

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE NATIONAL WOMEN'S SOCCER LEAGUE PLAYERS ASSOCIATION**

**AND**

**NATIONAL WOMEN'S SOCCER LEAGUE**

**Ratified: January 31, 2022**

**Executed: April 29, 2022**

**Term: February 1, 2022 – December 31, 2026**

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## ARTICLE 1 - RECOGNITION

The NWSL recognizes the NWSLPA as the exclusive collective bargaining representative with regard to the terms and conditions of employment for all persons employed by NWSL as professional soccer players who have a current Standard Player Agreement (“Players”), and those who may become so employed during the term of this Agreement or any extension thereof who fall within one of the following categories: (a) persons who have been previously employed by NWSL who are seeking employment with NWSL and are invited to train with a Team; (b) persons selected in each year’s NWSL Draft; and (c) persons who registered for the Entry Draft but were not drafted who are seeking employment with NWSL and who are invited to train with a Team. The NWSL and the NWSLPA agree that such persons and the NWSL and/or NWSL Teams may, on an individual basis, bargain with respect to and agree upon the provisions of Player Standard Player Agreements (“SPAs”) consistent with this Agreement.

## ARTICLE 2 – DURATION

This Agreement shall be effective from February 1, 2022 and shall continue in full force and effect through December 31, 2026, and shall remain in effect from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to December 31, 2026 (or of December 31 of any subsequent year thereafter) of its intent to terminate or modify the Agreement.

In accordance with existing law, this Agreement shall be binding upon and inure to the benefit of NWSL, NWSL Teams, the NWSLPA, and all Players covered by this Agreement.

## ARTICLE 3 – DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- (a) “45-Day Disabled List” shall mean a record of a Team’s Players who are seriously injured and unable to participate in soccer activities for a minimum of forty-five (45) days but are allowed to return to participation after forty-five (45) days have elapsed.
- (b) “Agreement” or “CBA” shall mean this Collective Bargaining Agreement in effect between the NWSL and the NWSLPA as of the Effective Date.
- (c) “All-Star Game” shall have the meaning set forth in **Article 23**.
- (d) “Challenge Cup” shall mean a tournament-style competition organized by the NWSL and held during the League Year.
- (e) “Close Family” shall mean a spouse or partner, parent, sibling, grandparent, child, and/or grandchild.
- (f) “Commercial Appearance” shall mean an appearance in which the primary purpose is to promote a commercial affiliate or commercial enterprise other than NWSL or its teams.
- (g) “Commissioner” shall mean any Commissioner or other designee as appointed by the NWSL Board of Governors.
- (h) “CONCACAF” shall mean the Confederation of North, Central American and Caribbean Association Football.
- (i) “Concussion Protocol” shall mean the U.S. Soccer National Teams Concussion Evaluation and Management Protocols.
- (j) “Discovery Eligible” shall mean a player who may be added to a Team’s Discovery List in accordance with **Section 13.9** of this Agreement.

- (k) “Discovery List” shall mean a list of players identified by a Team and maintained by NWSL whose rights are not currently held by another Team, which provides that Team with certain rights regarding those players, in accordance with **Section 13.9** of this Agreement.
- (l) “Disciplinary Committee” shall mean the committee established by the NWSL to administer discipline, in accordance with **Article 18** of this Agreement.
- (m) “Entry Draft” shall mean a draft conducted by NWSL for the purposes of assigning the rights of players who have not previously played in the NWSL to Teams.
- (n) “Exhibition Game” shall mean any non-Regular Season Game, non-Challenge Cup, or non-Playoff Game between two (2) Teams, or between a Team and a non-NWSL team, which is broadcasted, promoted, and/or generates revenue.
- (o) “Expansion Draft” shall mean a draft conducted by NWSL due to the addition of a Team or Teams to the NWSL who will be participating in the NWSL the following season.
- (p) “FIFA” shall mean the Federation Internationale de Football Association, the governing body for soccer internationally.
- (q) “Free Agency” shall mean a Player’s ability to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, regardless of which Team then-currently holds such Player’s rights.
- (r) “Grievance” shall mean any dispute involving the interpretation or application of or compliance with any written agreement between the NWSL and the NWSLPA or between a Player and the NWSL, in accordance with **Article 18**.
- (s) “Group Rights” shall mean the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context, in accordance with **Article 20**.
- (t) “Guaranteed SPA” shall mean a Standard Player Agreement in which the NWSL may not terminate the SPA prior to the end of its term because of the quality of the Player’s on-field performance, or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player’s employment as an NWSL Player.
- (u) “Home Grown Player” shall mean a youth player who was developed by a Team prior to becoming a professional soccer player with the NWSL.
- (v) “Injury” shall mean physical harm or damage sustained by the body.
- (w) “In-Season Break” shall mean a one (1) week break in the match calendar between June 1 and September 1.
- (x) “League” or “NWSL” shall mean the National Women’s Soccer League, a professional soccer league presently operating in the United States.
- (y) “League Season” or “Season” shall mean the period in any year commencing with the first date of Pre-Season and ending on the date of the NWSL championship game.
- (z) “League Year” shall mean the period that begins the day after the NWSL Championship and lasts through the day of the following NWSL Championship.
- (aa) “Licensed Merchandise” shall mean any commercial good or product, such as trading cards, video or digital games, clothing, apparel, toys, cards, collectibles, and any other consumer goods, on or in which a Player’s Likeness is depicted, incorporated, or otherwise used pursuant to a license with a third party.

- (bb) “Medical Director” shall mean the physician whose services are secured by the NWSL whose primary responsibility is to advise NWSL on health and safety issues.
- (cc) “National Team” shall mean the selected group of players who represent a national association or federation internationally, rather than a particular NWSL Team.
- (dd) “NWSL Service Year” shall mean what a Player is credited with at the end of the League Season if they are on the roster of a Team in the NWSL at any time during that League Season, including all League Seasons prior to the effective date of this Agreement.
- (ee) “NWSLPA” shall mean the National Women’s Soccer League Players Association.
- (ff) “NWSL Game” shall mean Regular Season, Post-Season, Exhibition, Challenge Cup, and any tournament games, but does not include any All-Star game, Pre-season exhibition games, or other scrimmages.
- (gg) “Off-Season” shall mean the period that starts the day after the NWSL Championship and continues until the date prior to the start of Preseason.
- (hh) “Panel Physician” shall mean a physician from a panel of physicians mutually-selected by the NWSL and NWSLPA, all of whom specialize or are otherwise certified in sports medicine, in accordance with **Article 11**.
- (ii) “Player” (with a capital P) shall mean all persons employed by NWSL as professional soccer players who have a current Standard Player Agreement.
- (jj) “Player-Agent” shall mean an agent designated by a player to assist in the negotiation of salary and/or additional benefits, in accordance with **Section 7.2**.
- (kk) “Player Council” shall have the meaning set forth in **Article 19**.
- (ll) “Player Likeness” shall mean a Player’s: (i) name, nickname, initials; (ii) autograph/signature or facsimile thereof; (iii) voice; (iv) image, picture, video, photograph, portrait or performance (whether such image, picture video, photograph, portrait or performance is still, motion, video, digital, or any other medium now known or hereafter devised or developed); (v) likeness, including by or through any form of animation, or digital likeness; (vi) identifiable features, marks, attributes and characteristics or any colorable imitation or adaptation thereof, including signature tattoos or body markings, signature actions/celebrations; (vii) to the extent they have rights therein, biographical data; and/or (viii) individually identifiable biometric and performance data.
- (mm) “Playoff” shall mean games scheduled by the NWSL after the Regular Season to determine the season champion, this includes the NWSL Championship.
- (nn) “Post-Season” shall mean the part of the League Season following the conclusion of the Regular Season that includes the NWSL Playoff.
- (oo) “Per Diem” shall mean pay provided to a Player for meals while the Player is on an NWSL road trip or otherwise traveling for NWSL-required activities, in accordance with **Section 8.5**.
- (pp) “Pre-Competition Medical Assessment,” “PCMA,” “Entry Physical,” or “Entry Medical” shall mean a comprehensive assessment prior to participating in training or games conducted either at the start of the NWSL Season, or later, if the Player joins NWSL after the season start, in accordance with **Article 11.1**.
- (qq) “Pre-Season” shall mean the period from the Pre-Season Start Date until the Roster Compliance Date.



- (rr) “Promotional Appearance” shall mean any public or community appearance by a Player that promotes the NWSL, an NWSL Team, any NWSL Game, or the sport of soccer and which is not a Commercial Appearance, in accordance with **Article 22**.
- (ss) “Regular Season” shall mean the period between Preseason and the Post-Season, with the exception of the Challenge Cup.
- (tt) “Restricted Free Agency” shall mean a Player’s ability to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then-currently holds such Player’s rights, but only after the Player’s current Team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus, and duration.
- (uu) “Review Committee” shall mean the five (5) person committee comprised of two (2) appointees of the Commissioner, two (2) retired NWSL Players who did not play for the same Team at the time of their departure from the NWSL and who are appointed by the NWSLPA, and a current or former referee who is or was affiliated with the Professional Referee Organization (“PRO”) and who will not officiate NWSL matches during the current NWSL regular Season that reviews discipline for on-field conduct administered by the Disciplinary Committee, in accordance with **Section 18.3**.
- (vv) “Road Trip” shall mean any travel by Player(s) or the Player(s) of a Team outside of their Team’s city for a game, training, promotional work, or any other NWSL business.
- (ww) “Roster” shall mean the list of Players whose rights are currently assigned to a Team and who are signed to an SPA with the NWSL. For purposes of counting Players on a Roster for compliance with minimum and maximum Roster size, Players in the following categories at the time the count is conducted will not be included: (1) Players on the Season Ending Disability list; (2) Players on 45-day disabled list; (3) Players on parental leave or who are utilizing pregnancy benefits; (4) Players on Player-Elected Leave, and/or (5) Players on mental health leave. For purposes of Service Year credit, Players are considered to have been on a Roster if their rights are assigned to a Team and they are signed to an SPA with the NWSL at any time during that League Season, except for those Players on Player-Elected Leave or who have been loaned out of the NWSL for the entirety of that period.
- (xx) “Roster Compliance” shall mean the period in which a Team’s Roster must meet all applicable rules.
- (yy) “Roster Freeze” shall mean the date after which Teams may no longer waive Players or add Players to their Roster (except for Goalkeeper or National Team Replacement Players or Players returning from the 45-day Disabled List or Season-Ending Injury List).
- (zz) “Salary” shall mean the annual base compensation paid to a Player, excluding bonuses and other incentive compensation/benefits.
- (aaa) “Season-Ending Disability List” shall mean a record of a Team’s Players who are likely unable to return during the remainder of the League Season due to a medical condition, except as otherwise permitted by League policy
- (bbb) “Semi-Guaranteed SPA” shall mean a Standard Player Agreement in which NWSL may terminate the SPA prior to the end of its term because of the quality of the Player’s on-field performance, provided NWSL does so prior to the Roster Freeze Date, or after the end of the Regular Season, whichever occurs sooner, in the applicable League Year.

- (ccc) “Signing Window” shall mean the period after a Team acquires a player’s rights via the Entry Draft during which the Team must either offer the player an SPA, trade the player’s rights to another Team, or waive the player’s rights, in accordance with **Section 13.7**.
- (ddd) “SPA Schedule” shall mean the schedule attached to the Standard Player Agreement, Exhibit 1 to this Agreement.
- (eee) “Standard Player Agreement” or “SPA” shall mean the contract between the NWSL and any bargaining unit member represented by the NWSLPA. The Standard Player Agreement is attached to this Agreement as Exhibit 1.
- (fff) “Team” shall mean a Team participating in the NWSL. Where appropriate, such term shall be deemed to include a reference to the Team Operator of such Team.
- (ggg) “Trialist” shall mean a soccer player who is not currently employed by NWSL, but who is currently seeking employment as a professional soccer player with NWSL, and who is training with a Team during the term of this Agreement.
- (hhh) “USSF” or “U.S. Soccer” shall mean the United States Soccer Federation.
- (iii) “Vacation” or “Time Off” shall mean time when the NWSL and its Teams may not require work from any Player, in accordance with **Article 10**.
- (jjj) “Waiver Wire” shall mean a listing of Players whose Rights have been relinquished by the Team that held them and who are eligible to be claimed by other Teams for a twenty-four (24) hour period.
- (kkk) “Workers’ Compensation policy” or “WC policy” shall mean the NWSL workers’ compensation policy.

#### **ARTICLE 4 - UNION ACCESS**

Each year, appropriate staff members of the NWSLPA shall be given stadium and locker room passes for Pre-Season, Regular Season, Post-Season, and any exhibition games. The NWSLPA may hold meetings with the Players of each Team, provided that an authorized representative of the Team has approved the arrangements for any meeting occurring on Team property. It is understood that the NWSLPA has the right to hold at least three (3) such meetings on Team owned or controlled property each year, including one during a Team’s Pre-Season training camp, and that approval for additional NWSLPA meetings on Team owned or controlled property shall not be unreasonably withheld, conditioned, or delayed. It is understood and agreed, however, that no such meetings shall take place during regularly scheduled Team practices or training. Additionally, such meetings shall only take place on a match day under exigent circumstances, and with the approval of NWSL.

#### **ARTICLE 5 – UNION SECURITY**

**Section 5.1 – Membership:** Every Player has the option of joining or not joining the NWSLPA; provided, however, that as a condition of employment for the duration of this Agreement and wherever and whenever legal (in accordance with applicable states’ right to work laws):

- a) Any Player who is or later becomes a member in good standing, as defined in the NWSLPA Bylaws, must maintain their membership in good standing in the NWSLPA; and

- b) Any Player who is not a member in good standing of the NWSLPA must, on the later of the thirtieth (30th) day following the ratification of this Agreement or the beginning of the Player's employment with the NWSL, pay, pursuant to **Section 5.2**, below, an annual fair share fee in the same amount as the periodic dues, in any state where such fee may be lawfully assessed.

**Section 5.2 – Check-Off:** The NWSL will deduct, monthly, from the salary (base compensation) of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the NWSLPA. The NWSLPA shall advise NWSL in writing as to any changes to the amount of periodic dues at least thirty (30) days in advance of the effective date of such changes in the amount to be deducted. NWSL shall forward the check-off monies to the NWSLPA monthly by electronic transfer, with a ledger identifying the sources of the monies, within five (5) business days of each monthly deduction. Each dues check-off authorization by a Player shall be in writing and NWSLPA shall advise NWSL of the revocation of any authorization.

**Section 5.3 – Enforcement:** If a Player in a non-right to work state has not paid dues, or the equivalent service fee in violation of **Section 5.1** above, the NWSLPA will notify the NWSL and will raise the matter for discussion with the Player. If there is no resolution of the matter within seven (7) days, then, upon written request of the NWSLPA, the Player(s) shall be terminated.

**Section 5.4 – Indemnification:** NWSLPA shall indemnify NWSL and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by NWSL for the purpose of complying with the foregoing provisions.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

**Section 6.1** – Except as limited elsewhere by an express provision of this Agreement or by operation of law, NWSL maintains and reserves the right to manage and direct its operations in any manner whatsoever, including, but not limited to, the exclusive direction and control of its Teams. NWSL further has and maintains the exclusive right to take any action it deems appropriate in the management of its business, at any time, including but not limited to the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, sell, locate, or move and to determine the manner and the rules by which the Teams and the Players shall play soccer.

**Section 6.2** – All of the rights which were inherent in NWSL or incident to the management thereof, which existed prior to the selection of the NWSLPA as exclusive bargaining representative by the Players and which are not expressly curtailed or contracted away by a specific provision of this Agreement, including SPAs entered into following this Agreement, are retained solely by NWSL. As such, NWSL may take any action not in conflict with any express provision of this Agreement, any SPA, or any applicable law in the exercise of its management rights. Such rights include but are not limited to establishing, enforcing, amending, implementing, or terminating Competition Manuals, Operations Manuals, or other rules, policies, guidelines, or practices, not in conflict with express provisions of this Agreement, including, but not limited to the establishment, termination, and definitions of and amendments to player classifications and categories; determining possible sources of NWSL players and rules and procedures governing their assignment to NWSL Teams; determining roster size and roster composition, including the number of individuals within any classification or category;

maintaining, modifying, or implementing Home Grown Player/Player development, draft, discovery, trade, transfer, loan, lottery, and registration rules and processes; determining competition calendar dates (including, but not limited to, waiver dates, draft dates, and discovery dates), off-season training, competitions, and tours; determining game format and playing rules; determining play-off format, including but not limited to the number of games, the number and identity of participating Teams, eligibility for post-season participation, post-season competition rules, All-Star game format, if any, and rosters; use of wearable technology and tracking Player statistics; creating, maintaining, eliminating, or revising League/Team awards; adding, subtracting, or relocating Teams; determining location of play or practice facilities; determining on-field equipment and uniforms and regulations relating thereto; establishing, maintaining, modifying, or discontinuing health and safety protocols; and determining Player and Team salary budgets.

However, before deciding to implement a new drug and alcohol policy, the NWSL shall notify the NWSLPA. If the NWSLPA demands bargaining over such drug and alcohol policy, then the parties shall negotiate in good faith over the proposed policy, but implementation shall not be delayed beyond sixty (60) days. Additionally, before implementing any changes to the NWSL or a Team's infectious disease protocols, the NWSL shall notify the NWSLPA and, upon request, the parties will promptly discuss the proposed changes. Implementation of any changes, however, shall not be delayed by more than three (3) days from notification to the NWSLPA.

Should the NWSL deem it appropriate, the NWSL shall have the right to implement a mandatory COVID-19 vaccination policy. The NWSL will negotiate in good faith with the NWSLPA over the effects of such a policy implementation, but implementation shall not be delayed beyond thirty (30) days.

**Section 6.3** – The parties further recognize that certain governing bodies have rights affecting the conduct of NWSL's business, and that NWSL may implement mandatory dictates from such governing bodies without bargaining over the decision to implement such mandatory dictates. If such a mandatory dictate would result in (a) a change in a Player benefit under an express provision of this Agreement; or (b) the adoption of a rule or regulation which would change a Player benefit under an express provision of this Agreement or impose an obligation upon the Players that conflicts with an express provision of this Agreement, NWSL and the NWSLPA shall bargain in good faith over the effects of the implementation of such a mandatory dictate.

**Section 6.4** – The rights, powers, and authority of management specifically mentioned in this Agreement are not intended as limitations, and do not list or limit all such rights, powers, and authority reserved and retained by the NWSL. Furthermore, NWSL's failure to exercise any right hereby reserved to it, or its exercise of any right in any particular way, or its failure to exercise its full right of management or its exclusive discretion on any matter, shall not constitute a waiver by NWSL of any such right or preclude NWSL from exercising the same right to its fullest extent at a later date and/or in some other way not in conflict with the specific, express terms of this Agreement.

