



## NFL ANTI-TAMPERING POLICY

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1. **DEFINITION.** The term *tampering*, as used within the National Football League, refers to any interference by a member club with the employer-employee relationship of another club or any attempt by a club to impermissibly induce a person to seek employment with that club or with the NFL.
  
2. **PURPOSE.** The purpose of the *NFL Anti-Tampering Policy*, as it applies to tampering with players, is to protect member clubs' contract and negotiating rights, and, at the same time, to allow the intra-League competitive systems devised for the acquisition and retention of player talent (e.g., college draft, waiver system, free-agent rules under an operative collective bargaining agreement) to operate efficiently. As the Policy applies to tampering with non-players, its purpose is to strike a balance between protecting the rights and maintaining the organizational stability of employer clubs, and providing realistic advancement opportunities for employees if other clubs desire their services.
  
3. **PLAYERS.**
  - (a) **College Players.** No club, nor any person employed by or otherwise affiliated with a club or the League (including a player), is permitted to tamper with college players who are ineligible for selection or participation in the League. Direct or indirect attempts to induce underclassmen to petition the League for special eligibility or to declare to the League their desire to enter the League under the early-graduation rule are prohibited. Club personnel who make public comments about the football ability or NFL potential of underclassmen who have not yet been officially declared eligible for the draft will be subject to discipline by the Commissioner.
  
  - (b) **NFL Players.** No club, nor any person employed by or otherwise affiliated with a club, is permitted to tamper with a player who is under contract to or whose exclusive negotiating rights are held by another club.
    - (1) **Two-Day Negotiating Period.** Notwithstanding the foregoing, during the period that begins two calendar days prior to the expiration of NFL Player Contracts (the "Two-Day Negotiating Period"), clubs are permitted to contact the certified agents of players who will be Unrestricted Free Agents at the end of the current League Year and enter into contract negotiations with them. A contract, however, cannot be executed with a new club, or submitted to the League office, until after the beginning of the new League Year. During this two-day period, a prospective Unrestricted Free Agent cannot visit a club (other than his current club) at its permanent facility or at any other location, and no direct contact is permitted between the player and any employee or representative of a club (other than his current club).

During the two-day negotiating period, all clubs may negotiate all aspects of an NFL Player Contract with the certified agent of any prospective Unrestricted Free Agent. However, a new club may not execute an NFL Player Contract with a prospective Unrestricted Free Agent until 4:00 p.m., New York time, on the first day of the new League Year, when the player's current contract expires.

A prospective UFA who is not represented by an NFLPA Certified Contract Advisor ("Unrepresented Player") is permitted to communicate directly with a new club's front office personnel regarding the player's prospective employment with the new club upon expiration of his current contract. The player and the new club may enter into contract negotiations during this period, but may not execute a contract until 4:00 p.m., New York time, on the first day of the new League Year, when the player's current contract expires. However, the player is not permitted to communicate directly or indirectly with any member of the new club's coaching staff, its player personnel department, or with any club employee whose primary responsibilities do not include the negotiation of player contracts. This prohibition applies regardless of which party attempts to initiate communication -- whether in person, by email, by text, or by any other means. If you are in doubt concerning the scope of the prohibition, please seek clarification from the Management Council before proceeding.

A player will be deemed to be an "Unrepresented Player" if he is not under contract with an NFLPA Certified Contract Advisor prior to the start of a League Year and he submits written verification of such status to the NFL and NFLPA no later than five (5) days prior to the start of that League Year. The player may not thereafter hire a Contract Advisor until a period of five (5) days after the start of that League Year, unless he withdraws his request to be designated as an "Unrepresented Player" in writing to the NFL and NFLPA prior to contacting any new Clubs. Upon receipt of the player's written verification, the Management Council will inform all Clubs that the player in question is an Unrepresented Player. A new Club should not rely upon the player's own oral or written representation (e.g., via email) that he is representing himself in contract negotiations.

Under Article 4, Section 5 of the Collective Bargaining Agreement ("CBA") and arbitral precedent, the only valid, binding, and enforceable employment agreement between an NFL player and an NFL club is an NFL Player Contract that has been fully executed by the parties in compliance with all applicable League rules and the CBA. Accordingly, any written or oral communications between a prospective Unrestricted Free Agent's certified agent and representatives of a club that occur during the Two-Day Negotiating Period and that relate to the possible employment, or terms of employment, of such player are non-binding and are unenforceable by the player or the club.

