

# Collective Bargaining Agreement

between

The United States Soccer Federation

and

The U.S. Women's National Team  
Players Association



2022 - 2028

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## **PREAMBLE**

This Collective Bargaining Agreement (“CBA” or “Agreement”), which is the product of bona fide, arm’s length collective bargaining, is entered into this 1st day of June 2022, by and between the United States Soccer Federation (the “Federation” or “USSF”) and the United States Women’s National Team Players Association (the “Players Association” or “WNTPA”). The Federation and the Players Association shall be referred to collectively in this Agreement as the “Parties.”

## **ARTICLE 1 RECOGNITION**

The Federation recognizes the Players Association, a bona fide labor organization, as the sole and exclusive collective bargaining representative of all persons who are or may become employees of the Federation by having been selected to play as soccer players on the United States Women’s National Team (“Player(s)” or “WNT Players”) with regard to all terms and conditions of employment, and the Players Association is duly empowered to enter into this Agreement for and on behalf of such persons.

## **ARTICLE 2 DURATION**

The term of this Agreement shall be from January 1, 2022, through December 31, 2028. The Implementation Date shall be June 1, 2022. At least sixty (60) days prior to the expiration date, the Parties shall enter into good faith negotiations for a successor agreement.

## **ARTICLE 3 STRATEGIC PARTNERSHIP AND COLLABORATION**

- A. The Players Association and the Federation recognize that a strategic partnership and a collaborative working relationship will best serve their interests. To that end, they commit to regular formal and informal dialogue on matters that impact the United States Women’s National Team (“WNT”).
- B. Organizational Meetings: The parties agree to hold meetings at least bi-weekly to further strategic partnership and collaborative working relationships. For the avoidance of doubt, “bi-weekly,” as used herein, means every fourteen (14) days. The parties agree to continue the current practice of holding bi-weekly meetings between Federation staff in departments impacting WNT Players and Players Association staff.

## **ARTICLE 4 NO STRIKE/NO LOCKOUT**

- A. No Strike. Neither the Players Association nor any Player shall authorize, encourage, or engage in any strike, work stoppage, slowdown, or other concerted interference with the activities of the Federation during the term of this Agreement. No player shall decline to play or practice or in concert with any other person otherwise interfere with the activities of the Federation, or individually or in concert encourage any other Player to do so, because of picketing or a labor dispute involving any other labor organization. The Players

Association shall not support or condone any action of any Player which is not in accordance with this Article, and the Players Association shall exert reasonable efforts to induce compliance with this Article.

- B. No Lockout. The Federation shall not engage in a lockout during the term of this Agreement.

## **ARTICLE 5 MANAGEMENT RIGHTS; PLAYERS ASSOCIATION RIGHTS**

A. Management Rights

1. The Federation maintains the right to determine its operations, except as set forth in the provisions of this Agreement. The Federation may issue reasonable rules and regulations relating to the Players and/or the Team (~~and~~ consistent with Article 5.A.2, below to the extent that the rule or regulation is new and/or changed) and agrees to operate in a manner not in conflict with this Agreement or any applicable state or federal law, including the Ted Stevens Olympic and Amateur Sports Act and any successor legislation, concerning: (a) when, where, how, and under what circumstances it wishes to operate, suspend, or discontinue Team activities; (b) who will coach the Team and how the coach will be selected; and (c) the manner and the rules by which the Players shall play soccer, including (i) the right to determine the eligibility of the players, (ii) the manner by which the players shall conduct themselves on the field or in training camps or when traveling to and from training camps as it may from time to time reasonably deem best as required to maintain order, safety, and/or as is necessary for the effective operation of the Federation. As set forth in Article 5.A.2, the Players Association reserves the right to question the reasonableness and application of the Federation's rules or regulations affecting the Players or the Team through the Grievance and Arbitration procedure in Article 25. Nothing in this provision permits the Federation to do anything in conflict with the Ted Stevens Olympic and Amateur Sports Act, or any successor legislation.

It is agreed that USSF has the sole and exclusive rights, duties, and responsibilities to direct the operations of USSF and its National Teams except as set forth in the provisions of this Agreement. Such functions of USSF include, but are not limited to, the exclusive rights to:

- determine the schedules and locations of camps;
- to suspend or discontinue team activities, except to the extent participation is required by FIFA or the Ted Stevens Olympic and Amateur Sports Act or the Bylaws of the United States Olympic & Paralympic Committee or the Bylaws of the USSF;
- select, promote, and dismiss coaches and all coaching and non-player staff;
- to plan, direct, and control the operations of USSF in light of its business judgment, experience, and changing conditions;

- to determine all operational decisions related to the acquisition of revenue, including but not limited to the selection of broadcast partners, marketing agencies, and sponsors;
  - to negotiate the scope of and enter into and agree to, USSF broadcast, marketing, licensing, and sponsorship agreements, including, but not limited to, monetary terms associated with the broadcast, sponsorship, and marketing agreements;
  - to choose business partners and negotiate and enter into contracts including, but not limited to, the scope of the agreement and any monetary terms of the agreement;
  - to select promotional opportunities and to negotiate and enter into contracts including, but not limited to, the scope of the agreement and any monetary terms of the agreement; and
  - to determine all operational decisions related to all teams, academies, and training.
2. New and Changed Rules. If the Federation wishes to adopt a Rule or to change an existing Rule, it must first send the proposed Rule or change to the Players Association at least fifteen (15) business days before implementing the Rule or change. The Players Association shall have the right to request a meeting (in person or by telephone) with the Federation to discuss the Rule or change. If the Players Association does not request a meeting within fifteen (15) business days of its receipt of the Federation's notice of the Rule or change, the Rule or change shall be deemed reasonable. If a meeting is requested but no mutually satisfactory resolution is reached, the Players Association shall have the right to challenge the reasonableness of the Rule or change through the Grievance and Arbitration Procedure in Article 25. If a meeting is requested and no resolution is reached and the Players Association fails to initiate a grievance concerning the reasonableness of the Rule or change within six (6) months, the Rule or change shall be deemed reasonable. It is agreed that the Rule or change shall not be implemented or applied until the fifteen (15) business days have passed after the initial notice concerning the rule unless otherwise agreed to by the Players Association or while the reasonableness of the Rule or change is being challenged through the Grievance and Arbitration Procedure in Article 25.

If there is a conflict or inconsistency between the provisions of this Agreement and any Rule, the provisions of this Agreement shall control. Notwithstanding the above, nothing in this provision gives the Federation the right to enter into contracts that take away or diminish rights of the Players or the Players Association pursuant to the collective bargaining agreement, the uniform player agreement, or any other written agreement between the parties.

## B. Players Association Rights

1. Notice of WNT Activities Generally. The Federation shall provide the Players Association with copies of notices of all activities scheduled for or involving the WNT or Player(s), including the itinerary of camps (other than individual Player

meetings with coaches), all appearances, and other activities, when the Player(s) are given the schedule, in order that the Players Association may, in addition to remaining informed of the various activities of the Players, exercise its right to communicate with Players about their activities in an informed manner.

2. Notice of WNT Duties Outside of Camp. To the extent the Federation instructs a WNT Player perform any service or take any action outside of WNT camp (e.g., record content, make an appearance, perform noncustomary camp preparation such as sleep in an altitude tent, report information, participate in media activities, attend team meetings), the Federation shall inform the Players Association's executive director or her designee in writing of that activity and provide (i) a description of the activity, (ii) the location of the activity, (iii) the amount of time the activity is expected to take, (iv) the contact person at the Federation for the activity, and (v) the players who were asked to participate in the activity. This language is intended only to require notice if the Federation is reasonably instructing the player to do something. For illustration, if the Federation transmits a media request directed to a player from a local news organization, for example, notice is not required. If USSF staff provides advice or best practices to WNT player(s) as to what they can or should do outside of camp to maintain a fitness level that will increase the likelihood that they will be called into WNT camp, notice is not required. If, on the other hand, the Federation instructs players to participate in a training activity (e.g., a heat stroke clinic or required fitness regimen), the Federation will in writing notify the WNTPA executive director or her designee of their request.
3. Notice of Player Discipline. The Federation shall provide notice to the Players Association of any proposed documented discipline or any discipline to be imposed on any Player that affects Player's ability to participate in WNT activities, such notice to occur at least one week before such discipline is actually imposed where practicable. The Players Association shall have the right to challenge documented discipline, such as a warning notice or other documentation of progressive discipline, or any discipline that impacts a Player's pay, through the Grievance and Arbitration Procedure in Article 25.
4. Team-Management System Access. The Federation will provide online access for the Players Association to Teamworks (or other team-management system - to the extent that the Federation moves to a different team-management system) to enable the Players Association to view Player schedules and commitments at its convenience. The WNTPA agrees that the non-public information contained in Teamworks is confidential and that information obtained through Teamworks may be used by WNTPA only to the extent necessary to perform its collective bargaining duties.
5. Players Association Meetings. The Players Association shall be permitted to schedule meetings with the Players at the site of Team activities, including a camp, whether or not held in connection with a game. The day and time of the meetings shall be scheduled through discussions between the representatives of the Players Association and the Team's General Manager, recognizing the right of the Players

Association to hold these meetings at the activity of the Players Association's choice and the right of the Federation to have such meetings held at such times and places during that activity as the Federation reasonably believes to be the least disruptive to the activities and purposes of the Team. In return for the Players Association agreeing to hold its meetings at such times and places as the Federation reasonably believes to be the least disruptive, the Federation shall attempt to procure the places for the Players Association to hold its meetings that are held while the Players are in camp at no additional cost to the Federation or the Players Association.

C. Union Security

1. Wherever and whenever legal, all current Players within the bargaining unit who have completed at least thirty (30) days employment with the Federation, and all new Players who perform services for the Federation, except those players who maintain college eligibility, upon completion of thirty (30) days following the date on which Player is called into her first WNT camp without maintaining college eligibility, or otherwise begins performing employee services as a WNT Player, shall become and remain members of the Players Association in good standing and shall remain members in good standing as a continuing condition of employment. A Player is in good standing within the provisions of this Section C if they tender the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership in the Players Association.
2. Dues Checkoff
  - a. From each paycheck issued to WNT Players by the Federation, the Federation shall deduct from wages and transmit to the Players Association dues and other fees that members of the Players Association or employees within the unit represented by the Players Association individually and voluntarily certify in writing that they authorize the Federation to make. Such authorization shall be provided by the Federation to each Player when she is called into her first WNT camp without maintaining U.S. college athletics eligibility or otherwise begins performing employee services as a WNT Player, and shall be irrevocable for a period of not more than one (1) year from the date of execution, or the termination date of this Agreement, whichever occurs sooner. The Players Association will inform the Federation of the amount of dues and initiation fees it is obligated to withhold from players' paychecks on January 1 of each year. If the Players Association wishes to change the amount of dues that the Federation is deducting from player paychecks, at any time during the year, the Players Association must provide at least thirty (30) days' notice before the change will be implemented.
  - b. The transmission of dues and initiation fees deducted pursuant to this Article shall be accomplished through electronic transfer (ACH Deposit) of the funds to the account of the Players Association. The Federation shall

simultaneously provide to the Players Association, electronically and in an Excel-readable format, with a list of all members from whom deductions were taken, and the amount deducted and transmitted to the Union on behalf of each member.

D. Information Sharing. The following list of information-sharing provisions is included only for the parties' convenience and, to the extent there is an inconsistency between this Article and the referenced CBA provision, the provisions of the referenced provision shall control.

1. The Federation shall regularly provide the following information to the Players Association:
  - a. Notice of WNT Activities generally, as set forth in Article 5.B.1.
  - b. Notice of WNT Player Duties to be performed outside of WNT camp, as set forth in Article 5.B.2.
  - c. Notice of WNT Player discipline, as set forth in Article 5.B.3.
  - d. Amount of Dues deducted from WNT Player pay. As set forth in Article 5.C.2.b.
  - e. Notice of vacancies occurring in WNT Professional-Support positions, as set forth in Article 9.B.3.
  - f. Notice of the trial of new Professional-Support positions, as set forth in Article 9.C.3.
  - g. Notice of a finding of a violation of the Federation's anti-harassment policies involving WNT Players, as set forth in Article 10.C.4.
  - h. Notice of Non-Clinical Biospecimen Collection or Non-Clinical Research involving WNT Players, as set forth in Article 11.C.4.b.
  - i. Pre-publication draft research studies and manuscripts involving research conducted on or of WNT Players, as set forth in Article 11.C.6.
  - j. Notice of any use of Player Sensor data by the federation's Broadcast partner, as set forth in Article 11.D.3.
  - k. The proposed WNT camp schedule provided in advance of the second quarter Scheduling Meeting and the final WNT camp schedule following the second quarter Scheduling Meeting, as set forth in Article 12.C.1.b.
  - l. The final WNT camp schedule following any material Modification Scheduling Meeting, as set forth in Article 12.C.1.c.
  - m. Final venue arrangements for WNT matches, as set forth in Article 12.C.1.e.



- n. Preliminary and camp rosters, as set forth in Article 12.E.1.
- o. The tentative daily camp schedule, as set forth in Article 12.E.2.
- p. A report on the field condition as required by Article 13.
- q. Notice of requests to train on a natural grass surface made by the Federation to a foreign federation or tournament organizer for a natural-grass training surface, as set forth in Article 13.B.2.a.
- r. Notice of more favorable travel conditions provided to the MNT or MNT Players, as required by Article 14.A.1.f.
- s. Notice of any special travel arrangements to return a WNT Player to her club as part of the WNT Camp report, as set forth in Article 14.A.2.d.iii.
- t. At least annually by the start of the fiscal year, the hotel budget for the WNT and MNT for that fiscal year, as set forth in Article 14.
- u. An explanation of the Federation's reasoning if a preferred hotel is not used for the WNT, as set forth in Article 14.B.5.c.
- v. The MNT list of preferred hotels, if such a list is generated, as set forth in Article 14.B.7.a.
- w. Notice of any penalty assessed to a WNT Player for violating a drug-testing obligation, as set forth in Article 15.A.1.
- x. A quarterly accounting of the Attendance Bonus payable to WNT Players in 2022, as set forth in Article 16.A.4.
- y. All Partnership Agreements containing amounts that the Federation proposes to exclude from the Commercial Revenue Share, as set forth in Article 16.C.3.b, footnote. 4.
- z. A quarterly accounting of the Attendance Bonus payable to WNT Players in 2023-2028, as set forth in Article 16.E.1.
- aa. At least annually by the start of the fiscal year, a copy of the Federation's Workers Compensation insurance policy as set forth in Article 17.C.
- bb. Following each WNT camp and/or match, an accounting of the amounts paid to WNT Players associated with that camp/match, as set forth in Article 24.A.
- cc. Within ten (10) business days of the conclusion of each WNT or MNT trip, unless the WNT camp ends within 10 days of the end of an MNT camp, in which case, the report will be provided within 10 days after the conclusion

of whichever camp is later, the Federation will provide to the WNTPA, a WNT/MNT Camp Report containing the information set forth in Exhibit 6.

2. The Players Association shall regularly provide the following information to the Federation:
  - a. On a quarterly basis, WNTPA's most-current list of all players' agents, identifying the agents and the player(s) they represent.
  - b. On a quarterly basis, WNTPA's most-current list of all name, image, and/or likeness agreements made by each player with third parties.
  - c. On a quarterly basis, the WNTPA will provide a list of all licensing agreements entered into by the WNTPA or its licensing agent related to retired or current WNT players.

## **ARTICLE 6 NO DISCRIMINATION**

Subject to the Federation's obligation to comply with all rules, statutes, regulations, codes, mandates, etc. from FIFA and/or USOPC, neither the Federation nor the Players Association shall discriminate against or in favor of any Player because of religion, race, color, national origin, sex, gender, gender identity, age, marital status, family status, sexual orientation, veteran status, or membership or non-membership in or support of or non-support of any labor organization.

## **ARTICLE 7 EQUAL PAY ACKNOWLEDGEMENT**

- A. The parties have engaged in good faith collective bargaining negotiations, and those negotiations have culminated with this Collective Bargaining Agreement ("CBA") that is being implemented by the parties beginning on June 1, 2022 (the "CBA Implementation Date").
- B. The Players Association agrees that, beginning with compensation and benefits provided by the Federation to Players after the CBA Implementation Date, the compensation structure in the CBAs is identical and does not discriminate in favor of or against either the MNT or WNT or either team's players individually.

## **ARTICLE 8 PLAYER SELECTION AND PARTICIPATION**

- A. Selection. All Federation decisions concerning the selection and participation of Players with or on the WNT shall be made solely to promote and/or enhance the best interests of the WNT and the WNT Program.
- B. Match Rosters. USSF will name at least twenty-three (23) players to the roster for each match, unless the governing authority's (e.g., FIFA, IOC, Concacaf) rules for that match dictate a different number. If, subsequent to the roster being named, any Player on the roster

is unable to play in the match due to injury or for any other reason, USSF may within its sole discretion and without obligation, name a replacement to the roster. The parties' agreement with respect to the compensation of replacement Players is set forth in Article 16.A.2 and 16.B.2.

## **ARTICLE 9 WNT STAFFING**

- A. The Federation seeks to provide equal resources to the WNT and MNT with respect to specialized professional support services, while maintaining needed flexibility to fill those positions with the specific types of support specialists best suited to the unique needs of each team and the unique environments that each team's General Manager and Head Coach desires to maintain.
- B. Professional-Support Positions
  - 1. Professional-Support positions include all staff regardless of employment status (e.g., fulltime, independent contractor, fee-for-Service) working in the following departments/positions:
    - a. Coaching/Technical Staff (e.g., Head Coach, assistant coaches, scout/analysts, technical videographers);
    - b. Performance (e.g., High Performance Director; sports/data scientist; strength and conditioning coach);
    - c. Medical (e.g., physicians, athletic trainers, physical therapist);
    - d. Massage therapist/chiropractor;
    - e. Chef and Nutritionist;
    - f. Administrative/General Manager (e.g., General Manager, Team Administrator; Head Equipment Manager);
    - g. See the chart in C.2, below for specific inclusions and exclusions.
  - 2. Minimum Staffing Requirements. The Federation shall maintain the following minimum staffing levels in each camp, according to the following conditions.
    - a. The parties recognize the importance of hiring high-quality staff and maintaining consistent staffing in Professional-Support positions from one camp to the next.
    - b. All Professional-Support positions shall be present for all days of a WNT camp, except that the General Manager is not required to be present for each day of a WNT camp.

- c. Physician. The Federation shall have at least one (1) team physician in camp whose regular (non-WNT) practice includes diagnosis and treatment of musculoskeletal conditions, provided that at least one (1) of the pool physicians supporting the in-camp physician maintains a regular practice that includes the diagnosis and treatment of orthopedic conditions. The Federation shall include in each WNT camp report, a list of the pool physicians and their specialties that are supporting the in-camp physicians.
- d. Athletic Trainers.
  - i. The Federation shall employ at least two (2) athletic trainers (“ATC”), all of whom have been trained in tool-assisted and manual therapy and sports taping techniques, and at least one of whom can perform dry-needling.
  - ii. For camps with more than 20 Players, a third ATC shall be provided for all days of the camp, who should be able to tape efficiently.
  - iii. The Federation shall employ one (1) of the ATCs as a full-time employee of the Federation whose primary focus is on providing services to the WNT.
- e. Physical Therapist. The Federation shall employ at least one (1) physical therapist, who shall be employed as a full-time employee of the Federation whose primary focus is on providing services to the WNT.
- f. Massage Therapist. The Federation shall provide at least three (3) massage therapists for all days of the camp. The Federation shall not have the massage therapists perform non-massage duties to the extent that such duties would limit their availability to provide massages to WNT Players outside of all team meetings and all-team trainings. The WNTPA understands that the MNT does not currently have any massage therapists in camp and that their one (1) massage therapist position may be filled by a chiropractor, and that chiropractor may or may not be in camp every day.

### 3. Vacancies.

- a. In the event of a vacancy in a Professional-Support Position, the Federation shall provide the Players Association with written notice within three (3) business days of when the Federation learns that the individual will no longer be providing services to the WNT, provided that the Federation shall notify the Players Association at the same time as it notifies Players of the vacancy. If a vacancy arises within three (3) business days before the start of camp, the Federation shall provide notice no later than the first day of camp.
- b. When a vacancy occurs in the ATC and/or physical therapist position that is employed as a full-time employee of the Federation, the Federation may

fill a vacancy temporarily with a fee-for-service trial candidate or a Federation employee not assigned to the WNT (“USSF-shared staff”), and the Federation shall attempt to fill the vacancy with a full-time employee of the Federation no later than the second camp after the vacancy occurs. If the Federation has not filled the vacancy by the second camp after the vacancy occurs, upon request, the Federation shall demonstrate its efforts to fill the vacancy to the Players Association.

- c. Following the camp at which any high-performance, physician, athletic trainer, physical therapist, or massage therapist provides services on a trial basis, the Federation shall solicit Player input from the team captain(s) and Players Association concerning the candidate’s performance.
- d. On an on-going basis, the Federation shall consider input from the Players Association about the Professional Support positions.

C. Permissible Range of Professional-Support Positions

- 1. The Federation shall employ between 22-24 Professional-Support positions to provide support services to the WNT (“Permissible Range”).
- 2. The chart below describes the Professional-Support positions that count toward the Permissible Range:
- 3.

<b>Department/Position</b>	<b>Positions that DO count toward the permissible range</b>	<b>Positions that DO NOT count toward the permissible range</b>
Coaching/Technical Staff	All, examples of positions include:  Head Coaches Assistant Coaches Goalkeeper Coaches Opposition Scouts Opposition Analysts Performance/Video Analysts Technical Videographers	n/a
High Performance	All, examples of positions include:  Heads of Performance Sport Scientists Movement & Conditioning Coaches	n/a

Medical	One Physician Athletic Trainers Physical Therapists	All additional physicians
Massage Therapists/Chiropractor	1 Massage Therapist	2 Massage Therapists Chiropractor (whether in all days of camp or not)
General Manager/ Administrative	General Managers Team Administrators Assistant Administrators Equipment Manager	Assistant Equipment Manager
Nutritionist/Chef/Nanny	n/a	Nutritionist Chef Nanny
Security	n/a	All
Communications	n/a	All, examples of positions include:  Press Officer Content Producer Social Media Manager Photographer Videographer Content

4. In order to respond to technological and/or scientific advances, the Federation shall be permitted to try out a new position to assess whether the Federation's current staffing model should be reconsidered to provide a competitive advantage and that new position shall not count toward the range of Professional-Support positions permitted by this Article, provided that (i) the Federation provides advance notice to the Players Association of the position to be added, a description of the duties to be performed by the new position, and the camp to which the position is to be added; (ii) the Federation rotates the trial of any such positions between the WNT and MNT; and (iii) the trial period for a particular position shall not extend beyond two (2) camps for each of the WNT and MNT. If the Federation desires to extend the trial period further, the Federation shall request to meet and confer with the Players Association concerning the Federation's proposed changes, and approval of the proposed changes shall not be unreasonably withheld.
5. If Federation staff desires to increase the range of Professional Staff for both the WNT and MNT, the Federation shall request to meet and confer with the Players Association concerning the Federation's proposed changes, and approval of the proposed changes shall not be unreasonably withheld.

## **ARTICLE 10**

### **SAFE WORK ENVIRONMENT**

#### **A. Policy Statement.**

1. The Federation and the Players Association are committed to maintaining a work environment for WNT Players that is free from all forms of discrimination, including harassment, on the basis of any legally protected status as set forth in Article 6 of this Agreement. In connection with that commitment, the Federation has adopted policies that prohibit any form of unlawful harassment, discrimination, or intimidation (“Federation’s Anti-Harassment Policies”) against its employees. These policies are designed to provide a work environment that is free from all forms of sexual abuse, sexual misconduct, emotional misconduct, physical misconduct, bullying, and hazing.
2. The Federation’s Anti-Harassment Policies apply to conduct against WNT Players, by anyone, including managers, supervisors, coworkers, executives, directors, officers, other employees, vendors, clients, customers, or third parties.
3. The Federation’s Anti-Harassment Policies shall be maintained on [www.safesoccer.com](http://www.safesoccer.com), or other similar website accessible by WNT Players.

#### **B. Training.**

1. Staff Training. On at least an annual basis, the Federation shall ensure that all individuals that the Federation utilizes to provide services to the WNT (including Federation employees, independent contractors, and service-fee individuals) receive training on the Federation’s Anti-Harassment Policies, including but not limited to training on reporting obligations and bystander training.
2. WNT Player Training. As part of annual orientation, the Federation shall provide WNT Players with training on the Federation’s Anti-Harassment Policies, including but not limited to training on the protections afforded by the Policies, how a WNT Player can make a complaint under the Policies, bystander training, and how the Federation will investigate complaints under its Policies.
3. Annual Training Discussion. The Federation shall meet with the Players Association at least annually to review the materials for the Staff and Player trainings and to discuss whether the Federation should provide any additional trainings related to the Federation’s Anti-Harassment Policies or related to any other matters pertaining to Player health and safety.

#### **C. Reporting.** The Federation encourages open communication in which all WNT Players feel comfortable reporting concerns, whether the concerns involve suspected abuse, other misconduct, or any other violation of the Federation’s Anti-Harassment Policies.

1. The Federation shall maintain multiple mechanisms for WNT Players to report violations of the Federation’s Anti-Harassment Policy, including the ability to

report complaints on an anonymous basis. These mechanisms shall include but not be limited to by text, phone, email, and via an online submission form.

2. The Federation shall also designate the Federation's SafeSport Director or a designated Human Resources Professional and either the full-time Athletic Trainer or full-time Physical Therapist to receive reports of potential violations of the Federation's Anti-Harassment Policies from WNT Players. The names and contact information for those two individuals shall be provided to WNT Players during the annual orientation, included in each WNT camp's delegation handbook, informational materials distributed to players, or if neither exist, invitation to WNT camp, and shall be listed on a website or other technology, such as Teamworks, accessible by WNT Players.
3. The Federation shall inform all individuals that provide services to WNT Players that, if they observe or receive a report of a violation of the Federation's Anti-Harassment Policies, they must immediately—and no later than 24 hours after they observe the violation—report to the SafeSport Director or a designated Human Resources Professional. The Federation's Annual Training shall include the obligation to communicate immediately violations of the Federation's Anti-Harassment Policy and that the failure to do so could result in disciplinary action.
4. Within five (5) days of the conclusion of any Federation-conducted investigation or within five (5) days of receipt by the Federation of the conclusion of a SafeSport-conducted investigation, in which a violation of the Federation's Anti-Harassment Policies and/or the SafeSport Code was found, concerning a WNT Player (whether the WNT Player was the victim or was found to have violated the Policies) or any individual that the Federation utilizes to provide services directly to the WNT, *i.e.* a WNT staff member that is interacting directly with WNT players (including Federation employees, independent contractors, and service-fee individuals), the Federation shall notify the Players Association of the name of the person who was found to violate the Policies and any corrective actions the Federation will be taking to address the violation of the Policies. The Federation also agrees that, upon request, it shall meet with or provide information to the Players Association concerning the Federation's implementation of any corrective actions and the Federation will consider any additional corrective actions suggested by the Players Association, consistent with the SafeSport Code and requirements when applicable. The Parties understand that the Federation may be unable to conduct investigations into certain allegations of misconduct that are under the jurisdiction of SafeSport and is not obligated to report the findings of a SafeSport investigation if doing so would violate the SafeSport Code.
5. The Players understand that they are mandatory reporters and have reporting obligations under the SafeSport Code. The Players agree that they will comply with those obligations, including reporting obligations. Nothing in this provision supersedes or has any impact on the Federation or Players' SafeSport obligations, including any mandatory reporting requirements.



D. It is anticipated that most meetings between a WNT Player and a Federation employee or WNT service provider will take place in a hotel lobby, public space, or office. The parties agree that no meeting between a WNT Player and a Federation employee shall take place in a hotel bedroom, which does not include the non-bedroom room of a hotel suite (a living room or dining room) that is unoccupied and rented solely for the purpose of providing a meeting and/or treatment space. If a player requests not to attend a meeting or receive treatment in the non-bedroom area of a hotel suite, other options will be provided to the player.

E. Medical

1. During at least one WNT camp per calendar year, the Federation shall provide each WNT Player in attendance at that camp with an annual physical evaluation, which shall include an eye examination. This requirement shall terminate on the second-to-last day of calendar year 2028, at which point the Federation shall be required to provide only those physical evaluations required by FIFA, Concacaf, or another tournament organizer.
2. The medical history and physical exam portion of the annual physical evaluation shall take place in a private space with walls (not curtains) or in the office of a health care professional. When the Federation is conducting any other aspect of the annual physical exam, evaluating a WNT Player for injury (including but not limited to physical testing or use of portable MRI machines), conducting any evaluation that requires the Player to remove their shirt or shorts (including but not limited to a breast examination), or providing a player with a massage, where practicable (by way of example, it is not practicable to provide privacy for an evaluation occurring on the sidelines or field or an evaluation conducted on an acute injury), Player may request that such meetings shall take place in a private space with walls (not curtains) or in the office of a health care professional. It is understood that this may mean that the exam, evaluation, or massage treatment is delayed until a more private space is available. USSF will inform player(s) that all requests for privacy for medical evaluations, meetings, or discussions will be honored at the first camp each year, and any time USSF conducts a WNT Player orientation, and in each WNT camp's delegation handbook, informational materials distributed to players, or if neither exist, invitation to WNT camp. USSF shall also post a notice in the WNT Player locker room(s) and training room(s) informing Players that all requests for privacy for medical evaluations, meetings, or discussions will be honored.
3. At the request of a WNT Player, the Federation shall ensure that an observer be present for meetings, including annual physical evaluations, injury assessments, and treatment and/or meetings between WNT Players and Federation Medical Staff as defined in Article 9.B (i.e., Physician, Athletic Trainer, and Physical Therapist), unless an acute injury requires immediate treatment or an observer is unavailable, in which case the Player may decide to wait until an observer is available. The observer may not be a member of the Federation's Coaching/Technical or Administrative/General Manager staff as described in Article 9.B.

## **ARTICLE 11**

### **PLAYER MEDICAL AND PERFORMANCE DATA**

#### **A. Access to Medical Information.**

1. The parties understand and agree that performance-related player medical information received by Federation medical personnel may be shared with Federation non- medical personnel (including the Coaching/Technical and/or Performance staff) solely for the purpose of ensuring player health and safety, establishing proper loading or training, determining the appropriate number of minutes to be played by the player, for avoidance of player injury, and for selection on the game roster. No non-performance related player medical information received by Federation Medical staff will be shared beyond Federation Medical staff, and, within the Federation Medical staff, Non-performance related player medical information will only be utilized by Federation Medical staff for the purpose of providing player appropriate medical care. Annually, the Federation will notify players—on a group or individual basis—that their performance-related medical information will be shared with technical and/or high-performance staff for health, safety, training, and sporting purposes. If a player asks for certain information to be maintained in confidence by Federation medical personnel, Federation medical personnel receiving the request will inform the player if they are or are not able to maintain that information in confidence and will explain their reasoning. If a Federation medical personnel advises a coach or other Federation representative of a player's serious injury or career threatening physical condition which significantly affects the player's performance or health, the Federation medical personnel shall first advise the player in writing.
2. The Federation shall provide each WNT Player with an electronic copy of any imaging, diagnostic tests, surgical notes, and lab results concerning that Player from Federation medical services or tests through a secure online portal, or if the Federation is not able to provide a secure online portal, then in electronic form (e.g., via email). Additionally, upon request, the Federation shall provide a Player with a copy of written information concerning that Player communicated from the Medical staff regarding the Player's availability on any particular day or days (e.g., the Daily Availability Report). If the requests become administratively burdensome for the Federation, the Federation and the WNTPA will discuss an efficient method for providing this information to Players who have requested it.

#### **B. Wellness Surveys**

1. As set forth in the Uniform Player Agreement, while in camp, WNT Players shall complete daily wellness checks and health monitoring conducted through the Smartabase app, or any successor wellness monitoring platform adopted by the Federation. A copy of the daily wellness check and health monitoring survey is attached as Exhibit 9.

