or disclosing confidential information,

**§2(I)(6)** – restriction on soliciting or employing other employees of the former employer,

**§2(I)(7)** – agreement requiring the former employee or associate to share post-termination earnings, pay any money or forfeit any benefit for competing with the former employer or former business associate, or

**§2(I)(8)** – agreement otherwise prohibiting or discouraging any lawful post-termination competition by a former employee or former business associate.

**§2(J) – Definition of “Baseball Equipment”**

The capitalized term “**Baseball Equipment**” shall include the following items of a type normally used or worn by players on the field in baseball games or practices:

- shoes and pitching toes,
- fielders’ gloves,
- catchers’ mitts,
- catchers’ equipment,
- bats,
- batting gloves,
- elbow protectors,
- shin/ankle protectors,
- sunglasses,
- wristbands, and
- any other equipment of a type normally used or worn by players in baseball games or practices.

**§2(K) – Definition of “Regulations”**

The capitalized term “**Regulations**” means these MLBPA Regulations Governing Player Agents as amended through February 15, 2016, and any subsequent amendments adopted by the MLBPA’s Executive Board pursuant to Section 10.

**Section 3 – Conduct Requiring Certification as a Player Agent or Expert Agent Advisor**

No person is authorized to engage in, or attempt to engage in, any of the conduct described in either Section 3(A) or 3(B) without first obtaining the appropriate certification from the MLBPA as a Player Agent or Expert Agent Advisor:

**§3(A) – Negotiation, Administration or Enforcement of Player Agreements and Rights**

Conducting on behalf of any Player or Player Agent, assisting or advising any Player or any Player Agent with respect to, or otherwise representing any Player or assisting any Player Agent in:



**§3(A)(1)** – negotiations concerning terms to be included in a Major League Uniform Player’s Contract, provided that for this purpose “negotiations” do not include participation in salary arbitration;

**§3(A)(2)** – negotiations of any other agreement or “side letter” concerning terms to be included in any future Major League Uniform Player’s Contract; or

**§3(A)(3)** – dealings with any Major League Baseball Club, or League, the Commissioner’s Office, or any person or entity affiliated with them, concerning the administration or enforcement of a Uniform Player’s Contract, the Basic Agreement or the Major League Rules.

**§3(B) – Recruitment or Maintenance of Players as Clients**

Recruiting, or providing Client Maintenance Services for, any player on behalf of any Player Agent, **unless:**

**§3(B)(1)** – the person providing Client Maintenance Services does so only on an occasional and incidental basis, such person is primarily engaged in work unrelated to the performance of client maintenance services such as a clerical or secretarial support position, and such person does not Recruit players; or

**§3(B)(2)** – the Client Maintenance Services are provided to a player by a person or firm that does not Recruit players and is independent of and not affiliated with that player’s Player Agent or Representative or any person or firm Recruiting that player.

**Section 4 – Certification and Maintenance of Certification for Player Agents and Expert Agent Advisors**

To receive certification as a Player Agent, with a General Certification or a Limited Certification, or as an Expert Agent Advisor, an individual first must complete an Application for Certification (“Application”), including a current photograph, and must pay the nonrefundable Application fee. The MLBPA will accept no other form of Application, including one which responds to all questions but is not the online form itself. The Application must be submitted online as set forth on <https://registration.mlbpa.org>. In addition, the Applicant must submit a hard copy of the Application’s signature page, a copy of the Applicant’s current standard representation agreement, and the application fee by regular mail to the MLBPA; the application is not complete until the MLBPA receives all of these items. The signing and filing of the Application constitute the Applicant’s agreement that he or she will comply with and be bound by these Regulations, including the exclusive arbitration remedy set forth in Section 7, and that his or her failure to comply in any material respect with any provision of the Regulations shall constitute grounds for denial, revocation, limitation or suspension of his or her certification or other disciplinary action.

The mere filing of an Application does not constitute certification of the Applicant as a Player Agent or Expert Agent Advisor or authorize the Applicant to engage in any of the conduct described in Section 3(A) or 3(B) of these Regulations. An Applicant for certification must also take a written test, submit to a background check and receive an appropriate designation in order to be certified. If the MLBPA certifies

the Applicant as a Player Agent or Expert Agent Advisor, the Applicant will be notified of his or her certification, and only then will he or she be authorized to engage in the conduct for which he or she is granted certification. In addition, to retain his or her certification, the Player Agent or Expert Agent Advisor must maintain an updated Agent Registration form and pay an annual administrative fee.

#### **§4(A) – Education, Experience and Knowledge Standards for Certification**

**§4(A)(1) – Player Agents** – An Applicant must demonstrate that he or she possesses the education or relevant professional or employment experience and knowledge to perform competently the functions of a General or Limited Player Agent. As a result, such an Applicant will be required to pass a written test. There will be separate tests for General and Limited Certified Agents. The tests will be open book and will be administered once a year in English and Spanish.

**§4(A)(2)** – After an Applicant has submitted a complete application and successfully completed the background check process, the Applicant will be notified that he or she is eligible to take the written test for the certification sought on the next date it is administered. An Applicant who has successfully completed the background check shall have two opportunities to take and pass the MLBPA’s written test. The MLBPA will make a preparatory course for the test available. An Applicant who passes the test for certification as a Limited Certified Agent must also pass the test for General Certified Agent certification before becoming a General Certified Agent. A Limited Certified Agent does not lose that certification if he or she fails the test to become a General Certified Agent.

**§4(A)(3)** – An Applicant to be a General Certified Agent who completes the background check and passes the written test is not a certified agent until he or she is designated on a *Player Agent Designation* form by at least one Player. An Applicant to be a Limited Certified Agent who completes the background check and passes the written test is not a certified agent until he or she is designated on a *Designation of Recruiter or Client Maintenance Service Provider* form by a General Certified Agent. Such Applicants become certified agents if they receive the required designation within three years of passing the written test. The application of an Applicant who does not receive the required designation within three years expires, and that person must reapply and complete the entire application process again. An Applicant who fails to take the MLBPA’s written test within one year of passing the background investigation shall have his or her application expire and will be required to complete the entire application process again, including the submission of an application fee and successful completion of a background investigation. An Applicant who fails the test for either certification may retake the test the next time it is offered. An Applicant who fails the test twice must reapply and complete the entire application process again, and will be eligible to submit a new application no earlier than one year from the date of the second failed test.

**§4(A)(4) – Expert Agent Advisors** – An individual (i) who is a member, partner or employee of a business entity that is not a sports agency and does not include other General or Limited Certified Agents, (ii) who has not been designated on a *Player Agent Designation* form from a Player who satisfies the definition in Section 2(B), and (iii) who has an undergraduate degree from an accredited four-year college or university, and either

a post-graduate degree from an accredited college or university or four or more years of appropriate negotiation experience, is eligible to be certified as an Expert Agent Advisor.

To be certified as an Expert Agent Advisor, an individual is also required to file an application, pay the required fees, submit to a background check, take a written test and fulfill all reporting requirements. An Applicant to be an Expert Agent Advisor who fulfills all of these requirements is not certified until he or she is designated by a General Certified Agent to assist him or her in carrying out the duties of a General Certified Agent on the *Designation of Expert Agent Advisor* form attached to these Regulations as Exhibit A. Such an Applicant becomes an Expert Agent Advisor if he or she receives the required designation within three years of passing the written test. The application of an Applicant who does not receive the required designation within three years expires, and that person must reapply and complete the entire application process again. In addition, an Expert Agent Advisor must promptly notify the MLBPA in writing when beginning or concluding work for a General Certified Agent with respect to a specific Player.

#### **§4(B) – Only Individuals Can Be Certified**

All Applications must be signed by and filed on behalf of a single individual Applicant. The MLBPA will not accept any Application filed by, nor will it certify as a Player Agent or Expert Agent Advisor, any company, partnership, corporation, or other artificial legal entity. Notwithstanding this policy of certifying only individuals, a Player Agent Representation Agreement may be entered into by a Player and an artificial legal entity by which the Player Agent is employed, or with which he or she is affiliated, provided that the Agreement conforms in all respects with the requirements set forth in these Regulations, including in particular Section 6(F), entitled “Representation Agreement in Name of Player Agent’s Company.” A certified Player Agent or Expert Agent Advisor may be decertified or disciplined for maintaining an affiliation with an Agency or with another person or entity that violates these Regulations.

#### **§4(C) – Applications for General Certification or Certification as an Expert Agent Advisor**

**§4(C)(1)** – A person seeking General Certification by the MLBPA to represent a Player in connection with negotiation, administration or enforcement of Player agreements or rights, as described in Section 3(A), will not receive General Certification unless the Application is accompanied by:

**§4(C)(1)(a)** – at least one current *Player Agent Designation* form (Exhibit B) signed and dated by a Player who satisfies the definition in Section 2(B) designating that Applicant, and

**§4(C)(1)(b)** – a copy of the form of Player Agent Representation Agreement with which the Applicant proposes to contract with prospective Player clients.

**§4(C)(2)** – The MLBPA, in its sole discretion, may require a person seeking General Certification who has not previously been certified to represent a Player in connection with the negotiation, administration or enforcement of Player agreements or rights, as described in Section 3(A), to enter into an agreement with an experienced General Certified Agent,

Expert Agent Advisor or other person with the relevant expertise, as determined and approved by the MLBPA, to assist him or her in connection with initial representations of Players.

**§4(C)(3)** – A person seeking certification as an Expert Agent Advisor as described in Section 4(A)(4) will not receive such certification unless the Application is accompanied by at least one current *Designation of Expert Agent Advisor* form (Exhibit A), signed and dated by a General Certified Agent, designating that Applicant to assist him or her with respect to a Player who satisfies the definition in Section 2(B).

**§4(C)(4)** – Every *Designation of Expert Agent Advisor* must be in the form attached to these regulations as Exhibit A. Every *Player Agent Designation* must be in the form attached to these Regulations as Exhibit B, and must be completed in full. If the principal language of the Player is not English, the Player must sign and date both a *Player Agent Designation* form in English and an accurate translation of the English form in the Player's principal language. Both the English version and the translation shall be filed with the MLBPA. No other form of designation, including one which transposes the language of Exhibit A or Exhibit B onto other stationery, will be accepted by the MLBPA. A Player or General Certified Agent may designate more than one person as a Player Agent or Expert Agent Advisor, respectively, on a single Designation form, including persons employed by or affiliated with more than one firm.

#### **§4(D) – Applications for Limited Certification Only to Recruit or Provide Client Maintenance Services**

The Application of a person seeking Limited Certification only to Recruit or to provide Client Maintenance Services, as described in Section 3(B), must be accompanied by at least one current *Designation of Recruiter or Client Maintenance Services Provider* form, signed and dated by a Player Agent who has been granted General Certification or an Applicant who has applied for General Certification, designating the Applicant for Limited Certification as a Recruiter or Client Maintenance Services Provider on behalf of that Player Agent or Applicant. A *Designation of Recruiter or Client Maintenance Services Provider* form is valid until revoked in writing by the Player Agent or Applicant who signed it. Every *Designation of Recruiter or Client Maintenance Services Provider* must be in the form attached to these Regulations as Exhibit C and must be completed in full. No other form of designation, including one which transposes the language of Exhibit C onto other stationery, will be accepted by the MLBPA. More than one person may be designated on a single Designation form and more than one Player Agent with General Certification or Applicant for General Certification may sign a single form designating the same person(s) as Recruiter(s) or Client Maintenance Service provider(s).

#### **§4(E) – Temporary Limited Certification**

**§4(E)(1)** – Notwithstanding any other provision of these Regulations, the MLBPA may, upon request, in its sole and unreviewable discretion, grant a Temporary Limited Certification, as a privilege and not a right, for a period of up to six months:

**§4(E)(1)(a)** – To a person who has filed a complete Application seeking Limited Certification; or

**§4(E)(1)(b)** – To a person who is or is about to be employed or otherwise retained by a Player Agent on a temporary basis (*e.g.*, summer interns).

**§4(E)(2)** – The MLBPA will not grant Temporary Limited Certification where doing so would result in the circumvention of the certification requirements of these regulations.

**§4(E)(3)** – An individual may file a written request with the MLBPA for a Temporary Limited Certification authorizing the individual on a temporary basis to engage in certain Recruiting or Client Maintenance Service conduct which otherwise requires certification under Section 3(B). The individual's written request shall provide identification and contact information about the individual making the request, the conduct for which authorization is sought (*e.g.*, Recruiting or Client Maintenance Services), the reasons that a Temporary Limited Certification is needed, and must include the required application fee. The MLBPA shall review the request and shall provide electronic notice to the individual granting or denying a Temporary Limited Certification. If the request is granted, the notice shall specify the conduct authorized by the Temporary Limited Certification, the duration of the Temporary Limited Certification, and, if appropriate, a date by which the individual's Application for Limited Certification must be filed, if not already on file.

**§4(E)(4)** – The MLBPA may deny or impose conditions or limitations upon, or suspend, withdraw or revoke a Temporary Limited Certification at any time in its sole and unreviewable discretion. Any decision by the MLBPA concerning a Temporary Limited Certification, including any denial, suspension, extension, withdrawal or revocation of, or the imposition of any conditions or limitations on a Temporary Limited Certification, is neither discipline nor subject to appeal.

**§4(E)(5)** – The MLBPA in its sole and unreviewable discretion may award an Applicant one six-month extension of his or her Temporary Limited Certification if he or she fails to pass the competency test and signs up to take the next test. An Applicant who fails the competency test twice may not submit a new application for one year.

#### **§4(F) – Certification to Represent Additional Players**

An individual who has been granted a General Certification to represent one or more Players, as described in Section 3(A), and who wishes to represent one or more additional Player(s) must also be certified to the Major League Clubs by the MLBPA to do so, but need not file an Application in order to represent the additional Player(s), unless he or she is in inactive status under Section 4(J). He or she need only file with the MLBPA for each additional Player a completed, current *Player Agent Designation* form designating him or her, signed and dated by the additional Player. Likewise, an individual who has been certified as an Expert Agent Advisor to assist one or more General Certified Agents need not file an Application in order to assist other General Certified Agents, unless he or she is in inactive status under Section 4(J). He or she need only file with the MLBPA for each additional General Certified Agent a completed current *Designation of Expert Agent Advisor* form designating him or her, signed and dated by the additional General Agent, and fulfill the requirement in Section 4(A)(4) that he or she promptly notify the MLBPA when beginning to provide and ceasing to provide assistance on behalf of a specific Player.

**§4(G) – Filing An Application For Certification**

All applications to be certified as a Player Agent (including any application for Temporary Limited Certification) or an Expert Agent Advisor and accompanying documents are to be submitted to the MLBPA by utilizing the online Application for Certification available at <https://registration.mlbpa.org>. Documents to be submitted along with the Application (e.g., *Player Agent Designation* forms, *Player Agent Representation Agreements*, *Designation of Recruiter or Client Maintenance Services Provider* forms, and *Designation of Expert Agent Advisor* forms) may be scanned and filed in .PDF format in accordance with the online instructions. Any documents which must be submitted by regular mail (such as the signature page of all Applications to be a Player Agent or Expert Agent Advisor) and all required fees must be submitted to the MLBPA at the following address:

Major League Baseball Players Association  
ATTENTION: Player Agent Certification  
12 East 49<sup>th</sup> Street, 24<sup>th</sup> Floor  
New York, NY 10017

Applications are not complete until the signature pages and fees are received by the MLBPA. The MLBPA does not accept electronic signatures.

**§4(H) – Player Agent and Expert Agent Advisor Application Fee; Annual Updates and Other Fees**

**§4(H)(1)** – Applications for General Certification under Section 4(C), for Limited Certification under Section 4(D), or for certification as an Expert Agent Advisor under Section 4(A)(4), must be accompanied by an Application fee as specified in Addendum A.

**§4(H)(2)** – After an Agent or Expert Agent Advisor is certified, his or her application form becomes the Registration form. All General and Limited Certified agents and Expert Agent Advisors must immediately update their Registration forms if there is any change in the Registration form that has been submitted to the MLBPA. This update may be made online by accessing <https://registration.mlbpa.org>. Failure to update the Registration form in a reasonable period of time will subject the Agent or Advisor to a fine as specified in Addendum A.

**§4(H)(3)** – By no later than July 15 of each calendar year, General and Limited Certified Agents and Expert Agent Advisors must inform the MLBPA that there have been either no changes in the responses on their Registration forms or no changes other than those previously reported under Section 4(H)(2). This report may be made online by accessing <https://registration.mlbpa.org>. By no later than July 15 of each calendar year, all General and Limited Certified Agents and Expert Agent Advisors shall submit to the MLBPA an annual registration renewal fee. The amount is specified in Addendum A.

**§4(H)(4)** – Failure to comply with the reporting and other requirements in Sections 4(H)(2) and (3) in a timely fashion may result in a fine as specified in Addendum A. An Agent or Expert Advisor who fails to update his or her Registration in a calendar year and who fails to pay the annual fee will be notified of such failure by the MLBPA and given a

reasonable time to comply. If the Agent or Expert Advisor fails to comply in the time allowed, he or she will be notified and deemed to have relinquished certification.

**§4(H)(5)** – A General Certified Agent who ceases to have a current *Player Agent Designation* from a Player who satisfies the definition in Section 2(B) and a Certified Expert Agent Advisor who ceases to be designated by a General Certified Agent, may remain certified by complying with the reporting requirements set forth above and paying the annual fee for updating his or her Registration form for three years. As more fully described in Section 4(J), following three years without the appropriate designation, the General Certified Agent or Expert Agent Advisor will be notified that his or her certification will be deemed relinquished, and he or she will be in inactive status. To become certified again, the Agent or Expert Agent Advisor must reapply as set forth in Section 4, except that he or she is not required to retake the written test unless four or more years have passed since the Agent or Expert Agent Advisor was designated on a *Player Agent Designation* form or *Designation as Expert Agent Advisor* form, as appropriate. A Temporary Limited Certified Agent who ceases to have a Designation from a General Certified Agent immediately loses his or her temporary Certification.

**§4(H)(6)** – All information on Applications and Registration Forms must be complete and accurate. The failure to provide complete and accurate information on these documents is grounds for rejection of an application or the withdrawal or suspension of certification or other disciplinary action. Applicants and current Agents and Advisors must answer all questions and must cooperate with requests from the MLBPA or its agents for additional information or clarification. Failure to cooperate with such requests and interference with the MLBPA's review and investigation process is grounds for rejection of the application or the withdrawal or suspension of certification or other disciplinary action. Any dispute between an Applicant and the MLBPA or a current Agent or Advisor and the MLBPA about whether the Applicant, Agent or Advisor must provide documents, testimony or other information to the MLBPA, including without limitation any claim of privilege with respect to such documents, testimony or information, is subject to exclusive arbitration under Section 7(B).

#### **§4(I) – Application Review; Background Check; Additional Information**

**§4(I)(1)** – In its review and consideration of an Application, the MLBPA or an outside firm will conduct a background check of the Applicant. The background check will focus on conduct which is relevant to the Applicant's fiduciary duties as an Agent and Advisor and additional responsibilities as a person to whom the MLBPA will have delegated certain authority to bargain on behalf of players. In order to have his or her Application considered, the Applicant will be required to consent in writing to a background check, to cooperate fully with that process and to authorize the MLBPA in its sole discretion to disclose the information to players whom the Applicant represents or seeks to represent. Failure to consent to or cooperate fully with the background check and its use is grounds for rejection of an Application.

**§4(I)(2)** – In its review and consideration of any Application, the MLBPA or its outside firm may request the Applicant to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring

a conference with the Applicant by telephone or in person or providing the Applicant with an opportunity to respond to negative information. See Section 4(N).

**§4(I)(3)** – As set forth in Section 4(N), an Applicant who is denied certification based on a background check will receive notice and will have an opportunity to respond in writing to the information in the background check report. If the Applicant is denied certification based on the information in a background check report, he or she may appeal that decision solely to exclusive arbitration under Section 7(B).

#### **§4(J) – Inactive Player Agents and Expert Agent Advisors**

The MLBPA shall take the following action with respect to Player Agents who have not had a current *Player Agent Designation* or current *Designation of Recruiter or Client Maintenance Services Provider* as described in Sections 4(J)(1) and 4(J)(2), Temporary Limited Certified Agents who do not have a current *Designation of Recruiter or Client Maintenance Services Provider* form as described in Section 4(J)(3), and Expert Agent Advisors who have not had a current *Designation of Expert Agent Advisor* as described in Section 4(J)(4):

**§4(J)(1)** – Any Player Agent with a General Certification, as described in Section 2(C)(1), who, in the immediately preceding three years, has not had a current *Player Agent Designation* form signed by a Player and filed with the MLBPA, shall be notified by the MLBPA that he or she will be placed in inactive status. A Player Agent so notified may avoid placement in inactive status by providing evidence within thirty (30) days of receiving such notice demonstrating to the MLBPA's satisfaction that he or she has had a current *Player Agent Designation* from a Player who satisfies the definition in Section 2(B) within the preceding three years.