In addition, a club (other than the player's current club) may not discuss or make any travel arrangements with a prospective Unrestricted Free Agent, his certified agent, or anyone else associated with the player until the expiration of the player's

contract at 4:00 p.m., New York time, on the first day of the new League Year. The two-day negotiating period applies only to potential Unrestricted Free Agents; it does not apply to players who are potential Exclusive Rights Players or Restricted Free Agents, or to players who have been designated as Franchise Players or Transition Players.

The purpose of the two-day negotiating period is to create a level playing field in the competition for Unrestricted Free Agents by permitting clubs to negotiate with the certified agents of such players concerning all aspects of an NFL Player Contract.

Any attempt to undermine the purpose of this negotiating period will be considered conduct detrimental to the League, as well as a violation of this Anti-Tampering Policy. If an investigation becomes necessary, the involved club(s) may be required to provide the League office with all relevant documents to assist with the investigation. Without limitation, such documents would include any and all email and other forms of electronic communications (such as voice and text) between any employees of the club, the player, the player's certified agent, or any involved third party. This would also include documents relating to travel arrangements for the player, such as airline reservations, including private aviation, ground transportation, and lodging.

A list of prospective Unrestricted Free Agents will be sent to clubs prior to the start of the two-day negotiating period.

- (2) **Free-Agency System.** Subject to the specific restrictions set forth in Section 3(b)(1) above (Two-Day Negotiating Period), it is not a violation of the Anti-Tampering Policy for a club to discuss and sign a contract with a player who is free to do so under terms of an operative collective bargaining agreement, provided such discussion or signing takes place within the period during which the player is allowed to negotiate with other clubs. Such a player may also try out with other clubs during the negotiating period. After the applicable negotiating period for the player has expired, no club is permitted to have any dealings with the player unless and until his rights are relinquished by his club.
- (3) **Trade Discussions.** Unless a new club has received written permission directly from a player's employer club, entering into discussions with a player or his agent concerning the new club's interest in acquiring the player via trade or otherwise would constitute a violation of the Anti-Tampering Policy.

Under no circumstances should a new club rely upon any written or oral representation by a player or his agent that he has received permission to enter into discussions for a trade or negotiations for a contract. Nor should a new club rely upon a letter from the employer club to the agent or player granting such permission since employer clubs typically reserve the right to withdraw permission at any time, and may have already done so. Permission must be

received by the new club directly from the employer club and should be in writing to protect the interests of both clubs.

- (4) **Public/Private Statements.** Any public or private statement of interest, qualified or unqualified, in another club's player to that player's agent or representative, or to a member of the news media, is a violation of this Anti-Tampering Policy. (Example of a prohibited comment: "He's an excellent player, and we'd very much like to have him if he were available, but another club holds his rights.") In addition, speculation by a club owner, executive, or employee on whether a player under contract to a second club may play for a third club in the future may negatively impact the relationship between the player and the club currently holding his rights. If any such comments are found to have adversely affected that relationship, a finding of tampering can result. All clubs should be aware that improper disclosure of confidential trade discussions with another club may be a violation of this section on prohibited public statements.

Articles that appear on the website of a club that identify prospective free agents that the team might be interested in, or that rate prospective free agents, shall not be considered violations of the Anti-Tampering Policy unless they include a direct quote or expression of interest by an employee of the club (other than the author of the article) about a specific player.

- (5) **Assumption of Risk.** To avoid potentially embarrassing situations and possible disciplinary actions, clubs are reminded that any contact by members of one organization with players of another organization could potentially interfere with an employer-employee relationship of the second club, even if the circumstances surrounding the contact may appear to be innocent. The Competition Committee has reviewed the Anti-Tampering Policy on numerous occasions and has always emphasized that great care and judgment must be exercised when any contact is made between the members of an organization and players from other teams, even in situations in which close personal relationships may exist. Although the Policy does not prohibit conversations or other forms of communication that are strictly social in nature, such communication can quickly and easily cross the line into prohibited topics of the type discussed in Section 3(b)(6) below. For this reason, clubs whose personnel engage in such social contact do so at their own risk and expose themselves and their clubs to discipline.
- (6) **Contact by Player.** If a club is contacted by a player (or his representative) who is under contract to or whose negotiating rights are held by another club, and such player has not been given permission to negotiate with other clubs, or such player is not in a permissible negotiating period under the terms of an operative collective bargaining agreement, then the contacted club is prohibited from (i) negotiating with the player or his agent; (ii) discussing even in general terms the player's possible employment with the contacted club; or (iii) discussing the player's contract or his potential or ongoing contract negotiations with his current club.