## ARTICLE 7 – STANDARD PLAYER AGREEMENT

**Section 7.1 – Form:** All Players will execute a SPA, in a standard form agreed to by the Parties, which shall be attached to this Agreement as Exhibit 1. No individual agreement concerning a Player’s terms and conditions of employment shall be made valid unless it is between a Player and the NWSL, signed by each party, and contained in an NWSL SPA. NWSL shall provide electronic copies of all executed SPAs, or any part thereof, if executed at different times, as well as any other documents signed by any Player and the NWSL, to the NWSLPA within seven (7) days of their execution.

NWSL will maintain Spanish, French, Portuguese, Japanese, and Chinese translations of the form SPA referenced in **Section 7.1**, above. In all cases of translation, the English-language version of the SPA shall control.

All SPAs, and/or any and all other agreements between NWSL and Players that were entered into prior to the effective date of this Agreement, shall remain in full force and effect for their stated terms, except that those SPAs or other agreements shall be deemed amended to comply with the terms of this Agreement.

**Section 7.2 – Player-Agents and Agent Certification:** A player may designate an agent to act on their behalf, or to assist the player in the negotiation of salary and/or additional benefits to be included in the player’s SPA.

If a player is contacted by a Team and the Team is notified that the player has designated a player agent (or agents) to act on the player’s behalf for the purposes described in this Section, NWSL may not negotiate or attempt to negotiate an individual salary and/or additional benefits to be included in an SPA for such player with any player agent(s) other than such designated player agent(s).

During the term of this Agreement, if the NWSLPA seeks to develop a player agent certification program, the NWSL will meet to negotiate the terms of the program.

**Section 7.3 – Default:** A Player may terminate their SPA upon fourteen (14) days’ written notice via email to NWSL (with copy to the General Manager of the Player’s Team), and the NWSLPA, if: (i) NWSL defaults in its obligation to pay any compensation in excess of three hundred dollars (\$300) owed to the Player in the SPA, or fails to perform any other material obligation agreed to be performed by NWSL under the SPA; and (ii) NWSL fails to substantially remedy such default within fourteen (14) days. Alternatively, the Player may choose not to terminate their SPA and NWSLPA may grieve any alleged failure on the part of NWSL pursuant to its SPA obligations with a Player.

**Section 7.4 – Guaranteed SPAs:** A Player and the NWSL and/or Team may agree that a Player’s SPA is “Guaranteed” in the Player’s SPA Schedule. A “Guaranteed SPA” is one in which NWSL and/or the Team may not terminate the SPA prior to the end of its term because of the quality of the Player’s on-field performance or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player’s employment as an NWSL Player. Nothing in this Section shall prevent the NWSL and/or Team from terminating a Guaranteed SPA prior to the end of its term for any reason other than those delineated above in this Section and consistent with this Agreement. SPAs set to expire at the end of that calendar

year may be terminated as part of the end of season waiver process and will be paid through the end of that calendar year.

**Section 7.5 – Semi-Guaranteed SPAs:** All other SPAs are “Semi-Guaranteed.” A “Semi-Guaranteed SPA” is one in which NWSL and/or the applicable Team may terminate the SPA prior to the end of its term because of the quality of the Player’s on-field performance, provided NWSL does so prior to the Roster Freeze Date, or the end of the Regular Season, whichever occurs sooner, in the applicable League Year. Consistent with **Article 11** of this Agreement, NWSL may not terminate a Semi-Guaranteed Contract for a Player not fit to play or train as a direct result of an injury sustained during the course and scope of the Player’s employment as an NWSL Player. If a Semi-Guaranteed SPA is not terminated prior to the Roster Freeze Date or the end of the Regular Season, whichever occurs sooner in the applicable League Year, it may not be terminated in that League Year. Nothing in this Section shall prevent the NWSL and/or Team from terminating a Semi-Guaranteed SPA prior to the end of its term for any reason other than those delineated above in this Section and consistent with this Agreement. SPAs set to expire at the end of that calendar year may be terminated as part of the end of season waiver process and will be paid through the end of that calendar year.

**Severance Pay for Semi-Guaranteed SPA:** A Player whose Semi-Guaranteed SPA is terminated prior to the end of the term of the SPA for reasons other than misconduct, and who is not claimed by any Team via the Waiver Wire within twenty-four (24) hours of being added, shall receive severance pay in the equivalent of four (4) weeks of their base salary. Additionally, the Player may elect to continue to reside in Team housing for a period up to thirty (30) days following termination of their SPA or continue to receive a housing stipend for a period of up to thirty (30) days following termination of the Player’s SPA, depending on which housing option the Player was previously utilizing consistent with **Article 9**. If a Player whose SPA was terminated prior to the end of its term for reasons other than gross misconduct elects COBRA, the NWSL will assume responsibility for payment of the COBRA premium for the first month of such coverage.

**Section 7.6 – COBRA:** If a Player’s SPA terminates or expires for any reason, including for misconduct other than gross misconduct, and the individual is no longer employed by the NWSL, the Player shall become eligible to elect continuation coverage under COBRA, in accordance with applicable law. Except as provided in **Section 7.5**, the Player will be responsible for payment of the COBRA premium.

**Section 7.7 – Minimum Length of SPA/Other Types of SPA:** Unless terminated consistent with the SPA and this Agreement, a Player’s SPA will have a term that ends no sooner than December 31 of the calendar year in which the SPA commences. The current exceptions are the following categories of short-term contracts: National Team Replacement, Season-Ending Injury, Short-Term Injury, Goalkeeper Replacement, or loaned Player contracts. The terms of all short-term contracts must otherwise comply with this Agreement. Short-term contracts may be Guaranteed or Semi-Guaranteed, as designated in the relevant SPA. If NWSL seeks to add another category of short-term contracts, it will notify the NWSLPA, provide the reason(s) therefore, receive any input from the NWSLPA, and negotiate any effects of adding an additional category of short-term contracts.

**ARTICLE 8 – PLAYER SALARIES AND PLAYER-RELATED EXPENSES**

**Section 8.1 – Minimum Salary:** For a Player employed by the NWSL, the minimum annual base salary (excluding bonuses and other incentive compensation/benefits) shall be as follows:

- 2022 \$35,000
- 2023 \$36,400
- 2024 \$37,856
- 2025 \$39,370
- 2026 \$40,945

For Players who are currently above the 2021 minimum salary of \$22,000, they will be increased for 2022 a minimum of the below increase amount based on their 2021 salary. For Players who did not have an SPA in 2021, they will have a salary no lower than \$35,000 beginning in 2022.

<b>NWSL Player Salaries</b>	
<b>2021 Range</b>	<b>\$ increase for 2022</b>
<b>\$22,000 - \$22,999</b>	\$13,000
<b>\$23,000- \$23,999</b>	\$12,600
<b>\$24,000- \$24,999</b>	\$12,200
<b>\$25,000- \$25,999</b>	\$11,800
<b>\$26,000- \$26,999</b>	\$11,400
<b>\$27,000- \$27,999</b>	\$11,000
<b>\$28,000- \$28,999</b>	\$10,600
<b>\$29,000- \$29,999</b>	\$10,200
<b>\$30,000 - \$30,999</b>	\$9,800
<b>\$31,000- \$31,999</b>	\$9,400
<b>\$32,000- \$32,999</b>	\$9,000
<b>\$33,000- \$33,999</b>	\$8,600
<b>\$34,000- \$34,999</b>	\$8,200
<b>\$35,000- \$35,999</b>	\$7,800
<b>\$36,000- \$36,999</b>	\$7,400
<b>\$37,000- \$37,999</b>	\$7,000

<b>\$38,000- \$38,999</b>	\$6,600
<b>\$39,000- \$39,999</b>	\$6,200
<b>\$40,000-\$52,999</b>	\$5,800
<b>\$53,000- \$59,999</b>	\$3,500
<b>\$60,000- \$68,999</b>	\$3,000
<b>\$69,000- \$78,999</b>	\$2,500
<b>\$79,000- \$88,999</b>	\$2,000
<b>\$89,000- \$98,999</b>	\$1,500
<b>\$99,000 or greater</b>	\$1,000

These increases shall be effective January 1, 2022. Any SPAs negotiated for a term beyond 2022 shall provide for an annual increase of base salary from year to year of not less than two and one half (2.5 %) percent per year.

Nothing contained herein shall be deemed to prevent the NWSL and a Player from negotiating a higher salary in the Player’s SPA, or from allowing NWSL to provide additional, one-off compensation pursuant to sponsorship arrangements. Further, nothing contained herein will reduce any higher compensation included in any SPA existing at the time of the effective date of this Agreement.

The NWSL agrees that a Player’s salary shall not be disclosed to third parties by the NWSL or its Teams without the prior, written consent of the NWSLPA (unless required by law).

Payment of Player salaries shall be in consecutive monthly installments (unless greater frequency is required by applicable law), and monthly installments shall be prorated for any portion of a month in which the Player is employed by NWSL.

**Section 8.2 – Direct Deposit:** Players may elect to have their paychecks directly deposited at any U.S. financial institution that accepts direct deposit.

**Section 8.3 – League Season:** If NWSL adds NWSL games to the League Season consistent with **Section 27.5**, such that the total number of NWSL games exceeds thirty-eight (38) games, the NWSLPA reserves the right to reopen this Agreement for the sole purpose of negotiating additional compensation for any games added.

**Section 8.4 – Competition Bonuses:** The NWSL shall provide the following minimum performance bonuses to each Player on the applicable Team, which may be funded in whole or in part by sponsors:

NWSL Shield:	\$5,000
NWSL Champion:	\$5,000



NWSL Runner-Up:	\$3,750
NWSL Semi-Finalist:	\$2,500
NWSL Quarterfinalist:	\$1,250
Challenge Cup Champion:	*\$1,000
Challenge Cup Runner-Up:	*\$500

In addition, the following minimum performance bonuses will be provided to the selected Players, which may be funded in whole or in part by sponsors:

Best 11 Award:	\$5,000
Rookie of the Year:	\$5,000
Most Valuable Player	\$5,000
Golden Boot	\$5,000
Defender of the Year	\$5,000
Goalkeeper of the Year	\$5,000
All-Star Bonus	\$2,000 (in accordance with <b>Article 23</b> )

\*Provided the Challenge Cup is held.

Notwithstanding the above, in the event of format changes, NWSL and NWSLPA shall meet and confer concerning amendments to the above bonus schedule. In no event shall the total dollar amount of the bonus pools decrease as a result of format changes.

Separate and apart from the above bonuses, if the NWSL or one of its Teams receives prize money by virtue of a Team’s performance and/or participation in a tournament or Exhibition game (such as one required by USSF, CONCACAF, or FIFA), Players competing in that tournament shall receive fifty percent (50%) of such prize money, up to a maximum of \$500,000 (collectively) per tournament or Exhibition Game.

**Section 8.5 – Per Diem:** Player per diem, while on an NWSL road trip or otherwise traveling for NWSL-required activities, shall be paid at the rates set forth below, for any day in which the Player is fully or partially traveling, and a meal is not provided. If a Player is on the road for less than a full day, the Player shall receive a per diem for all meals during travel and for which a meal has not been provided. Any per diem provided which exceeds the standard IRS rate for the relevant market may be subject to applicable taxes and withholding. For all road trips, the total trip per diem shall be paid in a lump sum no later than the beginning of travel, less the per diem for any meal(s) provided by the Team.

Rates:

2022: (\$21 for breakfast; \$25 for lunch; \$35 for dinner)

2023: (\$21 for breakfast; \$28 for lunch; \$39 for dinner)

2024: (\$22 for breakfast; \$29 for lunch; \$40 for dinner)

2025: (\$23 for breakfast; \$30 for lunch; \$41 for dinner)

2026: (\$24 for breakfast; \$31 for lunch; \$42 for dinner)

**Section 8.6 – Training Meals:** Teams will provide reasonable pre-training and post-training meals.

**Section 8.7 – Travel and Parking:** Each Team shall be responsible for providing travel necessary for its Players in connection with Team or NWSL-required activities or reimburse Players for transportation as set forth below. If Players are required to travel to and from any location in connection with Team travel, the Team will provide either a Team Bus for transport or reimburse the Player for mileage (if such mileage is beyond the Player’s normal travel to the Team’s training facility or primary match venue), parking, or other reasonable transportation costs incurred, with appropriate documentation to be submitted within thirty (30) days of the time of incurring the expense.

Each Team shall provide or arrange for appropriate parking for Players for games and practices, without cost to the Players.

Teams shall designate a practice facility at least forty-five (45) days in advance of the first training session in the Team’s home market. If any Player resides in Team-provided housing more than twenty (20) miles from the training facility, the Player shall be reimbursed for reasonable travel costs over twenty (20) miles incurred traveling to/from the training facility with appropriate documentation to be submitted within thirty (30) days of the time of incurring the expense. For Players not utilizing Team-provided housing, any reimbursement will be capped at what the reimbursement would have been if the Player resided in the Team-provided housing.

**Section 8.8 – Relocation Expenses:** Players shall be reimbursed for reasonable expenses necessarily incurred in relocating to the Player’s new Team market, according to the following terms:

- a) Newly-Signed and Relocating Players shall be entitled to the following:
  - (i) Either reimbursement for up to \$2,500 in reasonable relocation expenses or provided a stipend of \$2,000 at the Player’s option;
  - (ii) Reasonable housing expenses and per diem, at the rates specified in **Section 8.5**, for up to fourteen (14) days, unless Team-provided housing is immediately available;
  - (iii) A rental car for up to ten (10) days (if the Player does not have a driver’s license, reasonable transportation expenses will be reimbursed), unless Team-provided transportation is immediately available, and
  - (iv) Coach airfare for the Player, or if the Player chooses to travel by automobile, reimbursement at the IRS mileage rate, between the Player’s home and the metropolitan area in which the Player’s Team is located.

- (v) Fees up to a maximum of \$5,000 incurred by a Player who is required to break a lease as a part of the Player's relocation, if the Player's movement is at the direction of NWSL.

**Section 8.9 – Pre-Season Training Camp Expenses:** NWSL shall make available housing, which shall comply with **Section 9.5's** housing requirements, and make available either a per diem, at the rates specified in **Section 8.5** or meals, to any Trialist who participates in a Team's Pre-Season training camp who does not have an SPA and who was either: i) drafted or ii) on a Team's roster during a prior season.

**Section 8.10 – Miscellaneous Reimbursements:** Subject to the submission of appropriate expense reports and related receipts within thirty (30) days of incurring the expenses, Players shall be reimbursed for all reasonable out-of-pocket expenses associated with (i) travel to/from medical appointments outside the Team's facility which are required or approved by the NWSL or the Player's Team physician; (ii) any and all media or promotional appearances made by the Player; and/or (iii) any other reasonable expense incurred while performing any Player duty or obligation, that are approved by the Team or the NWSL. Mileage reimbursement for transportation shall be at the current IRS rate.

**Section 8.11 – Reimbursement of Expenses:** With respect to the reimbursement of expenses referenced in this Article, NWSL shall reimburse the Player within thirty (30) days of the Player's timely submission of appropriate documentation, as set forth in this Article.

**Section 8.12 – Salary Cap:** NWSL shall communicate the amount of the annual salary cap, and any salary cap regulations and/or any rules affecting allocation money to the NWSLPA that it determines within five (5) days of communicating such information to the Teams. Nothing in this Section shall be construed to give NWSL the right to limit or reduce compensation or benefits in any other part of this Agreement or any SPA.

**Section 8.13 – Media/Broadcast Profit Sharing:** Beginning in 2023, NWSL shall provide the Executive Director and Executive Committee of the NWSLPA with confidential summary financial information prepared by NWSL and presented to its Board of Governors in the first quarter of the year for the remaining years of this Agreement. The NWSLPA shall rely on the summary financial information prepared by the NWSL and presented to its Board of Governors for determining whether the NWSL is or is not profitable in years 3, 4, or 5 of this Agreement. If the overall business of NWSL becomes profitable in years 3, 4, or 5 of this Agreement, ten percent (10%) of the net media/broadcast revenues from any media/broadcast deals that were in place in the corresponding year, shall go toward Player compensation, as determined by the NWSLPA, after review and input from NWSL. The media/broadcast profit sharing payment shall be limited to the extent such payment would create an overall loss for NWSL. In that case, the payment will be confined to a break even point for NWSL.

For the sake of clarity, if, pursuant to this Section, NWSLPA would be entitled to a payment of one hundred thousand dollars (\$100,000) from any media/broadcast revenues in a given year, but payment of the full one hundred thousand dollars (\$100,000) would cause NWSL to sustain an overall loss in the amount of ten thousand dollars (\$10,000) in that year, then the amount of ninety thousand dollars (\$90,000) would be due and payable to NWSLPA from net media/broadcast revenues.

## ARTICLE 9 – BENEFITS

**Section 9.1 – Health Insurance:** For calendar year 2022, the NWSL shall continue to offer the medical, dental, and vision insurance plans that are currently being offered to Players, at no cost to the Player. Any Player on an NWSL-provided plan shall have the option of adding their dependents (per policy terms and at the Player’s expense) to that plan. Such benefits shall be effective per the terms of the relevant insurance plan(s). Upon request, the NWSL shall provide the NWSLPA and any Player with any applicable summary plan descriptions. The NWSL shall also maintain an Employee Assistance Program through the NWSL’s health insurance network, consistent with **Article 11.11**. NWSL agrees that, upon request, the NWSL will meet to negotiate possible new plans or new terms of health insurance plans with negotiations beginning no later than August 1, 2022. Plans, carriers, or brokers may change from year to year thereafter, but NWSL shall maintain substantially-similar plans.

**Section 9.2 – Life Insurance:** NWSL shall maintain a group life insurance policy providing a face policy amount of at least fifty thousand dollars (\$50,000) per eligible Player, and with access to coverage for such Player’s spouse and dependent children, at the Player’s cost and per the terms of the policy. Beginning in 2022, NWSL shall also maintain an Accidental Death and Dismemberment policy providing benefits of at least fifty thousand dollars (\$50,000) per eligible Player who chooses to participate in the coverage.

**Section 9.3 – Long-Term Disability:** NWSL shall maintain long-term disability insurance benefits for Players pursuant to the terms of the existing plan documents or a substantially similar plan. Premiums for such insurance shall be paid by NWSL.

**Section 9.4 – Workers’ Compensation:** NWSL shall provide workers’ compensation benefits in accordance with applicable statutes, provided that, in any state or province where workers’ compensation coverage is not compulsory, NWSL will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to Players in that state or province.

**Section 9.5 – Housing:** NWSL shall provide Players with the following options with respect to housing in the market of the NWSL Team on which they play:

- a) A Player may opt to stay in Team-provided housing. In all such cases, the NWSL shall provide a Player considering Team-provided housing with the location of the residence in advance; the residence shall have a maximum of three (3) Players and/or Trialists residing in it; and each Player and/or Trialist shall have their own bedroom. For any Player with a child or children residing with them, housing shall consist of at least a two-bedroom unit.
- b) Consistent with the terms of each Player’s SPA, a Player may opt to receive a monthly housing stipend, at the amount equal to one-half of a two (2) bedroom apartment at the rate paid by the Team for Team-provided housing.
- c) Neither NWSL nor any Team may impose restrictions as to who may visit Players in the housing referred to above, even if a Player requests such a restriction.