**§4(J)(2)** – Any Player Agent with a Limited Certification, as described in Section 2(C)(2), who, in the immediately preceding ninety (90) days, has not had a current *Designation of Recruiter or Client Maintenance Services Provider* form signed by a Player Agent with General Certification and filed with the MLBPA, shall be notified by the MLBPA that he or she will be placed in inactive status. A Player Agent so notified may avoid placement in inactive status by providing evidence within thirty (30) days of receiving such notice demonstrating to the MLBPA's satisfaction that he or she has had a current *Designation of Recruiter or Client Maintenance Services Provider* form from a Player Agent with General Certification within the preceding ninety (90) days.

**§4(J)(3)** – Any Player Agent with a Temporary Limited Certification who ceases to be designated on a *Designation of Recruiter or Client Maintenance Service Provider* form signed by a Player Agent with, or Applicant for, General Certification and filed with the MLBPA, immediately loses his or her Temporary Limited Certification. A Temporary Certified Agent may avoid losing his or her Temporary Certification only by immediately demonstrating to the MLBPA's satisfaction that he or she has in fact continuously possessed the required designation.

**§4(J)(4)** – An Expert Agent Advisor who, in the immediately preceding three years, has not had a current designation by a General Certified Agent to assist with representation of a Player who satisfies the definition in Section 2(B) shall be notified by the MLBPA that he or she will be placed in inactive status. An Expert Agent Advisor so notified may avoid



placement in inactive status by providing evidence within thirty (30) days of receiving such notice demonstrating to the MLBPA's satisfaction that he or she has had a current *Designation of Expert Agent Advisor* form on behalf of a General Certified Agent within the preceding three years.

**§4(J)(5)** – A Player Agent in inactive status who receives a *Player Designation* from a Player as defined in Section 2(B) or a *Designation of Recruiter or Provider of Client Maintenance Services* form from a General Certified Agent, or an Expert Agent Advisor in inactive status who receives a *Designation of Expert Agent Advisor* from a General Certified Agent must reapply for certification and satisfy the Application and certification requirements for new applicants except that he or she is not required to take the written test unless four or more years have passed since the Player Agent or Expert Agent Advisor was properly designated by a Player or a General Certified Agent, as appropriate.

#### **§4(K) – Disclaimer**

The MLBPA's granting of certification as a Player Agent or Expert Agent Advisor is not intended to, and does not constitute, employment or retention of any Player Agent or Advisor by the MLBPA as an employee or agent of the MLBPA, nor is it intended to, nor does it establish, any partnership or joint venture between the MLBPA and any Player Agent or Advisor. In addition, the MLBPA's granting of certification as a Player Agent or Advisor is not intended to be and does not constitute any guarantee, warranty or endorsement by the MLBPA of the quality of any Player Agent's or Advisor's performance. In no event shall the MLBPA's granting of certification as a Player Agent or Advisor be deemed to impose upon the MLBPA, its Executive Board or any of its committees, officers, representatives, members, consultants, employees or agents, any liability for any conduct or act of commission or omission by any certified Player Agent or Advisor in providing representation or any other service to or for any Player.

#### **§4(L) – Relations Among Player Agents, Applicants, and their Employees, Contractors and Other Business Associates**

Due to the different and sometimes inconsistent laws and regulations of the various jurisdictions governing employment and business relationships (e.g., the duty of loyalty owed by employees to their employers and the enforceability of post-employment Restrictive Covenants, etc.), it is necessary to exercise the MLBPA's authority under Federal labor laws to establish uniform and consistent regulations that apply to relations among Player Agents or Applicants and their employees, independent contractors, business associates, Agencies and affiliated persons and entities. For purposes of these Regulations, an Agency and a person or entity affiliated with an Agent or Agency includes, among others, shareholders and investors.

**§4(L)(1) – Duty of Loyalty** – Notwithstanding any State or local law or regulation to the contrary, each employee of a Player Agent or Applicant owes a fiduciary duty to act loyally for the employer's benefit in all matters connected with the employment relationship. This duty of loyalty exists even in the absence of any formal employment agreement. An employee of a Player Agent or Applicant breaches this duty of loyalty by:

**§4(L)(1)(a)** – Competing with the employer while employed by the employer, including without limitation, Recruiting for his or her own present or future self-

interest or for any other Player Agent or other competitor of the employer, or using work time or the employer's facilities or equipment to prepare to become a competitor of the employer; or

**§4(L)(1)(b)** – Making unauthorized use or disclosure of the employer's confidential information to serve other than the employer's interest, whether before or after termination of the employment relationship.

A similar duty of loyalty also applies to the partners and other business associates of Player Agents and Applicants, including independent contractors, in all matters connected with their business relationship involving representation of players, except to the extent they may have specifically provided otherwise by agreement.

The arbitration process of Section 7 shall be the exclusive method of resolving all disputes between or among Player Agents, Expert Agent Advisors or Applicants and other Player Agents, Expert Agent Advisors or Applicants that relate to the validity, application, interpretation, breach or enforcement of the duty of loyalty.

**§4(L)(2) – Enforceability of Restrictive Covenants** – Notwithstanding any State or local law or regulation to the contrary, any Restrictive Covenant in any agreement between a Player Agent or Applicant and another Player Agent, employee, independent contractor, partner, shareholder or other business associate is enforceable only if:

**§4(L)(2)(a)** – The Restrictive Covenant is included in a written agreement, supported by consideration, and executed by both parties;

**§4(L)(2)(b)** – A copy of the Restrictive Covenant's terms and the name of the employee or business associate subject to the Restrictive Covenant have been disclosed in writing to the MLBPA by an authorized representative of the party who may seek to enforce the Restrictive Covenant within 90 days of signing it;

**§4(L)(2)(c)** – The written agreement containing the Restrictive Covenant includes a separate paragraph which provides as follows:

All disputes between or among *[insert names of the parties to the Restrictive Covenant]* involving the validity, interpretation, application, enforcement or alleged breach of *[insert a reference to the provisions of the agreement containing the Restrictive Covenant]* of this agreement shall be resolved exclusively in accordance with the final and binding arbitration procedures set forth in Section 7(A) of the MLBPA's Regulations Governing Player Agents. This paragraph supersedes any provision in this or any other agreement between or among *[insert names of parties to the Restrictive Covenant]* that is or may appear to be in conflict with this paragraph;

**§4(L)(2)(d)** – The party seeking enforcement of the Restrictive Covenant has not breached the underlying agreement governing the relationship between the parties, nor acted in bad faith in requiring or invoking the Restrictive Covenant so that its

enforcement would be inequitable (*e.g.*, by discharging an employee without cause simply to invoke a Restrictive Covenant); and

**§4(L)(2)(e)** – Its restrictions on the former employee, business associate or independent contractor, examined individually under the facts and circumstances, are reasonable. The party seeking to enforce the restriction shall have the burden of proving its reasonableness. In determining whether each restriction meets this standard of reasonableness, the following factors, among others, shall be taken into consideration:

**§4(L)(2)(e)(i)** – Whether the geographical scope of the restriction is limited to an area no larger than is reasonably necessary to protect the legitimate business interest it is designed to protect;

**§4(L)(2)(e)(ii)** – Whether the duration of the restriction is limited to a period of time no longer than is reasonably necessary to protect the legitimate business interest it is designed to protect;

**§4(L)(2)(e)(iii)** – Whether any restriction on Recruiting, representing or performing services for certain players is limited in scope to include only those players with whom the party seeking enforcement has a relationship sufficient to justify the restriction;

**§4(L)(2)(e)(iv)** – Whether any provision requiring a former employee, associate or independent contractor to share post-termination earnings, or to pay any money or forfeit any benefit for competing with the former employer or business associate or for breaching a Restrictive Covenant, is limited in both duration and amount to what is reasonably necessary, under the particular facts and circumstances, to fairly compensate the party seeking enforcement of that provision.

**§4(L)(3) – Required Consent to MLBPA Jurisdiction Over Disputes** – A Certified Agent may not be employed by or affiliated with an Agency, person, or entity unless such Agency, person, or entity complies with the MLBPA’s regulations and consents to the MLBPA’s jurisdiction over:

- (i) any dispute between a Player Agent or Applicant and that Agency, person or entity that relates to the representation or Recruitment of Players or the validity, application, interpretation, breach or enforcement of the duty of loyalty described in Section 4(L)(1) or any Restrictive Covenant;
- (ii) any dispute between a Player and that Agency, person or entity as described in Section 7(A) of these Regulations; and
- (iii) any dispute arising between the MLBPA and that Agency, person, or entity as described in Section 7(B) of these Regulations.

**§4(L)(4) – Temporary Determinations by MLBPA** – In any dispute between Player Agents, Expert Agent Advisors or Applicants involving interpretation, application, enforcement or alleged breach of the duty of loyalty or a Restrictive Covenant, the MLBPA may determine, on a temporary basis, the rights of the parties and any affected players, including any issues of player representation or certification, in order to protect the interests of the parties and any affected players until the matter can be resolved by the exclusive arbitration process of Section 7. Where reasonably possible, before making such a temporary determination, the MLBPA shall provide both notice and the opportunity to submit a written statement of position to all parties to the dispute. In addition, where the MLBPA has made such a temporary determination, it shall to the extent reasonably possible seek to expedite the proceeding under Section 7.

**§4(M) – Denial of Certification; Limits and Conditions on Certification**

It is the MLBPA's intention to certify as Player Agents and Expert Agent Advisors only those persons who, in its judgment, can reasonably be expected to carry out faithfully their important fiduciary and other responsibilities. Consistent with this objective, the MLBPA may deny certification as a Player Agent or Expert Agent Advisor to any Applicant, or may impose limits or conditions on the certification granted to any Applicant, including but not limited to requiring the Applicant to obtain assistance from an experienced General Certified Agent, Expert Agent Advisor or other person with relevant expertise, as determined and approved by the MLBPA, to assist him or her in connection with representations of players, on any of the following grounds:

**§4(M)(1)** – the Applicant has not filed an Application which is complete by the deadline the MLBPA establishes and in conformity with these Regulations or the Applicant has failed in any material way to provide the information requested in the Application by the deadline the MLBPA establishes;

**§4(M)(2)** – the Applicant has failed to cooperate with the MLBPA in its processing of his or her Application, including without limitation, failing or refusing to supply additional information, documents or materials that the MLBPA or any third party retained by the MLBPA to assist in processing the Application may request, or to participate in a conference with the MLBPA or its agents by telephone or in person, upon request;

**§4(M)(3)** – the Applicant has made any misrepresentation or any false or misleading statement or omission of a material nature in the Application, the MLBPA's processing of the Application or the MLBPA's or its agents' investigation of the Applicant;

**§4(M)(4)** – the Applicant has failed to pass the written test or, in the reasonable judgment of the MLBPA, has otherwise demonstrated that he or she lacks the minimum educational or experience background, knowledge, competence, credibility or integrity to be certified;

**§4(M)(5)** – the Applicant has engaged in conduct (including conduct that violates the duty of loyalty an employee owes to the employer, or conduct that creates an actual or potential conflict of interest, or the appearance of such a conflict) which, in the MLBPA's reasonable judgment, is likely to impair the Applicant's ability to provide single-minded, honest, competent, loyal and zealous representation of or advice to players;

**§4(M)(6)** – the Applicant has engaged in conduct which, in the MLBPA’s reasonable judgment, renders the Applicant unfit to be certified, including, but not limited to, misappropriation or embezzlement of funds, theft, fraud, deceit, breach of a fiduciary duty, antiunion activities such as crossing a picket line or strikebreaking, or an offer or promise of improper inducements to a player or any person related to or associated with a player;

**§4(M)(7)** – the Applicant has engaged in any of the conduct requiring General Certification as a Player Agent for a Player, as described in Sections 2(C)(1) and 3(A), without first being designated by such Player on a current *Player Agent Designation* form filed with the MLBPA, and being certified by the MLBPA to engage in such conduct on behalf of such Player;

**§4(M)(8)** – the Applicant has engaged in any of the conduct requiring Limited Certification as a Player Agent, as described in Sections 2(C)(2) and 3(B), without first being designated by a Player Agent with General Certification, or an Applicant seeking General Certification, on a current *Designation of Recruiter or Client Maintenance Services Provider* form filed with the MLBPA, and being certified by the MLBPA to engage in such conduct; or

**§4(M)(9)** – the Applicant has engaged in any of the conduct requiring certification as an Expert Agent Advisor, without first being designated by a Player Agent with General Certification, or an Applicant seeking General Certification, on a current *Designation of Expert Agent Advisor* form filed with the MLBPA, and being certified by the MLBPA to engage in such conduct; or

**§4(M)(10)** – the Applicant has engaged in any other conduct which, in the MLBPA’s reasonable judgment, may adversely affect the Applicant’s credibility, integrity or competence to serve as a representative, advisor or fiduciary on behalf of Players.

**§4(N) – Application Processing; Notice of Certification; Notice of Successful Completion of Application; Notice of Denial of or Limitations on Certification; Right to Appeal**

**§4(N)(1)** – Every complete application filed with the MLBPA shall receive a case number.

**§4(N)(2)** – The MLBPA shall notify an Applicant electronically that he or she has been certified.

**§4(N)(3)** – The MLBPA shall notify an Applicant who has successfully completed all aspects of the application process, including the written test, but who (i) does not currently represent a Player who satisfies the definition in section 2(B), or (ii) in the case of an Applicant to be an Expert Agent Advisor or a Limited Certification Agent, does not currently have a Designation from a General Certified Agent, that he or she has successfully completed the application process, but that his or her certification remains pending until the MLBPA receives, as appropriate, a *Player Agent Designation* form, designating the Applicant as agent, and signed by a Player who satisfies the definition in section 2(B), or a *Designation of Expert Agent Advisor* form or a *Designation of Recruiter or Client Maintenance Services Provider* form signed by a General Certified Agent. In subsequent calendar years in which such an Applicant still does not have the required

Designation, he or she must update his or her Registration as set forth in Section 4(H). If after three years following the successful completion of the application process the Applicant has not obtained the required Designation, the Applicant's application will expire and he or she will be required to reapply and complete the entire application process.

**§4(N)(4)** – If an application raises legal or factual questions that must be resolved before the certification decision, the application will be referred to the MLBPA's Assistant General Counsel for Agent Regulation for review. In its sole, unreviewable discretion, the MLBPA may decide to use an outside person or agency to conduct or assist in conducting such a review. The Assistant General Counsel or his or her designee will review the application, the background check, and other publicly available information. Where the review reveals information that suggests that the application may be denied, the Assistant General Counsel or his or her designee will contact the Applicant and seek additional relevant information and provide him or her with an opportunity to respond in writing. The Assistant General Counsel for Agent Regulation, after consultation with the designee, if any, will provide relevant information and a recommendation to the Agent Regulation Review Committee.

**§4(N)(5)** – The Committee, after considering the Assistant General Counsel's recommendation and the record, will make a recommendation to the Executive Director. The Executive Director, after consultation with the General Counsel and other counsel as he or she deems appropriate, will decide to adopt or reject the Review Committee's recommendation or to return the matter to the Assistant General Counsel for Agent Regulation for further factual or legal consideration.

**§4(N)(6)** – The MLBPA shall provide an Applicant with electronic notice of any decision to deny his or her certification or to impose limits or conditions on the certification granted. The notice shall set forth the action taken, a brief statement of the factual basis for the action taken and the relevant provisions of the Regulations involved in the action taken.

**§4(N)(7)** – Any dispute between an Applicant and the MLBPA related to the application and Certification process, including without limitation any dispute about whether the Applicant, Agent or Advisor must provide documents, testimony or other information to the MLBPA or about whether such documents, testimony or information are privileged, is subject exclusively to arbitration under Section 7(B). In addition, any Applicant aggrieved with the action taken by the MLBPA may appeal exclusively to arbitration under Section 7(B).

**§4(N)(8)** – After any dispute related to certification by the MLBPA is concluded, the MLBPA in its sole, unreviewable discretion may make its decision resolving the dispute public; it may also provide notice of the resolution of that dispute to all Players who have a *Player Agent Designation* form with the Applicant and to any General Certified Agent who has designated the Applicant as an Expert Agent Advisor or Limited Certified Agent. The MLBPA may also notify other Players who may be affected, other certified Player Agents or the Office of the Commissioner of Baseball.

**§4(O) – Revocation or Suspension of Certification; Other Discipline**

**§4(O)(1)** – At any time after granting certification, the MLBPA may revoke or suspend a Player Agent’s or Expert Agent Advisor’s certification or take other disciplinary action against a Player Agent or Expert Agent Advisor on the basis of any of the following:

**§4(O)(1)(a)** – any ground that would have provided a basis for denying certification or imposing limits or conditions on the certification granted in the first instance; or

**§4(O)(1)(b)** – failing to comply with, or engaging in conduct in violation of, any provision of the Standards of Conduct set forth in Section 5.

**§4(O)(2)** – The other disciplinary actions the MLBPA may take against a Player Agent, Expert Agent Advisor or Applicant include, but are not limited to, imposing limitations or conditions on his or her authority to represent certain Players or to deal with certain Clubs or to perform certain services on behalf of Players, requiring restitution to players or other parties for any damages or losses he or she has wrongfully caused, written reprimands or warnings, and other forms of discipline.

**§4(P) – Notice of Discipline; Right to Appeal**

**§4(P)(1)** – A signed complaint alleging a violation of the MLBPA’s Agent Regulations shall receive a case number. In addition, in its sole, unreviewable discretion, the MLBPA may decide to initiate the investigation of an Agent or Expert Agent Advisor. If the MLBPA’s investigation discovers facts that demonstrate that its Regulations may have been violated, it shall assign a case number to its investigation. In its sole, unreviewable discretion, the MLBPA may decide to use an outside person or agency to investigate complaints, including but not limited to allegations by other Agents, Players or in press reports, that an Agent or Expert Agent Advisor has engaged in misconduct.

**§4(P)(2)** – A complaint or investigation that raises legal or factual questions concerning a violation of the Regulations will be referred to the MLBPA’s Assistant General Counsel for Agent Regulation. The Assistant General Counsel or his or her designee will examine the matter, determine whether there is a potential violation of the Regulations, and conduct an investigation if warranted. An Agent or Expert Agent Advisor who is the target of a complaint or an inquiry that the MLBPA determines warrants investigation will be notified, provided with the name of the person or persons making the allegations and a summary of the misconduct alleged, and given an opportunity to respond in writing to the allegations made. Where appropriate, the Assistant General Counsel or a designee may also contact the complainant and other persons to seek relevant information and/or legal argument. Any Agent or Expert Agent Advisor who interferes with or impedes an investigation, who misuses the investigation process (including by making frivolous allegations), or who fails to cooperate with any investigation by the MLBPA or its designee may be found in violation of these Regulations.

**§4(P)(3)** – The Assistant General Counsel for Agent Regulation, after consultation with the MLBPA’s designee, if any, will provide relevant information and a recommendation to the Agent Regulation Review Committee. The Committee, after considering the

Assistant General Counsel's recommendation and the record, will make a recommendation to the Executive Director. The Executive Director, after consultation with the General Counsel and other counsel as he or she deems appropriate, will decide to adopt or reject the Review Committee's recommendation or to return the matter to the Assistant General Counsel for Agent Regulation for further factual or legal consideration.

**§4(P)(4)** – The MLBPA shall provide a Player Agent, Applicant or Expert Agent Advisor with electronic notice of any decision to take disciplinary action against him or her. The notice shall set forth the action taken, and include a brief statement of the factual basis for the action and the relevant provisions of the Regulations.

**§4(P)(5)** – Any dispute between an Applicant and the MLBPA or a Player Agent or Expert Advisor and the MLBPA related to disciplinary action, including without limitation any dispute about whether the Applicant, Agent or Advisor must provide documents, testimony or other information to the MLBPA or about whether such documents, testimony or information are privileged, is exclusively subject to arbitration under Section 7(B). Any Applicant, Agent or Advisor aggrieved by disciplinary action taken by the MLBPA may appeal exclusively to arbitration under Section 7(B).

**§4(P)(6)** – After any MLBPA action against a Player Agent, Expert Agent Advisor or Applicant is final, the MLBPA in its sole, unreviewable discretion may make its action public; it may also provide notice of the discipline to all Players who have a current *Player Agent Designation* form with such General Certified or Limited Certified Agent found to have engaged in misconduct or who have been assisted by any Expert Agent Advisor found to have engaged in misconduct. The MLBPA may also in its sole, unreviewable discretion notify other Players who may be affected, other certified Player Agents or the Office of the Commissioner of Baseball.