2. Inside and outside of camp, Benefit Players, as described in the Uniform Player Agreement, shall complete required weekly medical monitoring conducted through the Smartabase app, or any successor wellness monitoring platform adopted by the Federation. A copy of the weekly medical monitoring survey is attached as Exhibit 10.
3. The Parties agree that the Federation may revise the Player surveys. The Federation will not change the surveys in Exhibits 9 and 10 without the Players Association's approval. The Players Association's approval is limited to ensuring that the survey is designed in a manner to adequately protect Player privacy and safety. The Players Association's approval shall not be unreasonably withheld.
4. Consistent with current practice, the Federation shall continue to designate questions as medical-related and performance-related. Survey responses to medical-related questions shall be made available to the Federation's Medical staff, and survey responses to performance-related questions shall be made available to the Federation's Medical and Performance Staff.
5. Survey responses received by the Federation shall not be used by the Federation for any purpose other than supporting player health and/or performance and may not be sold or transferred to third parties, without the Player's written permission. For the avoidance of doubt, the collection and storage of survey results by the Federation or a third-party data collection and storage vendor retained by the Federation does not constitute and shall not be construed as a transfer of ownership of any such data.

C. Non-Clinical Bio-Specimen Collections and Non-Clinical Medical Research on WNT Players

1. Definitions:
  - a. "Non-Clinical Biospecimen Collection" shall mean any effort to collect, monitor, or analyze information on or in connection with the blood, urine or other biospecimen. The provisions of this Section C shall not affect a Federation medical personnel's ability to order blood or other biospecimen collection and/or testing of an individual player when he or she determines it is clinically indicated (e.g., to determine if such player is suffering from a medical condition, at the player's request, or based on the physician's clinical judgment in the course of medical treatment) or as may be required by the USOPC or other organizations as a condition of participating in international competition. Nothing in this Section C shall apply to data derived from wearable "sensors" as defined in Section D.1.
  - b. "Non-Clinical Research" means research on a WNT Player that involves conducting diagnostic tests for the purpose of gathering data rather than as clinically or medically indicated; circulating questionnaires or interviewing Player or Players directly (e.g., menstruation studies, heat acclimatization

studies); or administering any form of medication and/or blood testing for the purpose of the research rather than as clinically or medically indicated. “Non Clinical Research” does not include participation in daily wellness surveys completed by WNT Players while in camp or weekly wellness surveys completed by Benefit Players outside of camp or data derived from wearable “sensors” as defined in Section D.1.

2. Player participation in Non-Clinical Biospecimen Collection and Non-Clinical Research is strictly voluntary, and the Federation shall not inform any member of the WNT Coaching/Technical staff, the General Manager, or the Team Administrator, of the Players who participate or do not participate, without the player’s written permission.
3. Each participating player shall own their individual data collected during participation in Non-Clinical Biospecimen Collection and Non-Clinical Research. Participation in Non-Clinical Biospecimen Collection and Non-Clinical Research shall not require or cause a player to transfer ownership of their data to the Federation or any other third party. For the avoidance of doubt, the collection and storage of such individual data by the Federation or a third-party data collection and storage vendor retained by the Federation does not constitute and shall not be construed as a transfer of ownership of any such data. The Federation or a third-party data collection and storage vendor retained by the Federation shall maintain all data collected consistent with the requirements of Section E below, provided that it shall not be a breach of the Federation’s confidentiality obligations for anonymized Player data to be included as part of a publication or presented with the results of such a study. Aside from the individual(s) conducting the Non-Clinical Biospecimen Collection or Non-Clinical Research, the Federation shall not have access to data and information collected from a participating player unless or until such player provides informed written approval of such transfer, provided that no member of the WNT Coaching/Technical staff, the General Manager, or the Team Administrator staff shall participate in collecting a Non- Clinical Biospecimen collection or conducting Non-Clinical Research. If a player gives such consent, the resulting data will only be shared with the Federation’s Medical and Performance staff. Upon the conclusion of the Federation’s relationship with any third-party data collection and storage vendor retained by the Federation, the Federation shall require the third-party vendor to return to the Federation or destroy any player data collected and maintained by the third-party vendor. Notwithstanding the foregoing, the Federation may require a player to provide written consent for the transfer of their individual data as a prerequisite to the Federation paying for the costs of the collection and/or research.
4. Notice and Approval
  - a. WNT Players. Prior to conducting any Non-Clinical Biospecimen Collection and Non-Clinical Research, the Federation shall inform each player in writing that such participation is voluntary, that Players may withdraw their consent at any time and no longer participate in the research

project, and that participation or non-participation will not be factored into player selection for WNT games or camps.

- b. Players Association. No Non-Clinical Biospecimen Collection or Non-Clinical Research may be conducted without the Players Association's approval to ensure that the collection or research is designed in a manner to adequately protect Player privacy and safety and to ensure that the Player's participation is voluntary as required by this Article. At least forty-five (45) days prior to conducting a Federation Biospecimen Collection or Non-Clinical Research, the Federation shall provide written notice to the Players Association of its intention to do so. Such notice shall include the purpose of the collection and/or research; identify any third parties involved in the collection and/or research; describe what WNT Players will be asked to do including what if any bio-specimens will be collected; what, if any, WNT Player medical data previously collected by the Federation will be utilized as part of the research; and the expected timeframe for the WNT Players' participation. The Federation shall also provide the Players Association with the player consent form to be used in connection with the collection and/or research. The PA's approval shall not be unreasonably withheld.
5. Information arising from a Non-Clinical Biospecimen Collection or Non-Clinical Research and transferred to the Federation shall not be used by the Federation or any third-party for any purpose other than supporting player health and/or performance, which may include publication or presentation of anonymized player data in a study or publication, unless the player agrees that the study may utilize individual data. The Federation must ensure that all those involved, directly or indirectly, shall take all appropriate steps to protect personally identifiable information of the player participants from disclosure and ensure compliance with all applicable laws. No data/information collected may be sold or transferred to third parties, including for use in a different Non-Clinical Biospecimen Collection or Non-Clinical Research, unless the player agrees in writing to the sale or transfer of their individual data. Anonymized Player data may be included as part of a publication or presented with the results of such a study, and is not a transfer for the purposes of the previous sentence.
6. Prior to publication or presentation of results, the researcher shall send a draft of the report or manuscript regarding the study to the Players Association to ensure that any Player privacy concerns are appropriately addressed. This must occur reasonably in advance of (which is typically at least 60 days prior to submission and at least 30 days prior to publication of final paper upon acceptance) to provide the Players Association time to submit any comments, and includes any abstracts or presentation given or submitted based on the study. The Players Association may offer nonbinding comments but shall not have editorial control or input.
7. Access to Data. Throughout a player's participation in a Federation Biospecimen Collection or Non-Clinical Research, the Federation shall ensure that each participating player be given (i) a complete copy of their results and/or data and (ii)

any treatment or medical recommendations, if applicable. Such information shall be provided to the Player through a secure online portal or if such a portal is not available then to the Player in electronic form (e.g., via e-mail). Where such information is in the possession of a third party, the Federation shall ensure that the third party provides the players with access to such information.

D. Sensors, Player Metrics, and Player Biometric Data

1. For purposes of this Article, “sensors” shall mean any sensor, device, or tracking device worn by an individual player used to collect, monitor, measure or track any metric from a player (“Player Metrics”) (e.g., distance, speed, location, velocity acceleration, deceleration, jumps, changes of direction), biometric information (“Biometric Data”) (e.g., heart rate, heart rate variability, skin temperature, blood oxygen, hydration, lactate, and/or glucose), or other health, fitness and performance information.
2. The Federation may require all WNT Players to wear equipment that contains sensors for purposes of collecting information regarding Player Metrics during WNT games and camps. Players shall have the right to wear equipment of their own choosing that contains sensors for purposes of collecting information regarding Player Metrics during WNT games and camps, to the extent permitted by the rules of a particular event.
3. In connection with the exhibition of WNT games, the Federation and its broadcast partners, if any, may, as part of the broadcast, make commercial use of information regarding Player Metrics collected from Sensors worn by WNT players during WNT games, subject to providing advance notice to the Players Association of such use. Such notice shall include (i) type of Sensor(s) to be used; (ii) an overview of data to be shared with third-parties; and (iii) the third party with which the information will be shared, prior to any commercial use of such data. Other than as set forth in this Agreement or as expressly set forth in the Uniform Player Agreement and/or any other written agreement between the parties, the Federation shall not make commercial use of any Player Metrics, and shall not share Player Metric data with any third party, including by making commercial use of Player Metric data collected during WNT camps. The Federation shall not, under any circumstance, make commercial use of Player Biometric Data, as defined in this Section D.
4. The Parties acknowledge that, subject to the grant of rights set forth in Paragraph 6.a and 6.b of the Uniform Player Agreement and Paragraph 4.a of the Commercial Rights Agreement, each individual player owns their personal data collected by Sensors and wearing Sensors required by the Federation shall not require or cause an individual player to transfer ownership of their data to the Federation or any other third-party. No exchange or transfer of player data collected pursuant to this Article will result in a transfer or change of ownership.

5. The Players Association must provide advance approval for collection of any data from Sensors for WNT Players outside of WNT games or practices.
  6. The Federation shall provide each WNT player with access to all information and/or data that has been collected from use of a Sensor pursuant to this Article and any information and/or data that the Federation has received from a third party that has been transferred to the Federation (e.g., information and/or data concerning WNT players from the NWSL) through a secure online portal.
- E. Confidentiality. Except as expressly permitted by this Article, the Federation shall maintain all medical information, including but not limited to information collected pursuant to this Article, periodic wellness surveys completed by WNT players, and/or information collected by Federation Medical Staff, in a manner consistent with the Privacy Rule under the Health Insurance Portability and Accountability Act, which sets forth the requirements for the protection of an individuals' medical records and other personal health information.

## **ARTICLE 12**

### **WNT SCHEDULING**

A. Annual Minimum Number of Games.

1. The Parties agree on the goals of maximizing WNT games and providing Players with certainty as it relates to their schedule. The Parties also understand that factors outside of the Federation, such as FIFA calendars (which, at the time of this agreement, are unknown after the 2023 calendar year), existing tournament qualifying and scheduling, and new tournament qualifying and scheduling, impact the Federation's ability to conduct meaningful advance planning of the WNT schedule. Notwithstanding those challenges, the Federation agrees that each calendar year, the Federation shall hold at least the greater of (i) thirteen (13) matches or (ii) the maximum number of matches permitted by the FIFA International Match calendar ("FIFA window") that are not for Official Competitions.
2. Except as provided by Sections A.3 and A.4 below, in the event that the Federation fails to hold the minimum number of matches set forth in Section A.1 above, the Federation shall pay Players invited to the camp tied to the FIFA window in which the Federation failed to hold the maximum number of matches (or other appropriate roster in the event no roster was selected for a particular camp) with an appearance fee and game bonus equivalent to a win against a Tier 1 opponent for each match not held during that FIFA window, provided that, Players remained in camp for the full FIFA window to the extent requested by the Federation and participated in team activities as requested, including participating in commercial activities consistent with the requirements in the UPA.
3. In the event that the Federation fails to hold the minimum number of matches set forth in Section A.1 above as a result of lack of availability of opponents or impact

of international travel on the team's ability to play multiple games in a window, the Federation shall pay Players invited to the camp tied to the FIFA window in which the Federation failed to hold the maximum number of matches (or other appropriate roster in the event no roster was selected for a particular camp) with an appearance fee and game bonus equivalent to a win against a Tier 2 opponent for each match not held during that FIFA window, provided that Players remained in camp for the full FIFA window to the extent requested by the Federation and participated in team activities as requested, including by participating in commercial activities consistent with the requirements in the UPA. This payment obligation begins with the second such FIFA window that occurs during the term of this Agreement in which the games are not maximized.

4. The Federation shall not be obligated to make the payments described in Sections A.2 or A.3 above in the event that the failure of the Federation to hold the minimum number of matches set forth in Section A.1 above is due to any of the following causes, to the extent beyond the Federation's reasonable control: act of God, accident, riot, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophe, governmental act or omission, or change in laws or regulations. For avoidance of doubt, in the event that a scheduled match does not occur due to any of the listed causes, the Federation shall attempt to re-schedule the match at a later date in the calendar year to the extent possible given the existence of the force majeure event.
- B. Club coordination. In conformance with the WNT Schedule set forth in Article 12.C, below, the Federation recognizes the importance of Women's Club Football and, accordingly, shall make a good faith effort to minimize the number of club games missed by WNT Players due to WNT duties outside of FIFA windows.
- C. WNT event schedule.
1. Quarterly Meeting
    - a. On a quarterly basis, the Federation shall meet with the Players Association to discuss: (1) a four-year projected schedule for both the MNT and the WNT if available, (2) a projection of all camps, camp dates, and estimated number of matches per camp for the MNT and the WNT, (3) whether the camp is likely to be in the United States or abroad, (4) for camps that are likely to be in the United States, guiding principles around the potential venue/location, (5) target venues for anticipated matches in the following year, and (6) identification of venues/locations once the Federation has finalized arrangements for camps and/or matches. The Federation shall provide the Players Association with the most up-to-date information and thinking on WNT camps and/or matches, and the Players Association agrees to take reasonable measures to maintain the confidentiality of the information until it is deemed final. The parties acknowledge that the Federation's scheduling process for camps and matches is the result of many



factors including but not limited to FIFA playing windows, the availability and pricing of stadia, time of year, weather, etc.

- b. While the parties shall discuss a projected schedule during each quarterly meeting, during the meeting held during the second quarter of the calendar year, the parties shall meet to agree upon the schedule for WNT camps (including the specific dates for any WNT camps to be held outside of FIFA windows) for the following calendar year consistent with the goals identified in A.1 and B, above. At least seven (7) calendar days prior to that meeting, the Federation will present a full and complete proposed camp schedule for the following year (including the start and end date for each camp) and will, in good faith, consider any input or proposals provided by the WNTPA. The parties intend to reach an agreement on the camp schedule at the Second Quarter meeting. If, for any reason, the parties are unable to reach an agreement on the schedule at the Second Quarter meeting, US Soccer may impose the schedule it presented during the Second Quarter meeting, including any changes discussed during the meeting. US Soccer will provide the Players Association with the final camp schedule within fourteen (14) calendar days of the Second Quarter meeting, unless the parties agree otherwise.
- c. If, subsequent to the Second Quarter meeting, (i) there are material changes in either the international match calendar (e.g., biennial World Cups, the addition of a January FIFA window, or similar), or the calendar for the clubs in which WNT Players play (e.g., the NWSL), or (ii) in the event the Federation was unable to hold the maximum number of matches in a particular FIFA window (collectively “Material Modifications”), the Parties will meet and discuss any impact on the schedule. If, for any reason, the parties are unable to reach agreement on schedule changes made necessary by Material Modifications, US Soccer may impose any changes discussed during the meeting. US Soccer will provide the Players Association with the final camp schedule within fourteen (14) calendar days of the Material Modifications meeting, unless the parties agree otherwise.
- d. In recognition of the parties’ shared interest in maximizing commercial revenue and ticket share, the Federation shall secure venues for WNT matches in connection with FIFA windows during which the Federation controls all matches at least four (4) months in advance of the match, absent extraordinary circumstances. The Federation will provide advance notice and an explanation of the extraordinary circumstances. The Federation shall strive to secure such venues at least six (6) months in advance.
- e. The Federation shall inform Players Association in writing when venue arrangements have been finalized as soon as possible, prior to public announcement.

## 2. WNT Camps and Matches Outside of FIFA Windows

- a. January Camp. The Federation shall have a camp for WNT Players in January of each year of this Agreement. For 2023, the camp shall run from January 9 through January 23. In all other years, the January camp shall run for at least ten (10) but not more than fourteen (14) days and shall not start before January 7, provided that the Federation may start January camp on or after January 4 in the event that the time period between the later of the last day of the last FIFA window of the calendar year or the NWSL Championship game and January 4 is eight (8) weeks or more. In the event that a FIFA window is added during the month of January, the dates of the camp and matches in connection with that FIFA window shall be scheduled in accordance with Section C.1.b, above.
- b. SheBelieves Cup. For 2023, the camp in connection with the SheBelieves Cup shall run from February 6-22. In all Olympic and World Cup years, the Federation shall have a camp for WNT Players beginning a maximum of seven (7) days prior to the start of the SheBelieves Cup FIFA window (or the equivalent FIFA window in the first quarter of the calendar year). In all other years, the Federation shall have a camp for WNT Players beginning a maximum of four (4) days prior to the start of the SheBelieves Cup FIFA window (or the equivalent FIFA window in the first quarter of the calendar year).
- c. WNT Camp in Connection With World Cup and Olympics Tournaments. For 2023, the camp in connection with the World Cup shall begin no earlier than June 26 and run continuously through the FIFA window for the World Cup. In all other years, the camp in connection with the World Cup and Olympics Tournaments shall begin at least seven (7) but not more than twenty-one (21) days prior to the start of the applicable FIFA window, FIFA regulations permitting.
- d. The authority of the Federation to require the WNT Players' non-United States based club teams to comply with USSF's request to release WNT Players outside of FIFA windows is dictated by FIFA rules.
- e. The Federation shall not retaliate against a WNT Player (e.g., not calling the Player into a future camp or placing on a roster) solely because the Player did not participate in a WNT camp and/or match occurring outside of a FIFA window.

## 3. Victory Tour

- a. If the WNT places first in the World Cup or Olympics, there shall be a Victory Tour in the first camp following the respective tournament, which shall occur in the first FIFA window following the tournament.

- b. The games are to be played with the same roster that appeared in the tournament to the extent such Players are available to participate. If such players are not available, the Federation shall add additional players to be in compliance with Article 8.B.
  - c. Any Victory Tour games shall be compensated as Tier-1 Friendly Wins regardless of opponent rank and match result for those players on the World Cup or Olympics roster, as applicable, provided that the Player participates in the camp and matches to the extent that they are medically able. The Federation shall compensate all other Players consistent with the rates for friendlies, based on opponent rank and result, as set forth in Article 16.
  - d. In the event that the WNT fails to win the qualifying tournament for the World Cup and Olympics (e.g., the Concacaf W Tournament) and is, as a result, required to participate in the play-in tournament in the FIFA window immediately following the World Cup, there shall be no Victory Tour following that particular World Cup. In addition, if the FIFA window immediately following the Olympics is similarly occupied by an official competition, there shall be no Victory Tour following that particular Olympics.
- 4. Training Camps. Before the Federation plans more than two (2) camps not tied to games in any one (1) calendar year, it shall meet with the Players Association to discuss the decision and shall provide a reasonable explanation to the Players Association.
  - 5. Closed Door Matches. Before the Federation plans more than one (1) closed-door match (defined generally as matches that are not open to the public, do not collect any paid admission, and are not televised but also to include training matches abroad that are held on the same trip as a match for which the Player is paid pursuant to Article 16. and for which the Federation receives no appearance fee or revenues, are attended by less than one thousand spectators, and are not televised regardless of whether there is paid admission) in any one year, it shall meet with the Players Association to discuss the decision and shall provide a reasonable explanation to the Players Association. Players shall not be paid for closed-door matches.

D. Rest time.

- 1. Annual. In conformance with the WNT Schedule set forth in Article 12.C, above, WNT Players shall have rest time with no soccer commitments for or on behalf of the Federation after the November/December FIFA dates and before the January camp, except to the extent otherwise limited by FIFA dates and/or confederation tournament dates, provided that in no event shall the rest time be less than six (6) consecutive weeks.
- 2. Following Major Tournaments (World Cup Qualifying, World Cup, Olympics): The Federation will use its best efforts to work with club teams to provide WNT

Players participating in Major Tournaments with a period of at least seven (7) days following the end of the WNT's participation in the Major Tournament (i.e., when the Player disembarks from the last flight from Federation obligations) before the Player is required to report to their club team. The WNTPA acknowledges that USSF has no authority to require the WNT Players' club teams to comply with USSF's requests.

3. During WNT camps.

- a. A "Rest Day" is when there is no Team training (including all team training, pod training, and lifts), Team competition/matches, Team travel, or meetings between players and Technical staff, High Performance staff, and/or Nutritionist, unless a Player specifically asks to have such a meeting on their Rest Day.
- b. For camps lasting longer than ten (10) days, except during World Cup, Qualifications, or Olympic camps, the Federation shall provide WNT players with at least one (1) Rest Day. For camps lasting longer than fourteen (14) days, except during World Cup, Qualifications, or Olympic camps, the Federation shall provide WNT players with at least two (2) Rest Days. For camps lasting longer than twenty (20) days, except during World Cup, Qualifications, or Olympic camps, the Federation shall provide WNT players with at least one (1) Rest Day for every seven (7) days of camp. For clarification, travel days on which there is no training, match, or other WNT programming shall not count towards the length of the WNT camp for this provision. For avoidance of doubt, there would be at least one (1) Rest Day if the camp lasted eleven (11) days, at least two (2) Rest days if the camp lasted fifteen (15) days, and at least three (3) Rest Days if the camp lasted twenty-one (21) days, except for any World Cup, Qualifications, or Olympic camps. By way of example, if players travelled into WNT camp on Saturday, had a "welcome meeting" with the team on Sunday, and then attended a nine-day Type I window beginning on Monday and continuing through Tuesday, camp would be ten (1) days and no rest day would be required.
- c. To the extent that the Federation wishes for a Player to perform any Spokesperson duties or Content Creation responsibilities, as defined in Section 4.b. of the UPA, and the only available day to perform those responsibilities is on a Rest Day, the Federation shall schedule such activities so that they occur either in a morning (between 9:30 am – 12:30 pm) or afternoon (between 1:00 pm – 4:00 pm) window. The Federation shall solicit input from such Player about whether the Player would prefer the morning or afternoon window, and, absent exceptional circumstances, the Federation shall honor the Player's preference.
- d. Where the Federation has flexibility regarding when the Content Creation responsibilities can occur, the Federation shall solicit input from such

Player about whether the Player would prefer the morning or afternoon window on a Rest Day or on a non-Rest Day, and, absent exceptional circumstances, the Federation shall honor the Player's preference. Where a particular content creation session involves multiple players to be present at the same time period, the Federation shall solicit input from such Players about whether they would prefer the morning or afternoon window on a Rest Day or on a non-Rest Day and shall determine the day (Rest Day or non-Rest Day) and timing (morning or afternoon) of the content creation based upon that input.

4. Identification Camps. Notwithstanding the requirements of Section D.1, above, the Federation may hold a new player identification camp ("Identification Camp") during the WNT rest period described in Section D.1, above, provided the Identification Camp complies with the following restrictions:
  - a. Players who have not been in more than two (2) camps in the calendar year in which the Identification Camp is held can participate in the Identification Camp. The Parties will work together in good faith to include WNT players whose NWSL team did not make the playoffs in Identification Camps, to the extent that doing so would provide 6 weeks rest time consistent with (d)(1), above.
  - b. The Identification Camp shall be fourteen (14) or fewer days.

E. Player and Players Association Notice of Camp Invites and Camp Schedule:

1. Notice of Preliminary Roster, Final Roster, and any changes shall be provided to the Players Association no later than the same day on which the Player was informed of their inclusion. The Federation will send the final camp invite list to the final roster of all players invited to camp at least twelve (12) days prior to the travel day for each camp (e.g., if the travel day into camp is April 3, the final camp invite list should be sent no later than March 22), except that for WNT camps that occur outside of a FIFA window and are added after the annual scheduling meeting as provided for in Section C.1.b, above, that occur, the Federation shall send the final camp invite list at least fourteen (14) days prior to the travel day for each camp. Subject to applicable FIFA rules, the Federation may invite additional players to camp after the final camp invite list in the event a player on the final camp invite list is no longer able to perform services for that camp (e.g., injury, personal or family emergency/illness) or in the event the Federation wishes to expand the number of players invited into camp.
2. A tentative daily camp schedule shall be provided to the Players Association at least three (3) weeks before the start of any WNT camp via email. The Federation shall provide a daily camp schedule to WNT Players at the time of their preliminary and final invitation to a WNT camp. The Federation shall provide an updated schedule at least one (1) week before the start of a camp. The schedule may be changed at any time at the discretion of the Head Coach; any changes shall be promptly

communicated to the Players. The parties agree that predictability is important to Players so that they can plan for physical and mental rest. With respect to any changes in the daily camp schedule that had been provided to the Players Association, to the extent the Federation is able to provide the Players Association access to the calendar via an app or other technological means per Article 5.B.4, the Federation will not be expected to provide those changes to the advance schedule via other means to the Players Association.

### **ARTICLE 13**

#### **VENUES FOR WNT GAMES AND MATCHES**

##### **A. Venues for WNT Games**

1. The Federation shall comply with the U.S. Senior Women's National Team Event Venue Selection Policy ("Venue Policy"), a copy of which exclusive of tables is attached as Exhibit 2 to this Agreement. If there is a conflict or inconsistency between the provisions of this Agreement and the appended Venue Policy, the provisions of this Agreement shall control.
2. For WNT matches that the Federation controls, the Federation shall schedule such matches at a venue satisfying one (1) of the following:
  - a. An approved venue listed on Table 1 to the Venue Policy ("Approved Venues");
  - b. A venue that is a candidate to host the 2026 Men's World Cup listed on Table 2 of the Venue Policy ("World Cup Venues");
  - c. A soccer-specific stadium for use by either an MLS or NWSL team that has a natural grass surface and seating capacity in excess of 15,000; or
  - d. Any venue agreed to by U.S. Soccer and the Players Association.
3. With respect to World Cup Venues, the following conditions also apply:
  - a. Up to two (2) matches total may be played by the WNT at a World Cup Venue, provided that:
    - i. The WNT may not play more matches (excluding Victory Tour matches) at World Cup Venues than the MNT during the four-year (4) period in which the Venue Policy is in effect.
    - ii. Neither of the two (2) matches may be scheduled during the three (3) months preceding World Cup qualifiers, the World Cup, Olympic qualifiers, or the Olympics;
    - iii. Victory Tour matches will not count against the two-match (2) limit; and

- iv. The matches are played during the four-year (4-year) period during which the Venue Policy is in effect.
- b. If any World Cup Venue is not selected as a host venue for the 2026 Men's World Cup, it will be deemed removed from Table 2 of the Venue Policy and will no longer be available for U.S. Soccer-controlled matches, except as permitted by this Section A.3; and
- c. If any World Cup Venue converts its playing surface to natural grass, it will be deemed added to Table 1 of the Venue Policy as an Approved Venue.
- d. A natural grass or temporary natural grass surface shall be used, unless the Players Association agrees to use artificial turf and, prior to the game, the artificial turf is inspected by Federation staff and Federation staff determines that the artificial turf is in safe condition and is conducive to soccer on game day. The Federation shall provide the Players Association with photographs of the artificial turf and report on its condition.

B. Venues for WNT Camps.

- 1. Training in connection with WNT camps, associated with games the Federation controls or where there is no match connected with the camp. Training shall be on natural grass unless the Players Association agrees to artificial turf or temporary natural grass, provided that, in the event that a match occurs at a World Cup Venue pursuant to Section A above, the approval of the Players Association is not required to train on that particular venue's temporary natural grass surface. In the event that, due to inclement weather, the Federation seeks to conduct a training session on artificial turf or temporary natural grass, the approval of the Players Association shall not be unreasonably withheld. If the Players Association agrees to training on turf and/or temporary natural grass, prior to the commencement of training, Federation staff shall inspect the artificial turf and/or temporary natural grass and determine that the artificial turf or temporary natural grass is in safe condition and is conducive to soccer on the day(s) of the training. The Federation shall provide the Players Association with photographs of the artificial turf or temporary natural grass and a report on its condition.
- 2. Training in connection with WNT camps that are associated with games the Federation does not control.
  - a. Official Competitions. Except when matches in connection with an Official Competition (including qualification matches) are to be played on artificial turf, the Federation shall request in writing that the tournament organizer secure a natural grass site for WNT training. The Federation shall provide a copy of the request to the Players Association at the time the request is made to the Tournament Organizer. The Players Association understands that the playing surface of training for a match in connection with an Official Competition (including qualification matches) is not within USSF's control.

- b. Away Friendlies. Absent approval from the Players Association, the Federation shall require that when the WNT plays a match outside the United States that both the match and training for the match occurs on a natural grass field, unless the WNTPA agrees that the match and/or training will be played on temporary natural grass or turf (for technical or other reasons). In the event that the Federation seeks to conduct training and/or an away friendly on temporary natural grass or artificial turf, the approval of the Players Association shall not be unreasonably withheld.
  - c. If such training occurs on temporary natural grass or artificial turf, prior to the commencement of training, USSF staff shall inspect the artificial turf and/or temporary natural grass and determine that the artificial turf or temporary natural grass is in safe condition and is conducive to soccer on the day(s) of training. The Federation shall provide the Players Association with photographs of the artificial turf or temporary natural grass and a report on its condition.
- C. Factors for Selection of Venues. A non-exhaustive list of factors that the Federation utilizes to select venues for WNT-controlled games and camps, at the time of the signing of this Agreement, is set forth in Exhibit 4 to this Agreement. Some factors are weighted more or less heavily depending on the circumstances and new factors may be added over time, but the Federation acknowledges that factors that impact health and safety of players, as designated in Exhibit 4, will always be an important input in the selection of venues for WNT games and WNT camps. Upon the request of the Players Association, the Federation shall provide an explanation to the Players Association of the rationale for selection of a particular venue, including the factors the Federation applied in this particular selection and why certain factors were weighted more or less heavily depending on the circumstances.

## **ARTICLE 14 TRAVEL**

- A. Air Travel
  - 1. General
    - a. The provisions in this Article apply when the Federation is booking individual tickets, booking flights through group ticketing, and booking for Federation sponsor appearances, as set forth in Article 22.
    - b. Annually, the Federation shall collect from each player their preference for travel seating (aisle or window). The Federation shall fulfill each Player's preference, provided such seats are available.
    - c. The Federation shall provide direct flights when available. When a direct flight is not available, the Federation shall provide the fastest non-direct flight available.



- d. In no event shall the Federation pay for a Federation staff member (other than the Head Coach) to receive a more premium seat than a Player on the same flight.
- e. The Federation shall comply with the Charter Flight Policy, a copy of which is attached as Exhibit 3 to this Agreement. If there is a conflict or inconsistency between the provisions of this Agreement and the appended Charter Flight Policy, the provisions of this Agreement shall control.
- f. In the event that the Federation provides, for travel within the Federation's control, more favorable air travel conditions to players on the MNT, whether for individual or team travel, that differs from the provisions in this Article, the Federation shall provide notice to the Players Association within five (5) business days, and the Players Association shall have the right in its sole discretion to require the Federation to provide those provisions for the WNT. The Parties acknowledge and agree that this provision is not intended to apply to individual compelling circumstances that result in more favorable air travel conditions for a particular MNT player in a particular circumstance (e.g., emergency family situation) or to air travel that is not within the Federation's control. The Parties agree that this is intended to operate as a most favored nations provision, ensuring equal air travel conditions for the MNT and WNT.

## 2. Individual Travel

- a. ABC Flights. The Federation shall provide each Player with flights to and returning from WNT camp or other Federation activity even if the Player books and takes an intermediate flight at their own expense, provided that, for domestic camps and activities, the intermediate destination must also be a domestic destination and for international camps and activities, the intermediate destination must be on the same continent as the WNT camp or activity, unless approved by USSF. For example, if the final match of a WNT camp were in Pittsburgh, a Player's club market is Los Angeles, and the Player pays for and flies from Pittsburgh to Orlando before returning to their NWSL market, the Federation shall pay for Player's flight from Los Angeles into WNT camp in Pittsburgh and their flight from Orlando to Los Angeles. As another example, if Player was in Chicago and flew to Sweden for WNT camp, and Player pays for and flies from Sweden to England before returning to their club market in Chicago, the Federation shall pay for Player's flight from Chicago to Sweden and from England to Chicago.
- b. Option to upgrade. Individual tickets must be upgradable so that a Player may use their own status, miles, or money to upgrade if they choose.
- c. Alternative travel. The Federation shall provide alternative travel arrangements when, for example, reasonable car service, rental car, or other transportation is most convenient for a Player.