In addition, the contacted club representative must inform the player or his representative that under NFL rules the club is not permitted to discuss such matters, and, if such matters are raised by or with the player or his representative, the club representative must immediately report such contact to the owner or operating head of the club that holds the player's rights.

Nothing in this section shall preclude a club from negotiating with the certified agent of a prospective Unrestricted Free Agent during the two-day negotiating period, subject to that provision's prohibition against direct contact by the club with the player himself.

- (7) **Players on Waivers.** Clubs are not permitted to contact a player for whom waivers have been requested (including during the claiming period), or his representative, until clubs have been notified of the player's termination via the Player Personnel Notice. This prohibition includes contact with a Vested Veteran during the period in which the player is subject to the NFL Waivers System under Article 29, Section 1(a) of the CBA (i.e., his contract can be claimed by another club). If a club is contacted by a player for whom waivers have been requested, or his representative, during this period, the only permissible response by the club is to inform the player or his representative that under NFL rules the club is not permitted to speak to the player or his representative.

Notwithstanding the above, during the period in which a Vested Veteran is not subject to NFL Waivers System under Article 29, Section 1(a) of the CBA, an interested club may contact the player or his representative before clubs have received notification of the player's termination via the Player Personnel Notice if, but only if, the prior club has officially announced via a press release, social media report, or other form of a public announcement that the player has been or will be released. Public or private statements made by the player or his representative, or private statements made by the prior club to an inquiring club, are not "official" statements and cannot be relied upon by an inquiring club as a defense to a charge of tampering. If a club is contacted by a Vested Veteran or his representative before the prior club has publicly announced that the player's contract has been or will be terminated, the only permissible response by the contacted club is to inform the player or his representative that under NFL rules the club is not permitted to speak to the player or his representative.

- (8) **Using Another Club's Facilities.** It is prohibited for a club to allow a player who is under contract to (or whose exclusive negotiating rights are held by) another club to use its facilities, whether on an informal or formal basis at any time. This includes use of club facilities such as weight rooms, training facilities, practice fields, running tracks, and the like.
- (9) **Pro Bowl.** Risks of tampering charges may result from seemingly casual or indirect contacts between personnel and players who, at the time of the Pro Bowl, are still under contract to their current club. Clubs should clearly remind their personnel attending the AFC-NFC Pro Bowl that the League's Anti-Tampering

Policy applies during that period of the year (before the start of the free-agency period in mid-March) and that tampering violations may be based upon contacts with players at or in connection with the Pro Bowl, including when:

- (i) Club executives in attendance engage in private conversations or meetings with a player or players under contract to another club; *or*
  - (ii) Club executives directly or indirectly instruct or encourage conversations or meetings involving their own players and players under contract to other organizations that can reasonably be interpreted as designed to express the club's interest in acquiring the services of such other player(s).
- (10) **Example of Tampering.** Without limitation to other examples of tampering with another club's player, the following scenario would constitute a violation of the Anti-Tampering Policy:
- (i) A club's representative, or a third-party intermediary of that club (Club A), is involved in a private meeting or conversation with a player (or his representative) who is under contract to, or whose negotiating rights are held by, another club (Club B); *and*
  - (ii) The League obtains substantiation that before, during or after the above contact with the player, Club A has stated, publicly or privately, its interest in obtaining his services (see "Public/Private Statements" above); *and*
  - (iii) Contract problems or other disputes subsequently arise between the player and Club B (for example, the player's failure to report on time to Club B).
- (11) **Direct Cause and Effect Not Required.** In any case in which tampering with a player who is under contract to, or whose exclusive negotiating rights are held by, another club is alleged or discovered, tampering may be found even in the absence of a demonstrated cause-and-effect relationship between the player's contract problems, or other disputes with his current club, and his prior involvement with the tampering club. In other words, a club will not be able to defend a tampering charge by asserting that its private contact with a player (or the player's representative) did not involve any expression of interest in the player or was not related in any way to the player's subsequent contract problems or other disputes with his club.

Nor may the tampering club avoid liability by offering evidence, even if such evidence is undisputed, that the player elected to sign a Player Contract with the tampering club for reasons unrelated to the tampering club's prohibited conduct, e.g., evidence that the tampering club offered the player a greater salary, or more guaranteed compensation, than the player's current club or other clubs were willing to offer, or evidence that the player did not receive any offers from his current club or other clubs.