## **Section 5 – Standards of Conduct for Player Agents, Expert Agent Advisors and Applicants**

### **§5(A) – Requirements for Applicants, Player Agents and Expert Agent Advisors**

All Applicants seeking, and all Player Agents and Expert Agent Advisors granted, Certification are required:

**§5(A)(1) – Provide and Update Required Information** – To provide to the MLBPA all information required by the Application and the annual Registration updates required by Section 4(H) and, in addition, to amend or supplement in writing the information on file with the MLBPA in accordance with Section 4(H);

**§5(A)(2) – Agree to Dissemination of Agent and Advisor Information** – To agree, by signing and submitting the Application and Registration, that the information provided may be shared by the MLBPA with any player and, in addition, may be used by the MLBPA as it deems necessary in the performance of its representational duties, including publishing basic biographical, educational, professional, contact and similar information in a Player Agent and Expert Agent Advisor Directory and informing players



of the individual's certification status and any disciplinary or punitive action taken against the individual;

**§5(A)(3) – Provide Copies of Application or Registration to Players Upon Request** – To provide, upon request, a copy of his or her most recent Application or Registration to any player he or she represents, assists or Recruits, and to inform each player, before the player signs any *Player Agent Designation* form or otherwise agrees to become a client or advisee of the Player Agent, of the right at any time to request and obtain a copy of the most recent Application or Registration;

**§5(A)(4) – Provide Annual Fee Statements to Players** – On or before March 1 of each year, to provide each Player who, during the immediately previous calendar year, paid the Player Agent any fees or reimbursed any expenses of the Player Agent, a fully completed copy of the Fee Statement form attached to these Regulations as Exhibit F. The Fee Statement shall cover the period January 1 through December 31 of the immediately previous year and a copy of it shall be provided to the MLBPA upon its transmission to each Player. A single Fee Statement form may be provided for a Player's fees or expenses paid to all Player Agents employed by or associated with the same business entity, but each Fee Statement must include any fees and expenses paid by only one Player;

**§5(A)(5) – Attend Mandatory Meetings** – To attend any seminars or meetings designated by the MLBPA as mandatory for that Player Agent or Expert Agent Advisor. The MLBPA may designate seminars and meetings as mandatory for all Player Agents or Expert Agent Advisors or for any category or group of Player Agents (*e.g.*, only those with General Certification, or only those with salary arbitration eligible clients), or may require that at least one representative from every Agency attend certain seminars and meetings;

**§5(A)(6) – Comply with Fee Limitations** – To comply with the Regulations' fee disclosure requirements and limitations on Player Agent fees (see Sections 6(C) and 6(I));

**§5(A)(7) – Provide Copy of Representation Agreement to Player and the MLBPA** – To provide each Player whom the Player Agent represents, or whom an Applicant seeks to represent, an executed copy of his Player Agent Representation Agreement, including any required translation of the Agreement, and to timely provide the MLBPA with an executed copy of each such Agreement and translation;

**§5(A)(8) – Allow Independent Audit** – Upon request by a former or current Player client, or by the MLBPA, to allow a professional auditor or certified public accountant designated by the Player or the MLBPA to conduct an independent review or audit of all relevant books and records relating to any services provided to that Player;

**§5(A)(9) – Transfer Records of Players** – Upon request by a player, or by the MLBPA, to transfer to that player or his designee all documents and records in the Player Agent's, Expert Agent Advisor's or Applicant's possession or control relating to that player and deemed by the player or his current Player Agent or other representative to be relevant to the appropriate representation of the player. The original documents and records shall be provided (and, if necessary, copies may be made and retained), except where the Player Agent, Expert Agent Advisor or Applicant is subject to a legal requirement or demonstrates a compelling business reason to retain an original document or record. A Player Agent or

Applicant may not withhold documents or records in order to collect a fee or debt owed by the player;

**§5(A)(10) – Report Violations of Player Rights** – To advise a Player of, and report to the MLBPA, any known or reasonably suspected violations of the Basic Agreement (including any Uniform Player’s Contract or any Major League Rule) committed or reasonably suspected to have been committed by any Major League Club or Clubs, or by the Commissioner’s Office or any other person or entity affiliated with Major League Baseball;

**§5(A)(11) – Disclose to the MLBPA all Communications with Players Who Are Not Clients** – To provide written disclosure to the MLBPA of any and all communications with any Player(s) whom the Player Agent or Applicant is not designated to represent. Such disclosures shall be provided in all the circumstances more fully described in, and shall include such information as required by, Section 5(B)(8).

**§5(A)(12) – Provide Information to and Cooperate with the MLBPA** – To provide the MLBPA, upon request, with all documents, information and materials the MLBPA deems relevant with respect to any inquiry concerning these Regulations or the Basic Agreement and in all other respects to cooperate fully with the MLBPA in its representation of Players, and to consent to arbitration under Section 7 of any dispute with the MLBPA concerning the production of such documents, information and materials, including any claim of privilege;

**§5(A)(13) – Provide Adequate Supervision of those Working on their Behalf** – To provide a level of supervision of all employees and other persons acting on their behalf or on behalf of their firm, which ensures their compliance with these Regulations and their observance of reasonable standards of care; and

**§5(A)(14) – Comply with All MLBPA Regulations** – To comply with all other provisions of these Regulations.

**§5(B) – Prohibited Conduct; Grounds for Disciplinary Action**

The conduct described in Sections 5(B)(1) through 5(B)(22) is, unless provided otherwise in those Sections, strictly prohibited, and may result in the denial of certification to any offending Applicant, or disciplinary action against any offending Player Agent or Expert Agent Advisor or Applicant.

**§5(B)(1) – Acting as Player Agent or Expert Agent Advisor without Certification** – No person shall engage in or attempt to engage in any of the conduct described in Sections 3(A) or 3(B) or provide the assistance described in Section 4(A)(4) unless the person has first obtained the appropriate certification from the MLBPA.

**§5(B)(2) – Unauthorized Representation of Players** – No person shall engage in or attempt to engage in any of the conduct set forth in Section 3(A) or authorized in Section 4(A)(4) on behalf of any Player unless the person first:

**§5(B)(2)(a)** – has been designated on a current, valid and signed *Player Agent Designation* form (Exhibit B to these Regulations) or a current, valid and signed

*Designation of Expert Agent Advisor* Form (Exhibit A to these Regulations) filed with the MLBPA; and

**§5(B)(2)(b)** – in the case of a Player Agent, has executed and provided to such Player an executed copy of his current Player Agent Representation Agreement, and, if required, an accurate translation of that Agreement into the Player’s principal language.

**§5(B)(3) – Employing or Retaining Unauthorized Recruiter(s) or Provider(s) of Client Maintenance Services** – No Player Agent or Applicant shall employ, retain, compensate or promise to employ, retain or compensate any person for the purpose, in whole or in part, of Recruiting or providing Client Maintenance Services, as more fully described in Section 3(B), unless such person first:

**§5(B)(3)(a)** – has been designated on a current and valid *Designation of Recruiter or Client Maintenance Services Provider* form (Exhibit C attached to these Regulations) signed by a Player Agent with General Certification or an Applicant for General Certification and filed with the MLBPA, as provided in Section 4(D); **and** has obtained the appropriate certification from the MLBPA; **or**

**§5(B)(3)(b)** – has obtained a Temporary Limited Certification from the MLBPA which is still in effect, as provided in Section 4(E).

**§5(B)(4) – Compensating Recruiters or Client Maintenance Services Providers Primarily on Commission** – No Player Agent or Applicant shall, without providing written disclosure to the MLBPA, employ, retain, compensate, or promise to employ, retain or compensate any person for the purpose, in whole or in part, of Recruiting or providing Client Maintenance Services for Players, as more fully described in Section 3(B), pursuant to any arrangement that would allow more than fifty percent (50%) of such person’s total compensation for any calendar year to be derived from commissions from Players, or more than twenty-five percent (25%) of such person’s total compensation for any calendar year to be derived from commissions from any single Player.

**§5(B)(4)(a)** - The written disclosure required by this Section 5(B)(4) shall provide the following information to the MLBPA:

**§5(B)(4)(a)(i)** – The names of the Player Agent or Applicant and the person being so employed, retained or compensated; and

**§5(B)(4)(a)(ii)** – A description of the compensation arrangement for such person, which includes a breakdown of the percentage of such person’s total compensation that may be derived from commissions from Players or from any single Player.

**§5(B)(4)(b)** – If the MLBPA determines, in its reasonable judgment, that the compensation arrangement so disclosed is not in the best interest of Players, it may disallow the arrangement or require that it be modified.

**§5(B)(5) – Improper Inducements** – No Player Agent or Applicant or Expert Agent Advisor shall provide, cause to be provided or promise to provide, any money or any other

thing of value to any player, or any person related to or associated with such player, the purpose of which is to induce or encourage such player to use or continue to use any person's or firm's services as a Player Agent, Expert Agent Advisor, Representative, or Draft Advisor.

**§5(B)(5)(a) – Loans to Professional Player Clients** – Any loans, or promise of loans, of money or any other thing of value by a Player Agent or Applicant to a player, or any persons related to or associated with such player, are prohibited without prior written approval of the MLBPA. Expert Agent Advisors may not loan money or any other thing of value to a player or any persons related to or associated with a player.

**§5(B)(5)(a)(i)** – To request approval of a proposed loan, a Player Agent or Applicant must disclose the purpose and terms of the loan in writing to the MLBPA on the form attached to these Regulations as Exhibit D. The MLBPA will promptly notify the Player Agent or Applicant whether the request has been approved or denied.

**§5(B)(5)(a)(ii)** – A Player Agent or Applicant may only loan or promise to loan money or any other thing of value to a player or to persons related to or associated with a player if the Player Agent or Applicant represents or assists the player at the time of both the promise and the making of the loan. The MLBPA will not approve a loan if this condition is not satisfied.

**§5(B)(5)(a)(iii)** – A Player Agent or Applicant must report to the MLBPA the terms of any third party loans made to players in which he or she has any involvement of any kind, including but not limited to any role in facilitation or arrangement.

**§5(B)(5)(b) – Gifts to Professional Player Clients** – Any gifts or promise of gifts, of money or of any other thing of value with an aggregate value exceeding \$500 U.S. in any calendar year, by an Expert Agent Advisor to any single player, or any persons related to or associated with such player, are prohibited. Except as provided in Section 5(B)(5)(e) or Section 5(B)(5)(g)(ii), any gifts or promise of gifts, of money or of any other thing of value with an aggregate value exceeding \$500 U.S. in any calendar year, by a Player Agent or Applicant to any single player, or any persons related to or associated with such player, are prohibited **unless:**

**§5(B)(5)(b)(i)** – each gift without regard to its value, is made or promised to a professional player who is represented by the Player Agent or Applicant at the time of both the promise and the making of the gift, or to persons related to or associated with such player;

**§5(B)(5)(b)(ii)** – the purpose and terms of each gift or promise of a gift that individually exceeds \$500 in value are disclosed in writing to the MLBPA on the form attached to these Regulations as Exhibit D prior to such gift being promised or made, if practicable, or as soon thereafter as practicable, and in no case more than 48 hours thereafter;

**§5(B)(5)(b)(iii)** – when the \$500 aggregate value threshold for gifts or promises of gifts to a single professional player in a calendar year has been reached, the purpose and terms of each subsequent individual gift of any value promised or made during the same calendar year are disclosed in writing to the MLBPA on the form attached to these Regulations as Exhibit D prior to such gift being promised or made, if practicable, or as soon thereafter as practicable, and in no case more than 48 hours thereafter; and

**§5(B)(5)(b)(iv)** – the MLBPA does not determine and notify the Player Agent or Applicant that the gift is prohibited by these Regulations.

**§5(B)(5)(c) – Gifts or Loans to Non-Client Players; Exceptions** –Any gift or loan, or promise of a gift or loan, of money or any other thing of **any value** by a Player Agent or Applicant to any player who is not represented or assisted by the Player Agent or Applicant at the time of either the promise or the making of the gift or loan, or to persons related to or associated with such player, is prohibited; **except that:**

**§5(B)(5)(c)(i)** – a Player Agent or Applicant may, on two occasions only, pay the actual and reasonable cost of a meal for a player who is not represented by the Player Agent or Applicant at the time of the meal, and for the immediate family of that player; and

**§5(B)(5)(c)(ii)** – a Player Agent or Applicant may, on one occasion only, pay the actual and reasonable transportation and lodging expenses of a player who is not represented by the Player Agent or Applicant at the time, and one guest of that player, in connection with such player’s overnight visit to the Agent or Applicant’s offices.

**§5(B)(5)(c)(iii)** – a Player Agent or Applicant must disclose to the MLBPA the names of the persons for whom the meal, transportation and/or lodging was purchased and the purpose and cost of the meal, transportation and/or lodging at the same time as and in addition to any other information required by Section 5(B)(8). Certified Player Agents shall submit these disclosures using the appropriate forms on the Agent website (<https://www.mlbpagent.org>) and Applicants for Certification shall make these disclosures by electronic mail to [agent.reg@mlbpa.org](mailto:agent.reg@mlbpa.org).

**§5(B)(5)(d) – Gifts or Loans Conditioned on Becoming or Remaining a Client** – Any gift or loan, or promise of a gift or loan, of money or any other thing of **any value** by a Player Agent or Applicant to any player, or any person related to or associated with such player, is prohibited if the gift or loan, or any terms of the gift or loan (*e.g.*, the interest rate or repayment schedule of a loan, or whether a gift is to be returned or a loan repaid), is subject to any condition or requirement that the player use or continue to use the services of any person or firm as Player Agent, Representative or Draft Advisor. Any provisions of an agreement or promissory note calling for the return of a gift or its value, or the repayment or restructuring of the terms of a loan, based on such a condition or requirement shall be unenforceable against the recipient of the gift or loan.

The types of transactions prohibited by this Section 5(B)(5)(d) include, without limitation, the following, solely by way of example:

**§5(B)(5)(d)(i)** – a Recruiter promises to give a player an iPad, if the player becomes a client of the Player Agent employing the Recruiter;

**§5(B)(5)(d)(ii)** – a Player Agent loans a sum of money to one of his player clients to make a down payment on a house and has the player sign a promissory note providing for repayment of the loan over a specified term of months and at a specified low interest rate, but the promissory note contains an acceleration clause requiring that, if the player terminates the Player Agent, the loan must be repaid in full immediately and at a higher retroactive rate of interest; or

**§5(B)(5)(d)(iii)** – a Player Agent Representation Agreement provides that the Player Agent will provide Baseball Equipment to the player so long as the player remains a client of the Player Agent, but the Agreement requires the player to reimburse the Player Agent for the value of all Baseball Equipment provided to him if the player terminates the Player Agent before the player retires from professional baseball.

**§5(B)(5)(e) – Providing Baseball Equipment** – No Player Agent or Applicant shall provide, or promise to provide, free or discounted Baseball Equipment to any player, or any person related to or associated with such player, **unless:**

**§5(B)(5)(e)(i)** – any promise to provide Baseball Equipment is included in all of the Player Agent’s or Applicant’s written representation agreements with professional players as a service offered on the same terms to all professional player clients;

**§5(B)(5)(e)(ii)** – the Baseball Equipment is provided to a professional player who is represented by the Player Agent or Applicant at the time it is provided and is not subject to any condition or requirement that the player use or continue to use the services of any person or firm as Player Agent or Representative;

**§5(B)(5)(e)(iii)** – the total aggregate value of Baseball Equipment provided by all Player Agents or Applicants to the player does not exceed \$2,000 U.S. in that calendar year. For purposes of compliance with this item (iii), within 48 hours after a professional player ceases to be a client of a Player Agent or Applicant, that Player Agent or Applicant is required to immediately provide the MLBPA with an accounting of the aggregate value of Baseball Equipment he or she purchased for that player during the current calendar year. A successor Player Agent or Applicant is prohibited from providing a new client with any Baseball Equipment until the MLBPA informs the successor of the value of all Baseball Equipment provided by the former Player Agent to that player during that calendar year; and

**§5(B)(5)(e)(iv)** – the Player Agent or Applicant completes and files with the MLBPA on or before March 1 of the next year an annual *Equipment Disclosure Report*, in the form attached to these Regulations as Exhibit E, disclosing the information called for in the form about Baseball Equipment provided during the immediately preceding calendar year to all professional players. The Player Agent or Applicant further must maintain copies of Baseball Equipment orders, sales receipts and other records and agreements sufficient to demonstrate compliance with items (i), (ii) and (iii) of this Section 5(B)(5)(e) for at least the last two complete calendar years, and make those records and agreements available to the MLBPA upon request.

**§5(B)(5)(f) – Guaranteeing Minimum Off-Field Compensation** – No Player Agent, Expert Agent Advisor or Applicant shall guarantee or promise any player that the Player Agent, Expert Agent Advisor or Applicant will secure payment to the player of any minimum amount of compensation from future marketing, endorsement, personal appearance or similar off-field transactions.

**§5(B)(5)(g) – Waivers or Reduction of Fees or Expenses** – For purposes of this Section 5(B)(5)(g), the term “Fees or Expenses Customarily Charged” means the fees and reimbursable expenses that a Player Agent or Applicant ordinarily, or most frequently, contracts to be paid by a category of players similarly situated, including the player in question. A category of players similarly situated refers to any reasonably defined category of players who, for purposes of determining the Player Agent’s or Applicant’s fees and reimbursable expenses, have similar characteristics (e.g., all Major League Players, all players eligible for the first year Major League player draft, all Players who have Major League service sufficient for salary arbitration eligibility, all Players who earn at least a stipulated salary, etc.)

**§5(B)(5)(g)(i) – Waivers or Reduction of Fees or Expenses for Amateur Players** – A Player Agent’s or Applicant’s waiver or reduction of Fees or Expenses Customarily Charged in return for an amateur player’s agreement, or, in the case of an amateur player who has not attained the age of majority, his parent’s or guardian’s agreement, to have the Player Agent or Applicant act as his Player Agent, Representative or Draft Advisor, is prohibited.

**§5(B)(5)(g)(ii) – Waivers of Fees or Expenses for Professional Players** – Notwithstanding any other provision of these Regulations, a Player Agent’s or Applicant’s waiver or reduction of Fees or Expenses Customarily Charged to professional players in return for a professional player’s agreement, or, in the case of a professional player who has not attained the age of majority, his parent’s or guardian’s agreement, to have the Player Agent or Applicant act or continue to act as the player’s Player Agent or Representative is **not** prohibited, **provided** that such waiver or reduction first is disclosed in writing to the MLBPA and is disclosed upon request to any other professional player represented by or being Recruited by or on behalf of the Player Agent or Applicant. The MLBPA, in its sole,

unreviewable discretion, may require the Player Agent or Applicant to disclose such waiver or reduction to all professional players represented by or being Recruited by or on behalf of the Player Agent or Applicant.

**§5(B)(5)(h) – Ownership or Financial Interest in an Agency** – A Player Agent may not enter into any agreement with a player that allows the player to hold an ownership or financial interest in an agency, that promises the player an ownership or financial interest in an agency, or that provides the player with referral fees or a reduction in his own fees for referring other players to a Player Agent or Applicant while such player is under contract to play professional baseball.

**§5(B)(6) – Violating Duty of Loyalty** – No Player Agent, Expert Agent Advisor or Applicant shall violate the duty of loyalty described in Section 4(L)(1).

**§5(B)(7) – Violating a Temporary Determination by the MLBPA** – No Player Agent, Expert Agent Advisor or Applicant shall violate or fail to comply with a temporary determination by the MLBPA, under Section 4(L)(3), concerning the rights of the parties and affected players in a dispute between Player Agents or Applicants involving interpretation, application, enforcement or alleged breach of the duty of loyalty or a Restrictive Covenant.

**§5(B)(8) – Failing to Disclose Communication with Non-Client Player(s)** – No Player Agent or Applicant shall fail to provide written disclosure to the MLBPA of any communication, direct or indirect, written, oral or electronic, with any Player whom the Player Agent or Applicant is not designated to represent at the time of such communication. Such disclosures shall be made using the appropriate form on the Agent website (<https://www.mlbpaagent.org>) in accordance with Sections 5(B)(8)(a) through 5(B)(8)(c). The **only** such communications that are not subject to this disclosure requirement are communications, lasting no more than a few seconds, which involve no substance (*e.g.*, “Hello, how are you?”).

**§5(B)(8)(a) – Advance Notice of Communications if Possible** – Whenever a communication is required to be disclosed by this Section 5(B)(8), and it is possible to provide advance written notice to the MLBPA no more than 72 hours and no less than 24 hours before the communication is initiated, the Player Agent or Applicant shall provide such advance written notice.

**§5(B)(8)(b) – All Other Communications to be Disclosed as Soon as Possible** – Whenever a communication is required to be disclosed by this Section 5(B)(8), and it is not possible for the Player Agent or Applicant to provide advance written notice of the communication to the MLBPA no more than 72 hours and no less than 24 hours before the communication is initiated (*e.g.*, unanticipated communications), the Player Agent or Applicant shall provide written notice of the communication to the MLBPA as soon as possible, and in no case more than 24 hours after such communication is initiated.