- d. Class of air service. WNT Players shall receive the following class of service for individual travel:
  - i. Domestic Air Travel. For Player transportation to any Team match or training camp or other activity related to this Agreement on behalf of USSF, Player will be provided with the following class of service on United States domestic flights:
    - 1. Flights lasting two (2) or more hours to or from the training camp or match or activity (duration based on published departure time to arrival time): business class or higher, unless Player agrees to travel in a lower class of service on a flight that does not have business class available because doing so would be more convenient or otherwise preferable to the Player.
    - 2. Flights lasting less than two hours to or from the training camp or match or activity: Premium Economy/Economy Plus.
  - ii. International Air Travel. For Player transportation for any international travel to any match or training camp or other activity related to this Agreement on behalf of USSF, USSF will purchase a business class airfare or its equivalent (if no such class of service is provided on the specific plane or flight, the next class of service above economy class) when available, from Player's location to the site of the camp or match, unless Player agrees to travel in a lower class of service on a flight that does not have business class available because doing so would be more convenient or otherwise preferable to the Player. The Federation shall notify the Players Association of any decision by a player to select economy travel instead of business class or higher travel pursuant to this paragraph as part of the Women's National Team Camp Report.
  - iii. Special Travel Arrangements to Get Players Back to Their Professional Club Teams. Upon a Player's request to return a Player to their professional club team as soon as possible following a camp or match, the Federation will make reasonable efforts to work with the Player to transport that Player home as quickly as possible, which may involve such options as a flight immediately after a match and/or charter flight or private commercial air transportation and/or collaborating with the Federation of an opposing team on a charter flight or private commercial air transportation if one or more Players on the opposing team also want to return to their professional club team(s) as soon as possible. The Federation and the Player will work together to resolve the travel arrangements in light of the cost of the various options, any costs over the cost of the

class of service provided by the Federation pursuant to this CBA will be borne by the Player or Player's club. The Federation shall notify the Players Association of any special travel arrangements provided pursuant to this paragraph as part of the Senior National Team Camp Report.

3. Team Travel

a. Charter Flights.

- i. The Federation will provide an equal number of charter flights to both the WNT and the MNT for team travel over the course of four-year periods beginning on January 1, 2021, regardless of whether those flights are used to travel to and during Official Competitions, tournaments, friendlies, camps, or other events. The minimum number of charter flights provided to the WNT shall equal the number of Official Competitions (as defined by FIFA statute) occurring in the United States or within Concacaf that the team with more such competitions (the WNT or MNT) has over the course of the four-year period,<sup>1</sup> except that the minimum number of charter flights shall not include Official Competitions where Concacaf provides the transportation.<sup>2</sup>
- ii. For the purposes of this Section 3.a, the number of charter flights is defined as the individual number of charter flights flown, not the number of matches, tournaments, or other events to which the team travels.
- iii. Confidentiality. When charter flights are used by the Federation to transport WNT players, and when members of the media are allowed to travel on the charter flight with the Players, the Federation will supply the Players Association with the names and affiliation of the media members scheduled to be on such flight and all media members will be required to agree in writing to confidentiality provisions as a condition to traveling on the charter flight. As feasible, efforts will be made to provide media members with their own seating area.

- b. Other Team Air Travel. For transportation with the Team (e.g., from one training location to another, from a training location to the location where the game will be played, etc.), USSF will use a charter flight or business

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<sup>1</sup>The first four-year period is from January 1, 2021 through December 31, 2024. The second four-year period is from January 1, 2025 through December 31, 2028.

<sup>2</sup>In determining the number of charter flights flown for the period from January 1, 2021 through December 31, 2024, the Federation will count the charter flights flown by the MNT and WNT in Calendar year 2020.

class airfare or equivalent (or if no such class of service is provided on the specific plane or flight, the next class of service above coach class), when available, for all flights, unless the Players Association agrees. In those situations where the WNT is not traveling by charter flight, the following rules apply:

- i. In booking domestic WNT team air travel, the Federation shall take into account the Player Association's preference that all Players travel on the same flight.
  - ii. The parties agree that booking the team in business class or equivalent could result in players traveling separately, and not as a team.
- c. Alternative travel. The Federation shall provide alternative travel arrangements when, for example, a train or other non-air transportation is more convenient for the Team.

B. Hotel Accommodations

1. The Federation shall comply with the Senior Women's National Team Hotel Accommodations Policy, a copy of which is attached as Exhibit 5 to this agreement. If there is a conflict or inconsistency between the provisions of this Agreement and the appended Hotel Accommodations Policy, the provisions of this Agreement shall control.
2. On a per-night, per-room basis, the Federation will maintain comparable budgets for the WNT and MNT for each fiscal year for hotel accommodations for matches and camps where the Federation wholly organizes and pays for accommodations, with reasonable adjustments as needed to account for differences in the number of nights that each team is expected to stay in a hotel, the locations of those hotels, and other similar factors.
3. The Single-Room Option. USSF shall provide single rooms for Players during team training camps, games, events, tournaments and any other activity. Should a player prefer a double room, the player must declare that preference at the time that the player is invited to attend a training camp, game, event, tournament, or other activity at which hotel accommodations will be provided by the Federation. Requests to change from a double room to a single room made after the initial declaration may not be honored.
4. Back-Pocket rooms. The Federation shall continue its policy of holding a limited number of "back-pocket" rooms in the hotels to address any quarantine requirements in the case of illness during any camp where all Players are not in Single Rooms.

5. Domestic Games

- a. The Federation will make reasonable efforts to select hotel accommodations for the WNT for domestic matches and camps for which the Federation wholly organizes and pays for accommodations from a list of preferred hotels to be prepared every four years by the Federation and the Players Association.
- b. The list shall be revisited at least annually to account for changes in available facilities and/or changes in the needs of the teams unless otherwise requested by either the Federation or the Players Association.
- c. If no preferred hotel is available in a given location, able to meet the needs of the WNT (e.g., lacks sufficient available meeting room space) or the preferences of the Head Coach, or able to provide a reasonably safe environment due to public health concerns, the Federation will seek to secure comparable accommodations and shall provide an explanation to the Players Association.
- d. The Federation may elect to use non-hotel accommodations (e.g., furnished apartments) when doing so is in the best interests of the WNT.
- e. The Federation retains the right to enter into a partnership agreement with a hotel chain or similar sponsorship category, which could impact the selection and contracting of accommodations. In such case, the Federation will still comply with the tenets of this Article in situations where the selection of a hotel owned or associated with the sponsor is reasonably necessary to satisfy the Federation's obligations to the sponsorship partner and where the hotel is reasonably equivalent to the hotel that would otherwise be selected. The Federation will not agree to provisions with a sponsorship partner that require the Players to stay in hotel accommodations that do not meet the needs of the WNT, including the need to provide the Players with quality accommodations.

6. Non-Domestic Games

- a. The Federation shall use its commercially reasonable efforts to provide hotel accommodations at the same or better level as the level of accommodations in hotels utilized for domestic games and camps.
- b. The Federation shall take into consideration any comments or expressed concerns of the Players Association regarding accommodations.
- c. The Parties understand that for certain international Friendly Games, the host country's federation may make hotel arrangements and, in such circumstances the Federation may have little or no input.

d. The Parties also understand and agree that for foreign games, the Federation gives deference to security-based recommendations by the Regional Security Officer at the U.S. Embassy in the host country.

e. Concacaf Events

i. The Federation shall use its best efforts to communicate with Concacaf in an effort to ensure that appropriate hotels are provided for the WNT.

ii. If Concacaf selects inappropriate or inadequate hotels for the WNT, the Federation shall use good faith efforts to change those selections to appropriate hotels for the WNT.

iii. The Parties acknowledge that the final decision rests with Concacaf and it is possible that in some circumstances the Federation shall be unable to change Concacaf selections.

7. Hotels for the MNT/WNT

a. If the Federation agrees to a list of preferred hotels for the MNT, the Federation shall provide that list to the Players Association within five (5) business days of its creation and any subsequent modifications. The Players Association shall have the right to add any hotel used on the MNT's list to the WNT's preferred hotel list or may replace any hotel on the preferred list of hotels with a hotel on the MNT's list.

b. Until the Federation establishes a list for the MNT, or if one is not established, the Players Association shall have the right to (i) immediately add any hotel used by the MNT that was wholly organized and paid for by the Federation to the WNT preferred hotel list, or (ii) immediately replace any hotel on the WNT preferred hotel list of hotels with a hotel used by the MNT that was wholly organized and paid for by the Federation.

c. If, during a fiscal year, the WNT and MNT are scheduled to play matches in the same city, but not necessarily at the same time, the Federation shall strive to use the same hotel accommodations for the second team to play in the location as it used for the first team, provided that the hotel reasonably satisfies the needs and preferences of the second team and its Head Coach, and that the Federation is able to secure comparable or better rates for the second team.

C. Vehicles provided for the exclusive use of the Players during all camps, residency, and games. When the team is outside of a city, the Federation shall provide five (5) vans. When the team is in a city, the number of vans provided shall be discussed with the Players in advance and resolved in good faith. If the Players and Federation cannot reach an agreement, five (5) vans shall be provided. If a camp has 26-30 players, a 6th van shall be

provided. For camps with more than 30, players a 7th van shall be provided. The vans are for the use of Players and Federation staff only.

- D. Airport transfers. For individual travel to WNT camp, match, or other Federation activity, the Federation shall provide a pre-arranged airport car service to transport Players from the airport to the site of the team hotel facility.
- E. Other Travel. For other Team or Federation related travel by Player, Federation will make reasonable efforts to obtain upgrades for such travel as part of any sponsorship agreement in the airline travel category.

## **ARTICLE 15**

### **UPA; PLAYER DUTIES AND RESPONSIBILITIES**

Annually during Player's first WNT camp of the calendar year in which Player does not maintain U.S. college eligibility, or annually when player otherwise begins performing employee services as a WNT Player, Player shall execute the Uniform Player Agreement (UPA), a copy of which is attached to this Agreement as Exhibit 1. The term of the UPA shall be one (1) calendar year. Neither Player, Players Association, nor the Federation shall make any modifications or amendments to the UPA. A copy of the executed UPA for each Player shall be provided to the Player, Players Association, and Federation. Even in the absence of Player's execution, as soon as Player accepts an invitation to come to camp to train or play for the USWNT Player shall be subject and bound to all the terms of the UPA, as it is incorporated by reference and is explicitly a part of the CBA. Provided that, with respect to a Player who retains U.S. college athletics availability, that Player shall be subject and bound only to those terms of the UPA that are not inconsistent with the Player's ability to maintain that status.

In consideration for the Federation's agreement to provide the consideration set forth in this Agreement and to perform the obligations set forth in this Agreement and the UPA, Player agrees to perform the duties and responsibilities set forth in the UPA, as further set forth below, agrees to the Women's Senior National Team Background Screening Process, attached as Exhibit 11:

A. Drug Testing.

- 1. Drug Testing. The Player hereby consents to be subject to:
  - a. drug testing conducted at any time that the Player is at a game, practice, or camp, or such other time or place as required for compliance with FIFA and/or USOPC rules for the Player to be eligible to participate in the FIFA World Cup or other FIFA competitions, provided, however, that such drug testing conducted at the request of Federation shall be conducted in accordance with the then-existing policies and procedures of the USOPC or such organization to which the USOPC delegates authority for drug testing consistent with the Ted Stevens Olympic and Amateur Sports Act or any successor federal legislation;
  - b. drug testing conducted pursuant to any drug testing agreement between the United States, or the USOPC, and one or more other countries, or the

respective appropriate representatives thereof; and to the penalties set forth in any such agreement; and

- c. drug testing conducted at the request of FIFA, Concacaf, or any other person or entity organizing a game or tournament in accordance with its rules and regulations and the penalties incident thereto.

As part of Orientation, the Federation shall advise Player of their drug testing responsibilities, including by providing assistance with registration with USADA or any other anti-doping agency, as necessary. If the Player is subjected to any penalties for testing positive for a banned substance, for noncompliance with drug testing requirements, or for refusal to submit to a drug test in connection with this paragraph, the Federation shall have the right to immediately execute the assessed penalty, and/or to terminate Player's status as a Benefit Player, if applicable, upon seven (7) days' written notice to the Player and to the Players Association.

2. USADA. To the extent that the WNT represents the United States in the Olympics, upon written notice from the Federation, each WNT Player shall enroll in and fully comply with the requirements of the U.S. Anti-Doping Agency ("USADA") Registered Athlete Pool ("RAP") and the Clean Athlete Program ("CAP"). The Federation shall provide assistance to the Player with these requirements.

B. Uniforms and Team-Issued Apparel and Equipment.

1. All Players are required to be in uniform and to wear and use only Team-issued apparel and equipment, including the WNT uniform, polo shirts, T-shirts, vests, windbreakers, benchcoats and sideline jackets and pants, outerwear, headwear, socks, backpacks and duffel bags used to store or transport soccer gear, balls, bottles and equipment (collectively, "Team-Issued Apparel and Equipment") during all training (including all team training, pod training, lifts, goalkeeper training, and selected player training), Team competitions/matches, media events (unless Player and Federation agree business attire is appropriate), Team meetings that immediately precede or follow training or match activities, Team Meals that have been reasonably designated as requiring Team Attire on the camp schedule, all other Team events organized by USSF either during or outside of camp, and all Team travel, unless asked to wear other attire by the Head Coach or General Manager. Players are required to wear and use (as applicable) all such Team-Issued Apparel and Equipment as intended and without any logo altered, spatted, taped and/or shined and without any other alteration that has not previously been approved by the Federation.
2. During Team Meetings that do not immediately precede or follow training or match activities, Team meals that have not been designated as requiring Team Attire on the camp schedule, and for arrival at the Team hotel at the start of camp, Players may not wear or use (as applicable) materials prominently outwardly branded with the competing brands of USSF's Team-Issued Apparel and Equipment sponsor, currently including Adidas, Admiral, Asics, Athleta, Champion, Capelli, Charly,



Concave, Diadora, Fila, Gola, Goal Five, Hi-Tec, High Five, Hummel, Joma, Kappa, Kelme, Le Coq Sportif, Lotto, Lululemon, Mitre, New Balance, Pantofola d'Oro, Patrick, Pony, Puma, Reebok, Reusch, Score, Select, Sketchers, Storelli, Uhlsport, Umbro, Under Armour, Veloce, Wilson, and XARA (collectively, the "Competing Sponsors").

3. Players may wear clothing of a Competing Sponsor during camp while receiving medical/training treatment, in their rooms, and during Player's non-working time in camp, if the Player is not otherwise traveling to or from a Team event.
4. When it is required to be worn, Team-Issued Apparel and Equipment shall be worn ankle to head, but Player may wear the shoes, shin guards, and goalie gloves of their choice. Players may store their shoes, shin guards and goalie gloves in a shoe bag of a Competing Sponsor while traveling with the Team provided that Player complies with the rules of FIFA or the applicable tournament organizer. The Federation represents and warrants that the Federation will not grant to any sponsor a requirement that Player exclusively wear the shoes, shin guards, or goalie gloves of that sponsor and will not grant any sponsor the right of first refusal or other contract rights with respect to what shoes, shin guards, or goalie gloves are to be worn by Player. Performance socks (e.g., TruSox) and headbands are also permitted as long as there is no external branding visible. In addition, Players may use handbags (e.g., a shoulder tote, purse, computer bag) when traveling with the Team that are (a) either (i) manufactured by a traditional handbag manufacturer or (ii) that display the branding of a Competing Sponsor, so long as such Competing Sponsor branding is not prominent on the handbag and the Player makes no effort to prominently display the handbag, and (b) provided that Player complies with the rules of FIFA or the applicable tournament organizer. By way of example, the Adidas tote at <https://www.adidas.com/us/vintage-airliner-bag/GN2245.html> prominently displays a Competing Sponsor brand and may not be used hereunder, while use the Adidas tote at <https://www.adidas.com/us/puffer-shopper-tote-bag/GA5068.html> is permissible notwithstanding the display of the Competing Sponsor brand.
5. Players shall be entitled to use personal luggage (e.g., rollerbags, suitcases, and backpacks and duffel bags used as luggage) provided such personal luggage is not prominently outwardly branded with the branding of a Competing Sponsor.
6. In the Federation's invitation to a Player to attend camp, the Federation shall provide Players with a list of Team-Issued Apparel and Equipment that each Player shall bring with them to that camp. At least three (3) days prior to the start of camp if in the United States or seven (7) days prior to the start of camp if outside the United States, the Player shall notify the Federation if the Federation has not previously provided Player with any such Team-Issued Apparel and Equipment or to the extent the Player requires a replacement of any item of such Team-Issued Apparel and Equipment. The Federation shall provide the Team-Issued Apparel and Equipment upon arrival at camp. Player acknowledges that the Team Equipment Coordinator travels with a limited supply of Team-Issued Apparel and

Equipment, and may not be able to accommodate Player's specific needs if they are not timely communicated to USSF as set forth herein.

7. Each Player is responsible for returning all Team-Issued Apparel and Equipment at the end of Player's use; provided, however, that certain casual wear (e.g., t-shirts, sweatshirts, or as otherwise determined by the Team Equipment Coordinator) given to Player will become the property of Player and is not expected to be returned. In addition, consistent with current practice, Player may keep one game-worn jersey following each match and such jersey shall become property of the Player and may be given away at Player's discretion or auctioned/used for charitable purposes. Except as set forth herein, all Team-Issued Apparel and Equipment provided by the Federation to Player is the property of the Federation and may not be given away or sold. If such Team-Issued Apparel and Equipment is lost or destroyed as a result of unreasonable Player negligence, Player may be responsible for the replacement cost(s).
  8. The Federation welcomes the Player's ideas, comments, suggestions or other feedback with regard to the Team-Issued Apparel and Equipment or any improvements or modifications thereto (collectively, the "Feedback") and will share them with USSF's Team-Issued Apparel and Equipment sponsor. It is understood that the Feedback, if offered by the Player, shall be owned by the Federation and may be used by its Team-Issued Apparel and Equipment sponsor, but that neither USSF nor its Team-Issued Apparel and Equipment sponsor shall have any obligation to use or incorporate any Feedback into any Team-Issued Apparel and Equipment.
- C. Media Interviews. The Player agrees to participate in a reasonable number of media interviews (regardless of the format of such media, including television, radio, newspaper, magazine, internet, digital and other news media), and to reasonably cooperate with media representatives in connection with such media activities. Without limiting the foregoing, the Player shall participate in the following media activities as part of the Player's duties and responsibilities as a spokesperson:
1. In-Camp Media Interviews. Player agrees to be available for short, daily media engagements as may be required by the Federation each day of camp, provided that the Federation will use its reasonable best efforts to ensure Reasonable Proportional Activation so that these daily interviews are distributed equitably amongst all Players attending camp. These interviews will take place on-site at the hotel where the WNT is staying, the training facility, and/or the match venue.
  2. Game Day Interviews. Player agrees to be available for game-day interviews as may be requested by the Federation rightsholders or their affiliates for each match, provided that (i) the Federation will use its reasonable best efforts to ensure Reasonable Proportional Activation so that these interviews are distributed equitably amongst all WNT Players on the roster and (ii) either the Head Coach or the General Manager have the discretion to preclude or excuse any WNT Player

from participating in such interviews. These interviews will take place at the match venue or nearby official media site, and shall include off the bus & post-match flash interviews (provided, it is understood, that advanced Head Coach approval shall be required for off-the-bus interviews). In addition, and solely to the extent requested by any Federation rightsholders or their affiliates, the Federation may also request that Player participate in pre-game and half-time interviews, and Player agrees to be available for same provided (x) the subject interviews last no longer than three (3) minutes, (y) USSF receives advance approval from the Head Coach for such interviews, and (z) the Player does not require treatment pre-game or during the half that leaves Player with inadequate time to participate. Notwithstanding the foregoing, Player may decline any such interview in Player's reasonable discretion if another WNT Player agrees to participate in such interview.

3. Broadcast Rightsholder Features Interviews. Player agrees to be available for features interviews of up to 40 minutes (excluding hair and makeup for such interview), with Federation rightsholders or their affiliates in the lead up to each game, provided that, (i) the Federation will use reasonable best efforts to ensure Reasonable Proportional Activation so that rightsholder features interviews are distributed equitably among all WNT Players on the roster, and (ii) the Head Coach and the General Manager have the discretion to preclude or excuse any Player from participating in such interviews. These interviews will take place during camp and on-site at the hotel where WNT is staying, the training facility, and/or the match venue. Broadcast rightsholder features interviews shall not be scheduled on Match Day -1, Match Day, or Match Day +1, except that features interviews may be scheduled on Match Day or Match Day +1 after the final match of a camp (in each case, unless otherwise agreed upon by the Player) if the Federation requests and there is no conflict with the Player's established travel schedule.
4. Tournaments. Player acknowledges that non-Federation tournament organizers (e.g., Concacaf, FIFA) may require WNT Players competing in such tournament to participate in certain mandatory media activities, and, therefore, Player agrees to be available for all media activities as may be required by a tournament organizer if they are on the tournament roster or serving as an alternate for that Tournament. In addition, Player agrees to participate in the following additional media activities as part of the Player's duties and responsibilities as a spokesperson:
  - a. World Cup and Gold Cup Media Days. Player agrees to be available for one (1) media day prior to the World Cup and Gold Cup, (or tournament similar in profile and scope) at a date and location to be determined by the tournament organizer, provided that the Head Coach and the General Manager have the discretion to preclude or excuse any Player from participating in such Media Days, and further provided that such Media Days shall be held during a WNT camp or on a day adjacent to the dates of a WNT camp held in conjunction with the Tournament.
  - b. Match Day - 1 Press Conferences at World Cup, Olympics and Gold Cup. Player agrees to be available as required by the tournament organizer with

regard to such press conferences at the World Cup, Olympics and the Gold Cup, provided that either the Head Coach or the General Manager have the discretion to preclude or excuse any Player from participating in such press conferences.

- c. Post Tournament Media Appearances. Player agrees to cooperate with the Federation to be available to participate in media appearances after tournaments that the Federation may arrange through Federation rightsholders or their affiliates or other media outlets (e.g., an appearance on Good Morning America, SportsCenter, or the Tonight Show), provided that, (i) the Federation will use best efforts to distribute such appearances equitably among all WNT Players on the roster and (ii) the Head Coach and the General Manager have the discretion to preclude or excuse any Player from participating in such interviews. For any such post-Tournament Media Appearance, if the Federation or media outlet wants a specific Player to attend, such arrangement shall be coordinated directly with Player or Player's agent (as directed by Player). No appearance fee will be required. All such post-tournament appearances shall be scheduled within three (3) days of the completion of any tournament held in the US or within five (5) days of the completion of any tournament held outside of the US.

- D. Content Capture Sessions. The Player agrees to participate in the following pre-scheduled content capture sessions, which shall be organized by the Federation for the benefit of the Federation, Federation rightsholders or their affiliates, and tournament organizers, their rightsholders and their affiliates as requested by the Federation (collectively, "Content Sessions"). The Federation may use all Footage created in Content Sessions for (i) Editorial, Broadcast, Event Promotions, and Branded Promotional Use, and in USSF Content, Long-Form USSF Content and NFTs (subject to the terms and conditions of the UPA and the CRA), and (ii) the Passive background Footage captured during Content Sessions for Sponsorship uses, but shall not be permitted to use Footage created in a Content Session to create an Implied Endorsement or in connection with an Endorsement featuring the Player unless the Player has an individual endorsement agreement with the relevant Federation sponsor (e.g., BioSteel Dirty Kits, Clean Hydration ad with Christen Press). Content Sessions shall take place in camp only except as expressly permitted below:

- 1. Duration, Frequency, and Rotation. The following sets forth when certain Content Sessions shall be conducted, and for how long each such Content Session may last:
  - a. In-camp Content Sessions. Each camp there may be a Content Session, to be scheduled by the Federation, which shall be placed on Player's daily camp schedule (the "In-camp Content Session"). The In-camp Content Session shall last no more than one (1) hour in total except that it is agreed that during two (2) camps each year, such In-camp Content Session may last up to three (3) hours, and, if Player agrees in a particular camp, may be split into one or more sessions during the same camp. In each case, this shall exclude any time for travel to/from such Content Session, any breaks

for meals during such Content Session, or hair and makeup for such Content Session. If the Federation does not use the allotted one (1) hour In-camp Content Session in any camp, it may extend the length of any subsequent one (1) hour In-Camp Content Session during the same calendar year, hour-for-hour to up to three (3) hours total (e.g., if no In-camp Content Sessions were held in a February and April WNT camp, those two hours could be combined with the one hour allotted to the September Camp in that same year, resulting in a three (3) hour content session in September that would not count as one of the two 3 hour content sessions for that year; but if no In-camp Content Sessions were held in a February and April WNT camp, those two hours could not be combined with a three (3) hour session allotted to the September Camp in that same year, resulting in a five (5) hour content session). The three (3) hour In-Camp Content Sessions (or a one (1) hour session that has been extended to three (3) hours pursuant to the previous sentence) may be held in connection with and to create Footage for the Kit launch, a non-World Cup Tournament, or for the creation of any other Footage, but all such sessions shall count against the limits for that year.

- b. Remote Content Session. The Federation shall be entitled to schedule and Player agrees to participate in up to one (1) Remote Content Session that is held outside of WNT camp at a mutually agreeable time and place that shall last no more than one (1) hour or three (3) hours (at the Federation's discretion), excluding any time for travel to/from such session, any breaks for meals during such session, or hair and makeup for such session. Any such Remote Content Session that the Player participates in shall be in exchange for, and shall replace, one of the allotted In-Camp Content Sessions of the same duration that the Player is obligated to participate in pursuant to Section D.1.a above. Examples of Remote Content Sessions include content capture sessions held in the home market of the Player's club team, their hometown, or at their high school or university, and the other out-of-camp content sessions that were held by the Federation in connection with the creation of the content series known as *The Journey*. Federation shall not require Player to travel more than five (5) miles to record Footage for the Remote Content Session unless the Player agrees (such agreement not to be unreasonably withheld, conditioned, or delayed). Should the Player agree to travel more than five (5) miles and such travel requires a car or flight, USSF will pay for mileage or travel (travel to be consistent with the requirements of Article 14).
- c. World Cup. For each quadrennial World Cup (i.e., 2023 and 2027), an additional Content Session shall be held that shall take place on one (1) day and last up to eight (8) hours at a time and place to be agreed upon by the USWNTPA (such agreement not to be unreasonably withheld, conditioned, or delayed). If Player participates in this tournament Content Session for the World Cup, they shall be paid a production fee of \$10,000, with all such amounts to be deducted from World Cup prize money payable to WNT Players under the CBA.

- d. Scheduling. The Federation shall inform Player upon arrival at each camp of any scheduled Content Sessions in which the Player will be expected to participate. To the extent that the Federation schedules any additional Content Sessions, the Federation shall notify Player as quickly as possible. Content Sessions shall be conducted either on-site at the hotel where the WNT is staying, at the training facility, and/or at the match venue. No Content Sessions shall be scheduled on Match Day -1, Match Day, or Match Day +1, except that Content Sessions may be scheduled on such days if otherwise agreed upon by the Player involved and there is no conflict with the Player's established travel schedule. In addition, no Content Sessions shall be scheduled during Player's Rest Day(s) except as provided in Article 12.D.3 (or otherwise agreed upon by the Player involved) or during the time set for a Players Association meeting. In addition, the Head Coach and the General Manager shall have the discretion to preclude or excuse any Player from participating in any Content Session or to reschedule any Content Session. If a Player is precluded or excluded from a Content Session or a Content Session is rescheduled by the Head Coach or the General Manager, such Content Session may be rescheduled at another time during camp that is chosen by the Federation except as set forth herein.
  - e. In-Camp Passive Capture. Nothing herein shall restrict the Federation's right to capture "Passive" background Footage of the Player at all times during each camp, including Match Day -1, Match Day, and Match Day +1, but not during the Player's Rest Day(s), while they are receiving medical/training treatment, when Player is in their room, or during the time set for a Players Association meeting.
2. Branding. If the Federation requests Player to create Active Footage for a content series considered a Branded Promotional Use for a specific non-party brand that involves a series of six (6) separate videos that are promoted as a series, and where each video in the series features one (1) Player (e.g., *Before They Were Stars* sponsored or presented by Allstate), Player shall be informed of the subject brand as soon as possible (including when the relevant Content Session is scheduled if the subject brand has been determined by the Federation), but at least fifteen (15) days prior to any distribution or public performance of the subject video. In furtherance of the above, the Parties agree as follows:
- a. Where Player has previously informed Federation on Exhibit A to the UPA, either as attached hereto or as such has been amended from time to time in a timely manner, that they have a pre-existing individual sponsor in the same category as the non-party brand to be attached to the Branded Promotional Use, and less than eight (8) WNT Players are going to be featured in such a content series, then Player may instruct the Federation not to use Active Footage that features Player's Likeness in a video for that brand and such Branded Promotional Use.

- b. Where Player has a good-faith moral objection to the non-party brand to be attached to such Branded Promotional Use because such non-party has taken an express public stance on a social issue with which Player disagrees in a manner that results in such non-party's brand being associated in a reasonable consumer's mind with such adverse position on this social issue (e.g., Hobby Lobby and its well-known opposition to access to birth control), and less than eight (8) WNT Players are going to be featured in such a content series, then Player may instruct the Federation not to use Active Footage that features Player's Likeness in a video for such Branded Promotional Use for that brand; provided, however, Player acknowledges that they have no moral objection to Federation's current sponsors. Player agrees that they shall promptly inform the Federation if they develop a good-faith moral objection to any known Federation sponsor after the date of this Agreement so that the Federation may identify other WNT Players to participate in such Branded Promotional Uses involving such sponsor. If sufficient WNT Players invoke such a moral objection that the Federation is not able to meet its sponsor commitments under the relevant Partnership Agreement, after notice to the Players Association and a reasonable opportunity to cure, all revenue flowing to the Federation from that sponsor (net of the expense recapture) will be excluded from the WNT Commercial Revenue Share set forth in Article 16 of the CBA.
- c. If less than the full Team or Tournament roster is going to be featured in a public service announcement ("PSA"), and Player has a good-faith moral objection to the cause or issue presented in the PSA, Player may opt out of creating Footage for that PSA.

E. Footage From Content Capture Sessions

- 1. Each Content Session shall include photo and video shoots intended to capture (a) "Active" Footage (where Player actively participates in the creation of such Footage subject to an interactive process with or specific direction of the Federation or another party, and not by training or playing for the WNT or being filmed or photographed by the Federation while organically participating in other activities while at camp (e.g., team meetings), with the WNT, or participating in an official U.S. Soccer event (e.g., She Believes Summit)), and (b) "Passive" background Footage (which is all Footage that is not "Active" Footage, including where Player does not actively participate in the creation of such Footage other than by organically participating in a WNT match, training, or US Soccer event, and such Footage is captured without any material interaction between Player or any specific direction from the USSF or another party). It is understood that Active Footage may be used independent of, or combined and packaged with, Passive Footage subject to the restrictions set forth below.
- 2. Player acknowledges and agrees that all Footage captured during any Content Session shall be owned by the Federation and shall be considered Federation IP, and shall be available for use by the Federation and its licensees (including the

Federation's rightsholders and their affiliates, tournament organizers, their rightsholders and their affiliates, and the Federation's commercial sponsors) in the Federation's reasonable discretion and subject to the Federation's obligations under the CBA and any other Agreement under which the Federation or Federation commercial sponsor has been granted such rights.

## **ARTICLE 16**

### **WNT COMPENSATION**

A. Compensation—June 1, 2022 through December 31, 2022. In consideration of Player's on-field duties, commitment to assist in the creation and generation of commercial revenue through fulfilling the Content Creation/Use and Media Interviews obligations set forth in the UPA, CBA, and the CRA, and service as a member of the Team and spokesperson and representative for the sport of soccer, Players will be eligible for compensation for the period from June 1, 2022 to December 31, 2022, as outlined below:

1. Per Diems. In addition to and exclusive of the Appearance Fees and Game Performance Payments outlined in Section A.2, below, Players shall receive per diem payments for each day they are required by USSF to be in the camp or match venue for practice, matches, or any other purposes, and for each travel day into or out of camp. These per diem payments shall be \$90 per day for domestic venues and \$108 per day for international venues. Upon Player request, the per diem (or a portion of the per diem) will be paid to Players as a cash advance during camp. For those who do not request the per diem to be paid in cash, the per diem will be paid to Player through payroll, at the same time as their Appearance Fees and Game Performance Payments. USSF will also ensure that all Team camp accommodations provide for currency conversion, typically through an ATM, to enable Players to have immediate access to local currency.

For each day in which at least one meal is not provided by USSF, \$59 of the daily per diem amount (hereinafter, "Meal Money") shall be a net amount, not subject to tax withholding.