**Section 9.6 – Automobiles:** Consistent with the terms of each Player’s SPA, NWSL shall provide Players with either:

- a) A Team-provided shared automobile; or
- b) A monthly automobile stipend of one hundred and fifty dollars (\$150) per month.

Trialists may elect to receive a weekly stipend of twenty-five dollars (\$25) for transportation, to be paid monthly.

**Section 9.7 – 401(k) Program:** Beginning within ninety (90) days of the effective date of this Agreement, a 401(k) plan shall be implemented allowing elective deferrals (i.e., Player contributions).

- a) Players will be provided with enrollment information and the documents necessary for enrollment.
- b) Effective as of January 1, 2023, NWSL will make the following employer matching contributions (within IRS limits) to the 401(k) plan account of each Player who enrolls and contributes, based upon the compensation (as defined under the terms of the 401(k) plan) paid to each Player in each pay period:

2023: One hundred percent (100%) of the Player’s elective deferrals up to one and a half percent (1.5%) of the Player’s compensation (as defined under the terms of the 401(k) plan)

2024: One hundred percent (100%) of the Player’s elective deferrals up to one and three quarters percent (1.75%) of the Player’s compensation (as defined under the terms of the 401(k) plan)

2025: One hundred percent (100%) of the Player’s elective deferrals up two percent (2.0%) of the Player’s compensation (as defined under the terms of the 401(k) plan)

2026: One hundred percent (100%) of the Player’s elective deferrals up to two and a half percent (2.5%) of the Player’s compensation (as defined under the terms of the 401(k) plan)

- c) Player contributions and NWSL’s employer contributions shall be one hundred percent (100%) vested at all times.
- d) NWSL will explore implementing a Roth 401(k) plan as an additional option for Players’ elective deferral of income into their 401(k) plan accounts.
- e) NWSL reserves the right (i) to amend the 401(k) plan to satisfy all requirements of applicable law, regulations, and (ii) to modify the terms of the 401(k) plan at its discretion, provided such changes are not inconsistent with this Agreement. All terms and conditions of the Plan, as it may be so modified, will apply to all Players covered by this Agreement.

### **Section 9.8 – Pregnancy Benefit:**

- a) A Player who cannot render the services required in the Player’s SPA as a result of the Player’s pregnancy shall receive one hundred percent (100%) of the base salary that the Player would have received under the Player’s SPA had the Player rendered the required services. The NWSL shall maintain all insurance the Player is entitled to under this Agreement during this period, pursuant to the terms of the plan documents. A Player unable to render services as a result of pregnancy shall provide a physician’s note to the NWSL describing the Player’s limitations.
- b) The Player shall receive the base salary and any NWSL-provided insurance for which they are enrolled in accordance with their SPA, as set forth in the preceding paragraph, for the shorter of: (i) the duration of the Player’s inability to perform services as a result of the Player’s pregnancy; or (ii) the remaining term of the Player’s SPA.

**Section 9.9 – Dependent Care Assistance Program:** Upon hire and/or during annual open enrollment, Players will have the option to enroll in a Dependent Care Flexible Spending Account, a pre-tax benefit used to pay for eligible dependent care services, such as preschool, summer day care, before or after school programs, and child or adult daycare. NWSL shall provide Players with a stipend for eligible dependent care expenses allowable by the IRS up to the IRS maximum in that year.

**Section 9.10 – Nursing:** Upon a Player’s request, NWSL shall ensure that the Player’s Team identifies and makes available (a) accommodations for nursing Players that provide a comfortable, safe, clean, private place that is shielded from view and free from intrusion from others; (b) access to refrigeration for breastmilk; and (c) reasonable opportunities or other breaks for the purpose of pumping breast milk. It is understood that a bathroom is not an acceptable accommodation.

**Section 9.11 – Parental Leave:** Any Player who births or adopts a child during the NWSL League Season shall be entitled to the shorter of (a) up to eight (8) weeks paid at one hundred percent (100%) of the Player’s NWSL base salary (which may be paid in part by an applicable short-term disability policy), or (b) the remaining term of the Player’s SPA (which may be paid in part by an applicable short-term disability policy). Paid leave shall run concurrently with any entitlement to unpaid leave in accordance with applicable federal or state law.

**Section 9.12 – Flexible Spending Account:** NWSL will offer Players the option to enroll in a Flexible Spending Account, a tax-advantaged account to allow Players to use pre-tax dollars to pay for qualified medical expenses such as copayments and deductibles, qualified prescription drugs, and medical devices, per the terms of such plan.

## **ARTICLE 10 – VACATION AND TIME OFF**

**Section 10.1 – Definitions:** “Vacation” or “time off” means the NWSL and its Teams may not require work from any Player during the protected period of time. This includes, but is not limited to training, strength or conditioning, matches, meetings, appearances, or travel. Recognizing that NWSL does not control the international match calendar and does not employ international players in the performance of their respective national team duties, international competitions, national

team training camps or training sessions, and/or other non-NWSL work performed on behalf of a national team, such work may be performed during a Player's NWSL vacation time or time off.

**Section 10.2 – Vacation:** Players shall be entitled to forty-two (42) days' vacation each year (with the vacation year to begin at the start of the Player's season each year) with timing to be approved by NWSL and/or the relevant Team. Such approval shall not be unreasonably withheld. Of these forty-two (42) days, each Player shall have a minimum of thirty-two (32) consecutive days of vacation to be taken during the Player's off-season. Players may also take up to three (3) days of their forty-two (42) days of vacation during the Season ("In-Season vacation"), if mutually agreed upon by the NWSL, the Player's Team, and the Player. Players should make any such requests for in-Season vacation in writing as far in advance as possible of the requested vacation time.

Only Players who are active employees are eligible for vacation.

**Section 10.3 – Time Off:** Teams shall make reasonable efforts to provide Players with at least one (1) day off per week and may not go fourteen (14) consecutive days without providing at least one (1) day off. Teams must provide at least ten (10) days off every ten (10) weeks.

**Section 10.4 – In-Season Break:** Beginning in 2022, NWSL shall schedule a one (1) week in-season break in the match calendar between June 1 and September 1. Players shall receive seven (7) days of vacation during the In-Season break, which shall count toward the forty-two (42) day entitlement.

**Section 10.5 – Bereavement:** In the event there is a death in a Player's Close Family, and the Player attends the funeral service, the Player shall be granted a five (5) day leave of absence with full pay.

The NWSL agrees that any reasonable requests by a Player for bereavement leave beyond that required here shall not be unreasonably denied.

## **ARTICLE 11 – MENTAL HEALTH, PHYSICAL CONDITION, MEDICAL EXAMINATIONS, AND INJURIES**

**Section 11.1 – Entry/Exit Medicals:** All Players must complete a comprehensive Pre-Competition Medical Assessment ("PCMA") prior to participating in training or games (either at the start of the League Season, or later, if the Player joins NWSL after the season start). The PCMA consists of

- Cardiac EKG and possible Echocardiogram
- Orthopedic evaluation
- Physical evaluation
- Concussion baseline and SCAT5
- Blood tests

All Players must complete an exit physical by the end of each NWSL Season (or as soon as practicable thereafter for the two (2) Teams participating in the League Championship) before departure from the Player's Team's market. All entry and exit physicals are to be completed and signed off on by the Team physician(s), unless otherwise agreed by NWSL.

The results of Player medical examinations conducted by the NWSL, including but not limited to pre- and post-Season medical examinations, shall be treated as confidential medical records. The results of Player examinations and tests shall be shared with the Player. The costs of PCMA and exit physicals shall be borne by the Player's Team. In addition to the PCMA and exit physical, Players may also be required to submit, on reasonable dates and times at the expense of NWSL, to reasonable additional medical examinations. NWSL and its Teams shall cooperate with all requests by a Player or former Player for copies of the Player's or former Player's available medical records, including athletic trainers' notes when available, and shall provide such records and notes within a reasonable period of time following the request. When a Player changes Teams within the NWSL, the Player's medical records, including athletic trainers' notes, shall be forwarded to the Player's new Team.

With respect to any PCMA, the NWSL shall provide copies to the NWSLPA of any standard questionnaires or standard written testing protocols used by Team physicians at the direction of the NWSL or by the NWSL.

**Section 11.2 – Sports Psychologists:** NWSL and/or its Teams shall secure the services of a sports psychologist in each Team's market, who will be available to provide clinical sports psychology services to Players during the course of the NWSL Season at no cost to Players.

**Section 11.3. – Allegiance of Team Health Care Professionals:** The primary professional duty of all individual health care professionals secured by the NWSL or Team to provide healthcare to a Player shall be to the Player-patient, regardless of the fact that the healthcare professional or their hospital, clinic, or medical group is retained by the NWSL or the Player's Team to diagnose or treat Players.

**Section 11.4. – Injuries:** Should a Player suffer an injury during the term of the Player's SPA in the performance of their duties under the SPA, the Player shall submit to a medical examination and treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. All Players who sign an SPA are covered under the NWSL workers' compensation ("WC") policy. The WC policy covers injuries sustained during training and games while providing services to NWSL and/or its Teams. Treatment and rehabilitation of such related injuries shall fall under the direction of Team medical staff. Examination and treatment for any such injury shall be paid for by the Team and/or through WC. Further, where the Team physician refers a Player to another medical professional for recommended treatment, the Team shall cover all out-of-pocket medical expenses not covered by the Player's health insurance as well as travel costs resulting from such referral.

In addition to consulting the Team's physician or other professional designated by the Player's Team, a Player may obtain a second opinion from a physician of the Player's choice regarding any diagnosis, recommended treatment or rehabilitation for an injury or perceived injury. It will be the NWSL and/or the Team's responsibility to cover any reasonable expenses incurred in securing a second opinion.

The Team shall make available to any second opinion physician relevant medical information regarding the Player, as authorized in writing by the Player.



Any disagreement regarding diagnosis, recommended treatment, or rehabilitation for the Player's work-related injury between the Player's second opinion physician and the Team physician shall be resolved through the process provided in **Section 11.7**.

**Section 11.5 – Players' Right to a Surgeon of the Player's Choice:** Should a Player suffer an injury during the term of the Player's SPA in the course and scope of their duties under the SPA that requires surgery, the Player may elect to have surgery performed by a surgeon of the Player's own choice and the Player's reasonable and customary costs related to the surgery shall be paid if the surgeon is in the workers' compensation network, the NWSL's health insurance network, or in any other network by which the Player is covered that has a comparable fee schedule to the claim's jurisdiction, or where the provider agrees to a comparable fee schedule to the claim's jurisdiction.

**Section 11.6 – Physical Fitness to Play:** The decision for a Player to train, play, or return to play shall be made by a Team's physician, who may receive input from the Team's health professionals set forth in **Article 16.5**. Such Team physician shall evidence their determination by written correspondence identifying and explaining their determination, which shall be provided to the Player and the Team no later than seventy-two (72) hours after the completion of the examination.

- a) If the Team physician determines that the Player is not fit to play or train (or participate in certain aspects of training) as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player, NWSL shall continue to pay the Player the compensation set forth in the Player's SPA for the term of the SPA, less any workers' compensation or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages.
- b) If the Team physician determines that the Player is fit to play and the Player elects not to play, the review procedure in **Section 11.7** regarding disputes relating to Team physician's determination on fitness will apply. If the Panel Physician determines that the Player is fit to play and the Player continues to elect not to play, the NWSL may suspend compensation under the Player's SPA and/or terminate the SPA.

**Section 11.7 – Procedure for Disputes Relating to Physical Fitness to Play:**

- a) If the Player wishes to contest the determination of the Team physician as to a Player's physical fitness to play, the Player must be examined by the Player's own physician within seven (7) days of receiving the determination of the Team physician, or a later date (but no later than fourteen (14) days after receiving the determination of the Team physician) if the Player's own physician is unavailable. The Player's physician shall provide their written determination on the Player's fitness to play no later than seventy-two (72) hours after completion of the examination.
- b) Should the physician for the Player disagree with the determination of the Team physician, the two (2) physicians shall consult as expeditiously as possible and no later than seventy-two (72) hours (or later where circumstances require additional time) after the Player receives the determination by the Player's physician. The physicians shall evidence the result of their consultation in writing, i.e., whether they agree or disagree as to the relevant fitness to play issue(s), which shall be provided to the Player and the Team no later than forty-eight (48) hours after the consultation.

- c) In the event the Player's physician and the Team physician do not reach agreement as to the Player's fitness to play, the issue shall be reviewed and determined by a physician from a panel of physicians ("Panel Physician") mutually-selected by the NWSL and NWSLPA, all of whom specialize or are otherwise certified in sports medicine within seventy-two (72) hours of receiving the written consultation referenced above.
- d) If requested by the Player or the Panel Physician, the Player shall be examined by the Panel Physician within seven (7) days of their selection. The Panel Physician shall make a determination of the relevant fitness to play issue and evidence such determination in writing, which shall be provided to the Player, the NWSLPA, and the Team no later than forty-eight (48) hours after the completion of the examination.
- e) The determination of the Panel Physician shall be final and binding.

**Section 11.8 – Mental Fitness to Play:** If a licensed psychologist/psychiatrist who is treating the Player provides the Player with a recommendation to take a leave of absence due to a mental health diagnosis, NWSL shall continue to pay the Player the compensation set forth in the Player's SPA for the term of the SPA, or for up to six (6) months, whichever is shorter, less any workers' compensation or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages.

**Section 11.9 – Disclosure of Medical Information:** Neither the NWSL nor any Team, agent, or employee thereof shall disclose or otherwise make public private medical information relating to a Player and/or individually-identifiable fitness information relating to a Player without the Player's prior written consent. However, each Team may make public medical information relating to the Players on its roster, provided that such information relates solely to the reasons why any such Player has not been or is not rendering services as a Player. In addition, nothing in this provision prohibits Team or NWSL agents or employees from sharing medical or fitness information based on a need-to-know capacity for purposes of providing medical assistance, rehabilitation, or training for a Player.

However, a Player or their immediate family (where the Player is incapacitated) shall have the right to approve the substance, terms, and timing of any public release of medical information relating to any injuries or illnesses suffered by a Player that are potentially life or career-threatening, or that do not arise from the Player's participation in NWSL competition.

**Section 11.10 – Physiological Data:** Team staff may collect individually identifiable biometric data and/or conduct physiological testing throughout the League Season and, at other times, in connection with training or matches. Physiological monitoring or testing may yield certain performance or biometric data. "Performance Data" is data related to the Player's movement, including distance, velocity, acceleration, deceleration, change of direction, and any derivative information. "Biometric Data" is data or information collected relating to the Player's biological data, including but not limited to heart rate, heart rate variability, skin temperature, blood oxygen, hydration, lactate, glucose, readiness to play, or any derivative information. The Team may share an individual's data or testing results with the Player, Team coaching staff, and other relevant Team or NWSL personnel for the purpose of monitoring the Player's workload and recovery. NWSL shall provide education to coaches on how to read and analyze the results of such data collection or testing. Individually identifiable biometric data, performance data, and testing results shall not be publicly disseminated or shared with a third party unless consented to by the Player.

The NWSL shall provide copies to the NWSLPA of any such readiness to play questionnaires or surveys, whether hard copy or electronically, used by each Team or the NWSL. Any and all information collected by the Team and/or NWSL through player questionnaires or surveys to determine readiness for play shall not be disseminated except to those with a need-to-know within the Team and/or NWSL.

**11.11 – Employee Assistance Program:** NWSL shall maintain an Employee Assistance Program through the NWSL’s health insurance network. The program shall provide no fewer than three (3) free counseling sessions, whether in-person or virtual, with a licensed professional counselor or therapist. Information on how to access the program shall be shared during annual health insurance open enrollment and during new employee onboarding. Each Team shall also publish a poster in their home locker room explaining the program and how Players may access it.

## **ARTICLE 12 – TRAVEL AND GAME TICKETS**

**Section 12.1 – Mode of Transportation:** Team travel greater than three hundred and fifty (350) miles shall be by air on regular commercial carriers, when reasonably practical. The determination of whether a trip exceeds three hundred and fifty (350) miles shall be measured by the distance between airports of the two (2) cities. When traveling by air on commercial flights, Teams shall use reasonable efforts to fly without connecting flights and shall make reasonable efforts to ensure that all Player seats on such flights are aisle or window seats. In the event total travel time is less via ground transportation than air travel (e.g., due to connections or layovers), such Team travel may exceed three hundred and fifty (350) miles via ground transportation with the agreement of an NWSLPA Player representative for the affected Team.

**Section 12.2 – Hotel Accommodations:** In connection with domestic overnight travel for participation in NWSL Games, the NWSL, in conjunction with the Teams, will establish a list of visiting Team hotels. The current list is attached as Exhibit 2. The NWSL and Teams may change their selected hotels with the agreement of the NWSLPA, which shall not be unreasonably withheld. No more than two (2) Players shall be lodged in a standard hotel room.

**Section 12.3 – NWSL Game Tickets:** For each Regular Season NWSL Game, each Player will have the right to request and receive up to four (4) complimentary tickets for each home NWSL Game and two (2) complimentary tickets for each away NWSL Game. For each NWSL Championship match and All-Star Game in which a Player participates, the Player will have the right to request and receive up to two (2) complimentary tickets. Tickets provided to Players hereunder may not be sold.

Further, six (6) tickets shall be made available to authorized NWSLPA representatives for purchase, for each Regular Season NWSL Game, Post-Season NWSL Game, and NWSL All-Star Game. NWSL and/or the Team shall make reasonable efforts to provide the tickets in the lower level or mezzanine section(s) of the stadium. The NWSLPA shall also have the right to a private luxury box at the NWSL All-Star Game and NWSL Championship Game for purchase at a most-favored nation price. Most favored nation price excludes complimentary boxes provided to NWSL and applies to comparable boxes only. The NWSLPA’s right to purchase such a box is subject to availability and NWSL’s right to withhold boxes for use for reasonable business needs.

## ARTICLE 13 – PLAYER MOVEMENT

**Section 13.1 – NWSL Service Year:** For purposes of this Article, Players will be credited with an NWSL Service Year at the end of the League Season if they are on the Roster of a Team in the NWSL at any time during that League Season, including all League Seasons prior to the effective date of this Agreement.

**Section 13.2 – Extra-League Loans and Transfers:** NWSL shall have the right during the Term of a Player’s SPA to loan the Player’s services or to transfer, assign, and/or sell the rights to the Player’s services to any professional soccer team or league outside of the NWSL, provided that the Player consents to any such loan, transfer, assignment, or sale.

**Section 13.3 – Mechanisms for Acquiring Players’ Rights:** The current mechanisms for Teams to acquire Players’ rights are Free Agency, the NWSL Entry Draft or an Expansion Draft, Transfers, Trades, Distribution, Waiver Wire, Short-Term Injury, Season-Ending Injury, Goalkeeper Replacement, National Team Replacement Player, and the Discovery Process. The current mechanisms for Players to initially enter the NWSL (*i.e.*, with zero (0) credited NWSL Service Years) are through the Entry Draft, the Discovery Process, and Distribution. If NWSL seeks to create a Home Grown Player Rule, it will notify the NWSLPA and allow the NWSLPA the opportunity for input, but the NWSL retains the discretion to implement the Rule.