- (12) **Competitive Advantage Not Required.** The intent of this Policy is to proscribe certain conduct without regard to how much (if any) advantage the tampering club may have obtained over the player’s current club or other clubs in the League. As such, neither the offended club(s) nor the Commissioner is required to demonstrate or find that the tampering club obtained a competitive advantage as the result of its conduct. A club will not be able to defend a tampering charge by asserting that it did not obtain a competitive advantage as the result of its conduct.
- (13) **Standard of Proof.** In any case in which evidence of tampering is alleged or discovered, the standard of proof (i.e., amount of evidence, whether direct or circumstantial in nature) required to support a finding by the Commissioner that a violation has occurred shall be a “preponderance of the evidence,” defined as follows: “Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.” (Black’s Law Dictionary, 6<sup>th</sup> Edition) (Emphasis added)

#### 4. NON-PLAYERS.

- (a) **Playing Season Restriction.** No club, nor any person employed by or otherwise affiliated with a club, is permitted to tamper with a non-player employee of another club.
- (1) **Football Employees.** Unless otherwise permitted by this Policy, no club may request permission to discuss employment with a non-player football operations employee of another club (whether or not that employee is under contract) during the employer club’s playing season, defined as the period from the opening of the club’s preseason training camp through the club’s final game of the season, including postseason if applicable.
- “Football Operations” is defined as including all members of a club’s coaching, scouting, equipment, training, video, grounds crew, football travel/logistics, public relations, player engagement, football analytics and technology staffs, and medical, sports science, and athletic training departments, as well as the positions of general manager, contract negotiator, and their staffs. (For procedures applicable to coaches, see sections 4(h) Head Coaches and 4(i) Assistant Coaches. For procedures applicable to non-coach employees in football operations, see sections 4(j) High-Level Club Employees (Non-Player, Non-Coach), and 4(k) Other Club Employees (Non-Player, Non-Coach).)
- (2) **Non-Football Employees.** A club may contact another club to request permission to discuss employment with a non-player non-football operations employee of another club at any time of the year, including during the employer club’s playing season. However, the employer club is under no obligation to grant permission, including for an employee who is not under contract during the employer club’s playing season. See section 4(k) “Other Club Employees (Non-Player, Non-

Coach)” for the appropriate procedures after the conclusion of the employer club’s playing season. Inquiring clubs must follow the procedure in the Section 4(f) titled “Protocol” on page ten of the Policy.

- (b) **No Consideration Between Clubs.** Except for head coaches and high-level club employees (club presidents, general managers, and persons with equivalent responsibility and authority), clubs are not permitted to exchange draft choices or cash for the release of an employee who is under contract to a club.
- (c) **Right of Offset/Disputes.** If a new club employs an individual whose contract has been terminated by his prior club, and the prior club is entitled to an offset for compensation owed to its former employee, the employee’s new contract must provide an annual salary in each year of the contract that is reasonable for that employee in light of his experience, the services he will be performing, and the League’s average salary for employees in similar positions. In addition to providing an overall compensation that is reasonable, the new club must also ensure that any salary increases in contract years subsequent to the termination of the prior club’s obligations are also reasonable. In the event of a dispute, final determination will be made by the Commissioner.
- (d) **Contract with New Club/Reasonableness.** If the contract with the new club includes a substantial salary increase in new contract years, the Commissioner shall use the following as a guideline to determine the reasonableness of those increases: (i) if annual compensation is scheduled to increase by 20 percent or more for the new contract years, the prior club’s annual offset, if that club is entitled to an offset, shall be calculated based upon the employee’s average annual compensation during the entire term of the contract. The term “new contract years” is defined as contract years beyond the term of the employee’s contract with the prior club; (ii) if annual compensation is scheduled increase by less than 20 percent, the calculation of the offset shall be determined based upon the express language of the offset provision in the employee’s terminated contract with the prior club.
- (e) **Employee’s Resignation/Retirement.** The following rules shall apply in cases where employees, such as head coaches, general managers, or other “high level” employees, “resign” or “retire” before completing their contracts:
  - (1) **Prior Club’s Consent Required.** An employee under contract (including a head coach, general manager, or other “high level” employee) who voluntarily resigns or retires prior to the expiration of his contract is prohibited from discussing or accepting employment with another NFL club without the consent of his prior club. This rule applies for the full remaining term of the employee’s prior contract. If the prior club wishes to consent to such discussions and the possible acceptance of employment with the new club, the prior club may condition its consent upon receiving appropriate compensation from the new club. After an employee’s contract has expired, the employee is free to seek employment with any other NFL club, assuming the parties have fully complied with the Anti-Tampering Policy.