2. Appearance Fees and Game Performance Payments. For this period, the Appearance Fees and Game Performance Bonuses shall be as follows:

<b>Category</b>	<b>Roster Appearance Fees</b>	<b>Game Performance Payments</b>	<b>Total</b>
<b>Friendlies (incl. all domestic friendly tournaments (e.g., SheBelieves Cup, Tournament of Nations))</b>			
Win FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$10,000	\$18,000
Draw FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$3,000	\$11,000
Loss FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$0	\$8,000
Win FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$5,000	\$13,000
Draw FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$2,000	\$10,000
Loss FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$0	\$8,000

<b>Non-FIFA World Cup Official Competitions</b>  (incl. Concacaf Nations League, Concacaf Gold Cup and W Gold Cup, Women's Olympic Qualifying Tournament and Women's Olympic Games, CONMEBOL Copa America, Confederations Cup, Copa America Centenario, guest at other Confederation competition)			
Win	\$10,000	\$12,000	\$22,000
Draw	\$10,000	\$4,000	\$14,000
Loss	\$10,000	\$0	\$10,000
<b>FIFA World Cup Qualifying</b>			
Win	\$10,000	\$14,000	\$24,000
Draw	\$10,000	\$4,000	\$14,000
Loss	\$10,000	\$0	\$10,000
<b>FIFA World Cup</b>			
	\$10,000	\$0	\$10,000

Players who are invited into training camp but who are not on the roster for the match or matches associated with such training camp or a portion of that camp shall be compensated at the applicable Roster Appearance Fee, as outlined above, for each match played during or at the conclusion of that training camp in which that Player has participated, or if there is no match associated with that training camp, the applicable Roster Appearance Fee associated with a friendly match, so long as Player participates in the entire camp or the portion of the camp associated with a game, or, if the camp is more than seven (7) days, at least seven (7) days of the camp (or if Player participates in a series of camps but not an entire camp, a total of seven (7) days). The payment outlined in the preceding sentence shall be referred to as a "Non-Roster Appearance Fee." If a training camp covers multiple games, the days before the first game shall be deemed associated with the first game, and days of training between games shall be deemed associated with the game that follows those days of training. For example, if a camp is held January 1<sup>st</sup> through 25<sup>th</sup>, with games played January 11<sup>th</sup>, 15<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>, January 1<sup>st</sup> through 10<sup>th</sup> or 11<sup>th</sup> shall be deemed training camp associated with the January 11<sup>th</sup> game, January 12<sup>th</sup> through January 14<sup>th</sup> or 15<sup>th</sup> shall be deemed

training camp associated with the game on January 15<sup>th</sup>, January 16<sup>th</sup> through 17<sup>th</sup> or 18<sup>th</sup> shall be deemed training camp associated with the game on January 18<sup>th</sup>, and January 19<sup>th</sup> through 24<sup>th</sup> or 25<sup>th</sup> shall be deemed training camp associated with the January 25<sup>th</sup> game. In connection with the foregoing, USSF agrees that a Player released from camp at USSF's discretion or injured during a portion of camp shall be deemed to have completed the entirety of that portion of the camp from which they were released or during which they were injured, and shall receive the Roster Appearance Fee associated with the match immediately following that portion of the camp (up to one Roster Appearance Fee for one match, regardless of the number of games associated with the camp), except if Player is released from camp due to Player's own misconduct, in which case, Player will not receive any payment from USSF except per diem payments for the days that Player was in camp.

These payments, including but not limited to per diem payments (excluding "Meal Money," outlined in Section A.1, above), Roster Appearance Fees, and Game Performance Payments, and any other payments made directly to Players are gross amounts, subject to applicable taxes.

The foregoing amounts will be paid through regular payroll within thirty-one (31) days after conclusion of the camp in which the Roster Appearance Fees and Game Performance Payments are earned.

Any appearance or performance compensation that would have been payable to a Player (e.g., Roster Appearance Fees, Game Performance Payments, Tournament Win Bonuses), but for Player's status as a Player who maintained college eligibility, shall instead be paid to the One Nation Fund, to be used to support, engage, educate, and promote the sport of soccer and diversity and inclusion.

Per Article 8.B, USSF agrees to name at least 23 players to the roster for each match, unless the governing authority's (e.g. FIFA, Concacaf) rules for that match dictate a different number. (If the governing authority permits but does not require a roster in excess of 23 players, USSF must roster no fewer than 23 players for each such match and may within its sole discretion, and without obligation to, roster in excess of 23 players for each such match.) If, subsequent to the roster being named, any Player on the roster is unable to play in the match due to injury or for any other reason, USSF may within its sole discretion, and without obligation to, name a replacement to the roster. To the extent that a 23-player roster is required (USSF controlled match or governing authority dictates 23 players on the roster), if a Player who is named to the roster is unable to play and the Federation *does not* replace the Player, the Player would be paid as if the Player played in the match. If a Player who is named to the roster is unable to play and the Federation *does* replace the Player *or* 23 or more Players remain on the roster, the Player will be paid the Roster Appearance Fee, as described above for Players who are invited into training camp but who are not on the roster for the match.

Players selected to the final "tournament roster" (the roster of Players eligible to play in any game of the tournament) of any Official Competition or World Cup tournament, not to include friendly tournaments, will be paid as if the Player played in the match even if unable to play unless the Player did not attend the match and did not attend any portion of the camp that preceded the game. (For the sake of clarity, a Player on the final "tournament roster" that is injured and released from the tournament camp will not be paid for the remainder of tournament matches provided that the

Player did not attend the match and did not attend any portion of the camp that preceded the game.) Players invited into training camp but not selected to the final “tournament roster” will be paid the Roster Appearance Fee, as described above for Players who are invited into training camp but who are not on the roster for the match.

3. 2022 Tournament Bonuses

- a. SheBelieves Cup Tournament Win Bonuses. Each WNT Player who played in the 2022 SheBelieves Cup will receive a \$10,000 per Player bonus for the WNT placing first in the SheBelieves Cup.
- b. Concacaf Gold Cup/Nations League Tournament Win Bonuses. In the event that a Concacaf Gold Cup and/or Nations League tournament is played to conclusion between June 1, 2022 and December 31, 2022, USSF will pay: (1) each player on the Gold Cup tournament roster a \$10,000 per Player bonus for a first place finish and \$5,000 for a second place finish; and (2) each rostered Nations League player in the Championship game a \$10,000 per Player bonus for a first place finish.

- 4. In addition, USSF will pay an “Attendance Bonus” to Players Association Bank Account, at \$3.00 per paid ticket for all USSF-controlled Men’s and Women’s Senior National Team (M/WNT) home games (including M/WNT home games played outside the United States, if applicable, so long as USSF controls ticketing and collects ticket revenue).

Payments of the Attendance Bonus shall be made quarterly within forty-five (45) days of the end of the relevant calendar quarter and shall be accompanied by an accounting detailing the paid attendance and Attendance Bonus derived therefrom (the “Accounting”). The Accounting shall also identify all tickets that the Federation claims do not constitute “paid tickets” and the basis for such claim with respect to each category of non-paid tickets. The parties agree that the following categories of tickets shall not constitute “paid tickets” and, therefore, shall not be included in the calculation of the Attendance Bonus: sponsor/partner tickets provided as part of a sponsorship/partnership agreement; tickets provided to prospective sponsors and marketing partners without charge; tickets provided to government officials and staff without charge; tickets provided to the ambassador and delegation from the embassy of the visiting team without charge; stadium share of comp tickets; visiting team comp tickets; tickets given away to be used for sales promotions and contests; VIP comp tickets provided without charge; tickets used for media and operational trades; charity tickets; confederation tickets; and other tickets from which the Federation receives no direct revenue.

- 5. Additional WNT Pay: WNT Player Stipend. The Parties’ Memorandum of Understanding (“MOU”), executed December 13, 2021 and providing, *inter alia*, that USSF will pay stipends of up-to-a total of \$119,167 per month to be divided among up-to-30 identified WNT Players, will continue through December 31, 2022. A copy of the MOU is attached as Exhibit 12. On December 31, 2022, the Parties’ MOU will expire by its terms and will not be renewed thereafter. For

avoidance of doubt, USSF's last stipend payment will be paid in December 2022 and USSF will not pay stipends to WNT Players thereafter.

- B. Compensation Beginning January 1, 2023. In consideration of Player's on-field duties, commitment to assist in the creation and generation of commercial revenue through fulfilling the Content Creation/Use and Media Interviews obligations set forth in the UPA, CBA and the CRA, and service as a member of the Team and spokesperson and representative for the sport of soccer, Player will be eligible for compensation beginning January 1, 2023 as outlined below:

1. Per Diems. In addition to and exclusive of the Appearance Fees and Game Performance Payments outlined in Section B.2, below, Players shall receive per diem payments for each day they are required by USSF to be in the camp or match venue for practice, matches, or any other purposes, and for each travel day into or out of camp. These per diem payments shall be \$90 per day for domestic venues and \$108 per day for international venues. Upon Player request, the per diem (or a portion of the per diem) will be paid to Players as a cash advance during camp. For those who do not request the per diem to be paid in cash, the per diem will be paid to Player through payroll, at the same time as their Appearance Fees and Game Performance Payments. USSF will also ensure that all Team camp accommodations provide for currency conversion, typically through an ATM, to enable Players to have immediate access to local currency.

For each day in which at least one meal is not provided by USSF, \$59 of the daily per diem amount (hereinafter, "Meal Money") shall be a net amount, not subject to tax withholding.

2. Appearance Fees and Performance Payments. For this period, the Appearance Fees and Game Performance Bonuses shall be as follows:

Category	Roster Appearance Fees	Game Performance Payments	Total
<b>Friendlies (incl. all domestic friendly tournaments (e.g., SheBelieves Cup, Tournament of Nations))</b>			
Win FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$10,000	\$18,000
Draw FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$3,000	\$11,000

Loss FIFA Rank 1-25 + MEX (MNT)/CAN (WNT)	\$8,000	\$0	\$8,000
Win FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$5,000	\$13,000
Draw FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$2,000	\$10,000
Loss FIFA Rank 26+ not MEX (MNT)/CAN (WNT)	\$8,000	\$0	\$8,000
<b>Non-FIFA World Cup Official Competitions</b>  <b>(incl. Concacaf Nations League, Concacaf Gold Cup and W Gold Cup, Women's Olympic Qualifying Tournament and Women's Olympic Games, CONMEBOL Copa America, Confederations Cup, Copa America Centenario, guest at other Confederation competition)</b>			
Win	\$10,000	\$12,000	\$22,000
Draw	\$10,000	\$4,000	\$14,000
Loss	\$10,000	\$0	\$10,000
<b>FIFA World Cup Qualifying</b>			
Win	\$10,000	\$14,000	\$24,000
Draw	\$10,000	\$4,000	\$14,000

Loss	\$10,000	\$0	\$10,000
<b>FIFA World Cup</b>			
	\$10,000	\$0	\$10,000

Players who are invited into training camp but who are not on the roster for the match or matches associated with such training camp or a portion of that camp shall be compensated at the applicable Roster Appearance Fee, as outlined above, for each match played during or at the conclusion of that training camp in which that Player has participated, or if there is no match associated with that training camp, the applicable Roster Appearance Fee associated with a friendly match, so long as Player participates in the entire camp or the portion of the camp associated with a game, or, if the camp is more than seven (7) days, at least seven (7) days of the camp (or if Player participates in a series of camps but not an entire camp, a total of seven (7) days). The payment outlined in the preceding sentence shall be referred to as a “Non-Roster Appearance Fee.” If a training camp covers multiple games, the days before the first game shall be deemed associated with the first game, and days of training between games shall be deemed associated with the game that follows those days of training. For example, if a camp is held January 1<sup>st</sup> through 25<sup>th</sup>, with games played January 11<sup>th</sup>, 15<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>, January 1<sup>st</sup> through 10<sup>th</sup> or 11<sup>th</sup> shall be deemed training camp associated with the January 11<sup>th</sup> game, January 12<sup>th</sup> through January 14<sup>th</sup> or 15<sup>th</sup> shall be deemed training camp associated with the game on January 15<sup>th</sup>, January 16<sup>th</sup> through 17<sup>th</sup> or 18<sup>th</sup> shall be deemed training camp associated with the game on January 18<sup>th</sup>, and January 19<sup>th</sup> through 24<sup>th</sup> or 25<sup>th</sup> shall be deemed training camp associated with the January 25<sup>th</sup> game. In connection with the foregoing, USSF agrees that a Player released from camp at USSF’s discretion or injured during a portion of camp shall be deemed to have completed the entirety of that portion of the camp from which they were released or during which they were injured, and shall receive the Roster Appearance Fee associated with the match immediately following that portion of the camp (up to one Roster Appearance Fee for one match, regardless of the number of games associated with the camp), except if Player is released from camp due to Player’s own misconduct, in which case, Player will not receive any payment from USSF except per diem payments for the days that Player was in camp.

These payments, including but not limited to per diem payments (excluding “Meal Money,” outlined in Section B.1, above), Roster Appearance Fees and Game Performance Payments, and any other payments made directly to Players are gross amounts, subject to applicable taxes.

The foregoing amounts will be paid through regular payroll within thirty-one (31) days after conclusion of the camp in which the Roster Appearance Fees and Game Performance Payments are earned.

Any appearance or performance compensation that would have been payable to a Player (e.g., Roster Appearance Fees, Game Performance Payments, Tournament Win Bonuses) but for Player’s status as a Player who maintained college eligibility shall instead be paid to the One

Nation Fund, to be used to support, engage, educate, and promote the sport of soccer and diversity and inclusion.

Per Article 8.B, USSF agrees to name at least 23 players to the roster for each match, unless the governing authority's (e.g. FIFA, Concacaf) rules for that match dictate a different number. (If the governing authority permits but does not require a roster in excess of 23 players, USSF must roster no fewer than 23 players for each such match and may within its sole discretion, and without obligation to, roster in excess of 23 players for each such match.) If, subsequent to the roster being named, any Player on the roster is unable to play in the match due to injury or for any other reason, USSF may within its sole discretion, and without obligation to, name a replacement to the roster. To the extent that a 23-player roster is required (USSF controlled match or governing authority dictates 23 players on the roster), if a Player who is named to the roster is unable to play and the Federation *does not* replace the Player, the Player would be paid as if the Player played in the match. If a Player who is named to the roster is unable to play and the Federation *does* replace the Player *or* 23 or more Players remain on the roster, the Player will be paid the Roster Appearance Fee, as described above for Players who are invited into training camp but who are not on the roster for the match.

Players selected to the final "tournament roster" (the roster of Players eligible to play in any game of the tournament) of any Official Competition or World Cup tournament, not to include friendly tournaments, will be paid as if the Player played in the match even if unable to play unless the Player did not attend the match and did not attend any portion of the camp that preceded the game. (For the sake of clarity, a Player on the final "tournament roster" that is injured and released from the tournament camp will not be paid for the remainder of tournament matches provided that the Player did not attend the match and did not attend any portion of the camp that preceded the game.) Players invited into training camp but not selected to the final "tournament roster" will be paid the Roster Appearance Fee, as described above for Players who are invited into training camp but who are not on the roster for the match.

C. Commercial Revenue.

1. Commercial Revenue Share. Pursuant to the terms and schedule outlined herein, Players shall be paid a portion of all "Commercial Revenue" paid to and not returned by USSF pursuant to its sponsorship, partner, official supplier, technical partner, media, and apparel agreements (collectively, "Partnership Agreements"), net of a 15% withholding on all such revenue by USSF ("Expense Recapture").
2. For purposes of the commercial revenue share outlined herein, Commercial Revenue shall include the full value of revenue paid to USSF pursuant to:
  - a. USSF's agreement with its apparel provider (currently, Nike), including the Nike minimum royalty guarantee (\$5,000,000) but excluding (i) any amounts paid to USSF by Nike in excess of the minimum royalty guarantee and (ii) the value of any in-kind compensation provided pursuant to that agreement;



- b. USSF's broadcast agreements, excluding the amounts paid to USSF's broadcast agent as a commission in connection with those broadcast agreements; and
  - c. USSF's remaining Partnership Agreements, excluding the value of any in-kind compensation provided pursuant to those Partnership Agreements and net of any holdover payments due to SUM pursuant to USSF-SUM agreement expiring on December 31, 2022.
  - d. Any non-FIFA World Cup tournament prize money provided to the Federation for an M/WNT's participation, placement, or performance in a non-FIFA World Cup Tournament that is not distributed to an M/WNT, pursuant to Section F, below.
- 3. For purposes of clarity, Commercial Revenue does not include—
  - a. all bona-fide, arms'-length Consumer Products Licensing<sup>3</sup> revenue paid to USSF, other than
    - i. the Nike minimum royalty guarantee, as outlined above, and
    - ii. all licensing royalties paid by any other Sponsorship Partner (as defined in the CRA) pursuant to an agreement that includes the right(s) to feature Player Likenesses in a Group in Sponsorship or on Sponsorship Partner Product Packaging pursuant to Section 5(d) of the CRA and without a separate license granted by the individual Players so featured, the Players Association, or the Players Association's group licensing agent)
  - b. a bona-fide, arms' length amount of revenue paid to USSF in a Partnership Agreement expressly unrelated to the M/WNTs that dedicates and separately tracks the expenditure of such revenue to the unrelated Federation program, and for which the Partner is explicitly not provided any rights related to either M/WNT or with any access to M/WNT Player Likenesses or the right to activate around any M/WNT matches.<sup>4</sup> For

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<sup>3</sup>As defined in Section 2(o) of the Commercial Rights Agreement ("CRA").

<sup>4</sup>For example, a Partnership Agreement solely for the CP Football team (also known as Football 7-a-side) or any other Extended National Team would not be part of Commercial Revenue provided the partner had no right pursuant to the terms of its Partnership Agreement to any association of any kind with either M/WNT and no right to activate at or around M/WNT matches or using any M/WNT player in conjunction with the Partnership Agreement rights, including by any association with either M/WNT or any likeness of any M/WNT Player or any photo that includes any M/WNT Player, unless it is by means of a direct agreement with a M/WNT player. Neither would an agreement for sponsorship related solely to National Training Centers, such as a sponsorship agreement for naming rights and/or non-M/WNT related activities at National Training Centers, that does not permit the sponsor, in conjunction with rights granted under the sponsorship agreement for naming rights and/or non-M/WNT related activities at National Training Centers, to use any association with either M/WNT or any likeness of any M/WNT Player or any photo that includes any

existing Sponsorship Partners as of the Effective Date of this Agreement, USSF agrees that it will not piece-meal Partnership Agreements to break out consideration for activations unrelated to the M/WNTs, absent a discrete activation campaign unrelated to the M/WNTs,<sup>5</sup>

- c. all other revenue that is not paid pursuant to USSF's Partnership Agreements, including, by way of example and not limitation, (1) any amounts paid to USSF by FIFA (or any other organization) for hosting, cohosting, or sponsoring official competitions, (2) value in kind payments made by sponsors, and (3) revenue related to donations, fundraising, and charitable activities.

USSF shall pay the amount of Commercial Revenue to be allocated to Players, to be calculated using the M/WNT Commercial Revenue Sharing Tax Table below, during calendar year 2023 no later than June 30, 2024 and no later than June 30 of each subsequent year thereafter for the preceding calendar year:

<b>M/WNT Commercial Revenue Sharing Tax Table (net of Expense Recapture and all other deductions outlined above)</b>		
<b>From (Net Commercial Revenue)</b>	<b>To (Net Commercial Revenue)</b>	<b>% to each M/WNT</b>
-	\$55,000,000	0%
\$55,000,000	\$75,000,000	10%
\$75,000,000+		15%

For example, if Commercial Revenue (net of the deductions and exclusions outlined in Sections C.2, and C.3, above) is \$100 million, after application of the Expense Recapture, the total shareable Net Commercial Revenue amount would be \$85M. Out of that amount, the amount to be allocated

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M/WNT player. Nothing herein prohibits USSF from using the names and photographs of Players at any National Training Center, consistent with the terms of this CBA and related written agreements.

The relevant portions of all such Partnership Agreements that USSF proposes shall not be factored into the Commercial Revenue Share pursuant to Sections C.2 and C.3, above, shall be provided to Players Association's General Manager, Executive Director, and outside counsel on a confidential basis for review before the amounts provided for in that Partnership Agreement may be excluded from the commercial revenue share.

<sup>5</sup>For example, if an existing Partnership Agreement includes one rights fee payable to USSF for all Federation programs, the renewal of that Partnership Agreement shall not include separate rights fees payable to USSF for each Federation program unless there is an incremental rights fee associated with a discrete activation campaign unrelated to the M/WNTs.

to each M/WNT's Players would be 0% of the first \$55 million (\$0), 10% of the next \$20 million (\$2 million), and 15% of the next \$10 million (\$1.5 million), for a total of \$3.5 million.

D. Audit Process and Commercial Revenue Share Payments. USSF shall prepare and provide to Players Association a calculation of the total commercial revenue share payable to Players for the applicable calendar year. This calculation shall be subject to audit. The audit (examination or similar process) will occur in conjunction with the applicable annual audits of USSF financials, and will be completed by the end of March of the year following the year in which the Commercial Revenue was earned, pursuant to an agreement with the auditor that they will examine and review specifically and report in detail for the purpose of determining if the calculation by USSF of the total commercial revenue share payable to Players for the applicable calendar year is free of material error and made in accordance with this Article, in an effort to eliminate any disputes over discrepancies, omissions, or doubts about USSF compliance. The Parties further understand and agree to work together cooperatively in good faith to limit disputes and when they arise to resolve them efficiently and reasonably and address any issues that arise with respect to the revenue sharing process. The Parties agree that should Players Association have concern about the accuracy of the USSF's reporting of the total commercial revenue share payable to Players, the Players Association can pay for an audit by an independent firm at the Players Association's expense, with the agreement that the Federation will reimburse the Players Association for all costs associated with the audit (up to a maximum of \$25,000) if the Players Association auditor identifies a material error (an error in excess of 5% of the amount of total Commercial Revenue Share payable to Players). Players Association further understands and agrees that its rights under this Agreement to information about USSF revenues are coextensive, and cannot exceed, the information related to the revenues and expenses that are the key components of the revenue sharing calculations. This Agreement about rights to information is not intended to limit in any way Players Association's rights under federal labor law. Players Association will agree to a confidentiality agreement of the same scope and breadth as applicable to the auditor before receiving any such information.

E. Attendance Bonus.

1. Attendance Bonus. In addition to any other amounts provided for herein, USSF shall pay to Players (as divided and directed by the Players Association) a per paid ticket share of tickets sold at USSF-controlled M/WNT home games (including M/WNT) home games played outside the United States, if applicable, so long as USSF controls ticketing and collects ticket revenue). The per-paid ticket share shall be as follows:

- a. \$5.06 per paid ticket sold beginning on January 1, 2023 through December 31, 2026 and
- b. \$5.75 per paid ticket sold beginning on January 1, 2027.

Payments of the Attendance Bonus shall be made quarterly within forty-five (45) days of the end of the relevant calendar quarter and shall be accompanied by an accounting detailing the paid

attendance and Attendance Bonus derived therefrom (the “Accounting”). The Accounting shall also identify all tickets that the Federation claims do not constitute “paid tickets” and the basis for such claim with respect to each category of non-paid tickets. The parties agree that the following categories of tickets shall not constitute “paid tickets” and, therefore, shall not be included in the calculation of the Attendance Bonus: sponsor/partner tickets provided as part of a sponsorship/partnership agreement; tickets provided to prospective sponsors and marketing partners without charge; tickets provided to government officials and staff without charge; tickets provided to the ambassador and delegation from the embassy of the visiting team without charge; stadium share of comp tickets; visiting team comp tickets; tickets given away to be used for sales promotions and contests; VIP comp tickets provided without charge; tickets used for media and operational trades; charity tickets; confederation tickets; and other tickets from which the Federation receives no direct revenue.

2. Sell-Outs. A “Sell-Out” shall be deemed to have occurred when 98.5% of the tickets available for sale by USSF or third-party granted the right by USSF to sell tickets for the event for a USSF-controlled M/WNT home game (including M/WNT home games played outside the United States, if applicable, so long as USSF controls ticketing and collects ticket revenue) are sold. For each such game that is a Sell-Out, USSF shall pay to Players the greater of:
    - a. the per paid ticket share amount calculated as set forth in Section E.1, above, times the number of tickets sold for the match; or
    - b. a Sell-Out bonus, calculated as 10% of the average ticket price of tickets sold for that match times the number of tickets sold for the match at which the Sell-Out occurred.
- F. Non-FIFA World Cup Prize Money Share. In addition to any other amounts provided for herein, USSF shall pay 70% of any prize money paid to USSF as a result of the performance by the MNT and/or WNT in any Concacaf, FIFA, or other Official Competition (including, without limitation, Gold Cup, W Gold Cup, Nations League, Confederations Cup, Copa America, and participation in any other Confederation’s tournament) other than the FIFA World Cup or Olympics to the participant team, unless both teams play in the same tournament (e.g., Concacaf Gold Cup and W Gold Cup), in which case 70% of any prize money paid to USSF as a result of the performance by the MNT and WNT for that tournament specifically will be pooled and shared equally between the teams. In either case, the remaining prize money paid to USSF (30%) will be run through the commercial revenue sharing tax table. Any preparation payments, participation fees, Legacy Fund contributions, and hosting/cohosting fees paid by the tournament organizer to USSF will not count as prize money or be shared with the M/WNTs. When both teams play in the same tournament, the Federation shall pay the M/WNT that first concludes its participation in the respective tournament the minimum possible to be paid within 31 days of USSF’s receipt of the prize money for the respective tournament, with the remainder due from the respective tournament placed in an interest-bearing account and the interest earned thereon to be equally divided between the M/WNTs, and all remaining prize money from the respective tournament to be paid to the MNT and WNT within 31 days of USSF’s receipt of prize money from the respective tournament.

G. FIFA World Cup Prize Money Share.

1. Beginning in 2022, USSF will share with the M/WNTs 90% of the prize money paid by FIFA to USSF for qualification, participation in, and advancement by the MNT during the 2022 Men's World Cup and the WNT during the 2023 Women's World Cup, respectively ("World Cup Prize Money"). Any preparation payments, participation fees, Legacy Fund contributions, and hosting/cohosting fees paid by FIFA to USSF will not count as World Cup Prize Money or be shared with the M/WNTs. If both M/WNTs qualify for their respective World Cups, 90% of the World Cup Prize Money will be pooled and shared equally between rostered World Cup players for the WNT and MNT Players (with the amounts for MNT Players to be distributed as directed by the USNSTPA). If one M/WNT fails to qualify for the World Cup, 90% of the qualified M/WNT's World Cup Prize Money will be paid to rostered World Cup players for the qualified M/WNT, without pooling or sharing with the non-qualified M/WNT. The minimum possible to be paid to the MNT Players shall be paid within 31 days of USSF's receipt of World Cup Prize Money from the 2022 Men's World Cup, with the remainder due from the 2022 Men's World Cup placed in an interest-bearing account and the interest earned thereon to be equally divided between the M/WNTs, and all remaining World Cup Prize Money share will be paid to the MNT and WNT within 31 days of USSF's receipt of World Cup Prize Money from the 2023 Women's World Cup.
2. Beginning in 2026, USSF will pool and share with the M/WNTs, consistent with the method outlined in Section G.1, above, 80% of the World Cup Prize Money.

- H. Olympics Placement Bonuses. In addition to the amounts payable for the Olympic games themselves as set forth in Article 16, each Player on the roster for the Olympic games shall be paid an extra win bonus (\$12,000) for placing third in the Olympics, a double extra win bonus (\$24,000) for placing second, and a triple extra win bonus (\$36,000) for placing first.

## ARTICLE 17

### CHILDCARE, RETIREMENT, AND WORKERS COMPENSATION

A. Childcare.

1. Children up to Five (5) Years of Age. Unless prohibited by the host country or official competition tournament organizer, or if the Federation is advised by the U.S. government that to do so would be unsafe, during Camp, Players shall be entitled to childcare assistance for children up to five (5) years of age. Players in need of childcare shall be able to select their own childcare provider, provided, however, that the maximum number of childcare providers in a camp subsidized by USSF is three. The Federation shall bear the reasonable cost of travel and accommodation for the childcare provider(s). USSF will also make food available to the child and subsidized childcare providers on the same basis as the Players, although their meals may be provided outside of the Team meal environment, consistent with the provisions of this CBA. Where more than three Players need childcare in camp, they shall share jointly the cost of

accommodations and travel for three childcare providers. The Federation shall provide a daily stipend towards the cost of childcare in the amount of \$50 per child. If there are more than three childcare providers in more than two camps during a calendar year, the PA and USSF agree to meet and discuss alternative methods of childcare to reduce the number of childcare providers in camp to ensure that there is not a reduction in programming for the team. If children or childcare providers become disruptive to private team activities (e.g., training, recovery, team meetings, team meals), the PA agrees to meet with USSF to alleviate any concerns.

2. Child and Childcare Provider Access and Location. Except in the case of an Official Competition run by Concacaf or FIFA, childcare provider hotel rooms will be adjacent or as close as possible to Player's room. In the case of an Official Competition run by Concacaf or FIFA, USSF has the right to place childcare providers and children at the team hotel or staff hotel, at USSF's discretion, to protect the team environment.
  3. Travel for Children up to Five (5) Years of Age. Children under eighteen (18) months will travel as lap infant (Player is free to book a seat for their child, but will not be reimbursed by USSF). USSF will bear the reasonable cost of an economy flight for children 18 months to 5 years old. Player will be provided with access to travel agent to book upgrades (at their own expense) at time of invite to camp and shall have the ability to upgrades for the child and/or childcare provider at the time of booking (at their discretion and their own expense). Players are also permitted to book travel for child and childcare provider directly and USSF will provide reimbursement to Player for the cost of economy tickets on the same flight for the child and/or childcare provider.
  4. Children from Six (6) to Ten (10) Years of Age. Unless prohibited by the host country or official competition tournament organizer, or if the Federation is advised by the U.S. government that to do so would be unsafe, and only during the summer months and/or when the child's school is out of session, during Camp, the Federation shall bear the reasonable cost of travel for a child ages six (6) to ten (10) in economy class. Player will be provided with access to travel agent to book upgrades (at their own expense) at time of invite to camp and shall have the ability to upgrade at the time of booking (at their own expense). Players are also permitted to book travel for child and childcare provider directly and to upgrade child's and childcare provider's flights and USSF will provide reimbursement to Player for the cost of the child's economy ticket on the same flight. For avoidance of doubt, USSF will not pay for childcare providers for children ages 6-10. For children six (6) and older childcare providers and children will not generally be allowed to participate in or attend private team activities (e.g., training, recovery, team meetings, team meals).
- B. Retirement Accounts. The Federation shall sponsor a 401(k) Plan for the benefit of the Players. The Federation shall bear any administrative costs associated with the Plan, but

individual Players shall bear any participation fees. Beginning January 1, 2023, the Federation shall match dollar-for-dollar the contributions each Player makes to the 401(k) Plan, up to 5% of Player's compensation, and up to the applicable deferral maximum under IRS guidelines. All such matching amounts paid by the Federation shall be deducted from the Commercial Revenue Share due to Players for the calendar year in which matching contributions were made or, to the extent necessary, prize money payable to the Team for the quadrennial World Cup.