**§5(B)(8)(c) Information to be Disclosed** – Every disclosure to the MLBPA required by this Section 5(B)(8) shall be made using the appropriate form on the



Agent website (<https://www.mlbpaaagent.org>) and include the following information:

**§5(B)(8)(c)(i)** – the name(s) of the Player Agent(s) or Applicant(s) participating in or expected to participate in the communication;

**§5(B)(8)(c)(ii)** – the name(s) of the Player(s) participating in or expected to participate in any such communication, or in the case of communications with a group of Players where identification of each Player is not practicable, a reasonable description of the group (e.g., all Players at a particular event, etc.);

**§5(B)(8)(c)(iii)** – the date, time and specific location where the communication occurred or is expected to occur (location is not required if the communication was by telephone, mail, e-mail, text message etc.); and

**§5(B)(8)(c)(iv)** – whether the communication, in whole or in part, included or involved, or is expected to include or involve, any Recruiting (as defined in Section 2(D)).

**§5(B)(9) Persisting in Unwelcome Communication with a Player** – No Player Agent, Expert Agent Advisor or Applicant shall continue to communicate with a player, or knowingly cause or permit any other person to continue to communicate with a player on behalf of the Player Agent, Expert Agent Advisor or Applicant, after receiving a written request by any means, from that player, or from the MLBPA on behalf of that player, that such communications should cease. In addition, no Player Agent, Expert Agent Advisor, or Applicant shall attempt to circumvent this requirement by contacting a third party with whom a player has a familial relationship if that player has requested not to be contacted. A player’s “do not contact” request shall remain in effect for the duration of one of two 6-month periods: (a) November 1<sup>st</sup> through March 31<sup>st</sup> or (b) April 1<sup>st</sup> through October 31<sup>st</sup>. At the conclusion of the 6-month period, the Player’s “do not contact request” shall automatically expire unless renewed by the Player for the subsequent set period.

**§5(B)(10) – Providing False or Misleading Information** – No Player Agent, Expert Agent Advisor or Applicant shall provide or cause to be provided any materially false or misleading information, or conceal or fail to disclose in circumstances when disclosure is required, any material fact relating to conduct described in Section 3(A) or 3(B), to any player or to anyone related to or associated with such player, or to the MLBPA.

**§5(B)(11) – Cooperating or Communicating with Club to Undermine a Player or Fellow Player Agent** – No Player Agent, Expert Agent Advisor or Applicant shall cooperate with any professional baseball club or club official in any effort to denigrate or undermine a player, a Player Agent or Expert Agent Advisor or communicate any information to any club official the purpose of which is to denigrate or undermine a player, Player Agent’s or Expert Agent Advisor’s business dealings with such club. Nothing in this Section 5(B)(11) shall be interpreted to prohibit a Player Agent or Expert Agent Advisor from discussing the comparability of players with any club official in the context of negotiating a Player’s Uniform Player’s Contract.

**§5(B)(12) – Actual or Potential Conflicts of Interest** – No Player Agent, Expert Agent Advisor or Applicant shall engage in any conduct which, in the MLBPA’s reasonable judgment, may create an actual or potential conflict of interest with the effective representation of players, or the appearance of such a conflict, provided that the simultaneous representation of two or more players on any one Club shall not, standing alone, constitute a *per se* violation of this provision. The MLBPA reserves the right under appropriate circumstances to require a Player Agent or Expert Agent Advisor to cease representing or assisting in the representation of a particular player or players on account of a conflict of interest perceived by the MLBPA in the simultaneous representation of another similarly situated player. The following is a non-exhaustive list of examples of conduct by a Player Agent, Expert Agent Advisor or Applicant that shall be deemed a conflict of interest, or the appearance of a conflict of interest, in violation of this Section 5(B)(12):

**§5(B)(12)(a)** – Acquiring, holding or seeking to acquire or hold, either directly or indirectly, any ownership or financial interest in any Major League, Minor League or other professional baseball club or in any related business, firm or venture, and seeking employment with any Major League, Minor League or other professional baseball club or in any related business, firm or venture, unless previously authorized in writing by the MLBPA to do so in accordance with any specified conditions (*e.g.*, notice to clients, client waivers, etc.). Any Player Agent, Expert Agent Advisor or Applicant who is considering engaging in any of the above conduct must notify the MLBPA at the outset of any discussions with a Major League, Minor League or other professional baseball club or any related business, firm or venture; or

**§5(B)(12)(b)** – Being employed by, or in any capacity representing, or soliciting or accepting money or any thing of value from, or providing or causing money or any thing of value to be provided to Major League Baseball or any of its affiliated entities, any Major or Minor League Club, any other employer of professional baseball players, or any employee or official of them, including scouts or individuals acting in the capacity of a scout, unless previously authorized in writing by the MLBPA to do so in accordance with any specified conditions (*e.g.*, notice to clients, client waivers, etc.); or

**§5(B)(12)(c)** – Employing or retaining a person to provide professional services related to the representation of players where that person is also employed or retained to provide services to Major League Baseball or any of its affiliated entities, any Major or Minor League Club, any other employer of professional baseball players, or any employee or official of them, including scouts or individuals acting in the capacity of a scout, unless previously authorized in writing by the MLBPA to do so in accordance with any specified conditions (*e.g.*, notice to clients, client waivers, etc.). A certified Player Agent or Expert Agent Advisor who has accepted a position in senior management of a Club or the Office of the Commissioner shall be prohibited from maintaining a direct or indirect financial interest in an agency that represents any player, as defined by Section 2(A), while he or she is employed by a Club or by the Commissioner’s Office; or

**§5(B)(12)(d)** – Employing or retaining a person to provide professional services related to the representation of a Player Agent or Expert Agent Advisor in

conjunction with an MLBPA grievance where that person is also employed or retained to provide services to Major League Baseball or any of its affiliated entities, any Major or Minor League Club, any other employer of professional baseball players, or any employee or official of them, including scouts or individuals acting in the capacity of a scout, unless previously authorized in writing by the MLBPA to do so in accordance with any specified conditions (*e.g.*, notice to clients, client waivers, etc.).

**§5(B)(13) – Undermining Collectively Bargained Rights and Benefits** – No Player Agent, Expert Agent Advisor or Applicant shall negotiate or agree to, or attempt to negotiate or agree to, any provision that purports to have the effect of eliminating or reducing any Player right or benefit contained either in any collectively bargained agreement between the Major League Baseball Clubs and the MLBPA, or in the Uniform Player’s Contract of a Player.

**§5(B)(14) – Unauthorized Disclosure of Confidential Information** – No Player Agent, Expert Agent Advisor or Applicant shall engage in any unauthorized disclosure of confidential information obtained from or about a player, a fellow Player Agent, Expert Agent Advisor or Applicant, or the MLBPA, or during meetings or conference calls in which the MLBPA participates, except as required by law. The duty to maintain the confidentiality of this information shall continue even after the Player Agent, Expert Agent Advisor or Applicant ceases to be certified by the MLBPA. Confidential information includes, but is not limited to, any information expressly designated as confidential by the MLBPA or a player, either orally or in writing, all information that would fall within the definitions of confidential information set out in the Joint Drug Agreement, all information that the MLBPA makes available to Certified Agents in password or credential-protected databases or websites, and any password, credential or other device the MLBPA provides to Certified Agents in order to access MLBPA databases and information.

**§5(B)(15) – Unlawful or Dishonest Conduct** – No Player Agent, Expert Agent Advisor or Applicant shall engage in unlawful conduct or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his or her fitness to serve as a Player Agent or Expert Agent Advisor.

**§5(B)(16) – Representing Replacement Player(s) During a Strike or Lockout** – Absent the advance written consent of the MLBPA, no Player Agent, Expert Agent Advisor or Applicant shall represent or assist in representing, when an MLBPA-sanctioned strike by Players or a lockout of Players is in effect, any replacement player with respect to the negotiation or execution of a Uniform Player’s Contract or any other contract whereby the replacement player agrees to play baseball for a Major League Club. For purposes of this Section 5(B)(16), the representation of a replacement player shall include, without limitation, advising or assisting in his representation or engaging any third party to represent, advise or assist in his representation; and a strike or lockout shall be deemed to be in effect during an off-season if the championship season ended with such strike or lockout in effect and such strike or lockout has not officially been terminated by the MLBPA or Clubs. In addition, for purposes of this Section 5(B)(16), the term “replacement player” shall mean (a) any individual who has played in or disclosed his intention to play in replacement games, including Spring Training games, or (b) any individual whom the Player Agent or Applicant or Expert Agent Advisor has reason to believe intends to play in replacement games, including Spring Training games.

**§5(B)(17) – Evading Mandatory Arbitration Procedures or Failing to Comply with Arbitration Award** – No Player Agent, Expert Agent Advisor or Applicant shall evade, or attempt to evade, the arbitration procedures mandated as the exclusive method for resolving disputes within the scope of Section 7, or fail to comply with any final and binding arbitration award issued pursuant to Section 7.

**§5(B)(18) – Failing to Comply with the MLBPA Salary Arbitration Support Program** – No Player Agent, Expert Agent Advisor or Applicant shall fail to comply with any requirement of the MLBPA’s Salary Arbitration Support Program, which is incorporated by reference in these Regulations. This program applies to negotiations for (i) any contract that will cover any season in which a player would otherwise be eligible for salary arbitration or (ii) any contract for a more junior player under reserve that extends into one or more years of potential salary arbitration eligibility (collectively referred herein as a “salary arbitration contract”).

**§5(B)(18)(a)** – Certified Agents are subject to an “initial” consultation requirement and an “ongoing” consultation requirement with respect to salary arbitration contracts. Initially, an Agent (not an attorney hired by the Agent) must consult with an MLBPA attorney before making a first offer (or before first discussing numbers or comparable players with a Club) or promptly after receipt of the Club’s first offer. In essence, consultation must take place at the outset of the negotiation. The MLBPA will then advise Certified Agents of specific additional and ongoing consultation requirements for the remainder of the representation up to and including the salary arbitration hearing.

**§5(B)(18)(b)** – No later than October 15, in any year, each agent group that anticipates negotiating a salary arbitration contract must provide the MLBPA with a list of all individuals who will be involved in the preparation and presentation of salary arbitration cases and the negotiation of salary arbitration contracts. Each agency team must include an individual whom the MLBPA determines, in its discretion, is qualified to present a baseball salary arbitration case. As a part of its Salary Arbitration Support Program, the MLBPA may require any Player Agent or Expert Agent Advisor to permit disclosure of any previous salary arbitration presentations to any other Player Agent, Expert Agent Advisor or Applicant designated by the MLBPA or to permit any other Player Agent, Expert Agent Advisor or Applicant designated by the MLBPA to observe any salary arbitration hearing.

**§5(B)(18)(c)** – In some cases an Agent may also be required to hire an Expert Agent Advisor or outside counsel with experience in salary arbitration to further assist in the creation of the salary arbitration exhibits and presentation as well as with the consultation with the Player, as described below in Section §5(B)(18)(d).

**§5(B)(18)(d)** – Throughout the calendar year, the MLBPA will identify Players whom they deem to be targets for potential pre-salary arbitration and/or first-year salary arbitration multi-year contract offers and notify the designated Agent for those Players that the Player has been identified as such a target. Within no more than three (3) weeks following receipt of written notice from the MLBPA that an Agent’s client has been identified as a target, the Agent must draft and submit to both the Player and the MLBPA a set of exhibits that contains at least the following information:

- A review of the Player’s statistical performance through that point in the Player’s career and a projection of his future performance
- The Player’s salary arbitration projections through his final year of salary arbitration, citing potential comparable Players
- The Player’s Free Agency salary projections, citing potential comparable Players
- The costs and benefits of signing a multi-year contract at this point in the Player’s career
- A review of relevant prior pre-arbitration and first-time eligible multi-year contracts and structures, including the effect of and number of Club Options in those contracts

The Agent must also speak with and/or meet with the Player, at a mutually convenient time, to review the presentation and discuss the costs and benefits of signing a multi-year contract at that point in the Player’s career. An MLBPA representative may join the Agent to assist him or her with the meeting depending on the circumstances. Prior to that meeting, the Agent must consult with the MLBPA on the drafting of these exhibits and the talking points for the consultation with the Player. In order to comply with the submission requirement, the MLBPA must be copied on an email and/or text communication whereby the presentation is sent to the Player.

**§5(B)(19) – Failing to Comply with Major League Tampering Rules** – No Player Agent, Expert Agent Advisor or Applicant shall engage in any conduct which is in violation of or inconsistent with any provision of the Major League Rules prohibiting tampering (including any then-effective Commissioner’s Tampering Bulletin).

**§5(B)(20) – Providing Banned Substances** – No Player Agent, Expert Agent Advisor or Applicant shall provide or assist any player in obtaining any substance prohibited under Major League Baseball’s Joint Drug Prevention and Treatment Program or any other rules applicable to that player. No Player Agent, Expert Agent Advisor or Applicant shall engage in any other conduct that could subject a player to discipline under Major League Baseball’s Joint Drug Prevention and Treatment Program.

**§5(B)(21) – Participation in Gambling on Baseball or Fantasy Baseball Games** – No Player Agent, Expert Agent Advisor or Applicant may (i) gamble on baseball or participate in Fantasy Baseball Games in which prize money or other things of value are available to participants; (ii) assist other individuals who are gambling on baseball or participating in such Fantasy Baseball Games; or (iii) arrange for others to gamble on baseball or participate in such Fantasy Baseball Games on their behalf. “Fantasy Baseball Games” include, but are not limited to, online daily fantasy baseball games from providers such as FanDuel, DraftKings and similar entities. This prohibition does not apply to participation in similar lawful gambling or fantasy games involving other professional sports.

**§5(B)(22) – Other Violations of Agent Regulations** – No Player Agent, Expert Agent Advisor or Applicant shall, in any way not specifically listed above, violate or fail to comply with any applicable provision or requirement of these Regulations.

**§5(C) – Vicarious Liability of Player Agents, Expert Agent Advisors and Applicants**

A Player Agent, Expert Agent Advisor or Applicant who fails through inadequate supervision to ensure compliance with these Regulations and observance of reasonable standards of care by all employees and other persons acting on his or her behalf or on behalf of his or her firm, or who employs, authorizes, directs, requests, or causes any other person to violate any provision of these Regulations, is vicariously responsible and subject to discipline and liable for any damage caused to others as if he or she had engaged in such conduct himself or herself.

**§5(D) – Quality of Player Agent and Expert Agent Advisor Representation**

The MLBPA expects each Player Agent and Expert Agent Advisor who has been granted certification to represent or assist in representing Players and each Applicant seeking certification, to carry out Player representation services with the highest degree of professional competence and integrity. Toward that end, Player Agents, Expert Agent Advisors, and Applicants seeking Certification must take the necessary steps to become knowledgeable about the history and business of Major League Baseball and the MLBPA, including their collective bargaining agreements, the Major League Rules affecting Players, these Regulations, data relating to Player salaries and benefits, negotiating techniques, and all relevant legal requirements.

**Section 6: Player Agent Designation Forms and Representation Agreements**

A Player exercises his right under Article IV of the Basic Agreement to designate an agent to conduct on his behalf, or to assist him in, the negotiation of terms to be included in his Major League Uniform Player's Contract by signing, dating and filing with the MLBPA, a *Player Agent Designation* form designating one or more Player Agents or Applicants. For the Player's designation to be effective, the person(s) so designated must already have or must apply for and obtain General Certification from the MLBPA, as described in Section 2(C)(1), and be certified to the Major League Clubs by the MLBPA as authorized to act as a Player Agent for that Player. The relationship between each Player and the Player Agent(s) who represent, assist or advise him, as described in Section 3(A), must be memorialized in a written Player Agent Representation Agreement that complies with these Regulations.

**§6(A) – Player Agent Designation Form Required Each Year**

In order to be authorized to represent a Player as described in Section 3(A), a person must first be designated by that Player on the prescribed *Player Agent Designation* form, signed by that Player and filed with the MLBPA (see Exhibit B, "*Player Agent Designation*" attached to these Regulations). A *Player Agent Designation* form is valid for no more than one year or until revoked by the Player who signed it. If the MLBPA, upon receipt of a valid, current *Player Agent Designation* form signed by that Player, has already granted General Certification to the person so designated, or approves such person's Application and grants General Certification to him or her,

the MLBPA may authorize such person to represent that Player by certifying to the Major League Clubs that he or she is authorized to act as a Player Agent for that Player.

### **§6(B) – Validity of Player Agent Designation Form**

A *Player Agent Designation* form is not valid unless:

**§6(B)(1)** – it is signed and dated by the Player on the date it was actually signed, a signed and dated copy is provided to the Player at the time of signing, and it has not expired or been revoked;

**§6(B)(2)** – it is fully and legibly completed on the form attached as Exhibit B to these Regulations;

**§6(B)(3)** – it is filed with the MLBPA within ten days of its execution, provided that a General Certified Agent who is re-designated by an existing client between February 1 and April 5 may submit that player's executed *Player Agent Designation* form to the MLBPA by no later than April 15 of that year; and

**§6(B)(4)** – if English is not the Player's principal language, the Player is provided with an accurate translation of the *Player Agent Designation* form into the Player's principal language, which translation must also be signed and dated by the Player on the same date the English version is signed and must also be timely filed with the MLBPA with a copy provided to the Player. In the event of any inconsistency between the terms of the English version and the translation, the English version shall govern.

### **§6(C) – Player Agent Representation Agreement**

A Player Agent or Applicant who is granted a General Certification to represent a Player as described in Section 3(A) must, in addition to being certified by the MLBPA to the Major League Clubs as a Player Agent for that Player, enter into a written Player Agent Representation Agreement with that Player in plain language that specifies:

**§6(C)(1)** – the services to be provided to the Player;

**§6(C)(2)** – the fees to be charged for those services; and

**§6(C)(3)** – the expenses, if any, to be reimbursed.

### **§6(D) – Copies of Player Agent Representation Agreement to Player and the MLBPA**

No Player Agent Representation Agreement shall be enforceable against the Player unless the Player, at the time of signing the Agreement, is provided with an executed copy of the Agreement, and any translation of the Agreement required by Section 6(E). Within ten (10) days after its execution, a copy of the executed Player Agent Representation Agreement and any required translation shall be provided to the MLBPA by the Player Agent or Applicant, provided that a General Certified Agent who re-signs an existing client between February 1 and April 5 may submit

that player's executed Player Agent Representation Agreement and any required translation to the MLBPA by no later than April 15 of that year.

**§6(E) – Translation of Player Agent Representation Agreement**

If English is not the Player's principal language, the Player, at the time of execution, must be provided with an accurate translation of the Player Agent Representation Agreement into the Player's principal language, which translation must also be executed by the Player and Player Agent or Applicant, with a copy provided to the Player. Within ten (10) days of its execution, a copy of the executed translation shall also be provided to the MLBPA, provided that a General Certified Agent who re-signs an existing client between February 1 and April 5 may submit that player's executed, translated Player Agent Representation Agreement to the MLBPA by no later than April 15. Failure to provide the Player at the time of signing, with an executed, translated Player Agent Representation Agreement shall render it and any corresponding English-language agreement unenforceable against the Player. In the event of any inconsistency between the terms of the English-language agreement and the translation, the English-language version shall govern.

**§6(F) – Representation Agreement in Name of Player Agent's Company**

Each Player Agent Representation Agreement executed in the name of, or with a signatory that is, a company, partnership, corporation, or other business entity shall contain a separate paragraph which provides as follows:

*[Insert name of the business entity]* agrees that it will comply with all provisions of the MLBPA's Regulations Governing Player Agents and any subsequent amendments to those Regulations adopted by the MLBPA's Executive Board.

If the individual designated by the Player as his Player Agent is not authorized by the business entity to so agree, the contract shall include a rider executed by an authorized agent of the business entity so binding the business entity. No Player Agent Representation Agreement in the name of or on behalf of a business entity shall be enforceable against the Player in the absence of compliance with this Section 6(F).

**§6(G) – One Year Maximum Duration of Representation Agreement**

Each Player Agent Representation Agreement shall have a clearly specified duration, not to exceed one year from the date of its execution by the Player, and shall not contain an automatic renewal provision or any other provision which purports to extend any term of the Agreement beyond one year. No Player Agent Representation Agreement shall be enforceable beyond one year from the date the Player executed the Agreement and any required translation; **provided however**, that nothing in this Section 6(G) shall prohibit a Player and Player Agent or Applicant from agreeing to or enforcing a provision in the Agreement requiring the Player to pay fees that are earned, or reimbursable expenses that are incurred, during the one-year maximum term of the Representation Agreement, but are not payable until after the Representation Agreement expires or is terminated (e.g., fees for future seasons covered by a multi-year Uniform Player's Contract, or fees on Player compensation deferred until a later year).