**Section 13.4 – Restricted Free Agency:** Commencing with the 2024 League Season, Restricted Free Agency is available for any Player whose SPA is expiring or who does not have an existing SPA with NWSL and who has at least three (3) NWSL Service Years. Players who will become eligible commencing with the 2024 League Season may begin negotiating a new SPA after the Roster Freeze date of the prior year. “Restricted Free Agency” permits the Player to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then-currently holds such Player’s rights, but only after the Player’s current team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus, and duration. Thus, if the Player’s current Team matches an offer from the Player’s desired new Team within seven (7) days of the Team receiving written notice of the offer, the current Team will have the right to retain the Player. If the Player’s current Team does not match the qualified offer and the Player signs with the new Team under the terms of the qualified offer, then the Player’s rights are held by the new Team.

**Section 13.5 – Free Agency:** Commencing with the 2023 League Season, Free Agency is available for any Player whose SPA is expiring and who has at least six (6) NWSL Service Years. Commencing with the 2024 League Season, Free Agency is available for any Player whose SPA is expiring and who has at least five (5) NWSL Service Years. Players who will become eligible commencing in the next League Season may begin negotiating a new SPA after the Roster Freeze date of the prior year. “Free Agency” permits the Player to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then-currently holds such Player’s rights.

**Section 13.6 – Payments, Timing and Options:** A Team signing a Player who has free agency rights, as described in either **Section 13.4** or **13.5** above, shall not be required to pay training compensation, a transfer fee, or any compensation, penalty, restriction, or equalization obligation

of any kind to NWSL or to any Team. A Player's free agency rights as set forth herein supersede any inconsistent NWSL rules, regulations, handbooks, or competition guidelines. Players may not negotiate or sign a new SPA until after the Roster Freeze Date, unless NWSL agrees to an earlier time for all Players. For any SPA entered into following the effective date of this Agreement with a Player who possesses free agency rights, option year(s) in such an SPA may only be exercised with the Player's consent. Teams may only acquire rights to Players with free agency rights pursuant to an SPA.

**Section 13.7 – NWSL Entry Draft:** Teams may only select players who have registered for the Entry Draft. The Team holding a player's rights via the Entry Draft must, within sixty (60) days of the player reporting for training (the "Signing Window"), either offer the player an SPA, trade the player's rights to another Team, or waive the player's rights.

If a player is waived and not selected by another Team, they shall become Discovery Eligible. If a player is unable to participate in training for more than ten (10) consecutive days during the Signing Window, the Signing Window will reset beginning with the first day the player is able to participate in training.

For any player whose rights were acquired by a Team via trade or waivers and has (a) never signed a professional contract, and (b) was selected by another Team in any Entry Draft, the Team will have a Signing Window that begins on the date the player reports to the Team to offer the player an SPA, trade the player's rights to another Team, or waive the player's rights.

Teams will retain the rights for any player whose rights were acquired via the Entry Draft but who instead chose to sign with a non-NWSL team, until the shorter of (a) January 30 of the third year following the Entry Draft, or (b) the term (including any option years) of the SPA offered by the NWSL Team to the player.

Teams will retain the rights of players until January 30 of the third year following the Entry Draft for any player whose rights were acquired by a Team via the Entry Draft but who chose to sign with a non-NWSL team prior to the Team offering an SPA to the player.

A player who enters the Entry Draft and is not drafted is eligible to be added to a Team's Discovery List immediately following the conclusion of the Entry Draft.

The NWSL shall notify the NWSLPA prior to making material changes to the Entry Draft process and allow the NWSLPA the opportunity for input, but the NWSL retains the discretion to make changes.

**Section 13.8 – NWSL Expansion Draft:** There will be a protected list of Players and an unprotected list of Players. There will be no partial immunity, whether based on player classification, position, or any other criteria. Each Team may lose no more than one (1) Player for each new Team in the Expansion Draft.

The NWSL shall notify the NWSLPA prior to making material changes to the Expansion Draft and allow the NWSLPA an opportunity for input, but the NWSL retains the discretion to make changes to the Expansion Draft process.

**Section 13.9 – Discovery:** The NWSL will maintain the Discovery List which will be provided to the Teams and the NWSLPA monthly, but which will not identify which Team holds a player’s rights. The NWSLPA will keep this Discovery List confidential, but, upon inquiry, may inform a player if they are on the Discovery List. The NWSL will also, upon inquiry, inform a player if they are on the Discovery List.

Once a Team adds a player to its Discovery List, the Team will have thirty (30) days from the date the player is eligible to enter into an SPA to sign an SPA with the player. If, thirty (30) days after eligibility, the player has not signed an SPA with the discovering Team, the player may obtain a competing request from another Team. Upon receiving a competing request, the discovering Team has fourteen (14) days to finalize an SPA with the player. If the discovering Team does not enter into an SPA with the player within fourteen (14) days, then the competing Team has fourteen (14) days to negotiate an SPA with the player. If the player does not enter into an SPA with the competing Team, the player’s rights shall revert back to the discovering Team. There shall be no limit to the number of competing discovery requests a player may receive.

The NWSL will notify the NWSLPA prior to making material changes to the Discovery Process and allow the NWSLPA an opportunity for input, but the NWSL retains the discretion to make changes to the Discovery Process pursuant to **Article 6, Management Rights**.

**Section 13.10 – Trades:** Players may be traded from one Team to another Team during any Off-Season trade window or FIFA transfer window for the U.S. A Player may negotiate a no-trade clause in the Player’s SPA.

A Player traded to another Team must report to that Team within forty-eight (48) hours. After reporting to their new Team, the Player will be allowed two (2) consecutive days off to organize their affairs, which shall be coordinated with the Player’s then-current Team. Permission for a Player to take one (1) or more of these two (2) days prior to reporting to their new Team shall not be unreasonably withheld.

**Section 13.11 – Waiver Wire:** Players may be added to a Team’s Roster from the Waiver Wire. A Team may not claim a Player it waived in the same Waiver Wire. A Team claiming a Player off the Waiver Wire assumes the Player’s existing SPA. A Player who is waived but not claimed by any Team via the Waiver Wire within twenty-four (24) hours of being added to the Waiver Wire may be acquired by a Team by way of free agency, if eligible pursuant to the terms of this Agreement, or by way of the Discovery Process following the termination of the SPA.

**Section 13.12 – Short-Term Injury:** In the event that a Player is placed on the forty-five (45)-day Disabled List, the Player’s Team may be provided roster relief for such disabled Player. The Team must sign any player replacing the disabled Player to an SPA consistent with the terms of this Agreement. Both the Player placed on the forty-five (45)-day Disabled List and the Player signed to an SPA to replace the injured Player if on the roster at the time bonuses are earned, are eligible to receive Post-Season bonuses, if any, consistent with any rules that apply to other rostered Players.

**Section 13.13 – Season-Ending Disability:** In the event that a Player is placed on the Season-Ending Disability List, the Player’s Team may be provided roster relief for such a Player on the Season-Ending Disability List. The Team must sign any Player replacing the injured Player to an

SPA consistent with the terms of this Agreement. Both the Player placed on the Season-Ending Injury List and the Player signed to an SPA to replace the injured Player are eligible to receive Post-Season bonuses, if any, consistent with any rules that apply to other rostered Players.

**Section 13.14 – Goalkeeper Replacement:** A Team may sign a goalkeeper to the roster at any time to maintain a roster of no less than two (2) goalkeepers throughout the League Season. The Team must sign the goalkeeper to an SPA consistent with the terms of this Agreement.

**Section 13.15 – Notice:** NWSL shall provide timely written notice to the NWSLPA and the impacted Player upon NWSL’s approval of any transaction involving Player movement.

#### **ARTICLE 14 – PROFESSIONAL DEVELOPMENT AND EDUCATION**

**Section 14.1 – Tuition Benefit:** By August 1, 2022, NWSL shall establish an educational partnership with one (1) or more post-secondary universities or colleges to provide Players with access to subsidized on-line or in-person education benefits.

**Section 14.2 – Coaching Licensure Pathway:** NWSL will provide up to twenty-five thousand dollars (\$25,000) at the beginning of each calendar year to subsidize enrollment costs for current Players who participate in U.S. Soccer’s Coaching License Pathway. In the event the allocated amount is not used in a given calendar year, the remaining amount will be carried over as additional funds for the same use in subsequent years of the Agreement. Payments made hereunder will be made directly to U.S. Soccer, in coordination with the NWSLPA, upon registration by the Players.

#### **ARTICLE 15 – ROSTER SIZE**

**Section 15.1 – Size:** By the Roster Compliance Date of a League Season, each Team shall have a minimum Roster size of twenty-two (22) Players and a maximum roster size of twenty-six (26) Players. Players on the Roster must be paid a base salary equal to or greater than the Minimum Salary. For away games, NWSL Teams shall travel a minimum of eighteen (18) Players, except in exceptional circumstances and/or situations where a Player is injured or otherwise becomes unavailable within forty-eight (48) hours of an NWSL Game.

In the event NWSL implements a Home Grown Player rule during the term of this Agreement, NWSL will be permitted to roster Home Grown Players in excess of the maximum Roster size.

**Section 15.2 – Roster Compliance Date:** Each League Season, the Roster Compliance Date will not be before the earlier of March 1 or two (2) weeks following the start of Pre-Season.

#### **ARTICLE 16 – SAFETY AND CONDITIONS**

**Section 16.1 – Surfaces:** The NWSLPA and NWSL agree that playing games and training on surfaces with natural grass generally is preferable. At certain times and places, however, play may occur on artificial turf. Still, all regular game and training surfaces, whether grass or artificial turf, must comply with relevant U.S. Soccer standards for surfaces. Exceptions may be made on a temporary basis only for training surfaces, with notice to the NWSLPA if weather or other unforeseen, temporary issues make a Team’s regular training fields unavailable. In this context, “temporary” shall mean for no longer than three (3) days, unless mutually extended by the NWSL and the NWSLPA. Further, no games or training shall occur on any surface that requires substantial conversion to the dimensions of a soccer field.

**Section 16.2 – Concussion Protocol:** The NWSL shall apply the U.S. Soccer National Teams Concussion Evaluation and Management Protocols (the “Concussion Protocol”). The NWSL shall notify the NWSLPA of the implementation of any updated version of the Concussion Protocol, which shall be applied by NWSL.

**Section 16.3 – Concussion Protocol Enforcement:** The NWSL and NWSLPA agree to this procedure to address the in-game evaluation and diagnosis of potential concussions, and the subsequent management and treatment of Players diagnosed with concussions. The Parties further agree to evaluate and address potential deviations from the Concussion Protocol, as set forth below:

**Enforcement:** Pursuant to the Concussion Protocol, a Player identified as requiring evaluation shall not be permitted to return to play until each step in the Concussion Protocol has been completed and the Player has been cleared by the Team physician, subject to the **Article 11.6 – Fitness to Play** and **11.7 – Procedure for Disputes Relating to Team Physician’s Determination on Fitness** process, if applicable. A Player’s failure to participate in the evaluation process shall preclude that Player from returning to play in that game. Should the NWSLPA believe that a Team employee or staff member has failed to follow the Concussion Protocol, the NWSLPA shall have the right to file a written complaint about such alleged failure with the NWSL.

Upon initiation of such a complaint, the NWSL’s Director of Sports Medicine or Medical Director will commence an investigation, which the NWSL will complete within two (2) weeks following the filing of the complaint. No later than three (3) weeks following the filing of a complaint, or sooner if practicable, the Commissioner of the NWSL and NWSLPA shall be advised of the findings by the Director of Sports Medicine or Medical Director and the Commissioner will take appropriate action as warranted by the circumstances.

**Education:** The Parties also recognize that Player participation and cooperation is essential to the diagnosis and management of this injury. To that end, the Parties shall jointly develop education and messaging to be shared with Players on a regular basis, including, but not limited to, the importance of (i) reporting concussion symptoms and (ii) cooperating with Team medical staff in all areas of concussion care.

**Section 16.4 – Health Screenings:** The NWSL shall provide Players with access to reasonable screening and baseline testing, consistent with USSF cardiac and concussion protocols at no cost to the Players. Players will be provided with access to a concussion management program that includes neurocognitive tests for concussion care.

**Section 16.5 –Requirements for Team Health Professionals:**

- a) Each Team shall secure the services of at least one (1) physician as a Team physician. Beginning with the 2022 Regular Season, each individual engaged for the first time to perform services as a Team physician must be a duly licensed physician who, at the onset of the relationship, (i) is board certified and fellowship-trained in their field of medical expertise; (ii) has at least three (3) years of post-fellowship clinical experience; and (iii) has successfully completed a fellowship in sports medicine, has a Certification of Added Qualification (CAQ) in sports medicine, or has other “sports medicine” qualifications.



- b) Each Team shall secure the services of at least one (1) athletic trainer certified (ATC), and one (1) assistant ATC and/or one (1) physical therapist (PT) on a full-time basis. If the ATC is not a PT, the Teams will secure PT services on a regular basis to fully meet the needs of professional soccer players.
  - (i) Beginning with the 2022 Regular Season, each individual engaged for the first time to perform services as an athletic trainer for a Team must as of the onset of the relationship: (a) be certified by the National Athletic Trainers Association (NATA) or the Canadian Athletic Therapists Association (CATA) (or a similar organization); (b) hold a current certification in Basic Cardiac Life Support or Basic Trauma Life Support; (c) have at least three (3) years of experience as an athletic trainer certified since receiving the foregoing NATA/CATA certification; and (d) preferably have at least three (3) years of prior experience in the sport of soccer.
  - (ii) Beginning with the 2022 Regular Season, each individual engaged for the first time to perform services as a physical therapist for a Team must as of the onset of the relationship: (a) be certified as a Sports Certified Specialist; (b) be certified as an Emergency Medical Responder; (c) be residency trained; and (d) preferably have at least three (3) years of prior experience in the sport of soccer.
- c) Each Team shall secure the services of at least one (1) massage therapist (MT) to be available for Players as needed.
- d) Beginning with the 2022 Regular Season, each Team shall secure the services of at least one (1) applied sports scientist to monitor each Player's workload and recovery on a day-to-day basis, which includes, but is not limited to, analyzing the physiological data and testing collected by Teams. Beginning with the 2022 Regular Season, an individual engaged for the first time to perform services as an applied sports scientist must: (i) have a Certified Performance and Sports Scientist ("CPSS") certification; and (ii) preferably have prior experience in the sport of soccer. Each Team shall consult with the Team's applied sports scientist in determining a Player's fitness to train and play.
- e) Each Team shall secure the services of at least one (1) Team Clinician to provide mental health services to Players. Beginning with the 2022 Regular Season, an individual engaged for the first time to perform services as a Team Clinician must: (i) be a board-certified psychiatrist; or (ii) a doctoral-level clinical or counseling psychologist. The Team Clinician must have a minimum of five (5) years of relevant clinical experience working within a multi-cultural population.
- f) Each Team shall establish a relationship with the following medical professionals for purpose of referrals for medical care: gynecologist; dentist; optometrist; dermatologist; neurologist; and nutritionist.

**Section 16.6 – Requirements for League Health Professionals:** Beginning with the 2022 Regular Season, NWSL shall secure the services of at least one (1) physician to serve as the

League's Medical Director, whose primary responsibility is advising NWSL on health and safety issues. Any Medical Director engaged for the first time to perform services to the NWSL must be a duly-licensed physician who, as of the onset of the relationship: (i) is board-certified and fellowship-trained in their field of medical expertise; (ii) has at least three (3) years of post-fellowship clinical experience; and (iii) has successfully completed a fellowship in sports medicine, has a Certification of Added Qualification ("CAQ") in sports medicine, or has other "sports medicine" qualifications; and (iv) preferably has at least five (5) years of prior experience in the sport of soccer at the professional or collegiate level.

**Section 16.7 – Home Facilities:** The cleanliness of the locker room shall be maintained. When the locker room is being used by a Team, that use shall be exclusive. Each Team shall have a designated on-site locker room, with showers, for the use of the Team's Players when training or playing and an on-site training room with customary training equipment.

**Section 16.8 – Away Experience:**

- a) **Pre-game training facility.** An appropriate facility for training the day prior to an away game shall be provided by the host Team. By way of example only, no training shall be held on any field on which a club or other team is simultaneously playing.
- b) **Locker rooms.** Locker rooms, including necessary items, including but not limited to training tables, hydroculators, towels, ice, chairs, training mats, and a small refrigerator, shall be provided by the host Team.
- c) **Snacks and water.** Snacks and water shall be provided by the host Team at the hotel for the traveling Team.
- d) **Travel itinerary.** The itinerary shall be provided by the traveling Team to its Players before a trip as far in advance as possible.
- e) **Hotel training room.** A training room shall be provided by the host Team in the hotel for the traveling Team.
- f) **On-site showers.** Access to on-site showers shall be provided by the host Team for the traveling Team.

**ARTICLE 17 – DISCIPLINE**

**Section 17.1 – Team Discipline:** A Team may impose discipline for just cause. The NWSLPA shall be provided an electronic copy of any Team Discipline imposed upon a Player within two (2) days of issuance at [appeals@nwslplayers.com](mailto:appeals@nwslplayers.com).

a) **Team Rules and Fines:**

In addition to NWSL rules and policies, Teams may also create Team Rules that address local issues including tardiness, cell phone usage at meetings, etc., provided that:

- (i) Team Rules may not conflict with this Agreement and/or Player SPAs.
- (ii) The NWSLPA shall be provided with an electronic copy of any Team Rules within two (2) days of issuance. The NWSLPA expressly reserves the right

to file a grievance over the reasonableness of newly implemented Team Rules consistent with **Article 18, Grievance and Arbitration**.

- (iii) Monies collected as a result of any fines levied against Players pursuant to this Section shall either be used for the benefit of Players (which cannot be used by NWSL or the Team to pay any routine operational costs or expenses) at the NWSL and/or the Team's discretion or donated to a charity of the Team's choice.
- b) If the NWSL imposes discipline for any conduct for which the Team has also imposed discipline, only the NWSL's discipline shall be effective, subject to the result of any grievance the NWSLPA may file consistent with **Article 18, Grievance and Arbitration**.

**Section 17.2 – NWSL Discipline:** The NWSL may impose discipline only for just cause. Discipline may include, but is not limited to: termination of a Player's employment and SPA by the NWSL; any suspension of payments, benefits, or privileges by the NWSL otherwise required by the SPA or this Agreement; and any period(s) of paid or unpaid suspension, reprimands, penalties, and fines imposed against a Player.