- C. Workers Compensation. The Federation will maintain workers' compensation insurance in connection with Player's activities as a member of the WNT and, on an annual basis, shall provide the Players Association with a copy of the policy. When there is a possibility that a Player was injured in connection with their activities as a member of the WNT, the Federation shall promptly provide the Player with (i) information about applying for and the procedures/requirements for accessing benefits pursuant to the policy (e.g., any requirements to coordinate medical benefits between the Federation and the Player's club team, application requirements, etc.); and (ii) all non-privileged documents sent by or received by the Federation with the Workers Compensation carrier concerning the Player's injury. The Federation shall also respond promptly (generally within one business day) to inquiries from the Player concerning their medical treatment to recover from the injury. Within twenty (20) calendar days after the Federation files a workers compensation claim on behalf of a WNT player, the Federation will notify the WNTPA Executive Director or designee that a claim has been filed and will provide a corresponding claim number

## **ARTICLE 18 BENEFIT PLAYERS**

A. Eligibility.

1. 2022: USSF has designated 27 benefit players for the remainder of 2022, from among any WNT Contracted Players as of May 31, 2022 and the list of Players identified in the parties' December 10, 2021 MOU. 2022 Benefit Player designation decisions may not be grieved, arbitrated, or otherwise challenged by the Players Association and/or WNT Players, except to the extent that the Players Association claims that the Head Coach's designation decision was made in violation of Article 6.
2. 2023 and beyond: USSF agrees to provide annually to a number of WNT Players equal to the greater of (i) the number of EAHI policies that the USOPC provides to the Federation for WNT Players at no cost to USSF; or (ii) twenty-three (23) ("Benefit Players"), the benefits described in Section C, below. The Benefit Players shall be designated by the WNT Head Coach or his/her designee in his/her sole and exclusive discretion by November 15 of each year of the collective-bargaining agreement, for the following year. Players shall have until November 30 to accept the Federation's offer. The Federation shall make additional offers, if any, by December 1, which must be accepted by December 31. The Parties recognize that

acceptance of the Benefit Player designation after December 15 may cause a delay in health, vision, and dental insurance enrollment. Designation decisions by the WNT Head Coach or his/her designee may not be grieved, arbitrated, or otherwise challenged by the Players Association and/or WNT Players, except to the extent that the Players Association claims that the Head Coach's designation decision was made in violation of Article 6.

3. Continuation of Benefits Beyond Designation Year. If a Benefit Player's one continuous period of injury or parental benefits, as provided for in Sections B and C, would continue into the next calendar year, USSF will continue to pay that benefit into the next calendar year. USSF may choose to, but is not obligated to, identify any such player as a Benefit Player for the following year. If the Player is not identified as a Benefit Player for the next year, the Player is not entitled to any other Benefit Player benefits, including health, dental, vision insurance, injury benefits for any new injuries, or any new parental benefit, or any extension beyond the one-year maximum benefit period described herein of the injury benefits described herein in Sections B or C for the same injury. All payments made to Player are subject to the applicable expenditure caps and limits on duration, and are credited for the purposes of the expenditure cap in the calendar year in which it was paid to the Player. Notwithstanding this Paragraph, there shall be no injury benefits paid to any Player after January 1, 2026, including for injuries that occurred before January 1, 2026. Beginning on January 1, 2026, the UPA shall be amended to remove Section 4.E.3, concerning the requirement that benefit Players perform weekly medical monitoring outside of WNT camp.
4. Benefit Player WNT Camp Availability Requirement. In order to be eligible for the benefits described in Sections B and C, of this Article, Benefit Players must make themselves available for WNT duties for which they have been called up and for which their club team has released them during the year, provided that there is no obligation for the Federation to call up a Benefit Player where the player has otherwise indicated that they are unavailable for a particular WNT event or events. In the event that a Benefit Player does not make themselves available for WNT duties for which they have been released by their Club for any period of time without demonstrating a qualified medical reason prohibiting them from participating (which requires documentation from the Player's healthcare provider sufficient to establish that they are unable to participate due to their own serious medical condition), is not on an approved leave provided herein, or is unavailable for any other reason not approved by the Federation, the Benefit Player is no longer eligible for benefits described in this Article 18, and any current benefits will cease. USSF may, but will not be obligated to, identify any additional Benefit Players if any Benefit Player(s) become ineligible for benefits, under this Paragraph, during the year. The Federation is only obligated to identify Benefit Players during the annual designation process discussed in Section A.2, above. WNT Players must be fully vaccinated against COVID-19 consistent with CDC guidelines to be eligible for designation at the time of designation each year.



B. 2022 Benefits: USSF agrees to provide the following benefits to Benefit Players, effective June 1, 2022, through December 31, 2022:

1. No New Health Insurance, Maintenance of Existing Health Insurance: The parties agree and acknowledge that, as of the effective date of this Agreement, the Federation has offered health insurance to a subset of WNT Players for the 2022 benefit year. The parties agree that the current coverage shall continue through December 31, 2022, and that the Federation is not obligated to offer health insurance to any other WNT Players in 2022, including those identified as Benefit Players for 2022.
2. No New Dental and Vision Insurance, Maintenance of Existing Dental and Vision Insurance: The parties agree and acknowledge that, as of the effective date of this Agreement, the Federation has offered dental and vision insurance to a subset of WNT Players for the 2022 benefit year. The parties agree that the current coverage shall continue through December 31, 2022, and that the Federation is not obligated to offer dental and vision insurance to any other WNT Players in 2022, including those identified as Benefits Players for 2022.
3. Parental Benefit: Effective June 1, 2022, all 2022 Benefit Players are entitled to a Parental Benefit. To be eligible, the Benefit Player must: (1) be medically unable to comply fully with their playing obligations under this Agreement due to pregnancy and provide WNT medical staff with a doctor's note reflecting their inability to perform playing obligations due to pregnancy; or (2) be taking leave to care for a newborn/newly adopted child post-delivery/post-adoption (up to a maximum of six (6) months). The Parental Benefit shall be a monthly benefit of \$8,333 per month, prorated as necessary, beginning the pay period following the date that the Player completes a Parental Benefit Request Form and submits it to the Team Administrator and the General Manager or other designee (whose contact information will be included on the Parental Benefit Request Form) and provides WNT medical staff with a doctor's note reflecting their inability to perform playing obligations due to pregnancy, or completes a Parental Benefit Request Form indicating that they are taking leave to care for a newborn/newly adopted child. The Parental Benefit Request Form is appended to this CBA as Exhibit 7. USSF expenditures pursuant to this Section B.3 shall be capped at \$150,000 total for all WNT Benefit Players for the period June 1, 2022, through December 31, 2022. If it appears likely that USSF will reach the cap described in this Paragraph, USSF and the WNTPA will meet to discuss how additional benefits may be funded by the Players Association or the Players. The Parties agree that USSF will not pay any amount above the annual cap and if, for any reason, the Players Association and/or Players do not fund additional benefits, they will cease once the cap is reached.
4. Return from Parental Benefit: A 2022 Benefit Player receiving Parental Benefits because they are medically unable to fully comply with their playing duties shall be required to submit the Return to Work portion of the Parental Benefit Request Form, informing WNT medical staff, Team Administrator, and the General Manager or other USSF designee (whose information will be included on the

Return to Work Form) once they are medically cleared to play, even if they remain on Parental Benefit to care for the newborn child. The Parental Benefit Request Form that the Benefit Player must complete is appended to this CBA as Exhibit 7. Once Player informs USSF that Player is ready to return to WNT duties following a period of Parental Benefit, the Player shall be invited to two (2) full WNT camps after either: (1) the Head Coach and General Manager determine, after speaking with the Player, that the Player is physically able to return to the WNT; or (2) the WNT Player has participated in training with their club team for at least two months. Provided that, neither of the two camps shall be a camp associated with a Major Tournament or Qualifier, or the camp occurring in the FIFA window preceding the World Cup FIFA window, unless the Head Coach selects Player for that camp.

5. Injury Benefit: Effective June 1, 2022, any 2022 Benefit Player who is medically unable to comply fully with their playing obligations under this Agreement because of a soccer-related injury or a documented soccer-related mental-health impairment shall be paid a monthly benefit of \$8,333 per month beginning the pay period following the date that the Player completes an Injury Benefit Request Form and submits it to the Team Administrator and the General Manager or other designee (whose contact information will be included on the Injury Benefit Request Form) prorated as necessary.<sup>6</sup> The Injury Benefit Request Form is appended to the CBA as Exhibit 8. USSF expenditures pursuant to this Section B.5 shall be capped at \$275,000 total for all WNT Benefit Players for the period June 1, 2022, through December 31, 2022. If it appears likely that USSF will reach the cap described in this Paragraph, USSF and the WNTPA will meet to discuss how additional benefits may be funded by the Players Association or the Players. The Parties agree that USSF will not pay any amount above the annual cap and if, for any reason, the Players Association and/or Players do not fund additional benefits, they will cease once the annual cap is reached.

C. 2023 and beyond Benefits: USSF agrees to provide the following benefits to Benefit Players, effective January 1, 2023:

1. Elite Athlete Health Insurance ("EAHI"): Each Benefit Player shall be enrolled in EAHI insurance from January 1 - December 31 of the year for which they are designated, unless they become ineligible for benefits as discussed in Section A.4, above, or unless the USOPC allocates less than 23 EAHI plans to WNT players at no cost to USSF and without restriction. If the USOPC allocates less than 23 EAHI policies to WNT players at no cost to USSF and without restriction, the Federation will provide affected Benefit Players with the same health insurance policy provided by the Federation to its employees (at the time of signing, a Blue Cross Blue Shield plan). The Federation will pay the cost of the plan's monthly premium, but the Benefit Player is responsible for all other costs associated with the plan (e.g., copays and coinsurance). The Federation shall pay each Player who accepts an

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<sup>6</sup> A copy of each completed Benefit Form will be sent to the WNTPA Executive Director or designee.

EAHI policy \$1,800 to offset taxes the Player may owe on the taxable cost of EAHI. No tax offset payment will be made to any Benefit Player receiving the Federation's employer-provided health insurance.

2. Dental and Vision Insurance: Benefit Players shall also be offered enrollment in Federation-paid and sponsored dental and vision insurance coverage with benefits equivalent to those provided to other Federation employees, and, if the Player accepts, they shall be enrolled in that insurance from January 1 - December 31 during the year they are designated as a Benefit Player.
3. Parental Benefit: Benefit Players are entitled to a parental benefit. To be eligible, the Benefit Player must: (1) be medically unable to comply fully with their playing obligations under this Agreement due to pregnancy and provide WNT medical staff with a doctor's note reflecting their inability to perform playing obligations due to pregnancy; or (2) be taking leave to care for a newborn/newly adopted child post-delivery/post-adoption (up to a maximum of six (6) months). A Benefit Player who is medically unable to comply fully with their playing obligations under this Agreement due to pregnancy and/or who takes leave to care for a newborn/newly adopted child (up to a maximum of six (6) months in addition to leave taken because Player was medically unable to comply fully with their playing obligation) shall be paid 100% of the Roster Appearance Fees (but not Game Performance Payments) that would have been paid to a WNT Player appearing on all WNT rosters during the period in which the WNT Player is medically unable to play. These payments will begin the pay period following the date that the Player completes a Parental Benefit Request Form and submits it to the Team Administrator and the General Manager or other designee (whose contact information will be included on the Parental Benefit Request Form) and provides WNT medical staff with a doctor's note reflecting their inability to perform playing obligations due to pregnancy, or notifies the Team Administrator or the General Manager that they are taking leave to care for a newborn/newly adopted child. The Parental Benefit Request Form is appended to this CBA as Exhibit 7. USSF expenditures pursuant to this Section C.3 shall be capped at the following total amount for all WNT Benefit Players: (i) \$600,000 for the period January 1, 2023, through December 31, 2026, and at (ii) \$300,000 for the period January 1, 2027, through December 31, 2028. If it appears likely that USSF will reach the cap described in this Paragraph, USSF and the WNTPA will meet to discuss how additional benefits will be funded by the Players Association or the Players. The Parties agree that USSF will not pay any amount above the caps described in this paragraph, and if, for any reason, the Players Association and/or Players do not fund additional benefits, they will cease once the caps described in this paragraph are reached.
4. Return from Parental Benefit: A Benefit Player receiving Parental Benefits because they are medically unable to fully comply with their playing duties shall be required to submit the Return to Work portion of the Parental Benefit Request Form, informing WNT medical staff, Team Administrator, and the General Manager or other USSF designee (whose information will be included on the Return to Work Form) once they are medically cleared to play, even if they remain on Parental

Benefits to care for the newborn child. The Parental Benefit Request Form that the Benefit Player must complete is appended to this CBA as Exhibit 7. Once Player informs USSF they are ready to return to WNT duties following a period of Parental Benefit, a WNT Player shall be invited to two (2) full WNT camps after either: (1) the Head Coach and General Manager determine, after speaking with the Player, that the Player is physically able to return to the WNT; or (2) the WNT Player has participated in training with their club team for at least two months. Provided that, neither of the two camps shall be a camp associated with a Major Tournament or Qualifier, or the camp occurring in the FIFA window preceding the World Cup FIFA window, unless the Head Coach selects Player for that camp.

5. Injury Benefit: A Benefit Player who is medically unable to comply fully with their playing obligations under this Agreement because of a documented soccer-related injury or a documented soccer-related mental-health impairment shall be paid 100% of the Roster Appearance Fees (but not Game Performance Payments) in 2023 and 2024, and 75% of the Roster Appearance Fees (but not Game Performance Payments) in 2025, that would have been paid to a WNT Player appearing on all WNT rosters during the period in which the WNT Player is medically unable to play, beginning with roster appearance fees associated with the second WNT camp in which the Benefit Player was not medically able to comply fully with their playing duties, up to a maximum of one (1) year from the date of their injury. These payments will begin the later of (i) the pay period associated with the second WNT camp the Player missed, or (ii) the pay period following the date that the Player completes the Injury Benefit Form and submits it to the Team Administrator and the General Manager or other designee (whose contact information will be included on the Injury Benefit Request Form).<sup>7</sup> The Injury Benefit Form is appended to this CBA as Exhibit 8. USSF expenditures pursuant to this Section C.5 shall be capped the following total amount for all WNT Benefit Players: (i) Calendar Year 2023 - \$240,000; (ii) Calendar Year 2024 - \$240,000; (iii) Calendar Year 2025 - \$180,000. This provision will sunset and no benefits shall be payable pursuant to this Section C.5 after 2025. If, during the course of a calendar years 2023-2025, Injury Benefit payments to Benefit Players exceed the applicable cap on USSF expenditures, excess payments may be deducted from the WNT Commercial Revenue share provided under Article 16, and, if necessary, prize money payable to the Team for the quadrennial World Cup or as designated by the Players Association from funds otherwise payable to WNT Players. If, for any reason, the Players Association and/or Players do not fund additional benefits, they will cease once the annual cap is reached.

- D. No Other Compensation or Benefits. Aside from the benefits described herein, the compensation and benefits described elsewhere in the CBA, and any applicable legal requirements, Players will not receive any other compensation, payment, or benefit and are

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<sup>7</sup> A copy of each completed Benefit Form will be sent to the WNTPA Executive Director or designee.

not entitled to any other paid leave. Only the leave described Sections B and C will be paid by USSF, up to the applicable maximum benefit amount.

## **ARTICLE 19**

### **COMPLIMENTARY TICKETS**

#### **A. Player Complimentary Tickets**

1. USSF-Controlled Games. Any Player on the roster for a Federation-controlled game in the United States that is open to the public or who is called in by the Federation for a training session associated with such a game shall receive eight (8) complimentary tickets to that game and any public hospitality event immediately preceding or following the game. Upon the Player's request, the Federation shall provide the Player with up to two (2) complimentary passes to any VIP/ Player Greeting Area for use by friends and family.
2. Players on the roster for an Official Competition (excludes World Cup) held in the United States that is not Federation-controlled and is open to the public or who is called in by the Federation for a training session associated with such a game-other than the World Cup (includes, but is not limited to the Gold Cup, Nations League games that Concacaf controls, Copa America or the Confederations Cup if played in the United States and not controlled by the Federation, any other games in the United States for which the Federation may not be the home team, and any other competition that Concacaf controls) shall receive six (6) complimentary tickets to that game and any Federation-controlled public hospitality event immediately preceding or following that game. The complimentary tickets provided for in this Section shall be best available in FIFA Category 1 or A. In order to minimize no-shows in friends and family seats, the WNT Team Administrator shall ask Players whether they are using all allotted tickets three (3) days before the game, and Players will return any unused tickets for resale at that time. There shall be no penalty for failing to return tickets that go unused.
3. In addition, in connection with domestic Federation-controlled matches, if 80% or less of the regular stadium seating capacity for soccer matches has been sold forty-eight (48) hours before the scheduled match time, any Player may request that the Federation shall make available two (2) tickets per Player available at 50% of face value.
4. Family Seating Area. The Federation will make commercially reasonable efforts to provide a safe and select area for seating for players' family tickets.
5. Non-Domestic Games. Any Player on the roster for a game that is not held in the United States (including World Cup qualifying games but not including the World Cup) that is open to the public or who is called in by the Federation for a training session associated with such a game shall receive two (2) complimentary tickets to that game and any Federation-controlled hospitality event immediately preceding or following the game.

6. World Cup Games. Any Player on the World Cup tournament roster shall receive at least three (3), and an additional three (3) if available at no cost to the Federation, complimentary tickets to each such game in which the United States participates, and shall have the right to purchase at least ten (10) additional tickets to each such game at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA or Concacaf that are charged by the Federation to everyone who purchases tickets from the Federation.
7. Olympics. Any Player on the roster (including alternates that travel with the team) for an Olympic game shall receive two (2) tickets to each Olympics game in which the United States participates, to the extent that tickets are provided by USOPC at no cost to the Federation.
8. World Cup Tickets for Qualifying Roster. Any Player on the roster for a World Cup Qualifier who is not on the World Cup tournament roster shall have the right to purchase four (4) tickets to each World Cup game in which the United States participates at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.
9. All tickets made available to any Player pursuant to this Article 19 and 20 shall be subject to any and all restrictions imposed by the Federation, Concacaf, and/or FIFA on such tickets including, but not limited to, restrictions with respect to transfer, resale, or inclusion in sponsorships or promotions.

**B. Players Association Complimentary Tickets**

1. The Players Association shall receive ten (10) complimentary tickets to all Federation controlled games in the United States, and fifteen (15) complimentary tickets to all Federation controlled games in the New York, Los Angeles, Washington, DC, Chicago, Denver, Austin, and San Francisco metropolitan areas, up to three (3) credentials providing suite and media area access for Players Association officials only, and three (3) complimentary passes to any public hospitality sessions immediately preceding and/or following the game. The Players Association shall also receive eight (8) complimentary tickets for all other matches in the United States that are open to the public. For credentialling, the Players Association must identify the three Players Association officials at least thirty (30) days prior to the first camp of the season, and Players Association shall be entitled to change its credentialed officials with at least thirty (30) days' notice before the applicable match unless the Federation is able to accommodate the Players Association's credential request with same-day credentials. Players Association complimentary tickets shall be in the same section(s) as Player complimentary tickets if seating in that section(s) is available prior to tickets being sold to the general public. To enable the Federation the best opportunity to sell any unused tickets, Players Association must notify US Soccer Ticketing within 10 days of the date that the Federation notifies the Players Association in writing of the pre-sale or on-sale date if it will use its allotted tickets. If Players Association does not notify

the Federation that it will use its allotted tickets, complimentary tickets will be made available for purchase by the public, and subsequent requests by Players Association for allotted tickets will be honored only to the extent (i) tickets remain available and (ii) in whatever sections remain available. The Players Association may purchase any additional tickets to any Federation controlled games at face value ~~or~~ plus any additional fees charged to the Federation, provided that nothing in this sentence is intended to alter the current practice whereby the Players Association does not pay for Ticketmaster (or other third-party) processing fees as those fees are not charged to the Federation. At the Players Association's option, with notice to the Federation within ten (10) days after the pre-sale or on-sale date, to allow for the sale of any unused tickets, the Federation shall apply a credit equal to the face value of the complimentary tickets provided for in this Section towards the purchase of suite tickets or towards the purchase of less-expensive seating, as available, for that same game. To the extent that there is a difference between the face value of the complimentary tickets provided to the Players Association in this Section and the suite tickets that the Players Association wishes to purchase, or must purchase per stadium or Federation rules, the Players Association will pay the difference.

2. Subject to availability, the Players Association may purchase at least thirty (30) tickets to each Concacaf-controlled event and FIFA-controlled event including but not limited to World Cup games in which the United States participates 48 hours before the Federation makes these tickets available for purchase to others (e.g., private sale to fan club members), at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by Concacaf and/or FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.
3. All tickets to Concacaf and/or FIFA-controlled events made available to the Players Association pursuant to this Section shall be subject to any and all restrictions imposed by Concacaf and/or FIFA on such tickets, including, but not limited to, restrictions with respect to transfer, resale, or inclusion in promotions.

## **ARTICLE 20**

### **FRIENDS AND FAMILY PROGRAM**

- A. The Federation shall organize a program for the Players who are named to the World Cup roster that will assist the Players' immediate families (which for this purpose shall mean a Player's parents, grandparents, siblings, children, spouses, and significant others) in traveling to the World Cup and in attending World Cup games (the "F&F Program").
- B. The F&F Program shall be at least reasonably equivalent in scope to the program provided in 2019, and the Federation shall be free to exercise its judgment on how best to achieve this objective. The Federation shall not be required to spend any specific amount on such F&F Program or to provide any specific support or benefits, as long as the overall program is at least reasonably equivalent in scope to the program provided in 2019.

- C. The Federation and the Players acknowledge and understand that the precise nature of any specific F&F Program may be influenced by and dependent upon a variety of factors associated with each World Cup, including but not limited to differences in cost and circumstances, the nature of the venue(s), the quantity and quality of available facilities, security issues, and sponsor commitments. The Federation and the Players also specifically acknowledge that providing a F&F Program outside the United States and Canada presents many more challenges than running a F&F Program within the United States or Canada, and these additional challenges must be considered when determining whether a program is reasonably equivalent in scope to the program provided in 2019.
- D. The Federation shall provide a written outline of the F&F Program to the Players in advance of the World Cup and, if requested, the Federation shall provide the Players Association a written or oral explanation of how the Federation believes the Program is at least reasonably equivalent in scope to the program provided in 2019, including a comparison of the estimated cost of the program with the amount spent by the Federation in 2019.
- E. With the exception of the obligation to provide the F&F Program, the obligation to provide tickets as set forth in Article 19, above, and any other obligation explicitly set forth in this Agreement, the Federation has no obligation to provide any benefits of any kind to the Players or their friends and families, including without limitation, airfare, hotel accommodations, meals or tickets and/or entry to any events other than those listed above. Participants in the F&F Program must comply with all security requirements.

## **ARTICLE 21**

### **ENDORSEMENTS, MARKETING AND PROMOTIONS AS A WNT PLAYER**

Because of the Federation's concern that the public might be misled to believe that a particular product or event is endorsed or sponsored by the Federation, and the need of the Federation to preserve its reputation and integrity as the National Governing Body for the sport of soccer in the United States, the Federation, players Association, and Players agree to the following:

- A. Federation IP. Player shall not use any Federation IP for any purpose, except as expressly set forth below:
  - 1. WNT Uniform. Absent express written consent from the Federation, which shall be granted or withheld by the Federation in its sole discretion, Player shall not appear in an official WNT uniform, any other Team-Issued Apparel and Equipment, or in any attire that is confusingly similar to an official WNT uniform or any other Team-Issued Apparel and Equipment for any commercial endorsement, sponsored appearance, sponsored social media post, or any other purpose. Federation's consent shall not be unreasonably withheld for uses via licensed photography obtained from the Federation or its licensing agent in books, soccer camps, or similar activities that do not compete with Federation sponsorship activities. Any use by Player of the Team-Issued Apparel and Equipment, and the Federation trademarks displayed thereon, shall inure solely to the benefit of the Federation.



2. Description. Players and Players Association shall be permitted to identify Players as the captain, member or as playing a particular position on the WNT using any of the following: “Member of the U.S. National Team,” “Member, U.S. National Team,” “Member of the U.S. Women’s National Team,” “Member, U.S. Women’s National Team,” “Member of the U.S. National Soccer Team,” “Member, U.S. National Soccer Team,” “Member of the U.S. Women’s National Soccer Team,” or “Member, U.S. Women’s National Soccer Team,” (each, a “Description”) subject to the following specifications:
  - a. Players may use a Description in groups of three (3) or fewer Players only in a Pre-Approved Format, which means the Description is (i) used in conjunction with the Player’s name in a font size that is at least 25% smaller than the font size of the typeface of the Player’s name, and the area of the Player’s name and the Description (defined by the perimeter of the outermost edge of the typeface of the combined name and Description) is less than 10% of the size of the full creative, or, for video uses, the full frame, in which the Description is used, or (ii) used in conjunction with the Player’s name, not as a primary feature, in a biographical context and along with the other biographical information in a narrative context (e.g., in the copy of a sponsored social media post) in a font size no larger than the typeface of the Player’s name.
  - b. All other uses of a Description shall be subject to the prior written approval of the Federation.
  - c. Players, Players Association, and Federation agree that nothing in this Agreement shall restrict Player’s ability to refer to themselves in conjunction with the descriptive phrase “US,” “USA,” or “United States” (for example, “United States Defender”).
  - d. Players, Players Association, and Federation agree that nothing in this Agreement shall permit Player to refer to themselves as the “U.S. National Team,” “U.S. Women’s National Team,” “U.S. National Soccer Team,” and “U.S. Women’s National Soccer Team,” except when that phrase is used as part of the name of the Players Association.
- B. Implied Federation Endorsement. Players and Players Association are expressly prohibited from using a Description or any Federation IP (including any trademarks or trade dress that is confusingly similar to the Federation IP) or otherwise engaging in any marketing efforts (including endorsements, sponsorships, commercial appearances or other licensing arrangements), alone or with others (including the WNTPA), that will lead a reasonable consumer to believe that the Federation has endorsed or sponsored a business, product or service without the Federation’s prior written consent. Players, Players Association, and Federation agree that the rules set forth in Article 21.A are intended to mitigate the risk that a Player (or Players) marketing efforts will give rise to a prohibited Implied Federation Endorsement, but that there may be certain situations where a reasonable objective consideration of the circumstances may suggest that such marketing efforts nonetheless

will lead a reasonable consumer to believe that the Federation has endorsed or sponsored a business, product or service without the Federation's prior written consent and in violation of this Article.

C. Player's Jersey Number. Consistent with current practice, Player's jersey number while they participate on the WNT or in any WNT game or event shall be selected by Player on the basis of seniority with the WNT and shall be assigned to the Player by Federation. All jersey numbers are subject to use by another WNT Player when not in use by a current, more-senior Player. Player shall not dispute or challenge, or assist any other third party to dispute or challenge, the USSF's ability to assign or reassign jersey numbers to WNT Players on the basis of seniority (including USSF's right to assign Player's jersey number to another WNT Player with greater seniority than Player or to any other WNT Player when Player is not on the WNT), or otherwise register or attempt to register, either directly or indirectly, Player's jersey number either by itself or with some other word or design element as a trademark anywhere in the world. Nothing in this paragraph shall preclude Player from referring to themselves in conjunction with a number they have previously worn for the WNT (e.g., "PlayerName13") or from featuring themselves wearing a number they have previously worn for the WNT in a manner that does not feature any Federation IP, is not otherwise confusingly similar to Federation IP, and does not falsely suggest and is not likely to cause confusion, or to cause mistake, or to deceive as to the Federation's sponsorship or endorsement of any product, service, brand, social issue or political cause that is being offered, promoted, advocated and/or supported by Player.

D. Personal Endorsements.

1. Except as limited by this Agreement, the UPA, or any other applicable written agreement, Player may make endorsements in their personal capacity or in their capacity as a member, employee, or agent of the Players Association or another entity (but not in their capacity as a representative of the WNT or the Federation).
2. Notwithstanding the foregoing paragraph, the following shall apply during camp, provided that all individual marketing activity conducted before, during, or after any camp does not interfere with or otherwise negatively affect Player's ability to perform their duties and obligations to the Federation. If Player's individual marketing activities interfere with their duties and obligations to the Federation, Player may be subject to disciplinary action by the Head Coach:
  - a. Players may make in-person sponsor appearances or create content for a commercial sponsor, within the same metropolitan area as the camp, on travel days into or out of the camp, and on their Rest Day(s).
  - b. Players may make remote endorsements (e.g., sponsored social media posts, remote speaker engagements, Cameos) on travel days into or out of WNT Camp, on their Rest Day(s), or during other non-working time, provided, in each case, such activities are performed in the Player's room or in other non-public areas of the Team hotel or training facility.

- c. Players may make in-person sponsor appearances or create content for a commercial sponsor outside of the Metropolitan area for the camp on travel days into or out of camp and on their Rest Day(s), but only with the express prior approval of the WNT Head Coach or the General Manager.

All costs associated with Player's travel to or from any such individual marketing activity shall be wholly organized and paid for by the Player, their personal sponsor, the WNTPA, or another non-party. No such costs or travel arrangement shall be the responsibility of the Federation.

## **ARTICLE 22 SPONSOR APPEARANCES**

- A. Sponsor Appearances. Appearance requests for the Federation's Sponsorship Partners shall be for one (1) or more Player(s) without identification of which Player(s) are requested. The Players Association shall ensure that a Player(s) is furnished in response to all commercial appearance requests that are not unreasonable. If a Federation Sponsorship Partner requests an individual Player by name to make an appearance or to deliver a direct endorsement of the company or product, the Federation will direct the Sponsorship Partner to negotiate an appearance fee with the individual Player or the Player's representative and such appearance shall be subject to a fee being agreed. For all other commercial appearances, compensation shall be paid to the Player making the appearance as follows: \$4,500 per appearance.

## **ARTICLE 23 ACCESS TO PHOTOGRAPHS AND FOOTAGE**

In addition to any access provided in the UPA and CRA, the Federation agrees to make photographs and footage of the WNT and its games available to the Players Association and the Player(s) for use by the Players Association or Player(s) in connection with charity events. The Federation shall not charge the Players Association or the Player(s) for such uses of the photographs and/or footage, however, the Players Association and/or Player(s) shall be responsible for all third-party costs associated with acquiring the photographs and/or footage.

## **ARTICLE 24 ACCOUNTING**

- A. USSF will provide reports that identify for each camp or match or tournament the players in camp and on the roster of each game and explain the game payments on a player-by-player basis for the camp or match or tournament, and any deductions from those amounts for expenses of players. Those reports will be sent to the Players Association within seven days after the WNT Players are paid for the associated camp.
- B. Individual Payments. All payments due to the Players participating in a particular game or tournament shall be paid by the Federation directly to the Players to whom such payments are due, except as authorized by a written dues authorization executed by the Player pursuant to Article 5.C.

## **ARTICLE 25**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **A. Contractual Grievance Procedure**

1. Any dispute involving the interpretation or application of, or compliance with, any provision of this Agreement, or the application of a Federation rule shall be resolved exclusively in accordance with the procedure set forth in this Article, except for those disputes resolved according to the Expedited NIL Grievance and Arbitration procedure in Article 25.B, below.
2. Initiation. A grievance must be initiated within sixty (60) days from the date of the occurrence or non-occurrence of the event upon which the grievance is based or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the party(ies) initiating the grievance, except that no grievance seeking backpay, additional compensation, or other monetary damages (except for grievances alleging improper use of Players' likenesses for which notice to the Players Association was required but not provided) shall be filed more than six (6) months after the occurrence or non-occurrence of the event or conduct on which the grievance is based, unless the grievance arises from a willful, intentional, or undisputed contract violation ("Willful Violation"), as opposed to a reasonable belief that the conduct was permitted by the CBA. In the event of a Willful Violation of the CBA, the deadline to initiate a grievance is extended to one (1) year. Notwithstanding the foregoing, grievances involving undisputed wage claims (e.g. played in a match but was paid only a camp fee and not an appearance fee, was in the WNT camp for the World Cup, but was not paid any share of the World Cup bonus paid, or that US Soccer subtracted an incorrect amount from a players' game payments to cover the cost of their share of a private charter flight) will be considered timely if filed within two years from the date of the occurrence.
3. Filing.
  - a. The Players Association or Player(s) shall initiate a grievance by filing a written grievance by email to the Federation, and, if filed by the Player, by emailing a copy of the grievance to the Players Association. The Federation shall initiate a grievance by filing a written grievance by email to the Players Association. If the grievance directly concerns one or more individual Player(s), the Federation shall also email a copy of the grievance to that Player(s). The grievance shall set forth the specifics of the alleged action or inaction giving rise to the grievance.
  - b. The party against whom a grievance is filed shall respond in writing by email within ten (10) days of receiving the grievance.
  - c. If the response denies the grievance, it shall explain the reasons for the denial.

- d. If a party against whom a grievance is filed fails to submit a timely denial, the grievance shall be deemed denied.