**§6(H) – Prior Representation Agreements**

No representation agreement (including a Player Agent Representation Agreement) entered into before a player is added to a 40-man roster of a Major League Club shall be recognized or enforceable once the Player is on a 40-man roster. For a Player Agent Representation Agreement to be enforceable against the Player after he is added to such 40-man roster, the Player must execute (or re-execute) a Player Agent Representation Agreement in compliance with these Regulations.

**§6(I) – Limitations on Player Agent Fees**

No Player Agent or Applicant shall contract for or charge a Player any fee based upon a Player's compensation from the post-season Playoff and World Series pool, collectively bargained Player allowances, collectively bargained compensation from international play under the Basic Agreement, the MLBPA group licensing program or any other payment bargained for collectively or resulting from the Player's membership in the MLBPA.

No Player Agent or Applicant shall, either directly or indirectly, contract for, charge, or collect from a player any fee based upon a player's agreement to receive, or receipt of, any payment or compensation in any form in consideration for his assignment to another of future earnings related to Major League or Minor League Baseball, including but not limited to future compensation for employment as a Major League or Minor League player and for future endorsements or future assignment of publicity rights while employed as a Major League or Minor League player, *provided that* a Player Agent or Applicant may charge a player an hourly rate, reasonable in light of the rates charged for similar services in the geographic area, for time spent negotiating such an agreement if the Player Agent or Applicant enters into a written agreement for this purpose in English and in the player's principal language if it is not English.

No Player Agent or Applicant shall, either directly or indirectly, contract for, charge, or collect from a player any fee based upon a player's agreement to receive, or receipt of, a loan in any form that is secured in any way by his future earnings related to Major League Baseball, including but not limited to future compensation for employment as a Major League or Minor League player and for future endorsements or future assignment of publicity rights while employed as a Major League or Minor League player, *provided that* a Player Agent or Applicant may charge a player an hourly rate, reasonable in light of the rates charged for similar services in the relevant geographic area, for time spent negotiating such an agreement if the Player Agent or Applicant enters into a written agreement for this purpose in English and in the player's principal language if it is not English.

No Player Agent or Applicant shall contract for or charge a Player any fee for the services described in Section 3(A), unless the Player's negotiated salary exceeds the applicable minimum salary for that year established by the Basic Agreement. Where the salary negotiated exceeds the applicable minimum salary, any fee charged may not, when subtracted from the salary negotiated, produce a net salary to the Player below or equal to the minimum salary. For purposes of this Section 6(I), bonuses included in a Player's Uniform Player's Contract shall constitute salary only if earned by the Player. The fee limitation shall be prorated based on the applicable Major League or Minor League minimum salary rate for a Player who is paid at a Major League salary rate for part of the season and at a Minor League salary rate for part of the season. This paragraph of Section 6(I) shall not apply if the Player involved was a professional free agent at the time the Player Agent negotiated the Player's Uniform Player's Contract.

**§6(J) – Mandatory Arbitration of All Player-Player Agent Disputes**

All disputes between a Player and a Player Agent or Applicant (or the business entity that is signatory to a Player Agent Representation Agreement), except for any dispute that arose at a time when the relation between the parties was not that of agent and player, shall be resolved exclusively through final and binding arbitration pursuant to Section 7 of these Regulations. Every Player Agent Representation Agreement shall contain a separate paragraph which provides as follows:

All disputes between *[insert Player's name]* and *[insert name of Player Agent or Applicant or the business entity if it is the party signatory to the Agreement]*, except for any dispute that arose at a time when the relation between the parties was not that of agent and player, shall be resolved exclusively in accordance with the final and binding arbitration procedures set forth in Section 7(A) of the MLBPA's Regulations Governing Player Agents. This paragraph supersedes any provision in this or any other agreement between these parties that is or may appear to be in conflict with this paragraph.

Any provision in any agreement which purports to conflict with the provision quoted above is not permissible or enforceable, and may subject a Player Agent or Applicant who proposes or agrees to such provision to discipline by the MLBPA.

**§6(K) – Revocation of Player Agent Designation**

Except as provided in Section 6(L), a Player may revoke a *Player Agent Designation* at any time by providing the MLBPA, or the Player Agent(s) or Applicant(s) designated therein, a written notice revoking the Player's current Designation, or terminating the Player's agency relationship with the Player Agent(s) or Applicant(s) designated therein. The signing and filing of a new *Player Agent Designation* form which does not designate a Player Agent who was designated on the immediately prior Designation form filed with the MLBPA by that same Player also shall effectively revoke that Agent's Designation. An effective revocation of a *Player Agent Designation* terminates a Player Agent's authority thereafter to represent that Player notwithstanding any provision of a Player Agent Representation Agreement that is or may appear to be in conflict with this Section 6(K). The MLBPA shall notify a Player Agent or Applicant whenever it learns that a *Player Agent Designation* designating that Player Agent or Applicant is revoked.

**§6(L) – When Player Must Consult with the MLBPA to Terminate Agent**

A Player with Major League service in the immediately preceding season who is unsigned for the following Major League Baseball season may not revoke a *Player Agent Designation* or terminate a Player Agent Representation Agreement after October 15th of any year or the fifth day after the last day of the Player's season, whichever is later, and before February 22nd of the next year, unless the Player first consults with the MLBPA. Any revocation of a *Player Agent Designation* or termination of a Player Agent Representation Agreement during the applicable period will not be accepted by the MLBPA until this consultation requirement is fulfilled.

**§6(M) – Liquidated Damages, Specific Contractual Remedies Prohibited**

No Player Agent Representation Agreement shall provide for liquidated damages or shall specify a remedy for a Player’s termination or breach of the Agreement.

**§6(N) – Approved Standard Form of Player Representation Agreement**

The MLBPA may adopt and promulgate a standard form of Player Agent Representation Agreement.

**Section 7 – Exclusive Arbitration Procedures for Resolving Disputes**

The impartial, final and binding arbitration process provided in this Section shall be the exclusive method for resolving the following categories of disputes:

- all disputes between Players and Player Agents, Applicants, Agencies, affiliated persons, or entities except for any dispute that arose at a time when the relation between the parties was not that of agent and player;
- all disputes between or among Player Agents, Applicants, Agencies, affiliated persons, or entities, and other Player Agents, Applicants, Agencies, affiliated persons, or entities that relate to the representation or Recruitment of Players or the validity, application, interpretation, breach or enforcement of the duty of loyalty described in Section 4(L)(1) or any Restrictive Covenant;
- all disputes between or among Player Agents, Applicants, Agencies, affiliated persons or entities and Expert Agent Advisors that relate to representing, assisting or advising a Player Agent on behalf of a Player in the functions described in Sections 3(A) and Section 2(C)(3)(a); and
- All disputes between a Player Agent, Applicant or Expert Agent Advisor or his or her employer or entity through which he or she conducts business or Agency or affiliated persons or entities, and the MLBPA, its officers, employees, and representatives, including but not limited to any appeal by a party aggrieved by an appealable decision of the MLBPA with respect to his or her certification or discipline.

This provision is intended and designed to ensure that all disputes -- which involve essentially internal matters concerning the relationships and dealings among individual Players, Player Agents, Expert Agent Advisors, Applicants, Agencies and affiliated persons or entities, and the MLBPA in its capacity as the exclusive bargaining representative for the Players -- are handled expeditiously and privately by the impartial tribunals established in these Regulations, instead of through more costly, time-consuming and public formal court proceedings.

**§7(A) – Procedure for Resolving Disputes among Players, Player Agents, Expert Agent Advisors and Applicants**

The following procedures shall be the exclusive method of resolving all disputes between Players and Player Agents, Applicants or their employers or entities through which they conduct business, or Agencies or affiliated persons or entities, except for any dispute that arises at a time when the relation between the parties is not that of agent and player; or between Player Agents, Applicants,

Agencies, affiliated persons, or entities and other Player Agents, Applicants, Agencies, or affiliated persons or entities, including employers or entities through which they conduct business, that relate to the representation or Recruitment of Players or the validity, application, interpretation, breach or enforcement of the duty of loyalty described in Section 4(L)(1) or any Restrictive Covenant; or between Player Agents and Expert Agent Advisors and other Player Agents and Expert Agent Advisors, including their employers or entities through which they conduct business or Agencies or affiliated persons or entities, that relate to representing, assisting or advising a Player Agent on behalf of a Player in the functions described in Sections 3(A) and Section 2(C)(3)(a).

**§7(A)(1) – Procedure Invoked by Filing and Serving a Grievance** – A Player, Player Agent, Expert Agent Advisor, Applicant, Agency, or affiliated entities or persons, or any of their employers or any entity through which they conduct business shall invoke the arbitration procedure by filing a written grievance with the MLBPA and serving a copy on the opposing party. The grievance shall allege in plain terms:

**§7(A)(1)(a)** – the facts and circumstances giving rise to the dispute,

**§7(A)(1)(b)** – the claim(s) he or she asserts against the other party(ies),

**§7(A)(1)(c)** – the provision(s) of any agreement(s) or Regulations alleged to have been violated, and

**§7(A)(1)(d)** – the specific relief sought.

A single grievance may combine multiple claims against more than one party if the claims arose out of the same transaction, agreement or occurrence, or are sufficiently related that processing the claims as a single case would promote efficiency and cost-effectiveness.

**§7(A)(2) – Method of Filing and Serving Grievance and other Arbitration Papers** – A grievance, or any subsequent arbitration filing shall be filed with the MLBPA by delivering or mailing it in an envelope marked "Attention: Agent Regulation" to the following address:

Major League Baseball Players Association  
ATTENTION: Agent Regulation  
12 E. 49th Street  
New York, NY 10017

A copy of the grievance and any subsequent arbitration filing also must be served on the opposing party or parties by mail or personal delivery. Filing or service of the grievance, or any subsequent arbitration filing, by electronic mail is also permitted if the recipient acknowledges by electronic mail or other writing that the grievance or filing was received.

**§7(A)(3) – Respondent’s Answer to the Grievance** – The party or parties against whom the grievance has been filed ("the Respondent(s)") shall file with the MLBPA and serve the party who filed the grievance ("the Grievant") a written answer to the grievance within thirty (30) days of receipt of the grievance. The answer shall:

**§7(A)(3)(a)** – admit or deny the facts alleged in the grievance, and

**§7(A)(3)(b)** – set forth briefly any reasons why the grievance should be denied.

**§7(A)(4) – Counterclaims by Respondent against the Grievant** – An answer may also include any counterclaims the Respondent wishes to assert against the Grievant. Any counterclaim shall allege in plain terms:

**§7(A)(4)(a)** – the facts and circumstances giving rise to the counterclaims asserted,

**§7(A)(4)(b)** – the provision(s) of any agreement(s) or Regulations alleged to have been violated, and

**§7(A)(4)(c)** – the specific relief sought from the Arbitration Tribunal.

A single answer may combine multiple counterclaims or claims against more than one party if the claims arose out of the same transaction, agreement or occurrence, or are sufficiently related that processing the claims as a single case would promote efficiency and cost-effectiveness.

**§7(A)(5) – Grievant’s Reply** – If Respondent’s answer to the grievance alleges any facts not included in the grievance or any counterclaim against the Grievant, the Grievant shall file with the MLBPA and serve on the Respondent a reply to the answer within thirty (30) days of receipt of the answer. The reply shall:

**§7(A)(5)(a)** – admit or deny any facts alleged in the answer or counterclaim that were not included in the grievance, and

**§7(A)(5)(b)** – set forth briefly any reasons why the counterclaim should be denied.

**§7(A)(6) – Time Limit for Grievances and Counterclaims** – Any grievance or counterclaim must be filed with the MLBPA and served on the opposing party(ies) within one hundred and eighty (180) days from the later of:

**§7(A)(6)(a)** – the date of the occurrence of the event upon which the grievance or counterclaim is based, or

**§7(A)(6)(b)** – the date on which the facts giving rise to the grievance or counterclaim became known or reasonably should have become known to the party filing the grievance or counterclaim.

**§7(A)(7) – Application of Time Limits; Tolling, Waiver or Extension** – The time limit for filing and serving grievances or counterclaims is intended only to prevent Players, Player Agents, Expert Agent Advisors and Applicants from being substantially prejudiced by having to defend against stale claims. The time limits for filing and serving answers to grievances and replies to counterclaims are intended to promote expeditious processing of claims; the Arbitrator may, however, extend the time limits if he or she determines that principles of equitable tolling support an extension.

**§7(A)(7)(a) – Waiver or Tolling of Time Limits** – Time limits provided in this Section 7(A) are subject to waiver by the conduct of a party or may be waived or tolled by agreement of the parties.

**§7(A)(7)(b) – Extension of Time Limits by the MLBPA or Arbitrator** –

When a dispute has not yet been assigned to an Arbitrator, any time limit provided in this Section 7(A) may be extended by the MLBPA, upon good cause shown by either party. When a dispute has been assigned to an Arbitrator, any time limits provided in this Section 7(A) may be extended by the Arbitrator, upon good cause shown by either party or the MLBPA. Any application to the MLBPA or the Arbitrator for an extension of time shall be in writing, and served on all other parties and the MLBPA.

**§7(A)(8) – Referral of Dispute to Arbitration** – In any dispute subject to this Section 7(A), after the grievance, answer and any reply have been filed and served (or if no answer or reply has been filed, the time limits for filing an answer or reply have expired), the MLBPA shall select a professional and skilled Arbitrator distinguished in the field of labor relations and/or contract interpretation to serve as Arbitrator of the dispute. The MLBPA shall then notify the parties and Arbitrator in writing that the dispute has been referred to arbitration and assigned to the selected Arbitrator.

**§7(A)(9) – Location and Schedule for Hearing** – The Arbitrator shall schedule a hearing on the dispute at the offices of the MLBPA in New York City. In response to a written request filed by any party or the MLBPA, and served on the other parties and the MLBPA, the Arbitrator, after giving the other parties and the MLBPA an opportunity to respond, may modify the schedule or location of the hearing, taking into account the costs, inconvenience and fairness to the parties and the MLBPA of any proposed schedule or location. If practicable, the Arbitrator shall establish the schedule and location of the hearing to conform with any agreement among the parties and the MLBPA concerning those issues.

**§7(A)(10) – Hearing Continuances** – Once a hearing has been scheduled, the Arbitrator may grant a continuance and reschedule the hearing, upon a showing of good cause in a written application for continuance filed by any party or the MLBPA, and served on the other parties and the MLBPA.

**§7(A)(11) – Rules of Procedure for Arbitration Hearings** – The rules of procedure for the arbitration shall be established by the Arbitrator. To the extent deemed practicable by the Arbitrator and consistent with this Section 7(A), the rules shall conform to the rules governing arbitration hearings in the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. The Arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

**§7(A)(12) – Exchange of Exhibits and Witness List; Other Discovery** – Prior to the scheduled commencement of the hearing, at such time as the parties may agree or as the Arbitrator shall direct, the parties shall exchange copies of all potential exhibits they may offer in evidence at the hearing (or descriptions of any potential exhibits that cannot be copied) and a list of the potential witnesses they may call, including a brief description

of the subjects about which each witness is expected to testify. No exhibit or testimony that was not so disclosed to the opposing party shall be allowed in evidence, except for rebuttal exhibits or testimony, or with leave of the Arbitrator upon a showing of good cause. There shall be no other pre-hearing discovery, except as agreed by all parties or deemed necessary for a fair hearing and ordered by the Arbitrator, upon a showing of good cause.

**§7(A)(13) – Informal Hearing; Evidence; Testimony by Telephone or Affidavit**

– The hearing before the Arbitrator shall be informal. The parties may appear in person or by legal counsel or other representative. The parties and the MLBPA shall be afforded a full opportunity to present, through testimony or otherwise, any evidence relevant and material to the issues. The Arbitrator shall determine the relevance and materiality of the evidence offered and shall not be bound by strict rules of evidence. Unless the Arbitrator rules otherwise, testimony of witnesses may be taken by telephone or the Arbitrator may receive the evidence of witnesses by affidavit, giving it such weight as seems proper after consideration of any objection made to its admission.

**§7(A)(14) – Participation by the MLBPA**

– In its role as collective bargaining representative of the Players, and promulgator of the Regulations, the MLBPA may appear at the hearing and participate in the proceedings to protect the interests of the bargaining unit and the integrity of the Regulations and to offer whatever evidence or assistance may be necessary or helpful to a just resolution of the dispute. The MLBPA appears not as an advocate for any party, but shall have the right to call, examine and cross-examine witnesses, to offer evidence and to argue or brief any issue affecting the bargaining unit or the Regulations.

**§7(A)(15) – Post-hearing Briefs or Argument**

– Upon close of the hearing, the Arbitrator will advise the parties and MLBPA whether written briefs may be filed or whether the parties and MLBPA should present their arguments orally. The Arbitrator shall fix the time briefs are to be filed or the time and place for oral arguments.

**§7(A)(16) – Arbitrator’s Final and Binding Decision and Award**

– To the extent practicable, within thirty (30) days after the receipt of briefs or oral arguments, the Arbitrator shall issue a written decision and award, including any appropriate remedy or remedies. The award shall direct the parties to pay the costs of the arbitration, including the fees and expenses of the Arbitrator and the transcript costs, in accordance with Section 7(A)(17). The award shall constitute a full, final and complete resolution of the grievance and any counterclaims, and will be binding on all the parties to the dispute.

**§7(A)(17) – Costs of Arbitration**

– Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the Arbitrator’s fees and expenses, will be borne equally by the parties; provided, however, that if the Arbitrator concludes that any claim or defense was frivolous or was filed in bad faith, the Arbitrator may assess the party asserting such claim or defense with some or all of the opposing party’s costs, including but not limited to the opposing party’s attorneys fees. If the Arbitrator grants a money award, it shall be paid within thirty (30) days, or such other period as the award may direct. Hearings ordinarily will be transcribed unless the parties and MLBPA, with the concurrence of the Arbitrator, agree otherwise, or unless the Arbitrator so directs. Costs of the original transcript, the making of which will be arranged by the MLBPA, will be divided equally among the parties and MLBPA. Each party ordering a copy of the transcript will be responsible for the cost of that party’s copy.

**§7(A)(18) – Use of Proceedings and Decisions** – Arbitration proceedings pursuant to this Section 7(A) are confidential, except to the extent that disclosure of any aspect of the proceedings (e.g., the grievance, answer, reply, briefs or other filings, hearing transcript, exhibits, etc.) is necessary, in the judgment of the MLBPA, for the effective administration of these Regulations or the effective representation of Players. However, in its sole, unreviewable discretion, the MLBPA may make decisions and awards by arbitrators public. In addition, the MLBPA may make copies of the decisions and awards available to players, Player Agents, Expert Agent Advisors, Applicants and their attorneys or other hearing representatives, for the purposes of researching arbitral precedents and citing to arbitrators in arguments and briefs.

**§7(B) – Procedures for Disputes Between a Player Agent or Applicant or Expert Agent Advisor and the MLBPA**

The following procedures exclusively shall apply to all disputes between a Player Agent, Expert Agent Advisor, Applicant, Agency or affiliated persons or entities, or any of their employers or any entity through which they conduct business and the MLBPA, its officers, employees, and representatives, including but not limited to, any appeal to arbitration of an appealable decision by the MLBPA with respect to his or her certification or discipline.

**§7(B)(1) – Notice to Applicant, Player Agent or Expert Agent Advisor** – In every instance in which the MLBPA denies certification to an Applicant, imposes limits or conditions on the certification granted to a Player Agent, Expert Agent Advisor or Applicant, or takes disciplinary action against a Player Agent, Expert Agent Advisor or Applicant, the MLBPA shall provide that individual with written notice of such action. The notice shall set forth the action taken, a brief statement of the factual basis for the action taken and the provisions of these Regulations violated or otherwise involved in the action taken. The notice shall be served upon the Applicant, Player Agent or Expert Agent Advisor by prepaid certified mail addressed to the Applicant's, Player Agent's or Expert Agent Advisor's main business office or, alternatively, may be hand-delivered to the Applicant, Player Agent or Expert Agent Advisor. Service of the notice by electronic mail is permitted if the recipient acknowledges receipt of the notice by electronic mail or other writing.

**§7(B)(2) – Filing of Appeal by Player Agent, Expert Agent Advisor or Applicant** – A Player Agent, Expert Agent Advisor or Applicant upon whom such notice has been served shall have **thirty (30) days** from receipt of the notice to file a written appeal contesting the MLBPA's action. The appeal must be filed with the MLBPA by mail or personal delivery, in an envelope marked "ATTENTION: Agent Regulation Case" to the MLBPA's office at:

Major League Baseball Players Association  
ATTENTION: Agent Regulation Case  
12 East 49<sup>th</sup> Street  
New York, NY 10017

Service of the appeal by electronic mail is permitted if the MLBPA acknowledges receipt of the appeal by electronic mail or other writing.



**§7(B)(3) – Contents of the Appeal** – The appeal filed by the Player Agent, Expert Agent Advisor or Applicant shall:

**§7(B)(3)(a)** – admit or deny each of the facts set forth in the notice, and

**§7(B)(3)(b)** – allege any additional facts, make any arguments or describe any mitigating circumstances which the Applicant, Player Agent or Expert Agent Advisor wishes to include.