Discipline may be subject to the grievance and arbitration provisions in this Agreement as set forth in **Article 18, Grievance and Arbitration**. The NWSL agrees to provide written notice to any Player who receives discipline, and to serve the NWSLPA with an electronic copy of said notice within two (2) days of issuance at [appeals@nwslplayers.com](mailto:appeals@nwslplayers.com), unless the grievance procedure provides for a shorter notice period, in which case the more specific provisions shall govern.

The NWSL and the NWSLPA agree that the principles of progressive discipline generally shall apply, except in cases of egregious conduct. Monies collected as a result of any fines levied against Players by NWSL pursuant to this Section shall either be used for the benefit of Players (which cannot be used by NWSL or the Team to pay any routine operational costs or expenses) at NWSL's discretion or donated to a charity mutually-selected by the NWSL and the NWSLPA.

**Section 17.3 – Investigatory Interviews:** The NWSLPA shall be given advance notification of any investigatory interview of a Player that may result in Player discipline and shall have the right to be present during such interview upon the Player's request.

## **ARTICLE 18 – GRIEVANCES AND ARBITRATION**

**Section 18.1 – Definitions:** A "Grievance" is any dispute involving the interpretation or application of or compliance with any written agreement between the NWSL and the NWSLPA or between a Player and the NWSL. The grievance procedure as described in this Article shall be the sole and exclusive grievance procedure for violations of this Agreement.

For purposes of this Article, the NWSL shall receive written communication at [appeals@nwslsoccer.com](mailto:appeals@nwslsoccer.com) and the NWSLPA shall receive written communication at [appeals@nwslplayers.com](mailto:appeals@nwslplayers.com).

**Section 18.2 – Right to Discipline:** The parties recognize that a Player may be disciplined for just cause, as provided in **Article 17**. Players may also be subject to discipline by the match

officials. Such independent match official discipline may only be reviewed through the established Independent Review Panel (“IRP”) process. All Player discipline imposed by the NWSL or its Teams shall be subject to the grievance procedure, except for fines of two hundred and fifty dollars (\$250.00) or less.

**Section 18.3 – Grievances Involving On-Field Discipline Issued by the NWSL:** All Grievances involving the imposition of discipline upon a Player by the NWSL with respect to on-field conduct shall be resolved exclusively as follows for all fines in excess of two hundred and fifty dollars (\$250.00):

- a) As an initial matter, if discipline is imposed upon a Player by the NWSL for on-field conduct, the NWSL shall be required to notify the Player and the NWSLPA in writing of the discipline. Such notification generally shall occur before 5 p.m. EST on Tuesdays each week following review by the NWSL Disciplinary Committee. At the time the NWSLPA is notified of the discipline, the NWSL also will provide the NWSLPA with any relevant portions of game footage, any relevant portion of match official(s)’ reports, and any relevant portion of Professional Referee Organization (“PRO”) reports that were reviewed by the NWSL’s Disciplinary Committee.
- b) The NWSLPA and/or the Player shall inform the NWSL of their intent to appeal the discipline to the Review Committee and the reason(s) for the appeal as soon as possible, but, at a minimum, must inform the NWSL in writing no later than 5 p.m. EST on Thursday of that same week, or forty-eight (48) hours after **Section 18.3(a)** notification is given, whichever is later. Any additional available supporting evidence to be considered by the Review Committee also should be submitted with the appeal, if feasible, to expedite the Review Committee process, but by no later than the start of the Review Committee meeting.
- c) The five (5) person Review Committee (for purposes of this Section, referred to as “Review Committee” hereafter) shall be comprised of two (2) appointees of the Commissioner, two (2) retired NWSL Players who did not play for the same Team at the time of their departure from the NWSL and who are appointed by the NWSLPA, and a current or former referee who is or was affiliated with the Professional Referee Organization (“PRO”) and who will not officiate NWSL matches during the current NWSL regular Season. The identities and qualifications of the Review Committee members shall be disclosed to NWSL and the NWSLPA but shall be kept confidential by the NWSL and the NWSLPA.
- d) The Review Committee generally shall meet on Friday mornings of the same week at 11 a.m. EST but may elect to meet earlier if all Committee members are available to meet and there is mutual agreement between the NWSL and the NWSLPA. The Review Committee shall consider any evidence submitted by the NWSL or the NWSLPA and decide the appeal. A written copy of the Review Committee’s decision shall be sent to the Commissioner, the Player, and the NWSLPA.

- e) Within seven (7) days of receiving the decision of the Review Committee, the NWSLPA shall have the exclusive right to appeal the Review Committee's decision to an Impartial Arbitrator for grievances relating to suspensions of three (3) or more games or Player fines of over one thousand dollars (\$1,000). Such appeal should be submitted in writing.
- f) It is understood that the NWSL-imposed discipline shall not be served or otherwise imposed unless or until the above appeals process through the Review Committee decision is exhausted. Provided, however, this subsection (f) shall not apply to mid-week games within the same week that a one (1) game suspension is imposed.

**Section 18.4 – Grievances other than for On-Field Discipline:** A Grievance may be initiated by the NWSLPA or the NWSL. A Grievance must be initiated within ten (10) days from the date of the occurrence or non-occurrence of the event upon which the Grievance is based, or within ten (10) days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the Grievance, whichever is later. All discipline for off-field conduct is subject to the grievance procedure, except for fines of two hundred and fifty dollars (\$250.00) or less.

**Filing:** A party shall initiate a Grievance by filing a written notice by email to the other party. Such Grievance shall include the date, a description of the issue in dispute, and the portion(s) of the written agreement(s) alleged to have been violated. The party served with a Grievance will respond in writing by email within fourteen (14) days of receipt thereof, indicating whether the Grievance is sustained or denied, and the initial reasons for the determination.

**Grievance Committee:**

- a) If a Grievance is not resolved within fourteen (14) days after the response has been received, the Grievance shall be referred to a Grievance Committee (unless the parties jointly agree to submit the matter directly to the Impartial Arbitrator), consisting of a representative appointed by NWSL and a representative appointed by the NWSLPA. Unless otherwise agreed, within fourteen (14) days following such referral, the Grievance Committee shall meet at a date and a time agreed upon. Such meeting shall either be in-person or virtual.
- b) At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues and/or questions presented by the Grievance and review and discuss resolution and/or settlement of the Grievance.
- c) Within fourteen (14) days following the Grievance Committee meeting, the party served with the Grievance will respond in writing by email, indicating whether the Grievance is sustained or denied, and the reasons for the determination.

**Arbitration:** If the Grievance is not resolved by the Grievance Committee, the grieving party may, within fourteen (14) days after receipt of the **Section 18.4(c)** response, elect to arbitrate the Grievance as set forth herein, except that Team Discipline shall not be subject to the arbitration process. A party electing to arbitrate a Grievance shall do so by filing a written notice of intention

to arbitrate to the other party and the Impartial Arbitrator via email. All arbitration procedures hereunder shall be confidential.

**Selection of Impartial Arbitrator:** There will be one Impartial Arbitrator appointed jointly by the parties, who shall serve from year to year; provided, however, that between December 1 and 31 of any year, either of the parties to this Agreement may discharge the Impartial Arbitrator by serving written notice upon the Impartial Arbitrator during that period and upon the other party to this Agreement. The Impartial Arbitrator so discharged shall render decisions in cases in which the hearing(s) has been held and the record has been closed, but in no other cases. The parties, after reasonable search and due diligence, shall thereupon either agree upon a successor Impartial Arbitrator or, failing agreement, an ad hoc Impartial Arbitrator shall be selected by alternatively striking from a list of qualified arbitrators received from the American Arbitration Association pursuant to its Labor Rules.

**Arbitrator's Decision and Award:** The Impartial Arbitrator will issue a written decision within thirty (30) days of the close of the record, or after the filing of briefs, if desired, by either party to the arbitration. The Impartial Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement, or any written agreement between the parties, including any affected Players. The Impartial Arbitrator shall have no authority to add to, subtract from, or otherwise amend this Agreement or a Player's SPA. The decision of the Impartial Arbitrator will constitute full, final, and complete disposition of the Grievance, and will be binding upon the Player(s) involved and the parties to this Agreement.

**Fees and Costs:** The fees and expenses of the Impartial Arbitrator and any other mutually-agreed upon joint costs of the arbitration shall be shared equally by the parties. The parties shall each be responsible for their separate costs.

**Timeliness:** Any timelines provided for in this Article may be extended only by mutual written agreement of the parties.

## **ARTICLE 19 – PLAYER COUNCIL**

**Section 19.1 – Establishment:** The NWSL and NWSLPA agree to the establishment of a Player Council made up of two (2) Players representing the NWSLPA, the NWSLPA's Executive Director or their designee, up to two (2) representatives of the NWSL, and the NWSL Commissioner or their designee. The parties agree that they have a mutual interest in maximizing the effectiveness of operations, ensuring continued positive relations between Players and the NWSL, fostering the continued growth and success of the NWSL, and promoting the NWSL and its Teams.

**Section 19.2 – Purpose:** To further these interests, the parties endorse the Player Council ("Council") as a non-exclusive means for identifying and understanding NWSL and Player issues and ideas for best practices. The parties intend to continue to foster an ongoing, communicative relationship in which the Players and the NWSL are encouraged to speak freely with each other in seeking to identify issues or concerns and/or ideas for best practices to support Players, the NWSL, and the Teams.

**Section 19.3 – Timing, Agenda, and Process:** The Council shall meet at least twice per year, with at least one (1) meeting to be held during the Off-Season, with a preference for the Off-Season meeting to be held in-person, at a mutually agreeable location. Each party is responsible for its own costs associated with attending any meeting. Any Council member may propose topics for consideration to be included in the meeting agenda. The agenda items shall be reviewed and shall be limited to items which are of a group rather than an individual interest or concern and shall not include issues that are being processed under the Grievance Procedure. The parties shall review the proposed agenda items and agree to a joint agenda at least two (2) weeks prior to the meeting.

**Section 19.4 – Authority:** The Council shall not be a forum for collective bargaining and the Council shall have no bargaining authority. Disposition of matters by the Council shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

## **ARTICLE 20 - GROUP LICENSING OF PLAYER NAME, IMAGE, AND LIKENESS**

**Section 20.1 – Group Licensing Rights:** The NWSL recognizes that Players have authorized the NWSLPA to act as their exclusive worldwide agent for group licensing. The NWSL agrees that neither it nor any of its Teams shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring such rights, or interfere with any Player’s conveyance of such rights, except as otherwise explicitly agreed to between NWSLPA (or any of its affiliates) and the NWSL (or any of its affiliates). Group Rights consist of the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context. When exercising Group Rights, Players shall be featured in relatively equal prominence.

Subject to the execution of a Commercial Rights Agreement between the parties within ninety (90) days from the date of execution of this Agreement, the NWSLPA hereby grants to the NWSL the right to use Group Rights during the term of this Agreement. Such use shall be permissible solely in connection with NWSL and/or its Teams’ marketing, advertising, sponsorship, and promotional purposes. Prior to expiration of this ninety (90) day period, the NWSL and its Teams shall be permitted to continue to utilize Group Rights for promotional purposes and pursuant to sponsorship agreements between NWSL and/or its Teams and sponsors that are consistent with the terms of this Article. The NWSLPA is not granting NWSL a right to use Group Rights in connection with Licensed Merchandise in this Agreement, however, this Agreement does not preclude the parties from separately negotiating an agreement permitting NWSL use of Group Rights for Licensed Merchandise. In consideration of such grant, NWSL will make the below annual payments to the NWSLPA before the start of the first League Season game each year, or no later than April 1. The permission to use the Group Rights shall be subject to and contingent upon timely payment of the full amount as agreed to below for each year of the term. Upon expiration of this Agreement, NWSL shall have a period of one hundred and eighty (180) days to continue to utilize the Group Rights in any then-existing sponsorship agreements and for promotional purposes. Otherwise, the rights granted to NWSL under this Agreement shall upon expiration of this Agreement revert to the NWSLPA.

Year 1 – \$135,000\*

Year 2 – \$145,000\*

Year 3 – \$155,000\*

Year 4 – \$165,000\*

Year 5 – \$175,000\*

\*Plus \$10,000 for each Team scheduled to play at the start of each League Season

**Section 20.2 – Licensed Merchandise:** “Licensed Merchandise” shall mean any commercial good or product, such as trading cards, video or digital games, clothing, apparel, toys, cards, collectibles, and any other consumer goods, on or in which a Player’s Likeness is depicted, incorporated, or otherwise used pursuant to a license with a third party. For clarity, and notwithstanding anything in this **Article 20** to the contrary, the grant of Group Rights herein shall not affect or impact in any way NWSLPA’s use or authorization of third parties to use Group Rights in connection with Licensed Merchandise, including without limitation, the sale, marketing, advertising and promotion of trading cards, video or digital games, clothing, apparel, toys, cards, and any other consumer goods and collectibles, or the use in such licensing deals of NWSLPA trademarks.

To the extent that the NWSL and/or its Teams, or any of their respective brand partners, previously utilized Player Likeness on Licensed Merchandise, the NWSL and/or its Teams are permitted to sell any existing inventory of Licensed Merchandise; provided such sales must conclude no later than one hundred and eighty (180) days following the effective date of this Agreement. In no event shall any new merchandising that includes the use of Player Likeness be permitted to be manufactured, marketed, or sold without express written permission of the NWSLPA.

**Section 20.3 – NWSLPA Premier Event:** Players invited by the NWSLPA shall be permitted by their respective Teams to attend any NWSLPA Premier Event that may be created in the future; provided that: (i) such event is scheduled during the month of January or February; (ii) such event encompasses a maximum of three (3) consecutive days; (iii) the NWSLPA provides the NWSL with the dates for the next NWSLPA Premier Event no later than November 1<sup>st</sup> of the prior year; (iv) such event does not conflict with any other previously scheduled NWSL or Team commitments; and (v) such Premier Event does not include playing soccer. Unless otherwise agreed upon, NWSL shall not be responsible for any costs associated with the Event, including, but not limited to, Player travel or attendance.

## **ARTICLE 21 – MEDIA APPEARANCES**

A Player shall be available for and participate in appearances and/or interviews for television, film, audio/radio, newspaper, digital media, magazine, and other media representatives at the request of the NWSL and/or the Team. Media appearances shall include pre-game, half-time, and post-game interviews, pre- or post-training interviews, media days associated with events such as All-Star games, Championship games, etc., and shall not include any Promotional or Commercial Appearances, as defined in **Article 22**. All Media Appearances shall be conducted in the venue of a game or practice site. Locker rooms, however, shall be closed to the media. Players shall not unreasonably refuse to participate in Media Appearances. The NWSL and/or the Team shall use best efforts to use the entire roster of Players throughout the course of the League Year to meet the demand for appearances/interviews, taking into consideration the requests of the media.



For the avoidance of doubt, nothing in this Article shall limit the NWSL, Teams, or a media/broadcast partner from using Player(s) Likeness in broadcast materials to promote the NWSL, Team(s), or games, regardless of whether there is an associated sponsor.

## **ARTICLE 22 – PROMOTIONAL AND COMMERCIAL APPEARANCES**

**Section 22.1 – Promotional Appearances:** Upon request by the NWSL or a Team, a Player shall participate in a reasonable number of Promotional Appearances on behalf of the NWSL or the Team, as applicable, in each League Year, at reasonable places and at reasonable times. A Promotional Appearance is any public or community appearance by a Player that promotes the NWSL, an NWSL Team, any NWSL Game, or the sport of soccer and which is not a Commercial Appearance. Promotional Appearances may include, but are not limited to youth organizational visits, charitable appearances, public service or other community service event appearances, award shows, projects and programs, photo shoots, skills shows, talks, speeches, autograph signings, clinics, and soccer camps, used to promote the NWSL, an NWSL Team, any NWSL game, and/or the sport of soccer. A Player shall neither be requested or compelled to play soccer as part of any Promotional Appearance.

Nothing in this Article shall limit the NWSL or Teams from using Player(s) Likeness in any promotional materials used to promote the NWSL, Team(s) or games, regardless of whether there is an associated sponsor.

**Section 22.2 – Number of Promotional Appearances:** A Team may request Promotional Appearances from Players on its roster, and the participating Player(s) shall not receive additional compensation for the first three (3) appearances of up to two (2) hours in length per appearance (exclusive of travel time), per League Year. If a Player makes more than three (3) Promotional Appearances in a League Year, the Player shall be compensated two hundred dollars (\$200) for appearances of up to two (2) hours (exclusive of travel time) beyond the first three (3) appearances. If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of travel time), the Player shall be compensated one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours. In addition, a Team may request one (1) additional uncompensated Promotional Appearance from each Player in a League Year once each Player on the roster has fulfilled the three (3) uncompensated appearances referenced above.

The NWSL may request Promotional Appearances from Players, and the participating Player(s) shall not receive additional compensation for the first two (2) appearances of up to two (2) hours in length per appearance (exclusive of travel time). If a Player makes more than two (2) Promotional Appearances, the Player shall be compensated three hundred dollars (\$300) for appearances of up to two (2) hours (exclusive of travel time) beyond the first two (2) appearances. If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of travel time), the Player shall be compensated one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours.

A Player shall not be required to make more than one (1) Promotional Appearance in any seven (7) day period. A Player may consent to two (2) Promotional Appearances within seven (7) days. No Player shall be required to make more than ten (10) Promotional Appearances in any League Year.

**Section 22.3 – Notice and Limitations:** Promotional Appearances generally will not be scheduled during a game day.

NWSL or its Teams must provide the Player with no fewer than three (3) days' notice. If fewer than three (3) days' notice is provided, a Player may still consent to the requested appearance.

Players shall be given a reasonable amount of time between the end of training and commencement of a Promotional Appearance. If a Promotional Appearance is scheduled to commence within two (2) hours after the end of training or other Player duties, a meal must be provided by the Team or NWSL.

The NWSL and each Team shall use good faith efforts to use the entire roster of Players throughout the course of the League Year to meet the demand for Promotional Appearances.

- a) NWSL and/or its Teams may not compel a Player to participate in a Promotional Appearance, endorse or otherwise support any product, service, political or philosophical messaging, that conflicts with a Player's sincerely-held political, moral, philosophical, or religious beliefs. In addition, NWSL may not compel a Player to engage in any activity that violates or conflicts with the terms of a Player's individual agreement(s) with a sponsor(s).

NWSL and/or its Teams may not require a Player to travel for the sole purpose of making an out-of-market Promotional Appearance without the Player's consent. Players traveling for Promotional Appearances shall be reimbursed for travel and related expenses in accordance with **Article 8, Sections 8.5, 8.7 and 8.10.**

**Section 22.4 – Commercial Appearances:** A Commercial Appearance is one in which the primary purpose of the appearance is to promote a commercial affiliate or commercial enterprise other than NWSL or its Teams. A Player shall not be obligated to make a Commercial Appearance.

When a Team requests that a Player make a Commercial Appearance on behalf of the Team, the Player shall be compensated a minimum of four hundred and fifty dollars (\$450) for the appearance for up to three (3) hours (exclusive of travel time). If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of three hundred dollars (\$300) for each hour (or portion thereof) after three (3) hours.