4. Grievance Committee.

- a. If a grievance is not resolved within seven (7) days after the response has been filed (or after the grievance is deemed denied), unless the Federation and the Players Association agree in writing that the grievance shall proceed directly to arbitration, the grievance shall be referred to a Grievance Committee consisting of one (1) representative appointed by the Federation and one (1) representative appointed by the Players Association. The parties' representatives shall be entitled to be represented by counsel in connection with the Grievance Committee. The parties shall name their Grievance Committee representatives within ten (10) days after the response has been filed (or after the grievance is deemed denied). Within twenty (20) days following the identification of the Grievance Committee representatives, the Grievance Committee shall meet in person or by telephone.
- b. At the Grievance Committee meeting, the Federation and the Players Association 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. All discussions between and among the Grievance Committee shall be deemed settlement discussions and shall be inadmissible before the Impartial Arbitrator.
- d. Unless otherwise agreed to in writing by the parties, a failure by either party to timely name its Grievance Committee representative or a failure of the Grievance Committee to timely meet, shall permit the party initiating the grievance to proceed to mediation or arbitration. Notwithstanding the previous sentence and for the avoidance of doubt, the time period to advance a grievance to mediation or arbitration shall not begin to run until the Grievance Committee meeting actually occurs. The parties agree to hold the Grievance Committee meeting within 30 days.

5. Mediation. If the Grievance Committee fails to resolve a grievance, a party may, within fifteen (15) days of the Grievance Committee meeting, request mediation. The other party shall have five (5) days to respond to the request for mediation; if the other party either fails to respond to the request for mediation or declines to mediate, either party may then advance the grievance to arbitration within fifteen (15) days of when mediation is deemed denied. If mediation is employed, the written request for mediation shall set forth the facts giving rise to the dispute, identify the grievance and the basis for the alleged contractual violation, and describe the remedy sought.

The mediation, if held, shall be held within thirty (30) calendar days of the written request. The mediation proceeding shall be informal and there will be no formal record of the mediation. The mediator cannot compel a resolution of the grievance, but if no settlement is reached, the mediator will provide (within seven (7) calendar days) a written explanation of the mediator's views concerning the dispute based on the information provided to the mediator. The mediator's written explanation shall be confidential and shall not be shared with anyone other than the Parties to the dispute and shall not be shared with or disclosed to the Impartial Arbitrator if the matter is not resolved and is submitted to arbitration.

The costs of mediation, including all fees and expenses of the Mediator, will be borne equally between (1) the Federation and (2) WNTPA and any Player, except that all parties will bear their own costs of transportation, witnesses, and the like.

The Mediator shall be selected by mutual agreement of the parties but must have experience in providing alternative dispute resolution services for sports entities (i.e., teams, conferences, or organizations, national governing bodies, associations, athletes, or coaches).

6. Arbitration. If the Grievance Committee fails to resolve a grievance or does not timely meet and at least one party elects not to mediate, either the Players Association or the Federation may, within fifteen (15) days following the meeting or twenty (20) days following the identification of the Grievance Committee representatives, whichever comes later, submit the grievance to arbitration by filing a written notice by email with the other party. If the Federation and the Players Association have mutually agreed to proceed to arbitration without Grievance Committee review, the party requesting arbitration shall file the written notice to the Impartial Arbitrator. If the parties elect to mediate the grievance and the mediation does not resolve the grievance to the satisfaction of either party, either party may, within fifteen (15) days of the mediation or delivery of the written explanation of the mediator's views, whichever is later, submit the grievance to arbitration by filing a written notice by email with the other party.
7. Selection of Impartial Arbitrator. The Impartial Arbitrator that is designated to hear a grievance submitted to arbitration under this Article shall be selected under the Labor Rules of the American Arbitration Association. Specifically, a panel of seven (7) neutral labor arbitrators shall be requested from the AAA National Commercial Sports Panel by the party who initiated the grievance, and the parties shall select the Arbitrator by alternate striking of the names on the panel provided by AAA.
8. Hearing. The Impartial Arbitrator shall conduct a fair and complete hearing while keeping the costs of the proceeding in mind. To that end, in appropriate cases, hearings may be conducted by telephone conference or videoconference if the parties mutually agree or the Impartial Arbitrator so directs sua sponte or on the request of either party. Individual witnesses may be permitted to testify by telephone or videoconference except where either the Federation or the Players Association objects and the Impartial Arbitrator finds that evaluation of the

witnesses' credibility is of importance to the case. Unless otherwise set forth in this Article, the Labor Rules of the American Arbitration Association shall govern the hearing. In-person hearings shall be held alternately in Chicago and Washington, DC, unless the parties mutually agree otherwise, with the first such hearing conducted in Washington, DC, and it being understood that either the Federation (as to Chicago) or the Players Association (as to Washington, DC) shall be able to change their contractual location in their sole discretion, upon written notice to the other party.

9. Transcripts. Transcripts shall not be required except at the direction of the Impartial Arbitrator or by mutual agreement of the parties.
10. Post-hearing briefs. If post-hearing briefs are permitted in a case, they shall be filed on a schedule agreed to by the Federation and the Players Association or as determined by the Impartial Arbitrator.
11. Arbitrator's Decision and Award. The Impartial Arbitrator shall render a written decision within thirty (30) days of the later of the close of the record or of the filing of briefs, if any.
  - a. The Impartial Arbitrator shall not have the authority to add to, subtract from, or alter in any way the provisions of this Agreement.
  - b. The decision of the Impartial Arbitrator shall constitute full, final, and complete disposition of the grievance, and shall be binding on the Federation, the Players Association, and any affected Player(s).
12. Time Limits. If any grievance is not processed or resolved in accordance with the prescribed time limits within any step (unless an extension of time has been mutually agreed upon in writing), the grieving party may proceed to the next step by notifying the other party of its intent in writing. This provision does not apply to the time limit for initiating a grievance set forth in Section A.2., above.
13. Costs. The joint costs of the arbitration, including, but not limited to, the fees and expenses of the Impartial Arbitrator, the costs of any hearing room, and the cost of any transcript created at the direction of the Impartial Arbitrator or jointly requested by the Federation and the Players Association, shall be borne equally between the Federation and the Players Association. The Federation and the Players Association each shall be responsible for its own costs.
14. Payment. If a monetary award is made by the Impartial Arbitrator, payments as ordered shall be made within thirty (30) days of the receipt of the award except that if the losing party challenges the award in federal court, payment shall not be due unless and until the award is deemed final and not subject to further appeal. If the award is upheld, the losing party shall pay interest to the prevailing party at the rate and in the manner used by the National Labor Relations Board, beginning with the date of the arbitrator's award. The time limit for payment may be extended by

mutual consent of the parties or by a finding of good cause for the extension by the Impartial Arbitrator.

15. Expedited Contractual Arbitration. Either the Federation or the Players Association may ask the Impartial Arbitrator to arbitrate the grievance on an expedited basis. The Impartial Arbitrator shall rule on that request after hearing from both the Federation and the Players Association. If the opposing party does not agree to a request for an expedited hearing, the party requesting the expedited hearing will be entitled to have the Impartial Arbitrator or AAA hear its request (on the papers, on a conference call, or in some other hearing format determined by AAA or the Impartial Arbitrator) promptly, including within seventy-two (72) hours if the initiating party requests that schedule. Upon a showing of good and sufficient cause and after giving the responding party an opportunity to be heard, the Impartial Arbitrator may so direct an expedited hearing if it is determined that the circumstances so warrant, and may make all necessary modifications to the normal grievance procedures outlined in this Section, subject to the right of the responding party to have sufficient time to prepare its defense. Subject to the foregoing, any expedited arbitration conducted pursuant to this Section A.15 shall be conducted pursuant to the AAA Expedited Labor Arbitration Procedures.
16. Ex Parte Communications. Neither the Federation nor the Players Association shall have ex parte contact with the Impartial Arbitrator without the written consent of the other party.
17. Federation Bylaws. Nothing in this Agreement shall deprive any Player of any and all rights under the bylaws of the Federation or from pursuing participation grievances, i.e., a claim related to the Player's right to participate in a protected competition pursuant to the Federation Constitution & Bylaws, FIFA Bylaws, the Bylaws of the United States Olympic & Paralympic Committee, or the Ted Stevens Olympic and Amateur Sports Act or any successor legislation.

B. Expedited NIL Grievance and Arbitration

1. It is the intent of the parties to this Agreement that normal principles of arbitral jurisprudence shall apply to legitimate disputes between the parties concerning the interpretation of the NIL requirements and obligations under this Agreement, the UPA, and any other applicable written agreement between the Parties. The parties understand and agree that this provision is not intended to allow USSF to compel compliance with NIL requests that are not reasonably based in the language of this Agreement, the UPA, or any other applicable written agreement between the Parties.
2. Notice of Concern Process:  
  
The parties agree that all disputes related to use of the use of another party's likeness, including the use of any Player Likeness, Federation Likeness, and/or Players Association Likeness, should be filed and resolved immediately and



expeditiously. As such, the Parties agree that any grievance filed by a party claiming that another party has violated the terms of this Agreement, including any attachments, exhibits, and appendices hereto, by its use of the party's Likenesses (collectively, "Expedited Disputes"), will be subject to the Expedited Grievance and Arbitration procedure ("Expedited NIL Procedure") described herein. This Expedited NIL Procedure shall be used only to resolve Expedited Disputes after the Notice and Concern process set forth herein has been exhausted. All other disputes will be resolved through the Grievance and Arbitration Procedure set forth in the Contractual Grievance Procedure unless the parties mutually agree otherwise.

The aggrieved party (including the Players Association on behalf of a player(s) or both Players Associations acting together if the activation included both WNT and MNT Players) shall promptly advise the other party(ies) of any Expedited Dispute in writing within five (5) days of the initial publication/display or notice of the activation (whichever is earlier), subject to the provision in Article 25.A.2 extending the time to initiate a grievance concerning an activation for which notice to the Players Association was required but not provided. The notice must set forth (a) the specific aspects of the activation that the aggrieved party (including the Players Association on behalf of itself and/or any such Player) alleges violates the terms of this Agreement, including the Article and Section number(s); (b) how the activation differs from any content or collateral approved by the aggrieved party (if any exists), and if nothing differs, what unforeseen factors have arisen that have caused the aggrieved party to now believe in good faith that the activation violates the Agreement; and (c) the specific steps that the aggrieved party (including the Players Association on behalf of itself and/or any such Player) reasonably believes in good faith that other party(ies) should take to avoid any further alleged violations of the Agreement through use of the aggrieved party's likeness (each notice, a "Notice of Concern").

The party(ies) receiving a Notice of Concern shall consider it in good faith, and shall respond in writing within three (3) business days of its receipt of such Notice of Concern setting forth either (a) that it agrees that the subject activation could be reasonably interpreted to violate the terms of this Agreement, and setting forth the steps that the party(ies) shall take to mitigate the issues set forth in the Notice of Concern; or (b) disputing the assertions included in the Notice of Concern and advising the aggrieved party(ies) what steps (if any) the responding party shall take to mitigate the issues set forth in the Notice of Concern.

If, after proceeding in good faith with the Notice of Concern process, the parties cannot agree on whether a violation of this Agreement has occurred and/or on the sufficiency of the steps that the responding party(ies) has taken (or proposed to take) to mitigate the issues set forth in the Notice of Concern, the aggrieved party(ies) may file a grievance under this Expedited NIL Procedure and may specify the remedy they seek if they prevail in an arbitration conducted pursuant to this Expedited NIL Procedure ("Expedited NIL Arbitration").

Alternatively, to the extent that the responding party(ies) takes the specific steps that the aggrieved party(ies) outlines in the Notice of Concern to avoid the issues set forth in the Notice of Concern, or takes other reasonable steps to mitigate the risk related to the issues set forth in the Notice of Concern and the aggrieved party(ies), acting in good faith, agrees such actions are sufficient to so mitigate the risk, each of the parties expressly agrees to waive any and all grievances against the other party(ies) with respect to those activities at issue in the Notice of Concern.

### 3. Expedited NIL Arbitration Procedure

- a. Arbitrator Selection. Within sixty (60) days after implementation of the CBA, the Federation, the WNTPA, and the MNTPA shall agree upon one (1) arbitrator (“Primary Arbitrator”) to resolve Expedited Disputes. Within three (3) months after ratification of the CBA, USSF, the WNTPA, and the MNTPA will identify two (2) additional alternative arbitrators (“Alternative Arbitrators”) to resolve Expedited Disputes if the Primary Arbitrator is not available or the parties agree to select one of the Alternative Arbitrators. As Expedited Disputes arise, they will be submitted to the Primary Arbitrator unless the Primary Arbitrator is unavailable or the parties agree to select one of the Alternative Arbitrators. Four times during the term of this Agreement, each party (a Players Association or the Federation) may at its discretion remove an arbitrator (Primary or Alternative) from the panel, with the replacement arbitrator being selected by the mutual agreement of the parties.
- b. Timing. All Expedited Disputes must be submitted to Expedited NIL Arbitration via email to the other party and the Primary Arbitrator, with copy to the other Players Association, no later than three (3) business days after conclusion of the Notice of Concern process; otherwise, any claim is waived, barred, and need not be processed by either party.
- c. No Hearing/Limited Hearing. All Expedited Disputes will be resolved by the selected arbitrator without an in-person hearing, unless the parties mutually agree otherwise. In lieu of a hearing, the parties will submit the disputed activation, written letter briefs of no more than three (3) pages, and any other exhibits or documents in support of their respective positions to the arbitrator. In addition, either party may request a videoconference hearing with the arbitrator to last an hour or less in total.
- d. Arbitrator Decision and Rulings. The arbitrator will issue a ruling, in writing, within three (3) business days of the parties’ submissions, with a full written decision to follow shortly thereafter. The arbitrator’s decision shall be final, binding, and not subject to appeal.
- e. Cost. The cost of the arbitrator and any other direct costs of the arbitration, excluding the costs of each party’s legal representation, will be borne by the

losing party. Other than as specifically modified herein, the authority of the arbitrator remains as provided in this Agreement.

## **ARTICLE 26**

### **EXIGENT CIRCUMSTANCES**

- A. In the following circumstances, USSF has the limited right to “reopen” the Agreement consistent with the terms and conditions described in this Article:
1. The Players Association advances a grievance to arbitration under Article 25 of this Agreement or the MNTPA advances a grievance to arbitration under the corresponding Article of the MNTPA/USSF CBA alleging that the payment to Players of some or all of the compensation and benefits earned pursuant to Article 16 of this Agreement and/or any or all of the compensation structure described therein violates Article 6 of this Agreement or Article 6 of the MNTPA/USSF CBA.
  2. An arbitrator issues a decision under Article 25 of this Agreement or under the corresponding Article of the MNTPA/USSF CBA finding that the payment to Players of some or all of the compensation and benefits earned pursuant to Article 16 of this Agreement and/or any or all of the compensation structure described therein violates Article 6 of this Agreement or Article 6 of the MNTPA/USSF CBA.
  3. Any lawsuit, claim, administrative complaint, or any legal action, including a class action lawsuit (but not including a grievance which is addressed in Section 1 above), is filed by or on behalf a sufficient number of WNT Players (i.e. six of the then-number of Benefit List Players), claiming that some or all of the amounts earned by Player(s) pursuant to Article 16 of this Agreement and/or any or all of the compensation structure described therein violates the no discrimination provision of the CBA and/or state and/or federal equal pay and/or gender-based discrimination law(s).
  4. Any lawsuit, claim, administrative complaint, or any legal action, including a class action lawsuit (but not including a grievance which is addressed in Section 1 above), is filed by or on behalf of a sufficient number of MNT Players (i.e., 6 of the MNT Players who played on the USMNT in the preceding 12 months) claiming that some or all of the amounts earned by Player(s) pursuant to Article 16 of this Agreement and/or any or all of the compensation structure described therein violates the no-discrimination provision of the MNTPA/USSF CBA and/or state and/or federal equal pay and/or gender-based discrimination law(s).
  5. The settlement of *Morgan v. United States Soccer Federation* is not approved by the court or is withdrawn for any reason.
- B. If any of the conditions described in Section A above are met, USSF may, in its discretion, exercise its right to “reopen” Article 16 of this Agreement by providing written notice to the Players Association. The reopener negotiations shall be limited to the provisions of Article 16 of this Agreement. USSF and Players Association agree to bargain jointly with the other Players Association. The provisions of Article 16 of this Agreement shall remain

in effect during any such reopener negotiations. In the event that the parties are not able to resolve the issue through negotiations and the Federation imposes new terms, as permitted under applicable law, Article 4 shall no longer be in effect.

## **ARTICLE 27 MISCELLANEOUS**

- A. Integration, Entire Agreement. It is expressly provided that substantive bargaining discussions between the parties and the substance of the parties' prior CBAs and UPAs may be offered and considered by the Impartial Arbitrator, if deemed appropriate by him or her. The Federation and the Players Association acknowledge and agree that this Agreement and the Appendices and Exhibits attached to this Agreement represent the entire agreement and understanding between the parties and supersede any prior agreement, prior understanding or prior negotiations respecting any matters covered by this Agreement and the Exhibits. No term of this Agreement or of the Exhibits to this Agreement shall be modified, altered, or amended except in a writing signed by both the Federation and the Players Association.
- B. Choice of Law. To the extent that federal law does not govern the implementation of this Agreement, this Agreement shall be construed and interpreted under, and shall be governed by, the law of the State of Illinois without regard to its conflicts of law provisions.
- C. Notices. All notices under this Agreement shall be delivered by email. Notices to a player shall be addressed to the Player at the email address contained in the Federation's personnel records, as amended from time to time, or to the Player's agent or representative, and to the Players Association. Notices to the Federation, shall be addressed to the Federation at its corporate headquarters, at the Attention of the Federation's Chief Legal Officer, Federation labor counsel, and the Federation's legal department general email address [legal@ussoccer.org](mailto:legal@ussoccer.org). Notices to the Players Association shall be delivered to the Players Association's Executive Director, or, if there is no Executive Director, to a Player Representative; in either instance, copy of any notices to the Players Association shall be delivered to Players Association labor counsel. The Players Association shall update the Federation as to the identification of the Player Representatives and labor counsel, as needed.
- D. Non-Waiver. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted under this Agreement or of the future performance of any such term or condition, and the obligations of the non-performing party shall continue in full force and effect.
- E. Headings and Organization. The headings and organization of this Agreement are solely for the convenience of the parties, and shall not be deemed part of or considered in construing or interpreting this Agreement.

F. Time Periods.

1. Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within that period, except that any deadline falling on a Saturday, Sunday, or federal holiday shall be deemed to fall on the following business day.
2. All time periods referred to in this Agreement shall be deemed to begin on the day immediately following the day on which the relevant event occurred.

G. Signatures. This Agreement may be signed in one or more counterparts (including facsimile or electronic signatures), each of which shall be deemed to be one and the same instrument.

H. Assignment. The Federation shall retain the right to assign or license any of its rights in this Agreement to any division of the Federation or a subsidiary or similar legal entity created to perform licensing and/or marketing functions performed by the Federation or its agents as of the date of this Agreement. The Players Association shall retain the right to assign or license any or all of its rights in this Agreement to any affiliated legal entity created to perform licensing and/or marketing functions on behalf of the Players or the Players Association.

## **EXHIBITS AND ATTACHMENTS**


1. UPA
2. WNT Venue Selection Policy
3. USSF Charter Flight Policy
4. List of Factors in Venue Selection
5. Hotel Accommodations Policy
6. WNT Camp Report
7. Benefit Player Parental Benefit Request Form
8. Benefit Player Injury Benefit Request Form
9. Daily Wellness Check and Health Monitoring Survey
10. Weekly Medical Monitoring Survey
11. Women's Senior National Team Background Screening Process
12. December 31 MOU

AGREED TO BY THE PARTIES, THIS SIXTH DAY OF SEPTEMBER 2022.

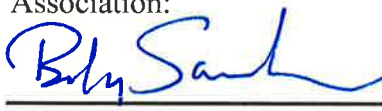


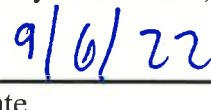
For United States Soccer Federation:

  
Cindy Parlow Cone, President

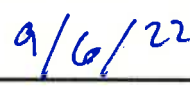
  
Date

For U.S. Women's National Team Players Association:

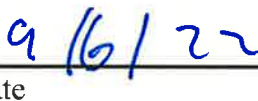
  
Becky Sauerbrunn, President

  
Date

  
Crystal Dunn, Vice-President-Secretary

  
Date

  
Sam Mewis, Vice-President-Treasurer

  
Date

  
Becca Roux, Executive Director

  
Date

WNTPA CONFIRMATION: Becca Roux Becca Roux

DATE: 10/26/2022

USSF CONFIRMATION: JT Batson JT Batson

DATE: 10/26/2022



# **Exhibit 1**

## EXHIBIT 1

### USWNT UNIFORM PLAYER AGREEMENT

THIS CONTRACT is between \_\_\_\_\_, (“Player”), and the United States Soccer Federation (the “Federation” or “USSF”). In consideration of the promises made by each to the other, Player and the Federation agree as follows:

1. **Term.** The term of this Uniform Player Agreement (“Agreement” or “UPA”) is from January 1, through December 31, \_\_\_\_.
2. **Compensation and Benefits.** In consideration of Player’s agreement, as described in this Agreement below, the Federation shall compensate and provide benefits to the Player as described in Articles 16, 17 and 18 of the Collective Bargaining Agreement (“the “CBA”) between the Federation and the Women’s National Team Players Association (the “Players Association” or “WNTPA”).
3. **Travel.**
  - a. **Air travel.** The Federation is responsible for all travel arrangements. It will be necessary for Player to communicate on a timely basis to the Team Administrator as to which airport is most convenient for Player. If Player makes changes to the flight itinerary for Player’s personal convenience or preference after the ticket is purchased, Player may be held responsible for any additional costs or fees incurred. Player must also notify the Team Administrator of these changes. If Player misses a flight due to Player’s own negligence, Player must inform the Team Administrator immediately and Player may be held responsible for any additional costs incurred as a result of the travel changes. A Player shall not be held responsible for a request by a Player to change a flight itinerary for a reason that benefits both the Player and the Federation if the Federation agrees to pay for the flight change (e.g., if the Federation agreed to fly Player on an earlier flight to avoid a potential weather interference). If the Federation does not agree that the flight change is worth making, it must inform the Player and the Players Association in writing, to the extent possible given the proximity of the request and flight time, that the Federation will not pay for the flight change and the Player can choose whether to make the change or remain with the previously scheduled flight (or if it is too late to proceed with the previously scheduled flight, a comparable alternative flight).
  - b. **Hotels.** The Federation shall, by default, book Player into a single-occupancy hotel room. Should a player prefer a double room, the player must declare that preference at the time that the player is invited to attend a training camp, game, event, tournament, or other activity at which hotel accommodations will be provided by the Federation.
  - c. **Companion Travel.** The Federation will make every effort to accommodate Player’s request to have their partner or family member take the same flight as Player. Any changes to Player’s itinerary after the ticket is purchased to accommodate a travel companion will be at the expense of Player. The cost of the companion shall be the responsibility of Player or the companion, but USSF shall enable Player to purchase hotel rooms at the USSF rate where practicable and available, after reserving rooms for USSF staff and players.
  - d. **Passport/Visa Information.** It is the responsibility of Player to ensure the validity of their passport. Player is expected to renew their passport if its expiration date is less than six (6) months

away. Pursuant to FIFA Regulations, the failure to bring a passport to every World Cup Qualification and World Cup match renders Player ineligible to play, regardless of where the match is played. The Federation will remind Player of this requirement before or when the final roster is released for games at which a passport is required. As a result, Player must bring a valid passport to every World Cup Qualification and World Cup match, regardless of where those games are played. The Team Administrator will make arrangements to keep Player passports secure during these trips.

- e. **Meals.** The Federation may provide Team meals during camps and will provide each player a per diem for each day the player is traveling or in Women's National Team Camp, as described in Article 16 of the CBA, that may be used to purchase meals during travel to and from camps. Per diems are otherwise subject to tax withholding. Players are required to be present for a portion of all Team meals unless excused by the Head Coach. Player has the right to decline USSF-provided food, but if Player chooses not to eat the food that is offered, they may obtain food from another source, subject to COVID or other health and safety protocols, and will do so at Player's own expense. Team meals are restricted to Players and staff along with Players' children under six (6) years old and childcare providers for Players' children under six (6) years old—except as may be precluded by the credentialing requirement and restrictions imposed by the venue, hotel, etc.—provided that Players' age-eligible children and childcare providers are fully COVID-19 vaccinated (while that requirement is in effect) and are subject to and agree to adhere to all health and safety protocols instituted by the Federation.
  - f. **Incidental Expenses Incurred While Traveling.** Players are responsible for all personal and incidental charges while traveling with the WNT, including but not limited to telephone charges, restaurant bills, room service, valet service, and other personal hotel charges. Federation will pay the costs of basic hotel internet access if not provided for free by hotel. If Player chooses to upgrade to premium "high speed internet" or similar to support gaming, streaming, or other uses, such upgrades are at the cost of the Player. Any incidental charges not paid by Player will be deducted from Player's payroll in the next pay period.
4. **Player Duties and Responsibilities.** In consideration of the Federation's agreement to provide the consideration set forth in the CBA and perform the obligations set forth in this Agreement and the CBA, Player agrees as follows.
- a. **On-Field Responsibilities.**
    - i. **Playing.** During the term of this Agreement, the Player shall, subject to their health, be available for training with, and any games of, the U.S. Women's National Team ("WNT" or "Team") held during FIFA windows pursuant to the International Match Calendar. However, Player in their discretion is free to turn down any request that Player train or play for the WNT, taking into account such things as their personal and family circumstances and their situation and schedule with their professional Club team, or other issues, subject to any FIFA regulations or consequences imposed by FIFA for Player's failure to accept a call up to the WNT.
    - ii. **Physical Condition.** During the term of this Agreement, Player represents that they will maintain themselves in excellent physical condition. Players are also expected to engage in recovery on their Rest Day(s), as defined in Article 12.D.3 of the CBA, which may occur

on their own or with Federation staff, if the Player requests it. If the Player fails to do so to the satisfaction of USSF's medical staff, then USSF may not call the Player up to the WNT, subject to the Player's rights under the Ted Stevens Olympic and Amateur Sports Act or any successor federal legislation.

- iii. **Player's Time and Schedule.** Except as provided elsewhere in this Agreement, when in WNT camp, the Player shall devote whatever time is reasonably necessary to perform their duties and responsibilities as a player on the WNT (a "WNT Player").
- iv. **Orientation.** Upon selection to their first WNT camp and their first WNT camp of a calendar year, Player agrees to complete the WNT Player orientation.
- v. **Drug Testing.** The Player hereby consents to be subject to the Drug Testing and USADA requirements set forth in Article 15.A of the CBA.
- vii. **Safesport Compliance.** Player must be compliant with all SafeSport Training and requirements, including by serving as a mandatory SafeSport reporter. As part of Orientation, the Federation shall advise Player of their SafeSport obligations, and the Federation shall provide Player assistance with registration with SafeSport, as necessary.
- viii. **Shared Sensor Data.** Player agrees to use best efforts to have their Club provide Club-collected sensor-performance data to Federation high-performance staff, including by signing a release, if necessary, for the four (4) weeks preceding National Team camp.
- ix. **Other Duties as Assigned.** While in camp, Player shall authorize the Federation to conduct and shall complete required daily wellness checks and health monitoring conducted through the Smartabase app, or any successor wellness monitoring platform adopted by the Federation.

**b. Off-field Responsibilities.**

- i. **Conduct.** Player shall comport and conduct themselves, at all times, in a manner befitting Player's position as a member of the WNT and spokesperson for and representative of the Federation, and the sport of soccer. As a member of the WNT, USSF expects all WNT Players to comport with the following general guidelines of conduct:
  - a. Abide by all rules as disseminated by the Team General Manager, Head Coach and assistant coach(es), or other authorized representatives of USSF, which shall be promulgated in accordance with the procedure set forth in Article 5.A of the CBA;
  - b. Act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
  - c. Not engage in any conduct that is criminal under any applicable laws; and
  - d. Not participate or assist in any gambling or betting activities associated with any event related to soccer, provided that Player's endorsement of or license granted to a gambling company shall not be considered participation in or assistance with a gambling activity unless the Player's foregoing activities violate FIFA's Code of Ethics.

- ii. **Uniforms and Team-Issued Apparel and Equipment.** Player is required to comply with the Team-Issued Apparel and Equipment standards during National team activities, as set forth in Article 15.B of the CBA and summarized below:

	<b>Team-Issued Apparel and Equipment Required*</b>	<b>Team-Issued Apparel and Equipment Not Required <u>BUT</u> Prominently Outwardly Branded Competing Sponsor Products Prohibited**</b>	<b>Team-Issued Apparel and Equipment Not Required <u>AND</u> Competing Sponsor Products Permitted**</b>
<b>WNT Uniform / Training Kit as issued by USSF **</b>	All Matches, Training, Team Meetings immediately before/after Training and Matches; All Media Events, Team Travel, and Other Team Events (e.g., team charitable appearance) at USSF's direction	N/A	N/A
<b>Polo shirts, T-shirts, Vests, Windbreakers, Bench Coats and Sideline Jackets and Pants, Outerwear, Headwear, and Socks*</b>	All Matches, Training, Media Events, Team Meetings immediately before/after Training and Matches; Team Travel; and Other Team Events as appropriate given conditions or at USSF's direction	Team Meetings not immediately before/after Training; Team Meals (unless designated as Team attire required per camp schedule); Arrival at Team Hotel for camp	During Treatment; in Player Hotel Rooms; and during Rest Days and Non-Working Time
<b>Backpacks and Duffel Bags for Gear issued by USSF/Official Supplier</b>	All Matches, Training, Media Events, Team Meetings immediately before/after Training and Matches; Team Travel; Team Meals; and Other Team Events as appropriate given conditions or at USSF's direction	N/A	N/A
<b>Personal Luggage, including Backpacks and Duffel Bags used as Luggage</b>	N/A	Team Travel; Individual Travel into and out of Camp	Never
<b>Personal Handbags, Purses, Shoulder Totes, Computer Bags</b>	N/A	N/A	Always, but only from Competing Sponsor if branding is not prominent and Player doesn't prominently display bag.

<b>Shoes, Shinguards, Goalie Gloves, Shoe Bag</b>	Never	Never	Always
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*\* TruSox and headbands permitted with no external branding visible.*

*\*\* Competing Sponsors include Adidas, Admiral, Asics, Athleta, Champion, Capelli, Charly, Concave, Diadora, Fila, Gola, Goal Five, Hi-Tec, High Five, Hummel, Joma, Kappa, Kelme, Le Coq Sportif, Lotto, Lululemon, Mitre, New Balance, Pantofola d'Oro, Patrick, Pony, Puma, Reebok, Reusch, Score, Select, Sketchers, Storelli, Uhlsport, Umbro, Under Armour, Veloce, Wilson, and XARA.*

- iii. **Change of Address.** Player will contact the Team General Manager and Team Administrator as soon as possible with any changes to their address, telephone, email or other contact information. The information is essential for travel arrangements and payroll.
- iv. **Spokesperson Duties.** Player agrees that they shall use reasonable best efforts to promote and develop the WNT, the Federation, and the sport of soccer in the United States. In furtherance of the foregoing, the Player shall perform the following services:

1. **Media Interviews.** The Player agrees to participate in a reasonable number of media interviews as set forth in Article 15.C of the CBA, including those reasonable media interviews of the following types:

- In-Camp Media Interviews
- Game Day Interviews
- Broadcast Rightsholder Features Interviews
- Tournaments:
  - World Cup and Gold Cup Media Days
  - Match Day – 1 Press Conferences
  - Post Tournament Media Appearances

2. **Content Capture Sessions.** The Player agrees to participate in the certain pre-scheduled content capture sessions, which shall be organized by the Federation for the benefit of the Federation, Federation rightsholders or their affiliates, and tournament organizers, their rightsholders and their affiliates as requested by the Federation (collectively, “Content Sessions”), pursuant to the terms of Article 15.D of the CBA including its provisions regarding branding. The duration, frequency and rotation of the Content Sessions are summarized in the chart below.