**§7(B)(4) – Failure to File a Timely Appeal** – The failure of a Player Agent, Expert Agent Advisor or Applicant to file a timely appeal within thirty (30) days from receipt of the notice shall be deemed to constitute an acceptance of the action set forth in the notice.

**§7(B)(5) – Stay of MLBPA Action During Appeal** – In the case of a notice of a denial of certification, or the imposition of limits or conditions on the granting of a certification, an Applicant's timely filed appeal ordinarily will **not** operate to stay the MLBPA's action; provided that, where the MLBPA, either upon the basis of the appeal itself or for other good cause, determines that it would be appropriate to do so, it may grant certification or remove or modify one or more limitation(s) or condition(s) until the appeal is resolved.

In the case of a notice of a revocation or suspension of certification, or other disciplinary action, a timely filed appeal ordinarily **will** operate to stay the MLBPA's action until the appeal is resolved; provided that, where the MLBPA determines that it is necessary to do so to protect the interests of Players, it may immediately implement the action set forth in the notice or lift or modify any stay previously in effect.

**§7(B)(6) – Procedure Invoked by Filing and Serving a Grievance** – A Player Agent, Expert Agent Advisor or Applicant or his or her employer or any entity through which he or she conducts business shall invoke the arbitration procedure by filing and serving a written grievance with the MLBPA and, if applicable, serving a copy on any other opposing party. The grievance shall allege in plain terms:

**§7(B)(6)(a)** – the facts and circumstances giving rise to the dispute,

**§7(B)(6)(b)** – the claim(s) he or she asserts,

**§7(B)(6)(c)** – the provision(s) of any agreement(s), laws, or Regulations alleged to have been violated, and

**§7(B)(6)(d)** – the specific relief sought from the Arbitration Tribunal.

A single grievance may combine multiple claims against more than one party if the claims arose out of the same transaction, agreement or occurrence, or are sufficiently related that processing the claims as a single case would promote efficiency and cost-effectiveness.

**§7(B)(7) – Method of Filing and Serving Grievance and other Arbitration Papers** – A grievance, or any subsequent arbitration filing shall be filed with the MLBPA by delivering or mailing it in an envelope marked "Attention: Agent Regulation" to the following address:

Major League Baseball Players Association

ATTENTION: Agent Regulation  
12 E. 49th Street  
New York, NY 10017

A copy of the grievance and any subsequent arbitration filing must also be served on any other opposing party or parties, if any, by mail or personal delivery. Filing or service of the grievance, or any subsequent arbitration filing, by electronic mail is also permitted if the recipient acknowledges by electronic mail or other writing that the grievance or filing was received.

**§7(B)(8) – Answer to the Grievance** – The MLBPA and any other parties against whom the grievance has been filed (“the Respondent(s)”) shall file and serve the party who filed the grievance (“the Grievant”) a written answer to the grievance within thirty (30) days of receipt of the grievance. The answer shall:

**§7(B)(8)(a)** – admit or deny the facts alleged in the grievance, and

**§7(B)(8)(b)** – set forth briefly any reasons why the grievance should be denied.

**§7(B)(9) – Counterclaims by Respondent against the Grievant** – An answer may also include any counterclaims the Respondent wishes to assert against the Grievant. Any counterclaim shall allege in plain terms:

**§7(B)(9)** – the facts and circumstances giving rise to the counterclaims asserted,

**§7(B)(9)** – the provision(s) of any agreement(s) or Regulations alleged to have been violated, and

**§7(B)(9)** – the specific relief sought from the Arbitration Tribunal.

A single answer may combine multiple counterclaims or claims against more than one party if the claims arose out of the same transaction, agreement or occurrence, or are sufficiently related that processing the claims as a single case would promote efficiency and cost-effectiveness.

**§7(B)(10) – Grievant’s Reply** – If Respondent’s answer to the grievance alleges any facts not included in the grievance or any counterclaim against the Grievant, the Grievant shall file and serve on the Respondent a reply to the answer within thirty (30) days of receipt of the answer. The reply shall:

**§7(B)(10)(a)** – admit or deny any facts alleged in the answer or counterclaim that were not included in the grievance, and

**§7(B)(10)(b)** – set forth briefly any reasons why the counterclaim should be denied.

**§7(B)(11) – Time Limit for Grievances and Counterclaims** – Any grievance or counterclaim that is not related to an appeal of a denial of certification, the imposition of limits or conditions on a certification, or disciplinary action, must be filed and served with the MLBPA within one hundred and eighty (180) days from the later of:

**§7(B)(11)(a)** – the date of the occurrence of the event upon which the grievance or counterclaim is based, or

**§7(B)(11)(b)** – the date on which the facts giving rise to the grievance or counterclaim became known or reasonably should have become known to the party filing the grievance or counterclaim.

**§7(B)(12) – Submission to Arbitration** – Upon the MLBPA’s receipt of a timely appeal or after the grievance, answer and any reply have been filed and served (or if no answer or reply has been filed, the time limits for filing an answer or reply have expired), the dispute shall be deemed submitted to impartial arbitration.

**§7(B)(13) – Selection of AAA Arbitrator** – Within thirty (30) days of the MLBPA’s receipt of the appeal or after the grievance, answer and any reply have been filed and served (or if no answer or reply has been filed, the time limits for filing an answer or reply have expired), the parties shall jointly request from the American Arbitration Association a list of five (5) professional and skilled labor arbitrators who are members of the National Academy of Arbitrators. Within fourteen (14) days of receipt of the list, the parties shall select the Arbitrator of their dispute, by alternately striking names from the list until one remains. A coin flip shall determine which party shall strike the first name. Nothing in this paragraph prohibits a Player Agent, Expert Agent Advisor or Applicant and the MLBPA from agreeing upon the appointment of the Arbitrator.

**§7(B)(14) – Location and Schedule for Hearing** – Upon selection, the Arbitrator shall schedule the hearing to take place in New York City, or in such other city as the parties, with the concurrence of the Arbitrator, may agree upon, or the Arbitrator on his or her own motion may direct.

**§7(B)(15) – Hearing Continuances** – Once a hearing has been scheduled, the Arbitrator may grant a continuance and reschedule the hearing upon a showing of good cause in a written application for continuance filed by any party, and served on the other party.

**§7(B)(16) – Rules of Procedure for Arbitration Hearings** – The rules of procedure for the arbitration hearing shall be established by the Arbitrator. To the extent deemed practicable by the Arbitrator and consistent with this Section 7(B), the rules of procedure shall conform to the rules governing arbitration hearings in the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement. The Arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

**§7(B)(17) – Exchange of Exhibits and Witness List; Other Discovery** – Prior to the scheduled commencement of the hearing at such time as the parties may agree or the Arbitrator shall direct, the parties shall exchange copies of all potential exhibits they may offer in evidence at the hearing (or descriptions of any potential exhibits that cannot be

copied) and a list of the potential witnesses they may call, including a brief description of the subjects about which each witness is expected to testify. No exhibit or testimony that was not so disclosed to the opposing party shall be allowed in evidence, except for rebuttal exhibits or testimony, or with leave of the Arbitrator upon a showing of good cause. There shall be no other pre-hearing discovery, except as agreed by all parties or as deemed necessary for a fair hearing and ordered by the arbitrator, upon a showing of good cause.

**§7(B)(18) – Informal Hearing; Evidence; Testimony by Telephone or Affidavit**

– The hearing before the Arbitrator shall be informal. The parties may appear in person or by legal counsel or other representative and shall be afforded a full opportunity to present, through testimony or otherwise, any evidence relevant and material to the MLBPA’s reasons for its actions, the conduct of the Applicant, Player Agent or Expert Agent Advisor giving rise to the notice, or the issues presented in the grievance or counterclaims. The Arbitrator shall determine the relevance and materiality of the evidence offered and shall not be bound by the strict rules of evidence. Unless the Arbitrator rules otherwise, testimony of witnesses may be taken by telephone or the Arbitrator may receive the evidence of witnesses by affidavit, giving it such weight as seems proper after consideration of any objection made to its admission.

**§7(B)(19) – Burden of Proof; Standard for Review**

– In any dispute involving an appeal of an appealable decision by the MLBPA with respect to an agent’s certification or discipline, in order to sustain its action, the MLBPA shall have the burden of proving that its action was not unreasonable or arbitrary. With respect to factual findings, the MLBPA will satisfy its burden if the Arbitrator determines that substantial evidence on the record as a whole supports its findings.

**§7(B)(20) – Post-hearing Briefs or Argument**

– Upon close of the hearing, the Arbitrator will advise the parties whether written briefs may be filed or whether the parties should present their arguments orally. The Arbitrator shall fix the time briefs are to be filed or the time and place for oral arguments.

**§7(B)(21) – Arbitrator’s Final and Binding Decision and Award**

– To the extent practicable, within thirty (30) days after the receipt of briefs or oral arguments, the Arbitrator shall issue a written decision and award, including any appropriate remedy or remedies, and affirming, vacating or modifying the MLBPA’s action. The award shall constitute a full, final and complete resolution of the grievance, any counterclaims, and appeal and it will be binding on the Player Agent, Expert Agent Advisor and/or Applicant and the MLBPA.

**§7(B)(22) – Costs of Arbitration**

– Each party will bear the costs of its own witnesses and counsel. Hearings will be transcribed unless the parties, with the concurrence of the Arbitrator, agree otherwise, or unless the Arbitrator so directs. Each party ordering a copy of the transcript will be responsible for the cost of that party’s copy. Other costs of the arbitration, including the fees and expenses of the Arbitrator, and cost of the original transcript, will be borne equally between the parties to the dispute.

**§7(B)(23) – Use of Proceedings and Decisions**

– Arbitration proceedings pursuant to this Section 7(B) are confidential, except to the extent that disclosure of any aspect of the proceedings (*e.g.*, the notice, appeal, briefs or other filings, hearing transcript, exhibits, etc.) is necessary, in the judgment of the MLBPA, for the effective administration of these

Regulations or the effective representation of Players. However, in its sole, unreviewable discretion, the MLBPA may make public decisions and awards by arbitrators. In addition, the MLBPA may make copies of the decisions and awards available to players, Player Agents, Expert Agent Advisors, Applicants and their attorneys or other hearing representatives, for the purposes of researching arbitral precedents and citing them to arbitrators in arguments and briefs.

## **Section 8 – Administration, Interpretation and Enforcement of Regulations**

The MLBPA's Executive Board authorizes the Executive Director, or his or her designees, to administer, interpret and enforce these Regulations and to recommend amendments thereto. In exercising that authority, the Executive Director, or his or her designee(s), shall develop and promulgate the Application for certification of Player Agents and other forms (*e.g.*, Registration Form, *Player Agent Designation* form, Fee Statement, Standard Player Agent Representation Agreement) necessary for administration of the Regulations, and may consult with members of the MLBPA's Executive Subcommittee, as the Executive Director deems appropriate. In any arbitral or judicial proceedings in which the meaning and application of the regulations is at issue, the MLBPA's interpretation of the Regulations and their applicability is entitled to deference.

The boldface numbers and headings preceding each section, subsection, paragraph and subparagraph of these Regulations are only for purposes of description or reference, and are not intended to have any legal effect.

## **Section 9 – Player Agent Advisory Committee**

A Player Agent Advisory Committee shall be appointed by the MLBPA's Executive Director for the purpose of reviewing and discussing the MLBPA's implementation, interpretation and enforcement of the Regulations, any potential amendments to the Regulations and relations among Players, Player Agents, Expert Agent Advisors and the MLBPA. The Player Agent Advisory Committee may make recommendations to the Executive Director on any issues of concern to Player Agents or Expert Agent Advisors. The Player Agent Advisory Committee shall consist of up to nine active, certified Player Agents. All certified Player Agents are eligible to be considered for appointment to the Committee. Player Agents appointed to the Committee shall serve for a term of two years, except for the first three members appointed, whose initial term shall expire after three years. No Player Agent may serve two successive terms, but a Player Agent may be reappointed and serve more than one term, so long as at least two years intervene between terms. In making appointments to the Committee, the Executive Director shall attempt to assemble a Committee whose membership is diverse and representative of various different categories of the Player Agent population (*e.g.*, by experience level, geography, size of agency, etc.). The Committee shall meet at least twice a year. The Executive Director or his or her designee shall preside over the meeting. Any members of the MLBPA's staff selected by the Executive Director, and any interested Player may attend any Committee meeting and participate in the discussion. The MLBPA shall reimburse the members of the Committee for their actual and reasonable expenses for travel, meals and lodging in attending Committee meetings.

## **Section 10 – Effective Date and Amendment**

These Regulations were originally adopted effective June 17, 1988, and amended on January 10, 1995, July 1, 1997, February 17, 2006, August 27, 2010, effective October 1, 2010; December 3, 2014 effective January 1, 2015, December 3, 2015 effective February 15, 2016, November 29, 2017 effective December

8, 2017, November 28, 2018, effective December 12, 2018, and December 4, 2019, effective December 4, 2019. They may be amended further by action of the MLBPA's Executive Board.

## Addendum A

**Application Fee** - The fee for all applicants for General Certification, Limited Certification, or Certification as an Expert Agent Advisor is \$2,000. This fee will cover the cost of processing and reviewing the application, the background check, and the written exam.

**Annual Registration Fee**: The annual registration fee for General Certified Agents and Expert Agent Advisors is \$1,500. The annual registration fee for Limited Certified Agents is \$500. This fee will cover the cost of administering MLBPA's agent regulation program.

**Fines**: An agent who fails to submit any of the required forms or fails to otherwise comply with reporting requirements will be notified of his or her failure and given the opportunity to correct that failure. If the problem is not corrected immediately, the agent will be fined \$500 for the first infraction and that fine will increase by increments of \$500 with each subsequent infraction. An agent who repeatedly fails to comply will run the risk of losing his or her certification. The following is a non-exhaustive list of MLBPA reporting requirements:

<u>Reporting Requirement</u>	<u>Deadlines</u>
Annual Agent Registration and fees	– Annual obligation. <i>See</i> §4(H)(3).
Provide accurate information in the Registration	– Continuing obligation. Additional discipline, including but not limited to suspension or decertification, may also be imposed. <i>See</i> §4(H)(2) and §5(A)(1).
Player Agent Designation forms, Exhibit B, and Representation Agreements	– Filed with the MLBPA within 10 days of signing, provided that a General Certified Agent who is re-designated by an existing client between February 1 and April 5 may submit these documents to the MLBPA by no later than April 15 of that year. <i>See</i> §6(B)(3) and §6(D).
Report any gifts to a Player exceeding \$500 in value; once a player has received over \$500 worth of gifts, the purpose and terms of each subsequent individual gift of <i>any</i> value promised or made during the same calendar year must be disclosed in writing to the MLBPA – Exhibit D	– Prior to such gift being promised or made, if practicable, or as soon thereafter as practicable, and in no case more than 48 hours thereafter. <i>See</i> §5(B)(5)(b).
Annual Equipment Disclosure Report – Exhibit E	– Filed with the MLBPA on or before March 1 <sup>st</sup> . <i>See</i> §5(B)(5)(e)(iv).

Notify the MLBPA of the total value of baseball equipment purchased for a former client during the current calendar year

- Within 48 hours after a professional player ceases to be a client. *See* §5(B)(5)(e)(iv).

Annual Fee Statement – Exhibit F

- Filed with the MLBPA on or before March 1<sup>st</sup> (in addition to providing a copy to each Player who paid you any fees or reimbursed any expenses to you). *See* §5(A)(4).

Transfer all records of a former client to the player or his designee

- Upon request by a player or the MLBPA. *See* §5(A)(9)

Report the reduction/waiver of fees or expenses for a client

- First disclosed in writing to the MLBPA and disclosed upon request to any other player represented by or being Recruited by Player Agent. *See* §5(B)(5)(g)(ii).

Report any meals purchased for a non-client and any transportation or lodging expenses paid for a non-client player's visit to the Agent's office

- Advance written notice to the MLBPA no more than 72 hours and no less than 24 hours before the purchase of the meal or promise to pay or payment of transportation or lodging expenses of the player. If advanced notice is not possible, the Player Agent shall provide written notice to the MLBPA as soon as possible, and in no case more than 24 hours after the purchase of a meal or promise to pay or payment of transportation or lodging expenses of the player. Certified Player Agents shall submit these disclosures using the appropriate forms on the Agent website (<https://www.mlbpaagent.org>) and Applicants for Certification shall make these disclosures by electronic mail to [agent.reg@mlbpa.org](mailto:agent.reg@mlbpa.org) *See* §5(B)(5)(c).

Report contacts with non-client Players

- Advance written notice to the MLBPA no more than 72 hours and no less than 24 hours before the communication is initiated. If advanced notice is not possible, the Player Agent shall provide written notice to the MLBPA as soon as possible, and in no case more than 24 hours after such communication is initiated. Certified Player Agents shall submit these disclosures using the appropriate forms on the Agent website (<https://www.mlbpaagent.org>). *See* §5(B)(8).



# EXHIBIT E

**NHLPA REGULATIONS GOVERNING AGENT CERTIFICATION**  
(Incorporating September 8, 2008 Amendments)

**INTRODUCTION**

In carrying out its authority as exclusive bargaining representative of all National Hockey League ("NHL") players, the National Hockey League Players' Association ("NHLPA") will continue its practice of delegating to agents a specific and limited aspect of the NHLPA's overall authority -- namely, the authority to negotiate individual player contracts consistent with the provisions of the applicable Collective Bargaining Agreement and the NHLPA's policies. In exercising that authority, an agent occupies an important role and must conduct himself in accordance with his fiduciary relationship with his player-client.

The objective of agent certification is to establish the highest degree of professional competence, conduct and integrity in the representation of professional hockey players. To that end, the NHLPA expects that each and every agent certified under these procedures will strive to attain, achieve and maintain high-quality performance as a player agent. At a minimum, each agent will be expected to become knowledgeable about the NHLPA, its structure and the services it provides. Agents will be expected to understand the economics of the industry, the applicable Collective Bargaining Agreements, basic negotiating strategies and techniques and those areas of the law relevant to the professional duties of an agent.

In Article 2 ("Recognition") of the Collective Bargaining Agreement ("CBA") between the NHL and the NHLPA, effective the 13th day of January, 1995, the parties agreed as follows:

***Recognition.** The NHL recognizes the NHLPA as the exclusive bargaining representative of all present and future players employed as such in the League by the Clubs, but not including any other Club employees. The NHL and NHLPA agree that notwithstanding the foregoing, such players, acting individually or through certified agents, and Clubs may, on an individual basis, bargain with respect to and agree upon (1) an individual salary over and above the minimum requirements established by this Agreement and (2) to the extent not inconsistent with this Agreement or any Exhibit hereto, including but not limited to the Standard Player's Contract, special covenants to be included in an individual Standard Player's Contract that concern benefits.*

In accordance with Article 6 ("NHLPA Agent Certification") of the CBA, the NHLPA shall publish and provide to the NHL and to each of its member Clubs a list of agents who are currently certified in accordance with its Agent Certification Program. This list shall be updated by the NHLPA on a continuing basis. The NHL, in carrying out its duties and obligations with respect to individual Player Contracts under the Collective Bargaining Agreement, agrees to adhere to the following procedure:

***Players Contracts.** No Club shall enter into a Player Contract with any player and the NHL shall not register or approve any Player Contract unless*

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*such player: (i) was represented in the negotiations by a Certified Agent as designated by the NHLPA under Section 6.1; or (ii) if player has no Certified Agent, acts on his own behalf in negotiating such Player Contract.*

If, notwithstanding the foregoing, negotiations involving any Club and a non-certified agent take place and a contract is executed, that contract shall not be registered by the NHL.

## **SECTION 1: SCOPE OF REGULATION**

### **A. Persons Subject to Regulations**

No person (other than a player representing himself) shall conduct individual contract negotiations on behalf of a player<sup>1</sup>, and/or assist in or advise with respect to such negotiations with NHL Clubs unless he<sup>2</sup>:

- (1) is currently certified as an agent pursuant to these Regulations,
- (2) has fully executed the Standard Player-Agent Contract<sup>3</sup> with the player (in accordance with Section 4 of these Regulations) and
- (3) has submitted a fully executed copy of the Standard Player-Agent Contract to the NHLPA, along with any contract(s) between the player and the agent for other services to be provided.

### **B. Activities Covered**

These Regulations govern the activities and conduct of agents in the provision of advice, counsel, information or assistance to players with respect to negotiating their individual contracts with Clubs and/or thereafter in enforcing those contracts; the conduct of negotiations regarding compensation with the Clubs on behalf of individual players; and any other activity or conduct which directly or indirectly bears upon an agent's integrity, competence or ability to properly represent individual NHL players and the NHLPA in individual contract negotiations, the management of funds, tax preparation and counseling, and financial advice and investment services.