When the NWSL requests that a Player make a Commercial Appearance on behalf of the NWSL, the Player shall be compensated a minimum of eight hundred dollars (\$800) for the appearance for up to three (3) hours (exclusive of travel time). If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of four hundred dollars (\$400) for each hour (or portion thereof) after three (3) hours.

Players traveling for Commercial Appearances shall be reimbursed for travel and related expenses in accordance with **Article 8, Sections 8.5, 8.7 and 8.10.**

**Section 22.5 – Autographs:** Pre- or post-game autograph signings shall not be compensated. As such, NWSL and/or its Team(s) may reasonably require Players to sign autographs for fans on the field in the first thirty (30) minutes following the conclusion of an NWSL game. In each League Year, a Player may be required to make two (2) additional autograph signing sessions on non-game days, of thirty (30) minutes each, without additional compensation. Any autograph signings

sessions not covered by this Section shall be compensated in accordance with either **Section 22.2** or **Section 22.4**, as appropriate.

**Section 22.6 – Timing of Payments:** Payments for any appearances subject to this Article shall be made to the Player within thirty (30) days of the appearance. To ensure timely payment, the NWSL will collect Player appearance information from each Team. This information shall be shared with the NWSLPA on a quarterly basis.

#### **ARTICLE 23 – ALL STAR GAME**

In the event the NWSL elects to hold an All-Star Game (“ASG”) in any League Season, NWSL will name a minimum of eighteen (18) Players per ASG team roster (that is, if the ASG features two (2) teams of Players, there will be two (2) rosters; if the ASG features one (1) team of Players, there will be one (1) roster) as All-Stars. If named to an ASG roster, Players will participate in the ASG and related league events (collectively “All-Star Events”), unless unable to do so due to injury. Players selected for, and who participate in, All-Star Events shall be considered All-Stars for purposes of any performance bonus and/or base salary adjustment as set forth in the Player’s SPA. Players named to a roster but unable to participate in an ASG due to injury will participate in the other All-Star Events, unless prevented from doing so due to their injury, and shall still receive the performance bonus and/or base salary adjustment as set forth in the Player’s SPA. Players who participate in the All-Star game shall be entitled to a bonus as set forth in **Article 8.4**. Players who are selected as All-Stars but do not participate due to injury shall still be entitled to the bonus.

#### **ARTICLE 24 – NO DISCRIMINATION**

This Agreement shall be applied to all Players without discrimination on the basis of religion, race, color, national origin, sex, gender, gender identity, sexual orientation, age, disability, marital status, parental status, union activity, or membership or non-membership in the NWSLPA, in accordance with applicable law.

#### **ARTICLE 25 – NO STRIKES / NO LOCKOUTS**

**Section 25.1 – No Strikes:** Neither the NWSLPA nor any Player shall authorize, encourage, or engage in any strike, work stoppage, slowdown, or other individual or concerted interference with the activities of the NSWL during the term of this Agreement. Additionally, no Player shall decline to play or practice or fulfill any other obligations under their SPA or otherwise interfere with the activities of the NSWL or any member Team, or individually or in concert encourage any other Player to do so for any reason because of any picketing or any labor dispute. Players may be disciplined for violating this Article.

**Section 25.2 – Reasonable Efforts of NWSLPA:** The NWSLPA shall not support or condone any action of any Player that is not in accordance with this Article, and the NWSLPA shall exert all reasonable efforts to induce compliance with this Article. The NWSLPA will use reasonable efforts to prevent Players from refusing, or threatening to refuse, to participate in any NWSL game or competition.

**Section 25.3. No Lockout:** The NWSL shall not engage in a lockout during the term of this Agreement.

## ARTICLE 26 -- NO HAZARDOUS ACTIVITIES

Absent express consent of the NWSL, which shall not be unreasonably withheld, Players are forbidden from engaging in activities that may involve significant risk of personal injury or illness, including but not limited to:

- a) sports endangering health or safety (including but not limited to boxing, wrestling, motorcycling, moped-riding, auto-racing, skydiving, cliff-diving, hot-air ballooning, hang-gliding, and any other extreme sport);
- b) any competitive game (that is, other than a casual pickup game) or exhibition of soccer;
- c) any game or exhibition of basketball, football, baseball, hockey, lacrosse, rugby, or other athletic sport;
- d) failure to follow medical protocols.

Should injury or illness affecting a Player's ability to play soccer result from the Player's breach of this clause, the Player's right to compensation from the NWSL shall terminate immediately, with no further rights or remedies due to the Player. Nothing in this Section shall be intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, handball, swimming, hiking, or softball.

Nothing contained in this Section shall be construed to prevent Players from conditioning in the Player's off-season, including but not limited to, playing non-professional, non-competitive outdoor or indoor soccer, or futsal.

Further, NWSL shall not unreasonably withhold consent for any Player seeking to play soccer for or in connection with non-competitive charity or alumni events, provided that no more than five (5) Players participate in any single event. Moreover, no NWSL and/or Team branding shall be used in connection with any such event.

## ARTICLE 27 – SEASON SCHEDULE

**Section 27.1 – Pre-Season Training:** Pre-Season training shall begin no earlier than the fourth (4<sup>th</sup>) Monday of the calendar year. Pre-Season shall be no fewer than five (5) weeks and no longer than eight (8) weeks in duration. Any pre-Regular Season tournament, such as the Challenge Cup, shall not be included in the time allotted for Pre-Season Training. NWSL shall provide notice of the Pre-Season report date for the next League Season no later than the second (2<sup>nd</sup>) Monday after the federally recognized Thanksgiving holiday in the United States of the prior year.

**Section 27.2: – Mid-Season In-Season Break.:** Beginning in 2022, NWSL shall schedule a one (1) week in-season break in the match calendar between June 1 and September 1.

**Section 27.3 – End of Season:** The NWSL Championship shall be scheduled no later than the Sunday prior to the federally recognized Thanksgiving holiday in the United States, unless otherwise approved by the NWSLPA.

**Section 27.4 – Off-Season:** The Off-Season shall commence the day after the NWSL Championship and continue until the date prior to the start of Pre-Season.

**Section 27.5 – Number of Games:** Teams may play no more than thirty-eight (38) NWSL Games in a single League Season, unless otherwise approved by NWSLPA. This includes Regular Season, Post-Season, Exhibition, Challenge Cup, and any tournament games. Any All-Star game, Pre-Season exhibition games, or other scrimmages are not included in this number. Additionally, any CONCACAF or FIFA official club competitions are not included in this number.

**Section 27.6 – Game Frequency:** NWSL will not schedule a Team for more than two (2) games in any seven (7) day period, unless the games are at least forty-eight (48) hours apart. Further, in preparing the schedule, the NWSL will use reasonable efforts to ensure balance and consistency in terms of the number of NWSL Games scheduled for each Team on a week-to-week and month-to-month basis.

**Section 27.7 – Extreme Heat:** Match delay procedures will be triggered when the wet bulb globe temperature is at or above 92.3 degrees Fahrenheit.

**Section 27.8 – Format Changes:** NWSL shall notify the NWSLPA prior to making changes to the format of the Post-Season or the Challenge Cup and allow the NWSLPA an opportunity for input, but NWSL retains the discretion to make format changes.

**Section 27.9 – Notice:** Prior to NWSL’s announcement of the Regular Season game schedule each year, NWSL shall provide the NWSLPA with an initial draft of such schedule no later than the date that such draft is provided to all NWSL Teams, and the NWSLPA shall have an opportunity to provide NWSL with comments within as many days as the NWSL Teams are given by the NWSL to provide such comments. NWSL shall give due consideration to any changes proposed by the NWSLPA and/or the Teams. NWSL retains full discretion to set the schedule, not inconsistent with the terms of this Agreement.

**Section 27.10 – Schedule Release:** NWSL shall release the final draft of the Regular Season game schedule to the NWSLPA at the same time that it is released to the Teams, which shall be no later than fourteen (14) days prior to the start of the opening game of the regular NWSL game schedule, not to include additional NWSL competitions such as Challenge Cup. The final draft may still be changed by the NWSL after this release date.

## **ARTICLE 28 – FORCE MAJEURE**

“Force Majeure Event” shall mean the occurrence of any of the following events or conditions, provided any such event or condition imposes substantial limitations on the ability of fans to attend games, makes it impossible, creates a significant negative economic impact, is legally impermissible, or hazardous for the NWSL or any of its Teams to hold team training and/or games, and provided that none of the following events or conditions are within the reasonable control of NWSL or NWSL Team(s): wars or war-like action (whether actual or threatened and whether conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism, or threats of sabotage or terrorism; government orders stemming from the COVID-19 pandemic or any future pandemic; weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms, or earthquakes.

Upon the occurrence of a Force Majeure Event satisfying the terms above, NWSL will negotiate over any proposed changes to Player compensation and benefits, during the term of the Force Majeure Event, including those included in this Agreement. If NWSL seeks to cancel the season

due to a Force Majeure Event, it shall immediately notify the NWSLPA of same. Then, upon request of the NWSLPA, the parties shall negotiate in good faith over the effects of the cancellation, including, but not limited, to discontinuing Player compensation and benefits, but implementation shall not be delayed beyond thirty (30) days from notice to the NWSLPA. With respect to all other provisions of this Agreement, NWSL agrees that it will give the NWSLPA no less than five business (5) days' advance notice in writing of other planned changes resulting from the Force Majeure Event, and agrees to discuss the changes with the NWSLPA at the earliest mutually available time. NWSL retains the discretion after that discussion to make necessary changes to the Agreement during the term of the Force Majeure Event.

#### **ARTICLE 29 –SEVERABILITY**

Nothing in this Agreement shall be construed to require either party to act contrary to any applicable federal, state, or local law, regulation, ordinance, governmental authority, or declaration.

The parties are executing this Agreement with the belief that it is in conformity with all applicable federal, state, and local laws, and governmental rules and regulations. In the event that any provision in this Agreement should be held illegal, invalid, or unenforceable for any reason by a court or agency which has proper jurisdiction over the matter, said illegality or invalidity shall not affect any of the remaining provision(s) of this Agreement, and the provision held illegal or invalid shall be fully severable and this Agreement shall be construed and enforced as if said illegal or invalid provision had never been included in this Agreement.

If either party desires to negotiate a new provision regarding any unlawful, eliminated portion of the Agreement, that party may serve written notice upon the other, of its desire to negotiate a new relevant provision based on the invalidated portion of the Agreement. The parties shall meet within thirty (30) days of the written notice to negotiate possible changes to the Agreement. Any new provision to the Agreement brought about by these negotiations shall be in writing and signed by the parties hereto. In the meantime, the NWSL may immediately take steps to comply with applicable law.

IN WITNESS WHEREOF, the NWSL has hereunto caused this instrument to be executed by its duly authorized officer(s) and the NWSLPA, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized officers or representatives this 29<sup>th</sup> day of April, 2022.

FOR THE NWSL:

FOR THE NWSLPA:



\_\_\_\_\_  
Jessica Berman, Commissioner



\_\_\_\_\_  
Meghann Burke, Executive Director

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**FORM STANDARD LA ER AGREEMENT**





NATIONAL WOMEN'S SOCCER LEAGUE

## STANDARD PLAYER AGREEMENT

*This Agreement ("Agreement") is made on and is effective as of the date (the later date, if signed on different dates) set forth on the signature page on page 18 of this Agreement (the "Signature Page"), by and between NATIONAL WOMEN'S SOCCER LEAGUE, LLC, a Delaware limited liability company ("NWSL") and the Player whose name appears on the Signature Page under the heading "Player" (the "Player").*

It is agreed as follows:

### 1. Definitions

In this Agreement:

- (a) "Collective Bargaining Agreement" or "CBA" means the contract between the NWSL and the National Women's Soccer League Players Association ("NWSLPA").
- (b) "Commercial Affiliates" means all NWSL and/or Team sponsors, NWSL and/or Team product/service companies, NWSL and/or Team suppliers, licensees or other entities granted a license by or on behalf of NWSL to use NWSL or Team trademarks or other commercial identification rights in connection with NWSL and/or the Teams.
- (c) "Commissioner" means any Commissioner or other designee as appointed by the NWSL Board of Governors.
- (d) "Embodiment" means any communication or embodiment of any Likeness of the Player, alone or together with other Players' Likenesses, which is recognizable or identifiable, whether live, reproduced or simulated, still or moving, in audio, visual, audiovisual, and other forms, and no matter how stored, transmitted, distributed, or otherwise communicated to others, by any means or media now or hereafter known.
- (e) "FIFA" means the Federation Internationale de Football Association, the governing body for soccer internationally.
- (f) "League" shall mean the National Women's Soccer League, a professional soccer league operating in the United States.
- (g) "League Season" means the period in any year commencing with the first date of Pre-Season and ending on the date of the NWSL championship game.
- (h) "Official Equipment Supplier" means such supplier or suppliers of NWSL as may change from time to time.
- (i) "Player Category" means the category ascribed to the Player in the Schedule.
- (j) "Player Likeness" means a Player's: (i) name, nickname, initials; (ii) autograph / signature or facsimile thereof; (iii) voice; (iv) image, picture, video, photograph, portrait or performance (whether such image, picture video, photograph, portrait or performance is still, motion, video, digital, or any other medium now known or hereafter devised or developed; (v) likeness, including by or through any form of animation, digital likeness; (vi) identifiable features, marks, attributes and characteristics or any colorable imitation or adaptation thereof, including signature tattoos or body markings, signature actions/celebrations; (vii) to the extent

they have rights therein, biographical data and/or (viii) individually identifiable biometric and performance data.

- (k) "Player Handbook" means the NWSL Player Handbook, a copy of which is either supplied to the Player with this Agreement or will be made available to the Player prior to the start of the next League Season following the date of this Agreement (as amended from time to time in its reasonable discretion and in accordance with the CBA).
- (l) "Player Sponsor Agreement" means any sponsorship or endorsement agreement relating to the Player in existence as of the date of this Agreement or subsequently entered into and disclosed in the Schedule (as updated by the Player).
- (m) "Promotional Rights" shall mean the right to promote, advertise and otherwise disseminate, by any means or media now or hereafter known, any Embodiments, created during the Term of this Agreement, for the promotion, marketing, or advertising of NWSL, any Team or the sport of professional soccer in general, during or after the Term of this Agreement consistent with the CBA and any Commercial Rights Agreement with the NWSLPA.
- (n) "Related Entity" means, when used in reference to NWSL or the Team Operator, (i) any individual, partnership, corporation, limited liability company, trust, estate or other entity (the "Entity") who directly or indirectly controls, is controlled by or is under common control with NWSL or the Team Operator, (ii) any Entity who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to NWSL or the Team Operator, or for which NWSL or the Team Operator is an officer, partner, member or trustee or

serves in a similar capacity, (iii) any Entity who directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities of NWSL or the Team Operator, or of which NWSL or the Team Operator directly or indirectly is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any member of the close family (which shall include for the purposes of this Section 1(n) an individual's current spouse, parents, parents-in-law, grandparents, children, children-in-law, siblings and grandchildren, or a trust or estate, all of the beneficiaries of which consist of such individual or such related persons) of NWSL or the Team Operator.

- (o) "Schedule" means the schedule to this Agreement.
- (p) "Team" means the team in the League to which the Player is from time to time assigned, and, where appropriate, such Team shall be deemed to include a reference to the Team Operator of such Team.
- (q) "Team Operator" means the entity authorized by NWSL to operate the Team on its behalf
- (r) "Term of this Agreement" means the period commencing as of the Employment Commencement Date and ending on the Initial Termination Date, both of which are set forth in the Schedule to this Agreement, unless this Agreement is (i) terminated prior to that date pursuant to its terms, in which case "Term of this Agreement" shall mean the period commencing as of the date of this Agreement and ending on the date of such termination, or (ii) extended pursuant to Section 9 below and/or the Schedule to this Agreement in which case "Term of this Agreement" shall mean the period commencing as of the

date of this Agreement and ending on the final day of such extension.

- (s) "USSF" means the United States Soccer Federation, Inc.

## **2. Player's General Duties and Responsibilities**

- (a) The Player's employment with NWSL shall be for the Term of this Agreement, as described above. While providing specific services to the NWSL/Team, the Player will be covered by workers' compensation insurance per the terms of the plan. During the Term of this Agreement, the Player shall have access to employee benefits for NWSL (including health insurance), per the terms of such plan(s) and consistent with the CBA.
- (b) During the Term of this Agreement, the Player shall owe the following general duties and responsibilities to NWSL: (i) the Player shall devote whatever time is necessary to perform their duties as a Player and promoter of soccer, the Team, and the NWSL as set forth in this Agreement. (ii) The Player shall at all times faithfully, diligently and competently, and to the best of the Player's ability, experience and talents, perform all of the duties that may be required of and from the Player pursuant to the terms of this Agreement; (iii) the Player shall report to the Team in good physical condition; (iv) the Player shall perform the Player's duties and responsibilities at such place or places and at such times as may be designated by NWSL or the Team. The Player recognizes and understands that the Player's services may be assigned to any Team in the League consistent with the CBA. Thus, the Player may be required to relocate within the United States or, if any Team is located there, Canada, in order to satisfactorily fulfill the Player's duties under this

Agreement, consistent with the CBA. The Player will be notified to which Team they are initially assigned. In addition, the Player recognizes that the Team will compete nationally and may compete internationally. Thus, the Player may be required to engage in travel as may be required by NWSL, in order to satisfactorily fulfill the Player's duties under this Agreement. The Player agrees to undertake such travel as may be required by NWSL and agrees that the Player shall travel in accordance with NWSL's directions unless NWSL requests that the Player make the Player's own arrangements; (v) the Player shall be available and promptly report for and fully participate in all of the training and practice sessions, meetings and games of the Team, and, if invited, the Player will practice and play for any NWSL All-Star Game (unless unable to do so due to injury); (vi) upon request by NWSL or the Team, and in accordance with the CBA, the Player shall participate in a reasonable number of professional or publicity activities of NWSL and/or the Team at reasonable places and at reasonable times to be notified by NWSL or the Team to the Player; (vii) in accordance with the CBA, the Player shall cooperate with television, radio, newspaper, magazine, internet and other news media representatives and participate in a reasonable number of interviews and cooperate with NWSL and the Team, separately and together, to be available for such news media photo sessions and interviews as may be required; and (viii) the Player shall upon request by NWSL or the Team, and in accordance with the CBA, (aa) participate in certain community service projects and programs and (bb) make personal appearances, including delivering talks and/or speeches, and/or taking part in skills demonstrations, all for the sole benefit of the development of soccer, the Team, the League and

NWSL, or in connection with a Commercial Affiliate, consistent with the CBA.

(c) At all times during the Term of this Agreement the Player shall: (i) not play soccer for any team other than the Player's Team except with the prior written consent of NWSL, unless otherwise expressly permitted under the CBA; (ii) maintain a high level of physical and mental conditioning and competitive skills, not engage in alcohol abuse, not use illegal drugs or other harmful substances and comply with any NWSL Substance Abuse Policy, and generally develop and maintain a physical and mental readiness necessary to play for the Team; (iii) serve as spokesperson for soccer, the Team, the League and NWSL when reasonably requested by NWSL to do so; (iv) comport and conduct themselves at all times, both on and off the field, to a high standard of honesty, fair play and sportsmanship and in a manner befitting their position as a representative and promoter of soccer, the Team, NWSL and the League and comply with all applicable laws; and (v) refrain from conduct which is detrimental to the best interests of the Team or of NWSL.