Type of Content Session	Frequency	Maximum Duration	Scheduling and Location
In-Camp	Once per WNT Camp, unless Player agrees to	One hour, except that twice per year can be three hours (excluding time for	Not on Match Day -1, Match Day, or Match Day +1 (except with Player permission). Not during Player’s Rest Day(s) unless unreasonable not to schedule on rest days or

	split into multiple shorter sessions	travel, meals, and hair and makeup)	with Player permission. To be held at Team hotel, training site, or match venue.
Remote	Once per year in exchange for In-Camp Session of Equal Length	One or three hours at Federation's discretion (excluding time for travel, meals, and hair and makeup)	A mutually agreed upon time and place within 5 miles of Player absent Player agreement.
World Cup	Once each Quadrennial World Cup (2023 & 2027)	Eight hours	A time and place to be agreed upon between USSF and WNTPA. Participants to be paid \$10,000 as set forth in CBA Article 15.D.1.c.

c. **Footage.** Player acknowledges and agrees that all Footage, including both Active Footage and Passive background Footage, shall be owned by the Federation and shall be considered Federation IP, and may be used or licensed by the Federation as set forth herein and pursuant to the terms and conditions of the CBA and any other Agreement under which the Federation or Federation commercial sponsor has been granted such rights.

d. **Autograph Sessions.** Player agrees to participate in up to one (1) reasonably scheduled autograph signing session per year (that does not interfere with game preparation) for non-public, non-commercial use by charities or other non-commercial or non-public uses, involving the Player signing no more than one hundred (100) items per session, unless otherwise agreed between the Federation and Players Association. Federation shall provide Players Association with an accounting of the usage of such autographed items. Should the Federation wish to obtain any additional signed items autographed by Player for non-public, non-commercial use by charities or other non-commercial or non-public uses, the Federation shall submit a request to the Players Association, which shall not be unreasonably withheld, conditioned or delayed (it being understood if WNTPA fails to approve or disapprove the Federation's request at the end of two business days, the request shall be deemed approved); provided, however, it is agreed that it shall be reasonable for the Players Association to deny any such request if the Player is not willing to autograph additional items for such non-commercial or non-public uses.

**E. Benefit Player Duties.** ☐ If this box is checked, the Federation has designated, and Player hereby accepts the designation as, a Player on the Benefit Player List. For a discussion of those benefits and eligibility, *see* Article 18 of the CBA "Benefit Players":

1. **WNT Camp Outside of FIFA Windows.** Player agrees to use best efforts to secure release from their club for WNT camps held outside of FIFA windows, provided that the Federation adheres to the scheduling provisions of the CBA, Article 12.
2. **Medical Coordination.** Player agrees to promptly inform Federation medical staff of injuries occurring outside of WNT camp and to coordinate Player's rehabilitation and return-to-fitness plan with Federation medical staff.

3. **Medical Weekly Monitoring Outside of Camp.** Inside and outside of camp, Player agrees to authorize the Federation to conduct and shall complete required weekly medical monitoring conducted through the Smartabase app, or any successor wellness monitoring platform adopted by the Federation.
4. **Shared Sensor Data.** Player agrees to use best efforts to have her Club provide Club-collected sensor-performance data to Federation high-performance staff, including by signing a release, if necessary. Benefit Players agree to make available to USSF their sensor data from Club training and games for the full span on any year in which the Player is designated as a Benefit Player.

## 5. **Player Restrictions and Releases.**

- a. **Competing Soccer Teams.** Other than for the Federation or a club or an all-star team in which the Player is representing their club, the Player agrees not to play in any soccer game on the same team as five or more members of the WNT without the express prior written consent of the Federation. The Player further agrees that she will not play in more than one (1) all-star soccer game per calendar year on the same team as five (5) or more members of the WNT without the prior written consent of the Federation.
- b. **Warning, Waiver, and Release.**
  - i. Player acknowledges that she is experienced at the game of soccer, and recognizes that it is an activity in which injuries can occur. The Player understands and acknowledges that there are dangers of personal injury inherent in participating in soccer try-outs, training, testing, and competition, and that she risks death and personal injury, including paralysis and dismemberment, while participating in try-outs, training, testing and competition. The Player expressly and voluntarily assumes all risk vis-a-vis the Released Parties (as defined in Section ii 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 Section ii below).
  - ii. Player, for themselves and on behalf of their heirs, assigns, and next of kin, hereby releases, forever discharges, holds harmless, and promises not to sue the United States Soccer Federation and its respective officers, directors, members, officials, agents, and 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 sponsored by the United States Soccer Federation or while employed by the Federation, except that which is the result of gross negligence and/or willful or wanton misconduct. **THE 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.**

- c. **Endorsements, Marketing, and Promotions as a WNT Player.** Because of the Federation's concern that the public might be misled to believe that a particular product or event is endorsed or sponsored by the Federation, and the need of the Federation to preserve its reputation and integrity as the National Governing Body for the sport of soccer in the United States, the Federation and Player agree to the following:
- A. **Federation IP.** Player shall not use any Federation IP for any purpose, except as expressly set forth in Article 21 of the CBA with regard to the following:
- i. **WNT Uniform.** Player shall not appear in their uniform or other Team-Issued Apparel and Equipment for any commercial endorsement, sponsored appearance or social media post, or any other purpose except as set forth in Article 21.A.1 of the CBA, without Federation's prior written consent.
- ii. **Description.** Player shall only identify themselves as the captain, member or as playing a particular position on the WNT as set forth in Article 21.A.2 of the CBA or with the Federation's prior written approval.
- iii. **Implied Federation Endorsement.** Player shall not use a Description (as defined in the CBA) or any Federation IP or otherwise engage in any marketing effort that will lead a reasonable consumer to believe that the Federation has endorsed or sponsored a business, product, or service, without Federation's prior written consent, as set forth in Article 21.B of the CBA.
- B. **Player's Jersey Number.** Player's jersey number shall be assigned by the Federation in accordance with Article 21.C of the CBA. Player shall use their jersey number only as described in CBA Article 21.C.
- C. **Player Endorsements:** Player may engage in individual marketing activities as set forth in CBA Article 21.D, including during WNT camp as summarized in the chart below, and provided in all cases that the individual marketing activity does not interfere with or otherwise negatively affect Player's ability to perform their duties and obligations to the Federation. If Player's individual marketing activities interfere with their duties and obligations to the Federation, Player may be subject to disciplinary action by the Head Coach:

Individual Marketing Activity	When Permitted
Make in-person sponsor appearances or engage in content-creation sessions in-metro-area of camp	Travel days into and out of camp or Rest Days

Make remote endorsements (e.g., sponsored social media posts, remote speaker engagements, Cameos) in the Player's room or in other non-public areas of the Team hotel or training facility	Travel days into and out of camp, Rest Days, or other non-working time
Make in-person sponsor appearances or engage in content-creation sessions out-of-metro-area of camp	Prior to arrival into camp, or on travel days into and out of camp or Rest Days, and with Head Coach/General Manager permission

D. **Player Engagements.** To facilitate the Federation's compliance hereunder, Player shall provide the Federation with the name of the Player's agent, the name of the Player's current club team, and a list of the Player's individual endorsement agreements and sponsors (identifying the subject product categories) on Exhibit A attached to this Agreement. Players shall promptly notify the Federation of any changes to the information provided by Player on Exhibit A, and the Federation shall be able to rely upon such disclosures.

#### 6. **Publicity and WNTPA Group Licensing Program.**

a. **Capture and Ownership.** The Federation may take or create, or may authorize others to take and create, works of authorship, including photographs, audio-visual works, audio recordings, and other works, including compilations thereof and derivative works based thereon, fixed in any medium whether now known or hereafter developed, that include Player's Likeness (collectively, "Footage"), at any Federation or WNT camp, game, event or sponsored activity, including all Content Sessions. All rights in and to the Footage, including all copyrights in the Footage and all other works created or based thereon, shall belong to the Federation in perpetuity, and the Federation, and its assigns, agents, and licensees (and where applicable, their sublicensees), may use the Player's Likenesses therein subject to the terms and conditions of this Agreement, the CBA, and any other written agreement between the Federation and Players Association, in any medium now known or hereafter developed, anywhere in the world, both during and after the term of this Agreement.

Player does not and will not contest during or after the term of this Agreement, and this hereby confirms their acknowledgment of, the exclusive rights of the Federation (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all media now known or hereafter developed, any WNT games or events or any excerpts thereof (including the Footage or any portion thereof) and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any WNT games or events or any excerpts thereof (including the Footage or any portion thereof), in any and all media now known or hereafter developed, including packaged or other electronic or digital media, anywhere in the world.

b. **Federation Use of Player's Likeness.** As a condition of employment, Player hereby grants to Federation in perpetuity the right and authority to use, and to authorize others to use solely as described below, their name; nickname; initials; autograph/signature (including facsimiles); image, picture, video or film portrayal, photograph, portrait or performance (whether

such image, picture, video or film portrayal, photograph, portrait or performance is still, motion, video, digital, animated, or any other medium now known or hereafter devised or developed); identifiable features, marks, attributes, and characteristics or any colorable imitation or adaptation thereof, including tattoos, body markings, signature actions / celebrations; trademark; service mark; logo; social media handle; voice; animation; actual or simulated likeness; caricature head and body scan; persona; statistics; data; biographical information; and/or other personal indicia or other means by which any Player may be recognized or identified (collectively, “Likeness”), for any and all uses or purposes that (i) are editorial in nature, and intended to provide information to the general public about the Federation or the WNT, any WNT game or the sport of soccer, including Player’s participation or association with the foregoing, or (ii) advertise, market, publicize and/or promote the Federation, official Federation events, the WNT, any WNT game, or the sport of soccer, in each case, in any and all media or formats, whether analog, digital or other, now known or hereafter developed. This grant includes the right to use Player’s Likeness for the following: games; ticket sales; game broadcasts and telecasts and the availability thereof, including the licensing of broadcasts/telecasts for media that is intended for sale or distribution to the public through a subscription or ad-supported service (e.g., a film or television show other than Long Form USSF Content pursuant to an agreement with the Players Association or Player as set forth in Section 6(b) of the Commercial Rights Agreement); real-time social media posts that pertain to a WNT game or tournament, such as posts that promote an upcoming game, identify the starting lineup, the score at the half, and the final score of the game, including where there is incidental or inconspicuous non-party governing body, broadcast rightsholders and/or match or tournament sponsorship branding (e.g., the SheBelieves Cup presented by Visa); marketing collateral and programming focused on the Federation, the WNT and/or its games or events (including where there is incidental or inconspicuous non-party governing body, broadcast rightsholders and/or match or tournament sponsorship branding); programming focused on individual WNT Players, their path to the WNT or a significant moment during their WNT career (e.g., coaches shows, highlights-based shows, and behind-the-scene programming, including such programming for use by Federation rightsholders and their affiliates, and program series such as *The Journey*, *23 Stories*, and *Studio 90*) and the availability thereof; other Federation and/or WNT-related media offerings (e.g., branded content segments featuring WNT game footage and other programming enhancements); designations for officially sanctioned annual awards programs or recognitions (e.g., Player of the [year] award or recognition which is presented by the Federation in conjunction with a partner such as the “BioSteel Player of the Year” awards), except where a Player has a pre-existing individual endorsement in the award sponsor’s product category (in such case, it is understood that the Federation may then use Player Likeness with a de-sponsor branded designation such as “US Soccer Player of the Year” if the Player so requests); designations for officially sanctioned awards programs or recognitions (e.g., Player of the [month, week, or game] award or recognition which is presented by the Federation in conjunction with a partner such as the “Budweiser Woman of the Match” regardless of whether Player has a conflicting pre-existing individual endorsement in the award sponsor’s product category; and public service or community oriented initiatives (e.g., She Believes Hero), subject to Player’s right to opt-out if they have a good-faith moral objection to the public-service or community-oriented initiative.

The foregoing includes the right and authority to use, and to authorize affiliates or business partners engaged in the foregoing aspects of Federation soccer (e.g., a broadcast partner or some other Federation rightsholder) to use, after the term of this Agreement any Footage captured during the term of this Agreement solely for the purposes described herein. Further, the Federation shall enjoy the same rights as any other person under applicable law (including the

First Amendment) to use Player Likeness in connection with informational activities such as reporting on newsworthy events or comment on matters of public interest.

Except as set forth herein, the foregoing grant does not confer, during or after the term of this Agreement, any right or authority to use the individual Player's Likeness in a manner that constitutes an Implied Individual Endorsement by Player of a non-party brand, product or service; provided, it is agreed that the use of the Player's Likeness in connection with incidental non-party branding (e.g., field signage, the display of a sponsor's logo on the Team-Issued Apparel and Equipment used organically by Player, non-party governing body and/or match or tournament sponsorship branding in promotions for games, and rightsholder branding and/or non-party advertisements displayed during a broadcast) shall not give rise to an Implied Individual Endorsement.

Nothing herein shall be construed to grant any right to use the individual Player's Likeness in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel, or NFTs), other than to the extent such products constitute programming (as described herein) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings, inclusion of WNT game highlight clips within a video game). As set forth in the next Section, Player acknowledges participation in the WNTPA Group Marketing program, pursuant to which the right to feature Player Likeness as part of a Group has been conveyed by WNTPA to the Federation for the following purposes: (i) in any Sponsorship use; (ii) in any Branded Promotional Use; (iii) on any Promotional Premium, Sponsor Partner Premiums or In-Package Premiums, and (iv) any use on Sponsorship Partner Product Packaging. If, for any reason, the right to feature Player's Likeness as part of a Group for those purposes is not conveyed to the Federation by WNTPA, as a condition of employment for the WNT, Player hereby conveys directly to the Federation the right to feature Player's Likeness as part of a Group (i) in any Sponsorship use; (ii) in any Branded Promotional Use; (iii) on any Promotional Premium, Sponsor Partner Premiums or In-Package Premiums; and (iv) any use on Sponsorship Partner Product Packaging.

**c. Players Association Use.** Player hereby grants and assigns to the WNTPA the exclusive right to use their Likeness solely in connection with a commercial setting in which the Likenesses of four or more WNT Players are used ("a Group"), including but not limited to use on or in connection with any product, brand, service, product line, product packaging or other commercial use, and any advertising, sponsorship, endorsement or promotion related to any product, brand, service, product line or other commercial use, in any form, media or medium now known or hereafter derived ("Group Marketing"). Without limiting the generality of the preceding sentence, the foregoing grant and assignment includes the right to use and/or to grant any other entity or person the right to use Player's Likeness as part of a Group (i) on merchandise that is sold at the retail level or at the wholesale level for ultimate retail sale, or in media that is intended for sale or distribution to the public through a subscription or ad-supported service (for example, a film, television show, NFT, or digital game), (ii) in materials that are intended to promote or advertise products, services or brands (for example, use of Player's Likeness on items provided as part of the purchase of another item such as cans or cups featuring Player's Likeness or on a trading card included with the purchase of a loaf of bread), and (iii) commercial endorsements or sponsorships. For clarification regarding the requirement that the use be in a commercial setting for licensing uses in which the Likenesses of a Group are used, it is acknowledged and agreed that Player's Likeness need not be used on the same item as the Likenesses of other WNT Players to fall within this assignment and so, for example, this Assignment will cover a series of scarves, jerseys or trading cards, each featuring the Likeness of

a single Player, so long as the Likenesses of at least three other WNT Players are featured on other scarves, jerseys or cards in the series. For clarification regarding the requirement that the use be in a commercial setting for sponsorship and endorsements in which the Likenesses of a Group are used, it is acknowledged and agreed that Player's Likeness will be used in relatively equal prominence as the other Likenesses in the same commercial setting unless Player agrees otherwise with the party using their Likeness.

In consideration for the rights granted hereunder, the WNTPA agrees to use the revenues it receives from its use of the rights granted under this Agreement to support the objectives as set forth in the bylaws of the WNTPA and as otherwise determined by the Player Representatives of the WNTPA. The WNTPA agrees to update the Player periodically both during WNTPA meetings for WNT Players and via email as to the list of third parties to whom the WNTPA has granted use of the Group Marketing rights (which shall include the Federation).

This assignment shall expire on the later of (i) December 31 of second full year since the Player performed any services in connection with the USSF Senior Women's National Team, or (ii) December 31 the year after this contract expires, and may not be revoked, terminated or otherwise assigned in any manner by Player until such date. The Agreement in this Paragraph runs between the Player and Players Association and is included exclusively for the administrative convenience of the Player and WNTPA, and the Federation is not a party to the terms of this sub-paragraph concerning the grant of rights to the WNTPA.

This assignment is in addition to any rights granted by Player to the WNTPA pursuant to the WNTPA Group Licensing Agreement, and does not modify that agreement in any way.

## 7. **Non-Compliance.**

a. **Failure to Compete.** If Player has agreed to compete in a match and Player then fails to participate in the match on the ground that the terms of the CBA/UPA should be changed, the parties acknowledge and agree that USSF will suffer irreparable damages which will be difficult, if not impossible, to quantify fully. As a result, Player shall receive no compensation for the match Player refused to play and the Federation shall be entitled to deduct one roster spot from Player's total for the purposes of the Commercial Revenue Share set forth in Article 16 of the CBA. Player and Players Association shall be entitled to grieve whether an alleged failure to compete violated this Section or whether Player's declination or failure to compete was reasonable in the circumstances.

b. **Failure to Provide Spokesperson Duties.** The Federation shall provide written notice to the Player and Players Association of each occasion in which the Federation contends a Player failed to comply with any of their Spokesperson Duties as set forth herein and shall provide the Player the opportunity to cure their failure to comply. If, after such notice and opportunity to cure, Player fails to comply with their Spokesperson Duties, such failure shall constitute one Occasion (with each failure to comply being an "Occasion"). The Federation shall provide written notice to Player and the Players Association of each Occasion and shall provide the Player the opportunity to cure their failure to comply on each Occasion. If Player has more than three (3) Occasions during a calendar year, then, after written notice and an opportunity to cure, the Federation shall be entitled to deduct one roster spot from Player's total for the purposes of dividing the Commercial Revenue Share set forth in Article 16 of the CBA, for each such Occasion beyond the first three. Player and Players Association shall be entitled to grieve

whether an alleged failure to comply constitutes an Occasion or whether Player's declination or failure was reasonable in the circumstances.

8. **Term and Termination.** The term of this Agreement shall be January 1\_\_\_\_, through December 31, \_\_\_\_\_. The following terms and conditions that by their nature are ongoing shall survive the expiration or termination of this Agreement, including (i) the provisions of Section 6.a and 6.b, concerning Federation Use of Player's Likeness, which shall survive with respect to any content that is created or any Footage captured during the term of this Agreement, (ii) the provisions of Section 4.b.2, concerning Uniforms and Team-Issued Apparel and Equipment, which shall survive with respect to the Federation's ownership of all Team-Issued Apparel and Equipment and Player's obligation to return same, (iii) the provisions of Section 4.c, concerning Footage, which shall survive with respect to the Federation's ownership of all Footage, (iv) the provisions of Section 5.c, concerning Endorsements, Marketing, and Promotions as a WNT Player, which shall survive in its entirety, (v) the provisions of Section 6.c, concerning Players Association's Use, which shall survive in its entirety, and (vi) the provisions of Section 5.b of this UPA, concerning "Warning, Waiver and Release," shall remain in effect with respect to injuries suffered while Player was employed by USSF and shall survive with respect to those past injuries after any termination of employment, termination of this UPA with respect to Player, or termination of this CBA.
9. **Disputes.** Any dispute involving the interpretation or application of, or compliance with, any provision of this Agreement, arising after the date that the CBA is ratified, shall be resolved exclusively in accordance with the procedure set forth in Article 25 of the CBA.
10. **Rules of Construction.** Any charts included in this Agreement that summarize the terms of the CBA have been provided for convenience only and such charts are non-exhaustive or binding. In the event of conflict between this Agreement and the CBA, the terms of the CBA shall govern.

EXHIBIT A – PLAYER ENGAGEMENTS

- 1. At the time of signing, Player’s personal marketing representative/agent is \_\_\_\_\_, who can be reached at the following phone number \_\_\_\_\_, and at the following email address \_\_\_\_\_.
- 2. At the time of signing, Player’s club team is \_\_\_\_\_, and its general manager can be reached at the following phone number \_\_\_\_\_, and at the following email address \_\_\_\_\_.
- 3. At the time of signing, Player is party to the following individual endorsement agreements (continue on reverse if needed):

Brand	Product Category

Player / Player’s marketing representative may update this Exhibit at any time by providing a copy to the WNT General Manager and WNTPA Executive Director (or Acting Executive Director), who will share the update with the Federation.

## **Exhibit 2**





## **U.S. Senior Women's National Team Event Venue Selection Policy**

### **Intent:**

It is the goal of U.S. Soccer to play matches around the nation in a variety of venues in a manner designed to create a "home" atmosphere and advantage while maximizing attendance and revenue. U.S. Soccer seeks to provide equal quality venues and field playing surfaces to the two U.S. Senior National Teams (USWNT and USMNT), while maintaining flexibility on locations and the availability of particular venues.

### **Policy:**

- A. For USWNT matches that U.S. Soccer controls, subject to the exceptions in Section C below, U.S. Soccer shall schedule such matches at a venue satisfying one of the following:
- i. An approved venue listed in Table 1 to this Policy ("Approved Venues");
  - ii. A venue that is a candidate to host the 2026 Men's World Cup listed in Table 2 to this Policy ("World Cup Venues");
  - iii. A soccer-specific stadium for use by either an MLS or NWSL team that has a natural grass surface and seating capacity in excess of 15,000; or
  - iv. Any venue agreed to by U.S. Soccer and the exclusive collective bargaining representative for the USWNT.
- B. With respect to World Cup Venues, the following conditions also apply:
- i. Up to two matches total over the course of the four-year policy may be played by the USWNT at a World Cup Venue, provided that:
    - i. The USWNT may not play more matches (excluding Victory Tour matches) at World Cup Venues than the USMNT over the course of this policy;
    - ii. The two matches may not be scheduled during the three months preceding World Cup qualifiers, the World Cup, Olympic qualifiers, or the Olympics; and
    - iii. Victory Tour matches will not count against the two-match limit.
  - ii. If any World Cup Venue is not selected as a host venue for the 2026 Men's World Cup, it will be deemed removed from Table 2 and will no longer be available for U.S. Soccer-controlled matches, except as permitted by subsection B.iii below; and
  - iii. If any World Cup Venue converts its playing surface to natural grass, it will be deemed added to Table 1 as an Approved Venue.
  - iv. A temporary natural grass surface shall be used, unless the Senior National Team's exclusive bargaining representative agrees to use turf.
- C. U.S. Soccer may schedule matches for the USWNT at venues other than those identified in Sections A and B, above, as reasonably necessary to account for the public health crisis imposed by COVID-19, such as venues that can provide a quarantine "bubble," are optimal for matches intended primarily for a television audience, or which provide the ability to sell a greater number of tickets in a safe manner, provided any such venue must have a natural grass playing surface, or the exclusive collective bargaining representative for the USWNT must agree to the use of the venue. This Section

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C shall apply until December 31, 2021. U.S. Soccer and the exclusive bargaining representative for the USWNT may mutually agree to extend the time period during which this Section C applies.

- D. No USWNT game will be played on artificial turf or temporary natural grass pursuant to this Policy unless inspected by U.S. Soccer staff and U.S. Soccer staff determines that the playing surface is in safe condition and is conducive to soccer on game day. Upon request, U.S. Soccer shall provide the USWNT exclusive collective bargaining representative with photographs of the playing surface and a report on its condition.

USWNT players may enforce the obligations of this Policy according to the grievance and arbitration procedure set forth in their CBA.

This Policy will be in effect for four years. U.S. Soccer may amend the Policy upon the consent of the exclusive collective bargaining representative for the USWNT and pursuant to the terms of any contractual obligations.

**Reporting:**

U.S. Soccer shall meet with the exclusive collective bargaining representative for the USWNT quarterly to discuss: (1) a four-year projected schedule for both the USMNT and the USWNT, (2) a projection of all camps, camp dates, and estimated number of matches per camp for the USMNT and the USWNT, (3) whether the camp is likely to be in the United States or abroad, (4) for camps and/or matches that are likely to be in the United States, guiding principles around the potential venue/location, (5) target venues for anticipated matches in the following year, and (6) identification of venues/locations once the Federation has finalized arrangements for camps and/or matches. The exclusive collective bargaining representative for the USWNT will be provided with the most up-to-date information and thinking on USWNT camps and/or matches but will work with U.S. Soccer and take reasonable measures to maintain the confidentiality of the information until it is deemed final. U.S. Soccer's scheduling process for camps and matches is the result of many factors including but not limited to FIFA playing windows, the availability and pricing of stadia, time of year, weather etc.

If the quarterly meeting process outlined above does not meet the needs of the USWNT, the parties will work in good faith to create a process that will provide them with the information requested.

U.S. Soccer will also provide the exclusive collective bargaining representative for the USWNT the information set forth in the Appendix within ten business days of the conclusion of each senior national team trip. U.S. Soccer may either complete the form in its entirety or provide the information in an alternative fashion (e.g., by providing press releases containing some or all of the required information), so long as all required information is provided by the reporting deadline.

Upon request from the USWNT exclusive collective bargaining representative made within 30 days of receipt of the Appendix, U.S. Soccer will provide a written explanation as to why matches not controlled by U.S. Soccer were played on artificial turf and not grass, if any, to the extent U.S. Soccer has information sufficient to provide an explanation.

## **Exhibit 3**



## Charter Flight Policy

### **Intent:**

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U.S. Soccer will provide an equal number of charter flights to the two U.S. Senior National Teams (USWNT and USMNT).

### **Policy:**

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#### **I. Individuals:**

Charter flights for individuals are not approved within U.S. Soccer's travel policy and are to be considered only under exceptional circumstances, such as when security risks or the absence of commercial flights make commercial travel infeasible. However, charters may be used after a match to send a critical mass of overseas-based players immediately from the match location to a European hub (London, Frankfurt, etc.) if (i) doing so would avoid the need for the players to wait an extra day for the next available overnight flight to Europe and (ii) the players' respective clubs pay for their player's seat on a pro-rata basis.

Individuals may fly on charter flights provided by third parties solely to the extent consistent with the Policy Concerning Business Ethics and The Prevention of Conflicts of Interest and provided advance approval is obtained from the Chief Executive Officer.

#### **II. Team Travel:**

U.S. Soccer will provide an equal number of charter flights to both Senior National Teams for team travel over the course of the period when this policy is in effect, regardless of whether those flights are used to travel to or during Official Competitions, tournaments, friendlies, camps, or other events. The minimum number of charter flights provided to each senior national team shall equal the number of Official Competitions (as defined by FIFA statute) occurring in the United States or within Concacaf that the team with more such competitions has over the course of the policy, except that the minimum number of charter flights shall not include Official Competitions where Concacaf provides the transportation. In determining the number of charter flights flown when this policy is in effect, U.S. Soccer will count the charter flights flown by the Senior National Teams in calendar year 2020. For purposes of this policy, the number of charter flights is defined as the individual number of charter flights flown, not the number of matches, tournaments, or other events to which the team travels.

Charter flights for youth or extended national teams are not approved within U.S. Soccer's travel policy and are to be considered only under exceptional circumstances, such as when security risks or the absence of commercial flights make commercial travel imprudent or infeasible.

## **Procedure:**

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### **I. Individuals:**

Charter air travel for individuals requires the prior approval of the Sporting Director, Senior National Team General Manager, Chief Financial Officer, and the Chief Executive Officer. If a charter flight is approved, the Chief Financial Officer will track the additional amount of funds spent on a charter versus a business class commercial flight and report the difference to the Board of Directors or its designated committee on a quarterly basis. When charters are used to send a critical mass of overseas-based players immediately from the match location to a European hub, U.S. Soccer will obtain prior approval from each player's club and invoice the club for the player's pro-rata share of the cost.

### **II. Team Travel:**

Charters for Team travel do not require pre-approval.

USWNT players may enforce the obligations of this policy according to the grievance and arbitration procedure set forth in their CBA.

This Policy will be in effect for four years. U.S. Soccer may amend the Policy upon the consent of the exclusive collective bargaining representative for each Senior National Team and pursuant to the terms of any contractual obligations.

## **Reporting:**

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U.S. Soccer will provide the exclusive collective bargaining representative for the USWNT the information set forth in the Appendix within ten business days of the conclusion of each senior national team trip. U.S. Soccer may either complete the form in its entirety or provide the information in an alternative fashion (e.g., by providing press releases containing some or all of the required information), so long as all required information is provided by the reporting deadline.

## **Exhibit 4**



# EVENT VENUE SELECTION

## GUIDING PRINCIPLES & DRIVING FACTORS

### MARKET CONSIDERATIONS

- Level of support for team
- Market demographics
- Promotional support from host city
- Competing events in marketplace
- Length of time between venue visits
- Past success in venue
- Traffic/transportation issues
- Hotel & training site options

### FACILITY CONSIDERATIONS

- Venue condition
- Venue availability
- Playing surface (type, condition, size)
- Seating capacity
- Capacity to serve 4 teams simultaneously (double headers/tournaments)
- Competition infrastructure
- Training facilities
- Media infrastructure

### TRAVEL REQUIRED

- Travel required for players coming into camp
- Travel required from first city to second city

### BROADCAST CONSTRAINTS

- Start time
- Production infrastructure

### FINANCIAL CONSIDERATIONS

- Projected ticket demand
- Projected expense to use venue
- Financial support from host city

### HEALTH & SAFETY

- **Playing surface (venue and training facilities)**
- **Expected climate during camp**
- **Security profile of market & possible mitigation**
- **Possible travel restrictions**

## **Exhibit 5**



## **Hotel Accommodations Policy**

### **Intent:**

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U.S. Soccer seeks to provide equal resources to the two U.S. Senior National Teams (USWNT and USMNT) with respect to hotel accommodations for all U.S. Senior National Team matches and camps, when the accommodations are wholly organized and paid for by U.S. Soccer, while providing needed flexibility to account for the locations of the camps and matches and the specific needs of each team.

### **Policy:**

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On a per-night, per-room basis, U.S. Soccer will maintain comparable budgets for the USWNT and USMNT for each fiscal year for hotel accommodations for matches and camps where U.S. Soccer wholly organizes and pays for accommodations, with reasonable adjustments as needed to account for differences in the number of nights that each team is expected to stay in a hotel, the locations of those hotels and other similar factors.

U.S. Soccer will make reasonable efforts to select hotel accommodations for the USWNT for domestic matches and camps for which U.S. Soccer wholly organizes and pays for accommodations from a list of preferred hotels to be prepared every four years by U.S. Soccer and the exclusive collective bargaining representative for the USWNT. The list shall be revisited at least annually to account for changes in available facilities and/or changes in the needs of the teams unless otherwise requested by U.S. Soccer or the exclusive collective bargaining representative. If no preferred hotel is available in a given location, or if no preferred hotel is able to meet the needs of the USWNT (e.g., lacks sufficient available meeting room space) or the preferences of the Head Coach, or able to provide a reasonably safe environment due to public health concerns, U.S. Soccer will seek to secure comparable accommodations and shall provide an explanation to the exclusive collective bargaining representative. U.S. Soccer may also elect to use non-hotel accommodations (e.g., furnished apartments) when doing so is in the best interests of the USWNT.

If the USMNT and U.S. Soccer agree to a list of preferred hotels for the USMNT, U.S. Soccer will make that list available to the exclusive collective bargaining representative for the USWNT. The exclusive collective bargaining representative shall have the right to add any hotel used on the USMNT's list to the USWNT's preferred list or may replace any hotel on the USWNT's preferred list of hotels with a hotel on the USMNT's list.

Until a list for the USMNT is available, or if one is not established, using the information provided pursuant to the reporting obligation below, the exclusive collective bargaining representative for the USWNT shall have the right to immediately add any hotel used by the USMNT that was wholly organized and paid for by U.S. Soccer to the preferred list or may immediately replace any hotel on the preferred list of hotels with a hotel used by the USMNT that was wholly organized and paid for by U.S. Soccer.

For international games for which U.S. Soccer wholly organizes and pays for accommodations, U.S. Soccer shall use commercially reasonable efforts to provide hotel accommodations at the same or better level as the level of accommodations in hotels used for domestic games and camps.

If, during a fiscal year, the USWNT and the USMNT are scheduled to play matches in the same city, but not necessarily at the same time, U.S. Soccer shall strive to use the same hotel accommodations for the second team to play in the location as it used for the first team, provided that the hotel reasonably

satisfies the needs and preferences of the second team and its Head Coach, and that U.S. Soccer is able to secure comparable or better rates for the second team.