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<sup>1</sup> The Term "player" shall mean anyone eligible to play in the NHL, including a player about to enter his rookie season in the NHL.

<sup>2</sup> References to "he" or "his" shall apply equally to she/her.

<sup>3</sup> "Standard Player-Agent Contract" shall mean the document identified as Appendix "A" attached hereto, as may be amended from time to time by the NHLPA.

### **C. Amendments**

These Regulations may in the future be modified or amended by the NHLPA Executive Board as it deems necessary or appropriate.

## **SECTION 2: CERTIFICATION REQUIREMENTS**

### **A. Applying For Certification**

An application for certification (the “Application for Certification”) must be typewritten and submitted on the form designated by the NHLPA by prepaid certified mail to the NHLPA in Toronto and shall be marked "Attention: Agent Certification". The NHLPA's Officers or their designees shall be designated to receive and act upon such applications. The NHLPA will not entertain any application filed in the name of any corporation, company, partnership or other business entity. Only individual persons are eligible for certification. There is no limit on the number of individuals in any one corporation or other business entity who are eligible for certification.

Within thirty (30) days of receipt of a completed Application for Certification<sup>4</sup>, the NHLPA shall determine whether certification shall be granted to the applicant, provided, however, that this period may be extended upon written notification to the applicant before the expiration of the initial thirty (30) day period. Upon receipt of an agent's Application for Certification, the NHLPA may, in reviewing the Application for Certification, request additional information, documents or materials from the applicant and/or conduct whatever further investigation it deems necessary or appropriate, including an informal conference with the applicant.

A copy of the Agent's Application for Certification may be provided by the NHLPA to any player expressing an interest in retaining such agent.

### **B. Immediate Certified Status**

To be eligible for Certified Status immediately upon approval of his application an agent must currently represent either a player under contract to an NHL Club or a player who, having had a contract with an NHL Club for the immediately preceding season, has become a free agent pursuant to the CBA (an “NHL Player”). A duly executed Standard Player-Agent Contract must be submitted with the Application for Certification to establish such representation.

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<sup>4</sup> To be “completed” an Application for Certification must contain full answers to all questions, the required Application fee, Standard Player-Agent Contract, photograph and responses to the NHLPA from the Applicant’s references.

**C. Interim Certified Status**

During the period that an Application for Certification is being evaluated, the NHLPA may, on an interim basis, authorize any agent who has filed an Application and has a fully executed Standard Player-Agent Contract with a player to provide representational services to one or more players engaged in individual contract negotiations with Clubs if the NHLPA deems such authorization to be in the player's best interest. However, such interim action shall be specifically limited to the terms contained in the NHLPA's authorization and, in any event, shall not constitute a waiver of the NHLPA's right thereafter to deny certification under these Regulations.

**D. Pending Certified Status**

Any person who does not have an NHL Player as a client but wishes to perform the functions of an agent and has an unsigned drafted player as a client is eligible to submit an Application for Certification and receive Pending Certified Status. A duly executed Standard Player-Agent Contract must be submitted with the Application for Certification to establish such representation. Prior to commencing negotiations with an NHL Club, an agent with Pending Certified Status must meet in person with an NHLPA Representative in Toronto. To receive regular Certified Status, a Pending Certified agent must negotiate a Standard Player Contract with an NHL Club or otherwise obtain an NHL Player as a client.

**E. Grounds for Denial of Certification**

Consistent with the objectives of the NHLPA, only those persons who can reasonably be expected to faithfully carry out the responsibilities of an agent will be entitled to certification. The NHLPA is authorized to deny certification to any applicant upon determining that:

- (1) the applicant has made false or misleading statements of a material nature in connection with the Application for Certification;
- (2) the applicant has misappropriated funds, or engaged in other specific acts (including, without limitation, embezzlement, theft or fraud), which would render him unfit to serve in a fiduciary capacity on behalf of players;
- (3) the applicant is unwilling to swear or affirm that he will comply with these Regulations and any amendments thereto;
- (4) the applicant has been subject to suspension, revocation or denial of registration as an agent by any governmental entity or other players' associations;
- (5) the applicant has engaged in any other conduct that impacts adversely on his credibility, integrity or competence to serve in a fiduciary capacity on behalf of players.

**F. Appeal from Denial of Certification**

In the event an Application for Certification is denied, the applicant shall be notified in writing by prepaid certified mail of the reasons for the denial. The applicant may appeal such action pursuant to Section 6-E of these Regulations.

**G. Suspension or Revocation of Certification**

At any time after granting certification to an agent, the NHLPA may, based upon information brought to its attention or acting on its own initiative, propose suspending or revoking such certification on any ground that would have provided a basis for denying certification on the original application and/or for conduct prohibited by these Regulations. In any circumstance where the NHLPA's investigation discloses that an agent's conduct is of such a serious nature as to justify immediately suspending or revoking his certification, the NHLPA is authorized to take such action. In such event, the agent may appeal that decision in the same manner as he could appeal from any proposed discipline.

Any proposed discipline, suspension or revocation must be sent by prepaid certified mail to the agent's office or residence. The agent may appeal any proposed discipline, suspension or revocation by complying with the procedures for invoking arbitration as set forth in Section 6. The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of certification and there shall be no appeal or judicial review of the Arbitrator's decision.

**H. Automatic Lapse of Certification**

An agent with Certified, Pending Certified or Interim Certified Status who, after obtaining said status, goes a full season without an NHL Player as a client will have his certification lapse automatically.

**I. Form of Certification**

The NHLPA shall provide the applicant with written notice of certification upon approval of an Application for Certification as an agent. The applicant will thereupon be authorized, subject to these Regulations, to serve as an agent in conducting individual player negotiations with NHL Clubs and/or assisting in or advising with respect to such negotiations.

In granting certification the NHLPA shall not be deemed to have endorsed or promoted any particular agent. In no event shall the grant of certification be deemed to impose liability upon the NHLPA, its Player Representatives, or its membership for any acts or omissions of the agent in providing representation to any player.

**J. Application and Annual Fees**

- (1) Effective September 1, 1997, each new application for certification shall be accompanied by a one-time application fee as set by the NHLPA.
- (2) Once certified, agents are required to pay an annual fee as set by the NHLPA.
- (3) Annual fees will be prorated in the event an agent receives certification outside of the normal fee cycle.

**SECTION 3: STANDARD OF CONDUCT FOR AGENTS**

An objective of the NHLPA in issuing these Regulations is to enable players to make an informed selection of an agent and to ensure that all agents shall provide to the individual players whom they represent in contract negotiations with NHL Clubs effective representation at fair and reasonable rates that are uniformly applicable.

**A. General Requirements**

An agent shall be required to:

- (1) Disclose on his Application for Certification, and thereafter on May 1 of each year, full, complete and accurate information relevant to his qualifications to serve as an agent, including, but not limited to, background, education, employment status, business structure and ownership, personal and corporate affiliations, special training, experience in negotiations, past representation of professional athletes, and business associations or memberships in professional organizations;
- (2) Pay an application fee and an annual fee pursuant to Section 2 above as set by the NHLPA;
- (3) Be sufficiently educated with regard to the NHL, its structure and economics, the applicable Collective Bargaining Agreement, basic negotiation strategy and techniques, and developments in sports law and related subjects;
- (4) Attend NHLPA seminars except when the NHLPA determines not to require such attendance;
- (5) Execute the Standard Player-Agent Contract and clearly identify on Schedule "A" thereto any and all fees, compensation and expenses, if any, to be charged by an agent to a player, together with the due date for payment of such fees, compensation and expenses and provide a copy to the player and to the NHLPA within 90 days after the Standard Player-Agent Contract is executed;

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- (6) Advise a player and report to the NHLPA any known or suspected violations by the NHL or an NHL Club of a player's individual contract or of his rights under any applicable CBA within 48 hours of becoming aware of said known or suspected violations;
- (7) Provide the NHLPA with a copy of any player compensation agreement negotiated on behalf of any player with any NHL Club within 48 hours after the contract is executed;
- (8) Provide on or before August 1 of each year, to each player whom he represents, with a copy to the NHLPA, an itemized statement covering the period July 1 through June 30 of the immediately prior season which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with the performance of, the following services: (a) individual player salary negotiations, and/or salary or grievance arbitration, (b) the management of the player's assets, (c) the provision to the player of financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services;
- (9) Permit a person or firm authorized by a former or current player-client to conduct an audit, upon request, of all relevant books and records relating to any services provided to that player;
- (10) Establish and maintain, throughout the period of representation, and for a period of not less than two years after the conclusion of the player's career, a comprehensive file and/or record of all services performed including, but not limited to, notes and memoranda regarding contract negotiations, fee and representation agreements, Standard Player Contracts and Standard Player-Agent Contracts and to deliver same to the player upon request.
- (11) Provide, in addition to the requirements of Section 3.A(1), written notice to the NHLPA within thirty (30) days of any significant change in status, including:
  - (a) Any change in employment status, business structure or ownership, personal or corporate affiliations that has taken place since the filing of the Application for Certification;
  - (b) Any change in the player(s) represented by the agent that has taken place;
  - (c) Any dispute which has arisen between the agent and a player presently or formerly represented by the agent;
  - (d) Any suspension, revocation or denial of registration by any governmental entity or other player's association; and



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- (e) Any disciplinary proceeding or formal charge or complaint initiated or filed against the agent in his professional capacity since the filing of the Application for Certification;
- (12) Fully comply with the NHLPA's requirements regarding electronic communication;
- (13) Provide the NHLPA with any information, documents or materials that the NHLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects to cooperate fully with the NHLPA;
- (14) Fully comply with applicable state, provincial and federal laws.

**B. Prohibited Conduct Subject to Discipline**

To further effectuate the objectives of these Regulations, agents are prohibited from:

- (1) Representing any player in individual contract negotiations with any Club unless the agent in accordance with the provisions of Section 4 of these Regulations:
  - (a) is currently certified;
  - (b) has a fully executed Standard Player-Agent Contract with each such player; and
  - (c) has submitted a copy of the Standard Player-Agent Contract to the NHLPA along with any other contract(s) or agreement(s) between the player and the agent;
- (2) Entering into negotiations with a Club for a new Standard Player Contract or renegotiating the terms of the existing Standard Player Contract without first obtaining and submitting to the NHLPA a new fully executed Standard Player-Agent Contract with the player in accordance with the provisions of Section 4 of these Regulations;
- (3) Providing or causing to be provided a monetary inducement or any other thing of value to any player to induce or encourage that player to utilize his services;
- (4) Providing or causing to be provided a monetary inducement or any other thing of value to a member of a player's family or any other person for the purpose of inducing or encouraging the player to utilize his services or for the purpose of inducing or encouraging that person to recommend that a player utilize the services of the agent;
- (5) Providing or causing to be provided materially false or misleading information to any player in the context of recruiting the player as a client or in the course of representing that player as his agent;

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- (6) Representing directly or indirectly to anyone that the NHLPA through certification or through any other action has endorsed or recommended the agent, the agent's qualifications or the agent's services;
- (7) Using the NHLPA trademarks (including, without limitation, "National Hockey League Player's Association", "NHLPA" or the NHLPA logo) in connection with the agent or his business in any manner other than a manner expressly approved of under NHLPA policy;
- (8) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional hockey club or Canadian Major Junior Hockey Club or any other business venture that could create an actual conflict of interest or the appearance of a conflict of interest in the representation of players;
- (9) Representing or providing services to, either directly or indirectly:
  - (a) the NHL, other Professional Hockey League(s) or Canadian Major Junior Hockey League(s) or any other entity affiliated with any of the foregoing, or
  - (b) any official, employee or independent contractor of the NHL, other Professional Hockey League(s) or Canadian Major Junior Hockey League(s) or any other entity affiliated with any of the foregoing, or
  - (c) any officer, employee or independent contractor of an NHL Club, other Professional Hockey Club or Canadian Major Junior Hockey Club or any other entity affiliated with any of the foregoing including but not limited to coaches, general managers, scouts and locker room personnel, or
  - (d) any individual who subjects an agent to interests, duties, obligations or responsibilities that could adversely affect an agent's judgment, counsel, advice or undivided loyalty to a player;
- (10) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of players, provided that the representation of two or more players on any one Club shall not itself be deemed to be prohibited by this provision;
- (11) Soliciting or accepting fees, commissions, money or anything of value from the NHL, any NHL Club or any other entity affiliated with the foregoing;
- (12) Acting as a surety, guarantor or co-signator on any indebtedness, loan, promissory note or letter of credit as between a player and any professional hockey club;

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- (13) Negotiating and/or agreeing to any provision in a player contract which deprives that player of any benefit contained in any Collective Bargaining Agreement between the NHL and the NHLPA;
- (14) Negotiating and/or agreeing to any provision in any contract on behalf of a player which directly or indirectly violates any stated policies, rules, requirements or programs established by the NHLPA;
- (15) Failing to disclose material facts to any player whom the agent is representing which relate to the subject of an individual player's contract negotiation;
- (16) Failing to advise the player and to report to the NHLPA any known or suspected violations by the NHL or an NHL Club of a player's individual contract or of his rights under any applicable CBA within 48 hours of becoming aware of said known or suspected violations;
- (17) Using information provided by the NHLPA to the agent which information has not been generally disclosed to the public (the "Confidential Information") or for any purpose other than assisting the agent in his representation of his current player clients or disclosing the Confidential Information in any manner without the prior written consent of the NHLPA;
- (18) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his fitness as an agent or jeopardizes the effective representation of NHL players;
- (19) Breaching the provisions of the Standard Player-Agent Contract that the agent is required to enter into pursuant to these Regulations;
- (20) Filing any lawsuit or other proceeding against a player for any matter which is subject to the exclusive arbitration provisions in the Standard Player-Agent Contract and these Regulations;
- (21) Attempting to advance, by any means, any claim for fees or compensation regarding the negotiation or maintenance of a Standard Player Contract entered into after January 20, 1996 unless a Standard Player-Agent Contract has been executed in accordance with Section 4 of these Regulations in relation to said Standard Player Contract;
- (22) Violating any other provision of these Regulations.

An agent who engages in any prohibited conduct defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations.

### **C. Miscellaneous**

The NHLPA expects that every agent will carry out the representational services covered by these Regulations with the highest degree of professional competence and integrity. In this respect, the NHLPA likewise expects that to achieve and maintain a high quality of performance every agent, at a minimum, will take the necessary steps to become knowledgeable about the NHLPA, the economics of the industry, applicable collective bargaining agreements, basic negotiating techniques, and the areas of the law relevant to his professional duties. If, after these Regulations become effective, the NHLPA determines that there is a need to impose additional requirements with respect to the quality of agent performance, the NHLPA reserves the right to amend these Regulations accordingly and every agent shall be obligated to abide by all such amendments.

## **SECTION 4: AGREEMENTS BETWEEN AGENTS AND PLAYERS**

### **A. Standard Player-Agent Contract**

Prior to commencing to perform the services of an agent for any player under these Regulations, a person must satisfy three prerequisites:

- (1) he must be certified;
- (2) he must have signed the Standard Player-Agent Contract with the player; and
- (3) he must have submitted a copy of the Standard Player-Agent Contract to the NHLPA along with any other contract(s) for additional services that the agent has executed with the player.

Retyped contracts will not be accepted.

A copy of the executed Standard Player-Agent Contract shall be provided to the player when executed and a further copy sent by prepaid certified mail by the agent to the NHLPA within 90 days of execution.

An agent may execute the NHLPA Standard Player-Agent Contract through a corporation, partnership or other legal entity if a valid reason for doing so is demonstrated to the NHLPA. An agent who is granted NHLPA authority to execute the Standard Player-Agent Contract through a corporation, partnership or other legal entity will be required to personally execute the unconditional guarantee set out in the Standard Player-Agent Contract.

The Standard Player-Agent Contract shall not contain any automatic renewal provisions and no agent shall be authorized to negotiate a successor contract between a player and a club or

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renegotiate an existing contract between a player and a club unless the agent and player have executed a new Standard Player-Agent Contract prior to commencement of such negotiation.

Once the agent satisfies the three prerequisites stated above, he shall be authorized to function as an agent for the player under these Regulations.

Any agreement between an agent and a player entered into after January 20, 1996 which is not in writing or which does not meet the requirements of these Regulations shall be of no force and effect. No agent shall have the right to assert any claim against a player for fees, compensation, or expenses, relating directly or indirectly to a Standard Player's Contract entered into after January 20, 1996 unless a Standard Player-Agent Contract has been executed in accordance with these Regulations.

Any agreement entered into after the effective date of these Regulations shall include a provision whereby either party may terminate that agreement, effective immediately, upon delivery of written notice to the other party. A copy of the written termination shall be sent by the agent to the NHLPA within 48 hours of execution or receipt, as the case may be.

**B. Agent's Compensation**

An agent is prohibited from receiving any fee for his services until and unless the player receives the compensation upon which the fee is based. If, by way of example, the player is suspended by the league and does not receive the full amount of his compensation under his Standard Player Contract, the agent shall not be entitled to a fee in respect of the compensation not received. Moreover, any portion of a fee based on player compensation that is unascertainable at the time the player contract is negotiated (e.g. a performance bonus) shall not be collected by the agent until the player has received such compensation.

Consistent with the foregoing, an agent is prohibited from including any provision in a Standard Player-Agent Contract whereby the player becomes obligated to make any fee payment to the agent in advance of the player's receipt of the compensation upon which the fee is based. However, these Regulations recognize that with respect to compensation for the current playing season or deferred compensation, a player may decide that it is in his best interest to pay his agent's fee in advance of the receipt of any such compensation. Accordingly, it is the intent of these Regulations that an option be accorded to the player to make such advance fee payments to his agent if the player chooses to do so. In any such situation the agent is authorized to accept the advance payment if such agreement is otherwise in accordance with Section 3 of the Standard Player-Agent Contract. Further, such an agreement between an agent and a player must be in writing with a copy sent to the NHLPA. Where this occurs with respect to deferred compensation, the agent shall be entitled only to a fee based on the present value of that compensation. In the event the Player, for any reason, does not receive the full amount of the compensation upon which the fee payment was based, the agent shall refund that pro rata portion of the advance payment relating to the compensation not received by the player.

**C. Effective Date and Existing Agreements**

Effective January 20, 1996, any agent who thereafter wishes to provide representational services to any Player in connection with that player's contract negotiations with any NHL Club must comply with these Regulations.

If prior to January 20, 1996, an agent had entered into an agreement with any Player relating to contract negotiations and as a result of the agent's services the player and an NHL Club have executed a contract on or before January 20, 1996, that agreement shall remain in full force and effect for the duration of that agreement provided, however, that the player shall have the right to terminate the agent upon written notice in accordance with the Standard Player-Agent Contract.

Any dispute involving the proper interpretation or application of these Regulations to any agreement between a player and his agent regarding a Standard Player's Contract executed on or after January 20, 1996, shall be subject to the arbitration procedure set forth in Section 5 herein, which shall constitute the sole and exclusive method for the resolution thereof and there shall be no right for any party to appeal or seek judicial review therefrom.

**SECTION 5: ARBITRATION**

**A. Purpose and Scope**

In establishing a system for regulating agents, it is the intention of the NHLPA that the arbitration process set forth herein be the sole and exclusive method for resolving any and all disputes that may arise from the interpretation, application or enforcement of these Regulations and the resulting agreements between agents and individual players. This will ensure that those disputes -- which involve essentially internal matters concerning the relationship between individual players, the NHLPA in its capacity as their exclusive bargaining representative, and agents performing certain delegated representative functions relating particularly to individual Player compensation negotiations -- will be handled and resolved expeditiously by the decision-maker established herein, without need to resort to costly and time-consuming formal adjudication.

**B. Filing**

The arbitration of any dispute involving a player and an agent shall be initiated by the filing of a written grievance either by the player or his agent.

Any such grievance must be filed within six (6) months from the date of the occurrence or non-occurrence of the event upon which the grievance is based or within six (6) months from the date on which the facts of the matter become known or reasonably should have become known to the party initiating the grievance, whichever is later. A player need not be under contract to an

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NHL Club at the time a grievance relating to him arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against an agent by (i) sending the written grievance by prepaid certified mail to the agent's business address or by personal delivery at such address, and (ii) sending a copy of the written grievance along with proof of service on the agent to the NHLPA. An agent may initiate a grievance against a player by (i) sending a written grievance by prepaid certified mail to the player or by personal delivery of the grievance to the player, and (ii) sending a copy of the written grievance along with proof of service on the player to the NHLPA. The written grievance shall set forth in plain and understandable terms the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and his agent alleged to have been violated, and the relief sought.