(d) No Hazardous Activities. The Player and NWSL acknowledge and agree that the Player's participation in other sports or activities may impair or destroy their ability and skill as a soccer player. Absent the express consent of the NWSL, which shall not be unreasonably withheld, Player is forbidden from engaging in activities that may involve significant risk of personal injury or illness, including but not limited to:

- i. sports endangering health or safety (including but not limited to boxing, wrestling, motorcycling, moped-riding,

auto-racing, skydiving, cliff-diving, hot-air ballooning, hang-gliding, and any other extreme sport);

- ii. any competitive game (that is, other than a casual pickup game) or exhibition of soccer;
- iii. any game or exhibition of basketball, football, baseball, hockey, lacrosse, rugby, or other athletic sport;
- iv. failure to follow medical protocols.

Should injury or illness affecting Player's ability to play soccer result from Player's breach of this clause, the Player's right to compensation from the NWSL shall terminate immediately, with no further rights or remedies due to the Player.

Nothing in this Section shall be intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, handball, swimming, hiking, or softball. Nothing contained in this Section shall be construed to prevent Player from conditioning in the off-season, including but not limited to, playing non-professional, non-competitive outdoor or indoor soccer or futsal. NWSL shall not unreasonably withhold consent for any Player seeking to play soccer for or in connection with non-competitive charity or alumni events, provided that no more than five (5) Players participate in any single event. Moreover, no NWSL and/or Team branding shall be used in connection with any such event.

### **3. Compensation, Expenses and Other Benefits**

- (a) Unless otherwise terminated or set forth in this Agreement, during the Term of this Agreement, the Player shall receive the compensation set forth on the Schedule.

- (b) NWSL's obligation to make any payments or provide any benefits shall be suspended for any period during which the Player is prevented from entering or working in the United States or any other country in which the Team is located because of immigration laws, regulations or rulings or has not received appropriate clearances from FIFA or any relevant governing body, unless such a situation has arisen as a result of NWSL's negligent action or inaction and the making of such payments would not be prohibited by law.
- (c) The Player shall not be entitled to receive any payments or other benefits from NWSL or the Team Operator, or a Related Entity of either of them, whether directly or indirectly, except those provided in this Agreement or in the CBA or as otherwise expressly approved in writing by NWSL.
- (d) The Commissioner may suspend and/or fine the Player or terminate this Agreement if the Commissioner determines that the Player's total compensation is not completely and accurately set forth in this Agreement and/or the Player accepts any compensation from NWSL or the Team Operator, or a Related Entity of either of them, other than as set forth in this Agreement or in accordance with the CBA.

#### **4. Term and Termination**

- (a) The Player may terminate this Agreement upon fourteen (14) days' written notice via email to NWSL (with copy to the General Manager of the applicable Team), and the NWSLPA if (i) NWSL defaults in its obligation to pay any compensation in excess of three hundred dollars (\$300) owed to the Player in this Agreement or fails to perform any other material obligation

agreed to be performed by NWSL in this Agreement; and (ii) NWSL fails to substantially remedy such default within fourteen (14) days.

The Player agrees that the Player shall have no right to terminate this Agreement prior to the conclusion of the Term of this Agreement (as defined in Section 1 above) other than as expressly set forth in this Agreement, by mutual written agreement with NWSL, or consistent with the CBA. The Player and NWSL agree that it is the specific intent of both parties that this Agreement remains valid and enforceable during its entire term (including any extension thereto pursuant to Section 9 below and/or the Schedule).

- (b) The Player further agrees that they hereby waive any right they may have pursuant to FIFA Regulations on the Status and Transfer of Players (including without limitation the Application Regulations referenced therein) (the "Regulations") to unilaterally breach or terminate this Agreement pursuant to such Regulations (including without limitation any right they may have to terminate this Agreement for sporting just cause) prior to the conclusion of the Term of this Agreement (as defined in Section 1 above).
- (c) To the extent not in conflict with the CBA, NWSL may terminate this Agreement at any time upon twenty-four (24) hours' written notice to the Player, for any of the following reasons: (i) if the Player fails to comport and conduct themselves, at all times, in a manner reasonably befitting their position as an employee of NWSL, a member of the Team and as a spokesperson for and representative of the Team, NWSL and the sport of soccer; (ii) if the Player engages in alcohol or drug abuse or uses alcohol or drugs in a

manner which interferes with the performance of their duties for NWSL or the Team or is in contravention of any NWSL Substance Abuse Policy; (iii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination; (iv) if the Player fails to maintain a level of physical and mental condition reasonably appropriate for a professional athlete, or refuses or fails to submit to medical evaluation in accordance with this Agreement and the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement; (v) if the Player (aa) fails, refuses or neglects to render their services under this Agreement or in any other manner materially breaches this Agreement and (bb) fails to remedy such breach within three (3) days of NWSL's written notice to the Player of such breach or is in breach on multiple occasions; or (vi) if pursuant to the Player Handbook, NWSL is entitled to terminate Players for violations of reasonable rules. If the Player refuses or fails to submit to a medical evaluation under this Agreement and consistent with the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement and consistent with the CBA or fails, refuses or neglects to render their services under this Agreement at any time during the Term of this Agreement, NWSL may, in its sole and absolute discretion, in accordance with this Agreement to the extent consistent with the CBA (x) terminate this Agreement; and/or (y) fine and/or suspend the Player with or without pay.

(d) Without limitation to the other provisions of this Agreement regarding termination, where the Player's Category is Semi-Guaranteed, NWSL may terminate this Agreement and in accordance with the CBA if the Player

fails, in the sole and absolute discretion of NWSL, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster. In making this determination, NWSL may, but shall not be bound to, consider amongst other things the level of remuneration of the Player as compared to other Players in the League or players whom NWSL intends or wishes to sign and any applicable roster and/or budget guidelines of NWSL and the Team. If NWSL has not so terminated this Agreement prior to the Roster Freeze Date of the end of the Regular Season, whichever occurs sooner in the applicable League Year, it may not be terminated in that League Year. Nothing in this Section shall limit the NWSL and/or Team from terminating a Semi-Guaranteed SPA prior to the end of its term unless the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player.

(e) Where the Player's Category is Guaranteed, as indicated on the Schedule, this Agreement shall not be terminated by NWSL prior to the end of its term because of the quality of the Player's on-field performance or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player. Nothing in this Section prevents the NWSL and/or the Player's Team from terminating a Semi-Guaranteed SPA prior to the end of the Agreement for any reason other than Player's on-field performance or the fact that Player is not fit to play or train as a direct result of an injury sustained during the course and scope of Player's employment as an NWSL Player. Additionally, Agreements set to expire at the end of that calendar

year may be terminated as part of the end of season waiver process and will be paid through the end of that calendar year.

- (f) Upon any termination of this Agreement by either the Player or NWSL, all obligations of NWSL to the Player, including without limitation any obligation to pay any amounts to the Player shall cease on the effective date of termination, except as expressly stated in the CBA.
- (g) If NWSL terminates this Agreement for any reason(s), including for misconduct other than gross misconduct, and the individual is no longer employed by the NWSL, the Player shall become eligible to elect continuation coverage under COBRA, in accordance with applicable law. Except as provided in the CBA, the former Player shall be responsible for payment of the COBRA premium.

**5. Trades, Loans and Transfers**

- (a) The Player may be required to relocate to any Team in the League as directed by NWSL, and consistent with the CBA.
- (b) NWSL shall have the right during the Term of this Agreement to loan the Player's services or at any time to transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league outside of NWSL provided that the Player consents to any such loan, transfer, assignment, or sale.
- (c) NWSL and the Player agree that any loan, transfer, assignment or sale of NWSL's rights to the Player's services shall only be made in accordance with all applicable rules and regulations of FIFA and any relevant governing body provided such rules and regulations do not conflict with any provisions or remedies set forth in this Agreement

(including the Schedule) or Illinois state law, including but not limited to NWSL's right to seek relief (whether injunctive or otherwise) as set forth in Section 13 below, and the CBA, or other applicable federal or state law. In the event such conflict does exist, the provision or remedies set forth in this Agreement (including the Schedule) and Illinois state law shall prevail, unless inconsistent with the CBA.

- (d) A copy of the relevant FIFA rules and regulations is available from NWSL upon request.

**6. Notices**

Except as provided in Section 13(b)(iv), any and all notices given or required to be given pursuant to this Agreement shall be sent by personal delivery, email or by overnight mail and shall conclusively be deemed to have been received on the date such notice is delivered at the address specified below (or such other address as may be specified in writing by the parties hereto) if personally delivered or if sent by overnight mail, or in the case of email, on the same day if sent prior to 5 p.m. local time for the recipient on a business day, or on the next business day following the date on which it was emailed, if sent after 5 p.m. local time for the intended recipient:

If to NWSL, at:

88 W. Huron, 4W  
Chicago, IL 60642  
Notice@nwslsoccer.com

Attention: Director of Player Affairs

With a copy to: General Counsel

If to the Player, at the address set forth under the Player's name, or the name of the Player's agent or lawyer below or such other

address as shall have been notified to NWSL in writing in accordance with this Section.

All notices sent to either the NWSL and/or the Player in connection with the SPA shall also provide written copy to the NWSLPA, at NWSL Players Association

77 Central Ave. Suite E  
Asheville, NC 28801  
meghann.burke@nwslplayers.com

Attention: Executive Director

## **7. Video/Digital Images, Pictures, Likenesses, Endorsements and Promotions**

(a) Consistent with the CBA, the NWSL recognizes that Players have authorized the NWSLPA to act as their exclusive worldwide agent for group licensing. The NWSL agrees that neither it nor any of its Teams shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring such rights, or interfere with any Player's conveyance of such rights, except as otherwise explicitly agreed to between NWSLPA (or any of its affiliates) and the NWSL (or any of its affiliates). Group Rights consist of the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context. When exercising Group Rights, Players shall be featured in relatively equal prominence.

(b) The Player agrees that during the Term of this Agreement, NWSL and the Team shall have the right to create or have created Embodiments, individually and/or as part of a group, including at or in connection with any training, games (including Player features for game broadcasts), promotional activities, and/or other League or Team related activities. The Player also agrees to be available during the Term of this Agreement, individually or with other

Players on their Team or in NWSL, to have Embodiments created at such reasonable times and places as NWSL or the Team shall designate. The Player agrees NWSL and/or the Team shall have Promotional Rights with respect to any Embodiments. All rights, including but not limited to copyright, worldwide in any Embodiments shall belong to NWSL. All rights in the Embodiments and all Promotional Rights with respect to such Embodiments shall be exclusive, irrevocable and survive the expiration or termination of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated).

(c) The Player acknowledges that NWSL may further sub-license or assign all rights granted or assigned to NWSL in this Section 7 without Player's further approval or consent. The Player further understands and agrees that at the conclusion of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated), NWSL and its sub-licensees and/or assignees shall continue to have Game Rights (as defined below), the Promotional Rights and the other rights granted herein except as limited by the CBA or a Commercial Rights Agreement with the NWSLPA; such rights granted to NWSL and/or the Team shall be irrevocable and shall survive the expiration or termination of the Term of this Agreement.

(d) As set forth above in Section (a), the Player grants and assigns to the NWSLPA, for its use or further assignment or licensing, the exclusive rights to their Player Likeness consistent with the CBA and any Commercial Rights Agreement between the NWSLPA and the NWSL.



(e) The Player agrees that they shall not: (i) use the name or logo of the Team, the League or NWSL for any purpose unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's sole and absolute discretion); or (ii) unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's sole and absolute discretion), use or make any endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any Player Likeness, (aa) in which Player appears, either alone or with others, in any official NWSL attire or Team uniform, in any attire which closely resembles or is substantially similar to any official NWSL attire or Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either NWSL or any Team, or (bb) in which they appear together with two (2) or more other members of the Team or NWSL Players in which the Player and the other members, either directly or indirectly, identify themselves as members of the Team or NWSL, regardless of their attire, or (cc) in which they either directly or indirectly identify themselves as a member of the Team or NWSL.

The Player further agrees that they shall not take any actions or allow any actions to be taken which violate the spirit of subsection (d) above.

The Player agrees that, except as specified in Paragraph 9(f), they shall wear and/or display only such clothing, equipment and other personal items as are endorsed by NWSL or the Team (and shall promptly obey and comply with any and all other guidelines and directives hereinafter issued by NWSL or the Team regarding apparel and/or equipment, permitted or not permitted

to be worn or utilized by members of the Team), at Team games, practices or training camps, at clinics or other events sponsored or arranged by the Team or NWSL, at all Player appearances, and/or while traveling with the Team.

(f) The Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on-field equipment which is not produced by the Team's Official Equipment Supplier, except for goalkeeper's gloves and footwear.

(g) Subject to the terms of this Agreement, the Player may enter into any endorsement agreements and may make commercial appearances and may be sponsored by any entity, whether for pay or value-in-kind, on behalf of themselves or any third party; provided, however, that the Player shall not make any such endorsement, commercial appearance or sponsorship which NWSL determines, in its reasonable discretion, would be detrimental to or inconsistent with (i) the development of soccer in the United States or (ii) the reputation, integrity or image of NWSL or the Team. The Player acknowledges, however, that they may not enter into any contracts or other arrangements for endorsements, commercial appearances or sponsorships which would be inconsistent with or impose restrictions on NWSL's or the Team's right to require the Player to have their picture taken or Embodiment created for any of the purposes set forth in sub-paragraphs (a) or (c) above or (h) below. The Player further acknowledges that all such contracts or other arrangements for endorsements, commercial appearances or sponsorships must be disclosed to NWSL on Exhibit 1 of the Schedule, to be promptly updated by the Player from time to time as necessary.

(h) The Player agrees that NWSL shall have the exclusive, irrevocable right, during and after the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated) to use, distribute, and/or license, worldwide in any and all media now or hereafter known, the Embodiments created by or for NWSL of any performance by or activity of the Player, including during any NWSL or Team-related activities, training and/or games (including any features containing the Player during any broadcast), in which Player is associated with or bears any marks, logos or identification of NWSL or a Team, by any means of distribution or other communication, audio and/or visual, including but not limited to home video devices, broadcast, telecast or other transmission or communication (such as, but not limited to radio, satellite radio, television, pay television, cable television, satellite television, internet, microwave or telephone, and any form of cassette, cartridge, laser disc, CD, DVD or other system, or any other means of distribution, whether known or unknown, presently existing or hereafter developed), together with any and all advertising and promotion, in any and all media now or hereafter known, relating thereto ("Game Rights"). After the Term of this Agreement the Player agrees that NWSL shall continue to have the rights set forth herein.

## **8. WARNING, WAIVER, AND RELEASE**

(a) Player acknowledges that soccer is an activity in which injuries can occur. Player understands and acknowledges that there are risks of personal injury inherent in participating in soccer try-outs, training, testing, and competition, and that Player risks death and personal injury, including but not limited to: concussions, COVID-19 (and/or its

variants) exposure or illness, paralysis, sprains, fractures, muscle tears or strains, dislocations, or dismemberment, while participating in these activities. Player expressly and voluntarily assumes all risk vis-a-vis the Released Parties (as defined in Subsection (b), below) of death and personal injury sustained while participating in try-outs, training, testing, and competition, including the risk of active or passive negligence and hidden, latent, or obvious defects in any of the facilities or equipment used, other than gross negligence or willful or wanton misconduct of any of the Released Parties (as defined in Subsection (b) below).

(b) Player, for Player's self and on behalf of their heirs, assigns, and next of kin, hereby releases, forever discharges, holds harmless, and promises not to sue NWSL or any member Team, their respective officers, directors, members, officials, agents, or employees ("Released Parties") with respect to any and all liabilities, claims, demands, or causes of action, whether known or unknown ("Claims") arising out of any participation in any try-out, training, testing, or competition at the request of or while providing services to the NWSL or Team, except that which is the result of gross negligence and/or willful or wanton misconduct. PLAYER AGREES THAT THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE, AND HIDDEN, LATENT, OR OBVIOUS DEFECTS IN ANY OF THE FACILITIES OR EQUIPMENT USED, OTHER THAN GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT, OF THE RELEASED PARTIES.

It is further understood that nothing contained in this release shall constitute a waiver of any workers' compensation

claim(s) the Player may have, or any provisions in the CBA.

#### **9. Extension of This Agreement**

- (a) Unless the Schedule to this Agreement or the CBA contains any contrary provision regarding any option for NWSL to extend the Term of this Agreement, then this Section shall govern any extension of the Term of this Agreement by NWSL. NWSL shall have the option, in its sole and absolute discretion, to extend the Term of this Agreement for one (1) additional year. If NWSL desires to exercise such option, NWSL shall send written notice to the Player of such desire no later than thirty (30) days from the end of the relevant League Season. If such notice is so sent, the Agreement shall automatically be extended on the terms contained in this Agreement.
- (b) If the Schedule to this Agreement or the CBA contains any contrary provision regarding the option for NWSL to extend the Term of this Agreement, the terms of the Schedule and the CBA shall govern any such extension.

#### **10. Representations and Warranties**

- (a) The Player represents and warrants as follows: (i) that they are not obligated to play soccer in or for any other league or team during the Term of this Agreement other than the League or the Team or the Player's national team; (ii) unless expressly and specifically otherwise provided in this Agreement or the CBA, that by virtue of this Agreement NWSL owns their international registration and their playing rights, and that neither the Player nor any third party has any rights therein or will attempt to assert any rights therein against NWSL; (iii) that they are free to enter into this Agreement and that their doing so does not violate any other agreements to which they may be a party; (iv) that they

do not and will not, either directly or indirectly, own any stock or hold any other ownership or financial interest in NWSL or any Team Operator, or a Related Entity of either of them; (v) that by signing this Agreement they understand and accept that they are waiving any remaining National Collegiate Athletic Association eligibility or college scholarship or grant they might otherwise have; (vi) that they have and shall maintain a valid passport and are able to undertake such international travel as may be required pursuant to this Agreement; (vii) that, other than as set forth in the Schedule, they know of no physical or mental conditions that could impair their ability to play skilled professional soccer during the Term of this Agreement and they have not knowingly concealed any such conditions; (viii) that, other than Player Sponsor Agreements, they are not a party to any agreement which would require them to wear or in any way endorse any product or would prevent them from wearing or endorsing any other product; (ix) that they have not breached any previous Standard Player Agreement with NWSL, in particular but without limitation, in connection with the provisions governing endorsement contracts; and (x) that their date of birth as it appears on the Signature Page is true and correct.