At any time, U.S. Soccer retains the right to enter into a partnership agreement with a hotel chain or similar sponsorship category, which could impact the selection and contracting of accommodations. In such case, although U.S. Soccer will still endeavor to comply with the tenets of this Policy, it may make exceptions where reasonably necessary to satisfy its obligations to the sponsorship partner.

This Policy will be in effect for four years. U.S. Soccer may amend the Policy upon the consent of the exclusive collective bargaining representative for each Senior National Team and pursuant to the terms of any contractual obligations.

USWNT players may enforce the obligations of this policy according to the grievance and arbitration procedure set forth in their CBA.<sup>1</sup>

**Reporting:**

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U.S. Soccer will provide the exclusive collective bargaining representative for the USWNT the information set forth in the Appendix within ten business days of the conclusion of each senior national team trip. U.S. Soccer may either complete the form in its entirety or provide the information in an alternative fashion (e.g., by providing press releases containing some or all of the required information), so long as all required information is provided by the reporting deadline.

If U.S. Soccer's average budget for the fiscal year following the Reporting Fiscal Year for USMNT player hotel accommodations per night, per room is more than five percent higher than the average budget for the USWNT players per night, per-room, U.S. Soccer will provide a written explanation for the difference within 90 days of the start of the affected fiscal year.

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<sup>1</sup> Nothing in this Policy is intended to alter the Federation's obligations under Article 14(B) of the USWNTPA CBA.

## **Exhibit 6**



## SENIOR NATIONAL TEAM CAMP REPORT

Camp dates:	FIFA WINDOW? Yes <input type="checkbox"/> No <input type="checkbox"/> Partially <input type="checkbox"/>
-------------	--

Training camp dates:	
Location (City, State [if US], Country):	Training Venue:
Hotel Name: USSF wholly organized and paid for? Yes <input type="checkbox"/> No <input type="checkbox"/>	Means of travel to venue / location: Team Charter <input type="checkbox"/> Team Commercial Flight <input type="checkbox"/> Non-air travel <input type="checkbox"/> Individual travel <input type="checkbox"/>

Dates in Match #1 location:	Opponent:
Location (City, State [if US], Country):	Type (WC, friendly, etc.): USSF controlled? Yes <input type="checkbox"/> No <input type="checkbox"/>
Venue:	Natural grass <input type="checkbox"/> Grass Overlay <input type="checkbox"/> Turf <input type="checkbox"/>
Hotel Name: USSF wholly organized and paid for? Yes <input type="checkbox"/> No <input type="checkbox"/>	Means of travel to location/ venue: Team Charter <input type="checkbox"/> Team Commercial Flight <input type="checkbox"/> Non-air travel <input type="checkbox"/> Individual travel <input type="checkbox"/>

Dates in Match #2 location:	Opponent:
Location (City, State [if US], Country):	Type (WC, friendly, etc.): USSF controlled? Yes <input type="checkbox"/> No <input type="checkbox"/>
Venue:	Natural grass <input type="checkbox"/> Grass Overlay <input type="checkbox"/> Turf <input type="checkbox"/>
Hotel Name: USSF wholly organized and paid for? Yes <input type="checkbox"/> No <input type="checkbox"/>	Means of travel to location / venue: Team Charter <input type="checkbox"/> Team Commercial Flight <input type="checkbox"/> Non-air travel <input type="checkbox"/> Individual travel <input type="checkbox"/>

Dates in Match #3 location:	Opponent:
Location (City, State [if US], Country):	Type (WC, friendly, etc.): USSF controlled? Yes <input type="checkbox"/> No <input type="checkbox"/>
Venue:	Natural grass <input type="checkbox"/> Grass Overlay <input type="checkbox"/> Turf <input type="checkbox"/>
Hotel Name: USSF wholly organized and paid for? Yes <input type="checkbox"/> No <input type="checkbox"/>	Means of travel to location / venue: Team Charter <input type="checkbox"/> Team Commercial Flight <input type="checkbox"/> Non-air travel <input type="checkbox"/> Individual travel <input type="checkbox"/>

(add additional boxes if there are additional matches)

Total No. of Charter Flights:	
MNT	WNT
YTD: _____	YTD: _____
Current 4 year period (1.1.21-12.31.24): _____	Current 4 year period (1.1.21-12.31.24): _____

**ROSTER**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
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- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.

**USSF DELEGATION LIST**

	<b>NAME</b>	<b>TITLE/POSITION</b>	<b>EMPLOYMENT STATUS *</b>	<b>DATES IN CAMP</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
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21.				
22.				
23.				
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25.				
26.				
27.				
28.				
29.				
30.				

\* Employment status = 1. Full-time; 2. Part-time; 3. Service-Fee.

If any hotel at which the USWNT stayed is not on the USWNT list of preferred hotels, provide an explanation for why the hotel was used:

## **Exhibit 7**



WNT BENEFIT PLAYERS – PARENTAL BENEFIT REQUEST FORM

Player to complete this form and return it to the WNT Administrator and General Manager, in person or by email at [RDell@ussoccer.org](mailto:RDell@ussoccer.org) and [KMarkgraf@ussoccer.org](mailto:KMarkgraf@ussoccer.org). Use this form to request parental benefits or to request to be moved from the injury protection benefit to the parental benefit.

I, \_\_\_\_\_, request either of the following benefits:  
(Print Name)

☐ PREGNANCY BENEFIT

I understand that I am required to submit documentation from my healthcare provider reflecting my inability to perform playing obligations due to pregnancy.

☐ BABY BONDING BENEFIT

I understand that I am required to complete the Return to Work portion of this form (see below) when I am (1) medically cleared to return to play; and/or (2) ready to return to WNT duties.

I request that payment begin:

☐ Immediately

☐ On \_\_\_\_\_  
(Date)

WNT Benefit Player Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[to be completed prior to Player’s return]

I, \_\_\_\_\_, am:

☐ MEDICALLY CLEARED TO RETURN TO THE USWNT on \_\_\_\_\_  
(date)

I understand that I am required to submit documentation from my healthcare provider.

☐ AVAILABLE TO RETURN TO PLAY WITH THE USWNT on \_\_\_\_\_  
(date)

WNT Benefit Player Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

For Federation Use Only

☐ Approved  
☐ Denied \_\_\_\_\_  
(Describe Reasons)

FILE NOTES:

Federation Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Exhibit 8**



## WNT BENEFIT PLAYERS – INJURY BENEFIT REQUEST FORM

Player to complete this form to receive injury benefits. Please complete and return it to the WNT Administrator and General Manager, in person or by email at [RDell@ussoccer.org](mailto:RDell@ussoccer.org) and [KMarkgraf@ussoccer.org](mailto:KMarkgraf@ussoccer.org).

I, \_\_\_\_\_, request the following benefit:  
(Print Name)

☐ INJURY BENEFIT

I understand that I am required to submit documentation from my healthcare provider to support my request. I further understand that in order to be eligible for injury benefits, I must meet the following eligibility requirements:

- ✓ I am a benefit player;
- ✓ I have a documented soccer related injury or documented soccer-related mental-health impairment; and
- ✓ As a result of my injury, I am medically unable to comply fully with my playing obligations to the WNT.

My documented soccer related injury or documented soccer-related mental-health impairment occurred on: \_\_\_\_\_.  
(DATE)

WNT Benefit Player Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[to be completed prior to Player's return]

I, \_\_\_\_\_, have been cleared to return to play on \_\_\_\_\_.  
(Print Name) (Date)

and no longer need the injury benefit after that date. I understand that I am required to submit documentation from my healthcare provider.

WNT Benefit Player Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

### For Federation Use Only

☐ Approved

☐ Denied \_\_\_\_\_  
(Describe Reasons)

FILE NOTES:

Federation Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit 9**

## Physical Wellness

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Overall Energy Level

Sleep Quality

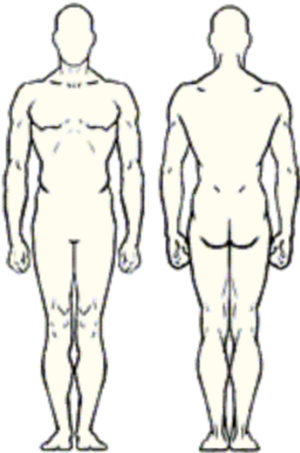
Sleep Hours (Last Night)

Nap Duration Mins (Yesterday)

Overall Muscle Soreness

Specific Joint Discomfort

Please log any specific areas on the body where your muscles are sore/tight/painful/stiff



**Mental Well-Being**

---

Current Stress Level

Current Mood State

**Hydration**

---

Urine color from your last void (pee)

Hydration Measure (USG/Osmolality)

Bodyweight

**Menstrual Cycle**

---

Are you on your period?

**Additional Information**

---

Is there anything else related to your physical wellness or mental well-being you would like to share?

## **Exhibit 10**

# Medical Weekly Monitoring For \_\_\_\_\_

(Player)

## **Questionnaire Selection**

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Have you experienced any of the following in the past 7 days?

**Injury Concern**

## **(If, yes) Injury Concern**

---

Date of onset of Injury Concern

Have you had any difficulties participating in training and competition due to the Injury concern during the past 7 days?

Primary Injury Diagnosis

Secondary Injury concern area to report?

To what extent have you modified your training or competition due to Injury Concern during the past 7 days?

To what extent have the Injury Concern affected your performance during the past 7 days?

To what extent have you experienced symptoms/health complaints during the past 7 days?

## **(All) Review**

---

Please confirm you have filled out the questionnaire to the best of your knowledge

Reviewed Clinician summary (only for medical staff)

## **Exhibit 11**





### **Senior National Team Background Screening Process**

To: Women's National Team Players Association  
 From: United States Soccer Federation, Inc.  
 Date Agreed: April 3, 2020

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The following summarizes the Background Screening Process applicable to players selected to a senior Women's National Soccer Team roster for international competition. U.S. Soccer and the Women's National Team Players' Association ("WNTPA") acknowledge that this Process implements the USOPC Policy entitled Responsible Sport Organization Background Check Policy dated as of December 13, 2019, which is hereby incorporated by reference. All relevant policy documents, as well as additional materials such as "Frequently Asked Questions" are available at: <https://ussoccer.box.com/s/lide36k4f78utpxni8ohs241mx31pcxf>

#### **I. Background Screening Provider**

- A. Upon entering their first camp and thereafter once every two years (typically prior to January camp) unless such shorter time period is required by applicable USOPC Policy, players will complete a background screen with the Background Screening Provider selected by U.S. Soccer meeting the USOPC Policy. As of January 2020, the only background screening provider approved by the USOPC and offered by U.S. Soccer is through the National Center for Safety Initiatives (NCSIsafe.com). This provider is FCRA- and state-law compliant and U.S. Soccer covers the cost of this screening. Prior to changing its background screening provider, USSF will provide notice and an opportunity for the WNTPA to provide input into the new background screening provider, provided all subsequent background screening providers (if any) must be USOPC-approved.
- B. The failure by any player to promptly complete the required background screening questionnaire may jeopardize player's right to participate. U.S. Soccer reserves the right to terminate the contract of, or refuse camp participation to, any player refusing to submit to background screening required by USOPC Policy. Prior to terminating a player's contract or refusing camp participation to a player, USSF shall provide the player and Players' Association with reasonable notice and a reasonable period in which to cure the player's failure or refusal to submit to background screening. Requests for extensions of time in which to submit to the background screening procedure shall be submitted to the Women's National Team General Manager and shall not be unreasonably denied. A decision by U.S. Soccer to terminate a player's contract or to refuse camp participation may be grieved under the parties' CBA.
- C. Players will receive an email from the Team Administrator with a link to the NCSI program and the U.S. Soccer Self-Registration Code (the athlete-specific code is **29142392**). The email from the Team Administrator will designate one USSF staff member to assist players with compliance, technical, or other issues or concerns in completing the screening questionnaire.
- D. Players are responsible for completing the screening questionnaire.



- E. Until further notice, the background screening for athletes will be administered only by a member of the U.S. Soccer legal department who is bound by confidentiality. (Please note U.S. Soccer receives results but not any information submitted by players such as social security numbers.)

## II. Communication of Results and Preliminary Review

- A. Should a player receive a “Green Light” finding, the U.S. Soccer Legal Department will make a record of the result and will not provide any notice to the Players’ Association, as a “Green Light” finding indicates a player’s information needed to complete the background check was received, no reportable criteria-related convictions or pending dispositions were found during the screening process, and the Player’s right to participate is not impacted.
- B. Should a player receive a “Red Light” finding, the following will apply:
1. The Legal Department will promptly provide notice to counsel for the Players’ Association via electronic mail. The notice will provide a copy in substantially the same form as **Exhibit A**.
  2. The Player will receive notice from the Background Screening Provider and will have the right, separate from the appeal process described below, to dispute what they consider to be erroneous findings of the criminal background check directly with the Background Screening Provider. The Player may dispute such results directly with the Background Screening Provider pursuant to its process. In its initial review, U.S. Soccer will rely on the findings of the Background Screening Provider as to the accuracy of the records. Players may provide additional evidence casting doubt on the accuracy of those records at subsequent stages of appeal.
  3. Unless otherwise notified by the applicable U.S. Soccer program (e.g., the Olympics) that a shorter period is required, the Players Association and the Legal Department will have five (5) days to review the results on a Preliminary Review basis and discuss whether to “clear” the background screening result short of a Review Panel and permit the player’s participation, either with or without any risk management measures (e.g., restricting access to Olympic/Athletes’ Village while allowing participation in Olympic athletic events). The final decision of whether to “clear” the result remains with U.S. Soccer, which reserves the right to require reasonable risk management measures before clearing a result.

Notice of a clearance with risk management measure(s) shall be provided to the Players’ Association and the affected player. Facts related to the clearance other than the risk management measure shall not be shared with the Players’ Association; the player may share (or authorize the disclosure to the PA) whatever facts she chooses with the Players’ Association. The Players’ Association and player reserve the right to object to any USSF-proposed risk-management measure, and, if necessary, to appeal the imposition of such a risk-management measure pursuant to the procedures of Sections III – V, below. While those appeals are pending, the player will be permitted to compete only with the risk management measure in place.

The parties acknowledge that a decision to “clear” the result may require U.S. Soccer to provide notice to the USOPC as noted in Section II.C., below; otherwise, to the extent permitted by



applicable law, the decision to “clear” a result and all related facts shall be kept strictly confidential to the player, the Players’ Association, and the USSF Legal Department.

4. Provided the result is not “cleared” by U.S. Soccer, the Player has the right to request a hearing before a U.S. Soccer Screening Process Review Panel as provided in Section III, below.
- C. USOPC requires U.S. Soccer to notify the USOPC via email at [Background.Checks@USOC.org](mailto:Background.Checks@USOC.org) of any decision reached by U.S. Soccer which has the effect of allowing a Player to reside, train or compete at an Olympic Training Center or participate in an Olympic, Paralympic, Pan American, Parapan American, Youth Olympic Games, or other international sporting events as designated by the USOPC (collectively the “**USOPC Delegation Events**”), if the individual’s background check screen was flagged for any disposition or resolution of a criminal proceeding, other than an adjudication of not guilty for any of the below crimes:
1. Any felony involving:
    - a) Violence against a person within the previous ten (10) years;
    - b) Violent crimes involving weapons (including armed robbery and aggravated assault with a weapon) within the previous ten (10) years; and
    - c) Animal abuse, cruelty or neglect.
  2. As well as any felony or misdemeanor involving: sexual crimes and criminal offenses of a sexual nature to include, but not limited to: rape, child molestation, sexual battery, lewd conduct, possession or distribution of child pornography, possession and distribution of obscene material, and any sex offender registrant (excluding prostitution, indecent exposure, and public indecency);
  3. Drug offenses including: drug distribution, intent to distribute, manufacturing, trafficking, or sale within the previous 7 years (excluding crimes for drug use or possession); and
  4. Harm to a minor or vulnerable person, including, but not limited to:
    - a) offenses such as child abandonment, child endangerment/neglect/abuse,
    - b) contributing to the delinquency of a minor, providing alcohol to a minor,
    - c) and DUI with a minor.

Except as required to comply with applicable USOPC Policy, USSF will not notify USOPC of any Red-Light notification.

- D. In addition to USOPC, the SafeSport Code (available at: <https://uscenterforsafesport.org/response-and-resolution/safesport-code/>) may require U.S. Soccer to provide notice to the U.S. Center for SafeSport of any background check result that implicates a violation of the SafeSport Code, *regardless of whether*



U.S. Soccer clears the result. In such an instance, the terms of the SafeSport Code will govern the rights of the Player to participate, as provided under applicable Federal Law.

#### **E. Specific Findings Relevant to Driving Privileges**

1. The Players Association and U.S. Soccer agree that for purposes of being authorized to use any U.S. Soccer- loaned, rented, leased or owned vehicle (the foregoing a “**U.S. Soccer Vehicle**”) a “Red Light” finding that contains any of the following information will justify immediate removal of authorization to operate any U.S. Soccer Vehicle or otherwise transport athletes or other individuals on behalf of U.S. Soccer:
  - a) No valid drivers’ license in any U.S. State or Territory (expired , suspended, revoked or lack thereof);
  - b) More than two moving violations/accidents in the prior two years in which the player was found to be at fault;
  - c) A conviction for a major moving violation within the prior two years, including, but not limited to: DUI/DWI, possession of an open container, any drug-related motor vehicle incident, leaving the scene of an accident, assault (in any form) by use of a motor vehicle, or reckless driving (willful or wanton disregard for safety of persons or property in any form).
  - d) Pending traffic offenses that would prevent the Player driving in the relevant location; or
  - e) An individual being under 21 years of age.
2. For each of the foregoing, the removal of driving privileges shall last so long as the condition continues (as determined by documentation submitted by the Player or a new background screening, as applicable).

#### **III. Appeal Requests**

- A. Unless otherwise notified by the applicable U.S. Soccer program (e.g., the Olympics) that a shorter period is required, the Player shall have five (5) business days from the date that the Covered Individual and the Players’ Association have been notified via email of the Preliminary Review finding to request a hearing. The request for a hearing shall be in writing to [legal@ussoccer.org](mailto:legal@ussoccer.org) and shall include written evidence that the individual wishes the Review Panel to consider and a list of witnesses that the individual may call at the hearing. By requesting the hearing, the individual grants permission for his or her complete background check findings, training history, and other file information to be provided to the Review Panel and a designated individual within the legal department for U.S. Soccer.

#### **IV. Review Panel Selection and Procedures**

- A. The Review Panel will consist of a three-person panel selected as follows:



1. One disinterested individual will be selected by U.S. Soccer's CEO/Secretary General, or in his/her absence, the Chief Administrative Officer, solely from the standing U.S. Soccer Appeals Committee panel list (available at: [www.ussoccer.com/governance/committees/appeals-committee](http://www.ussoccer.com/governance/committees/appeals-committee)). U.S. Soccer may, but is not required to, select an Athlete from the Appeals Committee as its selected designee.
  2. One Athlete will be selected by the Players Association. In order for an "Athlete" to be eligible for selection by the Players Association, the Athlete must meet the definition of an "Athlete" under the Ted Stevens Olympic and Amateur Sports Act and applicable USOPC bylaw, as amended from time-to-time. The Players Association is responsible for ensuring its selected panel member is an Athlete. If the Athlete selected by the Players' Association is a current allocated or contracted member of the Women's National Team, the Players' Association is responsible for obtaining the appealing player's signature on the form attached as **Exhibit C** hereto.
  3. One disinterested individual shall be selected at random from among the Athlete members of the standing U.S. Soccer Appeals Committee. This random selection shall be subject to that individual's availability to serve and shall be made by assigning a random number to each disinterested Athlete member of the Appeals Committee and then applying a random number generator to make the selection. For purposes of this section, the parties agree that neither a current U.S. Soccer employee nor a current Women's National Team player shall be considered a disinterested Athlete member. If the randomly selected individual cannot serve, a new random selection from the same pool of individuals shall be made.
  4. The Players' Association may waive its right to select a member of the panel by providing notice to U.S. Soccer in writing (or email). Notice from counsel for the Players Association will be deemed notice from the Players' Association.
- B. In addition to any evidence or argument provided by the individual, the Review Panel may consider any recommendation of the U.S. Soccer legal department. Such recommendation must be provided to the Review Panel within five (5) business days from that date of the individual's completed request with all supporting documents for hearing, include all written evidence that the legal department wishes the Review Panel to consider and a list of witnesses that the legal department may call at the hearing. The player shall be given a copy of any recommendation by the U.S. Soccer Legal Department as well as any supporting documents and/or witness list provided by it to the Review Panel, and the player may provide (or authorize the disclosure to the Players' Association) that information to the Players' Association.
- C. Unless otherwise agreed to by the requesting individual, the hearing shall be scheduled within 15 business days of receipt of the completed request for a hearing and may be conducted by telephone conference. The player will be asked to attend and may, but is not required to, be represented by counsel. In addition, counsel for the Players' Association will be provided notice of the hearing and the ability to attend and to make arguments and submit evidence on the player's behalf, and a member of the Legal Department will attend in order to present the recommendation and respond to any submissions or argument made by the player (or counsel for the Players' Association on the players' behalf).



- D. The Background Check Review Panel may take all relevant information into consideration to determine the eligibility status of individuals with Red Light findings. The Panel shall have the authority to determine if the individual should be permitted to participate in the applicable U.S. Soccer program, despite the individual's receipt of a "Red Light" finding or an adverse action letter, as well as to order reasonable risk management procedures. The decision of the Review Panel shall be final and binding on all parties regarding the application, subject to the player's right to appeal as provided below.

## **V. Final Right of Appeal**

- A. Because this process impacts the player's right to participate under applicable USOPC Policy (and therefore could impact the player's ability to be employed by U.S. Soccer), in addition to the player's right to dispute Background results as noted in Section II.B.2, above, the preliminary review pursuant to Section II.B.3, and the Background Screening Review Panel, the Player will be entitled to appeal any finding of the Screening Process Review Panel to the extent such finding limits their ability to participate as provided in Section V.B.
- B. The parties have agreed that the final appeal of any decision by the Background Check Review Panel shall proceed pursuant to Article 23 of the Collective Bargaining Agreement between the Players' Association and U.S. Soccer, or such other successor Collective Bargaining Agreement, except that review will proceed immediately to Step 3, arbitration, before the parties' Impartial Arbitrator. Because this process provides the player for a longer time to appeal than under applicable U.S. Soccer appeal procedures, (see, e.g., <https://www.ussoccer.com/governance/legal/grievances-and-appeals/how-to-file-an-appeal>), beginning 14 days after the issuance of the Review Panel decision, U.S. Soccer will have the right to disqualify the player from participation (and compensation), pending the completion of the appeal process, consistent with USOPC Policy.

## **Exhibit 12**

December 10, 2021

### MEMORANDUM OF UNDERSTANDING

WHEREAS, the United States Soccer Federation ("the Federation") and the United States Women's National Team Players' Association (the "Player's Association") are parties to a collective-bargaining agreement (the "CBA") setting forth the terms and conditions of employment for Women's National Team ("WNT") Players performing services for the Federation; and

WHEREAS, the parties' CBA expires at midnight on December 31, 2021; and

WHEREAS, the current CBA, in Article 9, sets the terms on which a subset of a minimum of 22 WNT Players shall be allocated to the National Women's Soccer League ("NWSL") each NWSL season during the term of the CBA; and

WHEREAS, the CBA, in Article 13, sets minimum professional standards for NWSL clubs to maintain; and

WHEREAS, at the time the parties entered into the CBA, the Federation was serving as League Manager of the NWSL, but the Federation is no longer serving as League Manager of the NWSL and is negotiating the scope of its relationship, if any, to the NWSL in the 2022 season and beyond; and

WHEREAS, the NWSL has decided to move away from a management system supported by the Federation and the allocation system; and

WHEREAS, the parties desire to orderly transition formerly allocated players out of the allocation system and to expand the pool of WNT players playing in domestic leagues; and

WHEREAS, although the parties commit to continuing to bargain in good faith with the goal of reaching agreement to a successor CBA on or before December 31, 2021, they are aware that they might not reach agreement as to all of the material terms and conditions of employment by that date; and

WHEREAS, to the extent that the parties are unable to reach an agreement by December 31, 2021, the parties mutually desire to extend the period of time in which they can bargain in good faith for a successor to the CBA.

THEREFORE, the parties hereby agree as follows:

1. Except as set forth in Paragraph 2 below, the CBA, including specifically but without limitation its no-strike/no-lockout and grievance and arbitration provisions, shall be extended through and until midnight on March 31, 2022. This term will automatically renew every forty-five (45) days thereafter, for a forty-five (45) day term, unless either party gives the other written notice of termination at least forty-five (45) days prior to the end of the term.
2. Notwithstanding the provisions of Paragraph 1, the Parties clearly and unmistakably agree that upon execution of this Memorandum of Understanding, obligations imposed on the Federation or Players Association/WNT Players in Article 3 (to the extent it concerns the discussion of allocations to the NWSL); Article 5 (to the extent it or mandates time off from NWSL duties); Article 6 (concerning payment of 100% of NWSL salary for allocated players upon injury); Article 9 (concerning NWSL Allocations); Article 10 (to the extent it imposes playing and/or spokesperson duties on Players with



respect to the NWSL); Article 11.B (concerning financial terms for allocated players); Article 12 (to the extent it concerns provision of benefits for Allocated Players, including workers compensation, and payment of any portion of the NWSL allocated salary for maternity or adoption leave); Article 13 (concerning NWSL Standards, Allocated Player Terms and Conditions, WNTPA's NWSL Rights); Article 14 (concerning Cessation of NWSL; Cessation of Federation Financial Support of NWSL); Article 15 (to the extent it grants Player Likeness rights to NWSL or NWSL Media or restricts Player marketing in conjunction with NWSL IP); Article 16 (to the extent it restricts Player marketing in conjunction with NWSL IP); Article 18 (to the extent it relates to payments for player appearances in the NWSL); Article 20 (as it relates to complimentary tickets to NWSL games); and Article 21 (as it relates to reporting obligations regarding NWSL compensation) shall have no contractual or statutory force or effect, including without limitation as part of the status quo in the absence of a CBA, and any past conduct by the Federation consistent therewith cannot be used to establish a statutory past practice under the National Labor Relations Act.

6a-7 3. The Federation shall identify 30 WNT Players for the 2022 club season to be eligible to receive the stipend discussed in Paragraph 4 below. The 30 WNT Players to receive such stipend shall include the 22 WNT Players previously allocated to the NWSL for the 2021 season, if they are available to play club soccer for the 2022 season, plus such additional WNT Players designated by the WNT Head Coach (or his designee) as are required to fill out the list of 30 stipend-supported WNT Players. Initial stipend offers will be made to 30 WNT players by December 18, 2021. Players shall have until December 22, 2021, to accept the offer. The Federation shall make additional stipend offers, if any, by January 5, 2022.

4. Each Player identified per Paragraph 3 (individually, "Player," or collectively, "Players"), shall be eligible to receive a stipend, provided the Player signs with an NWSL or another domestic league club to play soccer for the 2022 season. In the event that the Player signs with an NWSL or another domestic league club to play soccer for the 2022 season, the parties agree that the Federation will pay Players an amount equivalent to \$1,430,000 per year divided equally across the 30 players identified in paragraph 3 in equal installments on a monthly basis January through December. The parties agree that the Federation's obligation to make the monthly stipend payments or to provide any of the benefits described herein will continue through December 2022 except that the monthly stipend payments will cease (1) during and for the duration of any strike; and/or (2) if the new collective bargaining agreement upon ratification provides for the discontinuation of the payments. The parties agree that the stipend is being offered to Players who play domestically because of the inherent value provided to the Federation, but otherwise disagree on whether the stipend should be counted as National Team pay when comparing amounts paid to the WNT and the MNT for their 2022 National Team duties. Reserving all rights with respect to each parties' position in current and future discussions, grievances, and/or litigation, the parties agree that for the sole and exclusive purpose of negotiating a successor CBA, the parties will not count the stipend amounts when determining whether 2022 WNT compensation is equal to 2022 MNT compensation. This limited agreement describes only what USSF is willing to pay the WNT and not what USSF understands the law would consider in determining equal pay.

5. In addition to the stipend set forth in Paragraph 4, the Federation shall offer an EAHI Policy, or other comparable coverage, and shall continue dental and vision, or other comparable coverage to all 30 stipend-supported WNT Players.

7. The Federation agrees to ask the NWSL to accommodate requests by the 21 unretired WNT Players previously allocated to the NWSL for the 2021 season to sign with teams other than their current team. The Federation shall take no position on which club—in the NWSL or otherwise—any such Players shall play for. The Federation agrees not to seek a transfer fee from any club as a precondition to any such Player playing for that club in 2022 or at any time thereafter.

8. The parties' understanding is that if a Player reaches agreement to play for an NWSL club for the 2022 season, she shall execute a Standard Player Agreement ("SPA") governing the terms of her agreement to play for that NWSL club for at least the 2022 season. The parties agree that the Federation has no control over the NWSL's policies or procedures with respect to signing or compensating Players.

9. The Federation shall ask the NWSL that for the 2022 season no NWSL regular-season or post-season matches shall be scheduled during Women's International FIFA Windows.


10. The Players Association and Federation agree that all WNT contracted and stipend-supported Players in 2022 will make themselves available for WNT duties. In the event that a contracted or stipend-supported player does not make herself available for WNT duties for which she has been called up, unless the player has otherwise indicated that she is unavailable for the WNT event, for any period of time without demonstrating a qualified medical reason prohibiting her from participation (which requires documentation from the Player's healthcare provider sufficient to establish that she is unable to participate due to her own serious medical condition), and is not on an approved leave, or is not unavailable for any other reason approved by the Federation, the Federation shall prorate her contracted and/or stipend payments based on the length of the absence as follows: the Player's Annual Base Monthly Compensation and/or stipend, as applicable, shall be multiplied by one minus a fraction, the denominator of which shall be the total number of WNT camp and game days during the month (excluding travel days on which there is no WNT programming) and the numerator of which shall be the number of days which the player was unavailable and unexcused, as described herein, for WNT camps and games during the month (excluding travel days on which there is no WNT programming). So, for example, assuming an Annual Monthly Compensation and stipend amount of \$12,288.92 paid over the full month, a Player who was unexcused and unavailable for 5 days of 2022 WNT camp in a particular month, with 10 days of WNT camp would have her Annual Monthly Compensation and stipend prorated as follows:  $\$12,288.92 * (1 - 5/10) = \$6,144.46$ . Contracted and stipend-supported players who are unable to participate in WNT duties because of a qualified medical reason prohibiting her from participating, or is on an approved leave, or is unavailable for any reason approved by the Federation, will be treated consistently with the CBA. See Articles 6(D), 8(A)(1)(a), 9(E)(2)-(4), and/or 12(C) (with respect to pay for players injured and on pregnancy/adoption leave, the effect of a leave on the number of contracted players, and/or pay and reporting practices for injuries suffered while playing for professional club teams). The parties agree that a player is not "available" for the purposes of this provision if she is prohibited from participating in a WNT event because she does not comply with the mandatory vaccine requirements imposed by the country in which any WNT event takes place during a particular camp. For example, Australia currently requires that all players participating in WNT events held in Australia be vaccinated. If player A is unvaccinated and player A refuses to comply with the vaccine requirements that would enable her to participate in the WNT event in Australia, player A is not available for WNT duties for the WNT event in Australia. If she is not on an otherwise approved leave, her monthly salary will be prorated accordingly, consistent with this provision. For the avoidance of doubt, if a WNT camp or event is held in more than one geographic location (country, state, city, province, etc.) and any of the geographic locations require vaccinations, an unvaccinated player is unavailable for the entire WNT camp or event.

This provision shall continue through December 31, 2022 unless the new collective bargaining agreement provides otherwise.

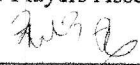
11. The Players Association and Federation shall maintain the confidentiality of the amounts paid to stipend-supported Players under this MOU (including but not limited to as against the NWSL and its Clubs) until March 31, 2022. Notwithstanding the foregoing, the parties understand and agree that either party may reveal or disclose the amounts paid to stipend-supported Players under this MOU in connection with current or future litigation, provided that any public filing in litigation made before March 31, 2022,

shall be made under seal, and that WNT Players shall be informed of the material terms of this MOU and shall be permitted to share such information with their agents.

For the Federation:

  
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Will Wilson      CEO & Secretary General

For the Players Association:

  
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Becca Roux, Executive Director