**C. Answer**

The party against whom a grievance has been filed (the "Respondent") shall answer the grievance (the "Answer") in writing by certified mail or personal delivery to the grievant and the NHLPA within thirty (30) calendar days of receipt of the grievance. The Answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth the reasons why the Respondent believes the grievance should be denied. Once the Answer is filed, the NHLPA shall promptly provide the Arbitrator with copies of the grievance and the Answer and all other relevant documents. If an Answer is not filed within this time limit, the Arbitrator, in his discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

**D. Arbitrator**

The NHLPA shall appoint a panel of at least three (3) skilled, experienced and impartial persons to serve as single Arbitrators for all disputes arising hereunder. Each panel member shall be appointed for a one (1) year term which shall be automatically renewed from year to year unless the member resigns or is discharged by the NHLPA. The NHLPA may discharge a panel member at the conclusion of a one (1) year term by serving written notice upon him on or before the expiry of the term. The panel member so discharged shall render decisions in all cases he previously heard but will hear no further cases. The NHLPA shall thereupon select a successor panel member. If there is an interim period between the discharge of the panel member and the selection of a successor panel member, an Arbitrator shall be selected on a case by case basis under the Voluntary Labor Tribunal Rules of the American Arbitration Association then in effect.

The panel members shall hear disputes on a rotating basis. The NHLPA shall assign the dispute to the next panel member in the rotation at the time the Grievance is received by the NHLPA.

**E. Hearing**

The Arbitrator shall schedule a hearing on the dispute in Toronto or such other city as is mutually agreeable. At such hearing, the parties may appear in person or by counsel or other representative. The parties to the dispute will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable, the witness' testimony may, in the discretion of the Arbitrator, be taken by telephone conference call.

Within thirty (30) days after the close of the hearing, the Arbitrator shall issue a written award. The Arbitrator will not have the authority to add to, subtract from, or alter in any way the provisions of these Regulations. The award shall constitute full, final and complete resolution of the grievance, and will be binding upon the parties involved and there shall be no right for any party to appeal or seek judicial review therefrom.

If the Arbitrator grants a money award, it shall be paid within thirty (30) days. The Arbitrator may award interest in his discretion.

**F. Telephone Conference**

Any hearing conducted pursuant to the provisions of this section in which the amount in dispute is less than \$20,000 shall be conducted via telephone conference call if all parties concur or if so ordered by the Arbitrator upon the request of one of the parties.

**G. Evidence Regarding Compromise**

The parties to disputes should have the freedom to explore compromise or settlement and to assess the possibilities for resolving contested matters. Accordingly, all evidence of statements or conduct made in compromise or settlement negotiations is not admissible.

**H. Costs**

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne equally between the parties to the grievance provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if he deems a party's position in the case to be frivolous and/or totally without merit or if a party or his counsel has engaged in misconduct in the presentation of the case.

**I. Time Limits**

The time limits of this section may be extended only by written agreement of the parties.



## **SECTION 6: AGENT DISCIPLINE**

### **A. Discipline**

In addition to performing, reviewing and acting upon all Applications for Certification, the NHLPA shall have the authority and responsibility of initiating and then presenting disciplinary cases against agents who engage in prohibited conduct as defined in Section 3 of these Regulations. In carrying out this function the NHLPA also will have the assistance of its outside legal counsel.

### **B. Complaint**

Disciplinary proceedings against any certified agent shall be initiated by the filing of a written complaint (the "Complaint") against the agent. Such complaint may be based upon information received by the NHLPA from any person having knowledge of the action or conduct of the agent in question. The Complaint shall be sent to the agent by prepaid certified mail addressed to the agent's business office, or may be hand-delivered to the agent personally at his business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the NHLPA within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information sufficient to create reasonable cause became known or reasonably should have become known to the NHLPA, whichever is later. The filing deadline for initiating a Complaint arising out of the facts of a Section 5 grievance or any other litigation shall be extended to one year from the date of the Arbitrator's final decision in the Section 5 grievance or the final decision in such other litigation.

### **C. Answer**

The agent against whom the Complaint has been filed shall have thirty (30) days in which to file a written answer (the "Answer") to the Complaint. Such Answer shall be sent by prepaid certified mail to the offices of the NHLPA. The Answer must admit or deny the facts alleged in the Complaint, and shall also assert any facts or arguments which the agent wishes to state in his defense. Failure to timely answer shall be deemed an admission.

### **D. Proposed Disciplinary Action**

Within thirty (30) days after receipt of the Answer, the NHLPA shall inform the agent in writing by prepaid certified mail of the nature of the discipline, if any, which the NHLPA proposes to impose, which discipline may include one or more of the following:

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- (1) Issuance by the NHLPA of an informal order of reprimand to be retained in the agent's file at the NHLPA's offices;
- (2) Issuance of a formal letter of reprimand which may be made public in NHLPA communications and other media;
- (3) Issuance of a fine that will be payable to a charitable organization selected by the NHLPA;
- (4) Suspension of an agent's certified status for a specified period of time during which he shall be prohibited from representing the NHLPA in conducting individual contract negotiations for any NHL player or assisting in or advising with respect to such negotiations; and
- (5) Revocation of the agent's certification with or without the right to reapply after a specified period of time.

In the case of suspension or revocation of an agent's certification the NHLPA may, as a condition of the expiry of the suspension or the right to reapply, require the agent to reimburse the NHLPA for all expenses, including attorney fees, incurred in the investigation and prosecution of the Complaint including any Appeal therefrom.

In any circumstance where the NHLPA's investigation discloses that an agent's conduct is of such a serious nature as to justify immediately suspending or revoking his certification, the NHLPA is authorized to impose such action immediately.

**E. Appeal**

Any agent who has been denied certification, or who has been suspended, had his certification revoked or other discipline proposed under this section may appeal the NHLPA's action to the Arbitrator by filing by prepaid certified mail a written Notice of Appeal upon the NHLPA and the Arbitrator within thirty (30) days following his receipt of notification of the proposed action.

Within thirty (30) days of receipt of the Notice of Appeal, the Arbitrator shall set a time and place for a hearing on the Appeal. The failure of an agent to file a timely appeal shall be deemed to constitute an acceptance of the NHLPA's action or proposed action.

The appeal to arbitration shall constitute the exclusive method of challenging any denial of certification or any proposed discipline and there shall be no right for any party to appeal or seek judicial review of the arbitrator's decision.

**F. Arbitrator**

The Arbitrator assigned to hear the appeal under this section shall be the next panel member in the rotation (at the time the Notice of Appeal is received by the NHLPA) from the same panel of Arbitrators referred to in Section 5, unless such panel member has previously heard a grievance under Section 5 involving the same agent and the same factual circumstances which are the subject of the disciplinary action herein (a “Conflict”). In such case, the next panel member in the rotation who does not have a Conflict shall be assigned to hear the appeal. In the event that no panel member is free of a Conflict, an Arbitrator shall be selected to hear the case under the Voluntary Labour Tribunal Rules of the American Arbitration Association then in effect.

**G. Conduct of Hearing**

At the hearing of any Appeal, the NHLPA shall have the burden of proving its allegations by a preponderance of the evidence. The NHLPA and the agent shall be afforded a full opportunity to present, through testimony or otherwise, their relevant evidence pertaining to the action or conduct of the agent alleged to be in violation of the Regulations. All hearings shall be transcribed.

Upon application of one of the parties the Arbitrator shall have the discretion to grant such interim relief and/or make such other interim order as he deems just and necessary in the circumstances.

At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a decision on the Appeal, which decision shall either affirm, vacate or modify the proposed action of the NHLPA. The Arbitrator shall decide two issues: first, whether the evidence supports the finding of the NHLPA that the agent has engaged in or is engaging in prohibited conduct; and second, if so, whether the action proposed by the NHLPA should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator’s opinion and shall be final and binding on all parties and there shall be no right for any party to appeal or seek judicial review therefrom.

**H. Time Limits and Cost**

The time limits of this section may be extended only by written agreement of the parties. Absent an award by the Arbitrator to the contrary, the fees and expenses of the Arbitrator under this section will be paid by the NHLPA and each party will bear the costs of its own witnesses and counsel and any other expenses related to its participation in the proceedings.

**I. Evidence Regarding Compromise**

The parties to disputes should have the freedom to explore compromise or settlement and to assess the possibilities for resolving contested matters. Accordingly, all evidence of statements or conduct made in compromise or settlement negotiations is not admissible.

**SECTION 7: EFFECTIVE DATE AND AMENDMENT**

**A. Effective Date**

These Regulations shall become effective on January 20, 1996.

**B. Amendment**

These Regulations may be amended from time to time by the NHLPA.

**APPENDIX "A"**

**STANDARD PLAYER-AGENT CONTRACT<sup>1</sup>**

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between \_\_\_\_\_ (the "Player")

and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (the "Agent")<sup>2</sup>

and (if applicable)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (the "Guarantor")<sup>3</sup>

**WITNESSETH:**

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

**1. General Principles**

This Agreement is entered into pursuant to and in accordance with the National Hockey League Players' Association (the "NHLPA") Regulations Governing Agent Certification (the

<sup>1</sup> The Standard Player-Agent Contract constitutes "Appendix A" of the NHLPA Regulations concerning Agent Certification, and reflects amendments to the Regulations on September 8, 2008.

<sup>2</sup> A maximum of three (3) agents may personally execute this contract as "Agent". In the alternative, this contract may be executed by one corporation, partnership or other legal entity as "Agent" if a valid reason for doing so is demonstrated to the NHLPA. An agent who is granted NHLPA authority to execute the Standard Player-Agent Contract through a corporation, partnership or other legal entity will be required to personally execute the contract as Guarantor. Where there is more than one agent executing the document as "Agent" all reference to "Agent" herein shall include the plural as required and the document shall be and interpreted accordingly unless the context requires that the singular be used

<sup>3</sup> A maximum of five (5) agents may personally execute this contract as "Guarantor" and only where this contract has been properly executed by a corporation, partnership or other legal entity. Where there is more than one agent executing this contract as a "Guarantor", all reference to "Guarantor" herein shall include the plural as required and the contract shall be read and interpreted accordingly unless the context requires that the singular be used.

“Regulations”) which may be amended from time to time. The Agent (or the Guarantor hereto if the Agent is a business entity) represents that he<sup>4</sup> has read and familiarized himself with the Regulations and has applied for, and received, certification from the NHLPA. The Agent (and Guarantor hereto if the Agent is a business entity) further represents that he acts as a fiduciary on behalf of the Player in performing services pursuant to this Agreement.

## **2. Services**

The Agent is hereby retained by the Player to represent, advise, counsel and assist Player:

- (1) in conducting individual compensation negotiations for the Player’s services with the Player’s NHL club; and
- (2) in maintaining and enforcing the Player’s rights following execution of a contract with the Player’s NHL club.

In performing these services, the Agent agrees to perform in such a manner so as to ensure the effective representation of the Player and to at all times protect the best interests of the Player. The Agent further agrees to comply fully with the Regulations.

It is understood and agreed that the Agent shall not have the authority to bind or commit the Player in any manner without prior written consent of the Player. In no event shall the Agent execute a Player contract for, or on behalf of, the Player.

## **3. Agent Fees**

The Player agrees, subject to the terms and conditions set forth herein, to pay the Agent for services performed the fees set forth in Schedule “A” attached hereto in the manner and at the times referred to therein. The fees to be paid by the Player to the Agent and the due date for payment must be specified in precise terms. For example, if the Agent is to be paid a percentage of the compensation to be received by the Player, the percentage amount(s) must be set forth. Similarly, if an hourly rate has been agreed upon, the dollar rate per hour must be stated and the Agent shall document his services and the time spent therein. Furthermore, it is not sufficient for Schedule “A” to specify when a player will be invoiced for fees without also specifying in Schedule “A” when such invoices are due and payable.

There shall be no entitlement to interest on outstanding fees unless Schedule “A” explicitly provides for same.

The Agent shall not be entitled to receive any fee pursuant to this Agreement until and unless the Player receives the compensation upon which the Agent’s fee is based. If, by way of example, the player is suspended by the league or retires during the term of his Standard Player Contract and does not receive the full amount of his compensation under his Standard Player Contract, the agent shall not be entitled to a fee in respect of the compensation not received. Any portion of a fee based on Player compensation that is unascertainable at the time the Player

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<sup>4</sup> References to “he” or “his” shall apply equally to she/her and it/its (in the case of a corporation, partnership or other legal entity).

contract is executed (e.g. a performance bonus) shall not be collected by the Agent unless or until the Player has received such compensation.

Notwithstanding the foregoing, the Player has the sole discretion to decide that it is in his best interest to pay all or a part of the Agent's fee in advance of the receipt of any compensation for the current season and for any deferred compensation. An agent is authorized to accept advance payment(s) provided that:

- (1) the agreement for advance payment(s) must be in writing and signed by the Player and the Agent;
- (2) the advance payment(s) cannot exceed the fee agreement set forth above;
- (3) any advance payment(s) relating to deferred compensation shall be based upon the present value of that compensation; and
- (4) *in the event that the Player as a result of injury, suspension, retirement, or for any other reason whatsoever does not receive the full amount of the compensation upon which the advance fee payment was based, the Agent shall refund that pro rata portion of the advance fee relating the compensation not received by the Player.*

In no event shall the Agent, accept directly or indirectly, payment of his fee from the Player's club. Further, the amount of the Agent's fee shall not be discussed by the Agent (or the Guarantor hereto if the Agent is a business entity) with, or otherwise disclosed to, the club with whom the Agent is negotiating on behalf of the Player or with any other person whatsoever, nor shall the Agent or Player negotiate or secure an agreement from the club respecting the amount of the Agent's fee.

#### **4. Expenses**

##### **(a) General**

Except as set forth in Schedule "A", all expenses incurred by the Agent in the performance of this Agreement shall be solely the Agent's responsibility and shall not be reimbursable by the Player. In the event that Schedule "A" provides for reimbursement of expenses it shall be limited to expenses actually incurred by the Agent in the performance of this Agreement and further provide that any expense in addition to reasonable charges for photocopying, facsimile, long distance telephone and courier charges must be approved of in advance by the Player to be reimbursable. All reimbursable expenses must be documented by the Agent and the Player agrees to pay such expenses within thirty (30) days of receipt of a detailed itemized statement.

##### **(b) Advisors**

Irrespective of the provisions of subparagraph (a) above, the Agent and Player have set forth on Schedule "A" hereto the names and addresses of all outside advisors, financial or tax consultants, lawyers and other parties who shall perform services in connection with the Agent's

obligations under this Agreement along with the player's obligations, if any, for charges or expenses in connection with said services. Nothing in this subparagraph shall relieve any individual, or derogate from, the certification requirements of Section 1.A of the Regulations.

## **5. Term**

This Agreement shall begin on the date hereof and shall continue in effect only until the expiration date of the Player contract executed pursuant to this Agreement; provided, however, that this Agreement shall immediately terminate:

- (a) *Upon delivery of written notice of termination by one party to the other party.*
- (b) *Upon a Guarantor (if any), ceasing to be employed or retained by, or ceasing to otherwise be affiliated with, the Agent.*
- (c) If an Agent (or a Guarantor hereto if the Agent is a business entity) has his certification suspended or revoked by the NHLPA or if he is otherwise prohibited by the NHLPA from performing the services agreed upon herein.

Provided that any termination shall not affect or limit the liability of the Agent (and the Guarantor hereto if the Agent is a business entity) for any act or omission of the Agent arising prior to the date of such termination.

Upon the Agreement being terminated pursuant to either (a) or (b) of the above provisions, the Agent shall be entitled to be compensated for the reasonable value of the services he had already performed based upon the fee schedule contained in Section 3 above.

Upon the Agreement being terminated pursuant to (c) of the above provisions, the Agent shall forfeit the right to receive any further fees and shall refund a pro rata portion of any advance fee payment received from the player relating to compensation received by the player following the suspension, revocation or other prohibition by the NHLPA.

The Agent acknowledges and agrees that he shall not be entitled to commence negotiating a new Player contract or re-negotiate the Player contract executed pursuant to this Agreement unless the Player and the Agent execute a new form of Player Agent Contract in the form of this Agreement.

## **6. Dispute Resolution**

It is agreed between the Player, Agent and Guarantor (if any) that any and all disputes involving the meaning, interpretation, application or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through binding arbitration as established and set forth in the Regulations. It is further understood and agreed that the NHLPA may participate in any arbitration hearing and present, by testimony or otherwise, any evidence relevant to the dispute.



Such disputes are uniquely internal matters between the Player, Agent and Guarantor (if any). It is agreed that the arbitrator’s award shall constitute a final and binding resolution of the dispute and no party shall have the right to appeal or seek judicial review on any ground.

**7. Disclaimer**

It is understood and acknowledged by the parties that the Player, Agent and Guarantor (if any) have voluntarily entered into this Agreement and it is agreed that the Player, Agent and Guarantor (if any) will save and hold harmless the NHLPA, its officers, employees and representatives (the “Indemnitees”) from any and all liabilities, damages, costs and expenses whatsoever suffered by the Indemnitees or any of them with respect to any matter arising in connection with this Agreement or the representation of the Player by the Agent and Guarantor (if any). Any Indemnitee(s) shall be entitled to enforce the provisions of this indemnity as third party beneficiaries notwithstanding that such Indemnitee(s) are not a party to this agreement.

The Player acknowledges and agrees that he has, by his own choice, selected the Agent to act on his own behalf and has satisfied himself as to the Agent’s ability to do so. Further, the Player agrees that the NHLPA shall not have any liability to the Player by virtue of having certified the Agent, or if the Agent is a business entity, by virtue of the NHLPA having certified the Guarantor.

**8. Notices**

All notices pursuant to this Agreement shall be effective if sent by certified mail, postage prepaid, to the following addresses:

If to the Agent: \_\_\_\_\_  
(and if applicable, the Guarantor) \_\_\_\_\_  
\_\_\_\_\_

If to the Player: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Applicable Legislation**

The Agent, Player and Guarantor (if any) acknowledge that various states of the United States of America and/or Provinces of Canada have promulgated or may promulgate laws governing the relationship between them. Where applicable, such legislation may require that this Agreement contain certain mandatory clauses or provisions. The mandatory clauses or provisions (and only such mandatory clauses and provisions), if applicable to the relationship herein, have been attached hereto as Schedule “B” and form an integral part of this Agreement. In the event that the parties fail to attach such mandatory clauses or provisions, such clauses and provisions shall be deemed to be incorporated into this Agreement and the failure of the Agent

and Guarantor (if any) to incorporate such mandatory clauses or provisions shall not affect the enforceability of this Agreement by the Player.

**10. Entire Agreement**

This Agreement sets forth the entire agreement between the parties, supersedes any and all prior agreements (oral and written) and there are no undisclosed agreements or understandings of any kind. This Agreement cannot be amended or changed orally and any written addenda, amendments or changes shall be effective only to the extent that they are consistent with the terms of this Agreement and the Regulations.

**11. Governing Law**

This Agreement shall be construed, interpreted and enforced according to the laws of the Province of Ontario.

**12. Filing**

This contract should be signed in triplicate. One (1) original copy must be promptly delivered by prepaid certified mail by the Agent to the NHLPA within 90 days of its execution; one (1) original copy must be promptly delivered by the Agent to the Player; and one (1) original copy should be retained by the Agent.

**13. Assignment**

This contract may not be assigned without the express written consent of all parties, which consent may not be unreasonably withheld.

**H. EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement. (print name of each individual signing this contract below the signature line and, if the Agent is a business entity, in addition to the name of the person signing on behalf of the entity identify that person's position or status with the entity.

_____	_____	_____
Witness	Date	Agent
_____	_____	_____
Witness	Date	Agent
_____	_____	_____
Witness	Date	Agent
_____	_____	_____
Witness	Date	Player
_____	_____	_____
Witness	Date	Parent or Guardian (if Player is under 21 years of age)
		_____
		Player's Date of Birth

In the event that the Agent is a corporation, partnership, joint venture or other business entity, the individual player representative must sign the guarantee set forth below.

In consideration of the payment of \$10.00 by Player to the undersigned, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby unconditionally guarantees the due performance of all obligations and covenants of the Agent to the Player under this Agreement.

_____	_____	_____
Witness	Date	Guarantor
_____	_____	_____
Witness	Date	Guarantor
_____	_____	_____
Witness	Date	Guarantor
_____	_____	_____
Witness	Date	Guarantor
_____	_____	_____
Witness	Date	Guarantor

**SCHEDULE "A"**

**EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Schedule "A" to the Standard Player-Agent Contract.

_____ Witness	_____ Date	_____ Agent
_____ Witness	_____ Date	_____ Agent
_____ Witness	_____ Date	_____ Agent
_____ Witness	_____ Date	_____ Player
_____ Witness	_____ Date	_____ Parent or Guardian (if Player is under 21 years of age)
		_____ Player's Date of Birth

In the event that the Agent is a corporation, partnership, joint venture or other business entity, the individual player representative must sign the guarantee set forth below.

In consideration of the payment of \$10.00 by Player to the undersigned, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby unconditionally guarantees the due performance of all obligations and covenants of the Agent to the Player under this Agreement.

_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor
_____ Witness	_____ Date	_____ Guarantor