- (b) NWSL represents and warrants that it is free to enter into this Agreement and that doing so does not violate any other agreement to which it may be a party.
- (c) The warranting party will indemnify, defend, and hold the other party harmless of and from any claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damages in the event its representations and warranties set forth in this Section are in any way materially inaccurate, and

the warrantee will use reasonable efforts to mitigate any loss suffered by it.

## **11. Rules, Regulations and Discipline**

- (a) The Player shall promptly obey and comply with all rules and regulations set forth in the Player Handbook as in existence from time to time and shall be subject to the disciplinary provisions of such rules and regulations, which may include the suspension for one or more pay periods or termination of this Agreement.
- (b) The Player expressly acknowledges NWSL's and the Team's right to initiate discipline, including suspensions (with or without pay) and the imposition of fines, in accordance with the provisions of the Player Handbook and their respective rules, regulations, bylaws, and orders, and the CBA.
- (c) NWSL shall deduct from any amounts due under Section 3 any fines or penalties levied against the Player by NWSL and/or the Team unless the amount of a fine or penalty exceeds \$250 and is under appeal in accordance with the Grievance Procedure set forth in the CBA.
- (d) NWSL's obligation to make any payments or provide any benefits may be suspended or this Agreement terminated if the Player is, or has been found to be, convicted of, or pleads nolo contendere to a felony.
- (e) Without limitation to sub-Sections (a) to (d) above, the Player specifically acknowledges that if: (i) they (or any person or entity acting in association with them) receive any payment, in cash or in kind, from or enter into any agreement with, the Team Operator or a Related Entity of the Team Operator or a third party acting in association with the

Team Operator involving any consideration to be paid or made available (directly or indirectly) to the Player; or (ii) they (or any person or entity acting in association with them) is involved in any attempt to fix, throw or affect the outcome or course of any NWSL game; or (iii) they (or any person or entity acting in association with them) give or offer to give a bribe or gamble on the outcome of any NWSL game or any other organized soccer game; or (iv) they fail to report to NWSL or the Team any attempt by any person to give or receive a bribe or to fix, throw or improperly affect the outcome or course of any game; or (v) they make statements or engage in conduct which in the Commissioner's reasonable opinion is grossly prejudicial to the best interests of the Team, NWSL, soccer or the League; or (vi) they are in breach of Section 4(c) of this Agreement, they shall be subject to discipline by NWSL and/or the Team in accordance with the provisions of this Agreement and in accordance with the CBA which may include, but shall not be limited to, fines, suspension (with or without pay) or termination of this Agreement, consistent with the terms of the CBA.

## **12. Physical Condition, Medical Examinations, Injuries and Drug Testing**

- (a) The Player agrees to notify the Team's coach, trainer or physician of any illness, injury or other medical condition contracted or suffered by them which may impair or otherwise affect, either immediately or over time, their ability to play skilled professional soccer.
- (b) Prior to the start of the Player's participation in each League Season with NWSL, the Player shall submit to a Pre-Competition Medical Assessment in accordance with the CBA, complete medical and physical examination by a

physician designated by NWSL or the Team and shall answer completely and truthfully all questions asked of them with respect to their physical and mental condition. Any disputes over the Player's fitness to play shall be governed by the procedures specified in the CBA. If pursuant to the CBA it is determined that the Player is not fit to play, NWSL shall have the option to either (i) accept the Player as is; and/or (ii) fine and/or suspend the Player with or without pay to the extent consistent with the CBA; and/or (iii) terminate this Agreement without further obligation upon either party to the extent consistent with the CBA.

(c) In addition to the provisions of sub-Section (b) above, the Player agrees to submit, on reasonable dates and times, to such reasonable additional medical examinations as may be requested by NWSL or the Team, and approved by NWSL, and not inconsistent with the CBA. The Player may request additional opinions consistent with the CBA. Nevertheless, the Player shall be in breach of this Agreement if they fail to submit to treatment recommended by a qualified medical specialist within a reasonable period of time following the injury or the first recommendation of treatment, unless inconsistent with any applicable second opinion under the CBA.

(d) Unless otherwise payable to the Player pursuant to NWSL's workers' compensation insurance, if any, or otherwise, should the Player be injured (including aggravation of a pre-existing injury) in the performance of their duties under this Agreement during the Term of this Agreement, NWSL shall be responsible (via health insurance or otherwise) for payment of the Player's hospitalization and medical expenses

incurred as a result of the injury to the extent provided in the CBA.

(e) If the Player is injured (including aggravation of a pre-existing injury) during the Term of this Agreement in the performance of their duties under this Agreement, and the injury is such as to render them unfit to play skilled soccer for all or any part of the current League Season, NWSL shall while such an injury persists continue to pay the Player the amount and benefits set forth on the Schedule pursuant to sub-Section 3(a) above, less any workers' compensation benefits payable to the Player.

(f) Any remuneration payable by NWSL to the Player under this Agreement shall be reduced by the amount of any monies payable to the Player under NWSL's workers' compensation insurance or disability insurance (excluding any award for permanent disability).

(g) If the Player is unavailable for any reason other than injury as set forth in sub-Section (e) above, or as otherwise provided in the CBA, NWSL shall not be obligated to pay the Player any amounts or make available any benefits under this Agreement pending the Player's availability to play, unless otherwise required by the CBA or unless NWSL determines, in its sole discretion to continue compensation and/or benefits.

(h) The Player hereby consents to be subject to: (i) drug testing conducted in accordance with any NWSL Substance Abuse Policy; (ii) drug testing conducted pursuant to any drug testing agreement between the United States or Canada, or the U.S. or Canadian Olympic Committees, and one or more other countries, or the respective appropriate representatives thereof, and to the penalties set forth in any such agreement; and (iii) drug testing

conducted at the request of FIFA, the USSF, the Canada Soccer Association (“CSA”), or NWSL in accordance with the provisions of the Player Handbook and the rules and regulations of FIFA, the USSF, and the CSA, and the penalties incident thereto.

- (i) The Player shall, if requested to do so by the physician designated by NWSL or the Team, release their prior medical records so that such physician may properly examine, diagnose, and treat the Player. In addition, the Player agrees to the release of their medical records (including entrance and exit physicals, as well as any information gained by the Team physician during the course of their employment) to other NWSL and/or Team physicians, officials, and to the workers’ compensation insurance company of NWSL, unless otherwise constrained by the CBA.

### **13. Player’s Unique Skill and Breach of Agreement**

- (a) The Player represents and agrees that they have extraordinary and unique skill and ability as a soccer player, that the services to be rendered by them under this Agreement cannot be replaced or the loss thereof adequately compensated for in monetary damages, and that any breach by the Player of this Agreement will cause irreparable injury to NWSL and to its assignees. In addition, the Player understands and acknowledges that failing to report to training, games, appearances, and/or demonstrations for a non-medical reason (“Holding Out”) constitutes a breach of this Agreement and is extremely disruptive to the operation of the League. Therefore, it is agreed that in the event that the Player is, during the Term of this Agreement, Holding Out or playing, attempting or threatening to play, or negotiating for the purpose of

playing for any other person, firm, corporation, team or organization, without the prior written consent of NWSL, then NWSL and its assignees (in addition to any other remedies that may be available to them under the law) shall have the right, in its sole and absolute discretion, either to (i) obtain from any court having jurisdiction, such equitable relief as may be appropriate, including but not limited to a decree enjoining the Player from any further such breach of this Agreement, and from playing soccer for any other person, firm, corporation or organization during the Term of this Agreement without posting a bond or other security or proving actual damages, or (ii) utilize the expedited arbitration mechanism provided in sub-Section (b) below. In any suit or arbitration brought to seek such relief pursuant to sub-Section (i) or (ii) herein, the Player hereby waives their right, if any, to trial by jury. The Player further agrees that they hereby waive any right they may have pursuant to the FIFA Regulations on the Status and Transfer of Players (including without limitation the Application Regulations referenced therein) to unilaterally breach or terminate this Agreement pursuant to such Regulations (including without limitation any right they may have to so breach or terminate this Agreement for sporting just cause or otherwise).

- (b) If the Player in violation of this Agreement breaches this Agreement by Holding Out or by playing, attempting to play or threatening to play for any other soccer team other than the Team, NWSL shall, at its sole election, be entitled, in lieu of proceeding in court or proceeding through FIFA, to an expedited arbitration to resolve the dispute as follows: (i) NWSL shall make a written demand for arbitration to the Judicial Arbitration and Mediation Service (“JAMS”) and shall notify the Player of its

demand pursuant to Section 15 of this Agreement. (ii) The JAMS shall appoint an arbitrator and convene a hearing at the earliest possible time, but in no event later than seventy-two (72) hours after its receipt of the demand for arbitration. The Player and NWSL agree to cooperate with the JAMS in the appointment of an arbitrator. If the Player and NWSL cannot agree on the arbitrator within forty-eight (48) hours after the demand for arbitration is filed, the JAMS shall appoint the arbitrator. No discovery shall be permitted. In the event the JAMS is unable to appoint an arbitrator and convene a hearing within the seventy-two (72) hour time period, NWSL shall have the right (in its sole and absolute discretion) to seek such equitable relief as may be appropriate including, but not limited to, an injunction, preliminary injunction and/or temporary restraining order from any court having jurisdiction. (iii) The arbitration shall be confidential and shall take place in Chicago, Illinois, and the mechanism for bearing expenses of attending shall be decided upon by the arbitrator. (iv) NWSL shall notify the Player and/or their agent, if any, in writing of the demand for an expedited arbitration as well as of the time and place for the hearing as soon as practicable. (v) The failure of any party to attend the hearing as scheduled shall not delay it, and the arbitrator shall proceed to take evidence and issue an award as though such party were present. (vi) The formal rules of evidence shall not apply, and all relevant evidence shall be admitted at the hearing. (vii) The arbitrator shall issue a decision as soon as possible, but in no event more than twenty-four (24) hours after the hearing has been completed. (viii) If the arbitrator finds that the Player has breached the Agreement, the arbitrator shall order that the Player not play, attempt to play, or threaten to play

soccer for any team other than the Team. (ix) The decision of the arbitrator shall be final and binding on the parties and may be immediately entered as a judgment in any court of competent jurisdiction and/or notified to FIFA. (x) The prevailing party in any such expedited arbitration shall be awarded their or its costs, including attorneys' fees. In addition, in any action to confirm the arbitrator's award the Player shall not advance any counterclaim or right to set-off whatsoever.

- (c) The Player and NWSL understand and agree that once a judgment has been entered pursuant to this Section 13, such judgment may be immediately taken by either party to the relevant FIFA body or tribunal to be entered and enforced.
- (d) NWSLPA reserves the right to seek intervention in any of the above proceedings and, if it does, NWSL shall not oppose any such intervention by NWSLPA.

#### **14. Dispute Resolution**

- (a) Except for an action brought pursuant to the provisions of Section 13 above, the parties agree that disputes relating to or arising out of this Agreement shall be subject to the Grievance Procedure set forth in the CBA in accordance with the terms of that Article.
- (b) The Player and NWSL hereby expressly waive all rights to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal, including any right(s) either may have pursuant to the FIFA Regulations on the Status and Transfer of Players (including without limitation those pursuant to Article VIII). The Player and NWSL agree that once a judgment has been rendered pursuant to the Grievance Procedure

referenced in sub-Section (a), either party may immediately take such judgment to the relevant FIFA body or tribunal to be entered and enforced.

- (c) The Player and NWSL further agree that if either of them brings an action in any court of law or other forum to rule on, or enforce rights under, this Agreement or rights under any federal or state statute (including any rule or regulation promulgated thereunder), other than as expressly contemplated in the Agreement and the Player Handbook, such action shall be barred to the fullest extent possible as a result of the exclusive remedy provided in sub-Section (a) above.

## 15. General Matters

- (a) In any case where a term in the Schedule directly contradicts any term contained in the body of this Agreement, the term in the Schedule shall prevail, and nothing contained in the body of this Agreement shall be taken to override the terms of the Schedule.
- (b) The Player hereby agrees that the following provisions in the FIFA Regulations on the Status and Transfer of Players (including the Application Regulations referenced therein) shall not apply to this Agreement as follows:
  - (i) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Article 18, Paragraph 2. The Player agrees and understands that this Agreement shall be for the term set forth herein (which may be for less than one (1) year and/or longer than five (5) years, and which shall include any extensions thereto pursuant to Section 5 above and/or the Schedule and be consistent with applicable provisions of the CBA).
  - (ii) Chapter IV. Maintenance of Contractual Stability Between Professionals and

Clubs, Articles 13, 16 and 17. The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Articles 13, 16 and 17 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement prior to the conclusion of the Term of the Agreement (as defined in Section 1 above). (iii) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Article 15. The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Article 15 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement for sporting just cause. (iv) Chapter VIII. Jurisdiction, Articles 22, 23, 24 and 25. The Player agrees that the sole and exclusive dispute resolution procedures available for resolving any disputes between themselves and NWSL and/or any Team are as set forth in Sections 13 and 14 of this Agreement and in the CBA. The Player therefore hereby waives any right to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal including any right(s) they may have pursuant to Chapter VIII, Articles 22, 23, 24 and 25 of the FIFA Regulations on the Status and Transfer of Players. As set forth in Sections 13 and 14 above, the Player understands and agrees that once a judgment has been rendered pursuant to the Grievance Procedure provided for in such Sections, either NWSL or the Player may immediately take such judgment to the relevant FIFA body or tribunal to be entered and enforced.

- (c) This Agreement shall be construed as a whole in accordance with its fair meaning and the laws of Illinois. The parties agree that in the event there is a conflict between the terms of this Agreement and the rules, regulations and/or guidelines of FIFA, the terms of this Agreement shall prevail. The parties



further agree that in the event a provision in this Agreement is consistent and/or legal pursuant to Illinois law but is inconsistent with or in contravention of a rule, reputation and/or guideline of FIFA, Illinois law shall prevail, and the provision shall be deemed valid and enforceable. Finally, the parties agree that the language of this Agreement shall be construed neutrally and without regard for which party drafted the Agreement.

- (d) This Agreement and its terms shall remain private and confidential among NWSL, the Player, the Team, the NWSLPA, and USSF, except that individual Players may discuss their compensation and benefits. Otherwise, each party agrees that it will not release or discuss this Agreement or its terms with anyone other than the Player's agent or attorney, or the accountants or attorneys of the relevant party, without the prior written consent of the other party, unless required to do so by law.
- (e) Any amendment to this Agreement must be in writing specifically referring to this Agreement and signed by duly authorized representatives of all the parties to this Agreement. The Player expressly acknowledges that no promises or commitments have been made other than those set forth in this Agreement and in the CBA.
- (f) The Player and NWSL hereby understand, acknowledge, and agree that, during the Term of this Agreement, the Player is employed by NWSL for the services as set forth herein.
- (g) If any provision of this Agreement is determined to be invalid or unenforceable, the court or arbitrator making such determination shall have the authority to modify the provision to the extent necessary to make it valid or

enforceable and the provision (as so modified) and the remaining provisions of this Agreement shall be enforced in the accordance with their terms, unless otherwise prescribed in the CBA.

- (h) The Player shall be made available upon request to the USSF, CSA or their national association for international games, FIFA and CONCACAF tournaments, and Olympic Games competition, including preparation, qualification, and final tournament games in accordance with FIFA rules and USSF bylaws.
- (i) Except as otherwise set forth herein, the failure of NWSL to assert or enforce any of its rights under this Agreement shall not be construed as a waiver of NWSL's right to subsequently assert or enforce any of its rights under this Agreement or any other Standard Player Agreement currently in effect or to which NWSL in the future becomes a party.
- (j) The Player acknowledges and agrees, by signing this Agreement below, that they have received and read in full the terms of this NWSL Standard Player Agreement and are in agreement with them.
- (k) To the extent any of the terms of this SPA, including the Schedule and any other attachments hereto, conflict in any manner whatsoever with the CBA, the terms of the CBA shall govern, irrespective of whether the CBA is specifically mentioned in a particular Section or not. The parties agree that PDF or facsimile signatures shall have the same effect as original signatures.

Signature Page Follows

**EXHIBIT 2**

**APPROVED HOTEL LIST**

*NWSLPA will not disclose the Approved Hotel List in the interests of protecting player safety.*

**SIDE LETTERS OF AGREEMENT**



## SIDE LETTER OF AGREEMENT NO. 1

Date: 25 April 2022  
Re: CBA Article 7, Section 7.7 – FIFA Circular #1787

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This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning the application of FIFA Circular No. 1787 to Section 7.7 of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022.

Section 7.7 of the CBA states in relevant part:

Unless terminated consistent with the SPA and this Agreement, a Player’s SPA will have a term that ends no sooner than December 31 of the calendar year in which the SPA commences. The current exceptions are the following categories of short-term contracts: National Team Replacement, Season-Ending Injury, Short-Term Injury, Goalkeeper Replacement, or loaned Player contracts. The terms of all short-term contracts must otherwise comply with this Agreement.

On or about February 24, 2022, Russia invaded Ukraine, a circumstance that was not contemplated by either party during CBA negotiations. On or about March 16, 2022, FIFA issued “FIFA Circular No. 1787,” which amended its rules for players currently registered with clubs in Ukraine (UAF) and Russia (FUR) to suspend their contracts with those clubs. More particularly, contracts with Ukrainian clubs are automatically suspended until June 30, 2022, and if a player is able to sign with another club and federation, the length of contract will not be limited. In Russia, a player may unilaterally suspend their contract with a Russian club until June 30, 2022, and if a player is able to sign with another club and federation, the length of contract will not be limited. These provisions came into effect as of March 7, 2022, and FIFA has not announced an end date for these stipulations; only that they will review them as the situation warrants them.

Given the guidance from FIFA and these extraordinary circumstances, the NWSL and NWSLPA agree FIFA Circular No. 1787 warrants an exception to Section 7.7 of the CBA until June 29, 2022 such that players coming to the NWSL from the Ukraine or Russia may temporarily enter into SPA’s that terminate on June 30, 2022. The NWSL will inform the NWSLPA of any Players who are using this temporary interpretation in writing and receive affirmation of agreement from the NWSLPA prior to the SPA being fully executed. The NWSL and NWSLPA will revisit and review this agreement at any time and specifically when additional information and guidance is provided by FIFA concerning the circumstances in Ukraine. This Side Letter has no binding or precedential effect as to what positions either side may take concerning any future guidance provided by FIFA.

Each Party represents and warrants that it has been duly authorized to enter into this Side Letter of Agreement. Further, this temporary agreement is entered into due to the extraordinary circumstances of the Russian invasion of Ukraine and shall have no precedential value or



prejudice to any other interpretation of the CBA or either party's rights or remedies as to any term of the CBA.

**AGREED TO BY:**

FOR NWSL:

DocuSigned by:  
*Jessica Berman*  
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\_\_\_\_\_  
Jessica Berman (Commissioner)

5/2/2022  
\_\_\_\_\_  
DATE

FOR NWSLPA:

DocuSigned by:  
*Meghann Burke*  
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\_\_\_\_\_  
Meghann Burke (Executive Director)

5/2/2022  
\_\_\_\_\_  
DATE