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- (2) **Express Agreements.** A club and its employee may, through individual negotiation, address the issue of future NFL employment opportunities in the event the employee resigns or retires, as the parties may agree. However, absent an express written agreement to the contrary, the rules stated in Section 4(e)(1) above shall apply.
- (f) **Protocol.** As a professional courtesy and to avoid inter-club disputes, whenever a club wishes to contact a non-player employee of another club concerning possible employment, such inquiring club must first notify the owner or operating head of the employer club to express interest.
- (1) **Contract Status/Notice.** If the inquiring club has confirmed with the League office that the employee in question is not under contract, or if the employer club does not otherwise have the right to deny permission, the inquiring club may initiate contact with the employee immediately after sending notification to the employer club. No response is required after notification has been sent. (*See* Section 3(b) for the rules governing contacts of or by players.)
- (2) **Contact by Employee.** If a non-player employee of a club initiates contact with another club concerning possible employment, the contacted club must immediately notify the owner or operating head of the employer club, after which all other applicable provisions of this Policy shall apply.
- (3) **Public Announcements.** Notwithstanding the other requirements of this section on protocol, if an employer club publicly announces that it has dismissed or will not be retaining an employee, any club interested in speaking with the employee is under no obligation to observe the club-to-club courtesies of this section.
- (4) **Terminated Contracts.** Club employees whose contracts have been terminated may discuss and accept employment with any other club at any time, including during the same preseason, regular season, or postseason.
- (g) **Permission to Discuss and Sign.** Permission granted by a club to an employee to discuss employment with a new club shall be deemed to include permission to accept employment with the new club; provided, however, that an employer club may limit the duration of such permission. Any permission granted by an employer club to discuss employment with another club must be set forth in writing and provided to the employee in advance of any such discussions.
- (h) **Head Coaches.** The following rules shall govern situations involving head coaches:
- (1) **Under Contract.** During a club's playing season, including postseason if applicable (excluding Pro Bowl), the following actions are prohibited concerning a head coach who is under contract, unless the involved head coach has been dismissed by his club: (i) no head coach may discuss or accept employment for the current or a future season with another club in the League; (ii) no club may

request permission to discuss employment with a head coach for the current or a future season; and (iii) no employer club may grant another club permission to discuss employment with its head coach for the current or a future season.

The foregoing restrictions also apply during the off-season unless the head coach's contract has expired or has been terminated, or his club has granted him permission to discuss employment opportunities with another club, or his club has granted another club the permission to contact him.

During the off-season, no club is obligated to grant another club permission to discuss employment with its head coach if the head coach is under contract; provided, however, that a head coach may negotiate into his contract the right to discuss employment with another club during the offseason. A club may negotiate a right of first-refusal into a head coach's contract.

- (2) **Expired Contract.** If the contract of the head coach has expired, the employer club cannot deny the coach the opportunity to discuss or accept employment with another club.
  - (3) **Protocol.** Any contact by a club seeking to employ a head coach—either with the employer club of the person sought, or directly with the person sought (or his representative)—is subject to the requirements of Section 4(f) above. Similarly, any contact by a club employee seeking a head coaching job with another club is subject to the requirements of Section 4(f). Notwithstanding anything in Section 4(f), all in-season discussions, requests for permission, or contacts of any kind concerning the future employment of a head coach with a club other than his employer club are prohibited.
  - (4) **Contract Requirement.** An NFL head coach who is not under contract to his club is prohibited from performing coaching duties at training camps and during the rest of the playing season. Any head coach not under contract by the time preseason training camp begins will not be permitted to participate in practice sessions, game coaching, or other team activities unless and until his written contract is executed and approved by the League office.
- (i) **Assistant Coaches.** The following rules shall govern situations involving assistant coaches:
    - (1) **Under Contract During Season.** During a club's playing season, including postseason if applicable (excluding Pro Bowl), the following actions are prohibited concerning an assistant coach who is under contract, unless the involved assistant coach has been dismissed by his club:
      - (i) no assistant coach may discuss or accept employment for the current or a future season with another club in the League;

- (ii) no club, directly or through an intermediary, may request permission to discuss employment with an assistant coach for the current or a future season; and
- (iii) no employer club may grant another club permission to discuss employment with an assistant coach for the current or a future season.

The prohibitions set forth above apply to employment with another club in any capacity, including head coach, except as provided for in the postseason procedures set forth in Sections 4(i)(2) and 4(i)(3) below.

- (2) **Under Contract After Season.** If an assistant coach's playing season, including postseason if applicable (excluding Pro Bowl), has concluded and the assistant coach is under contract for the succeeding season or seasons, the provisions of Section 4(i)(2)(ii) or Section 4(i)(4), whichever section is applicable, must be observed by an inquiring club:

- (i) **Two Tiers of Coaching Staffs.** For purposes of this Anti-Tampering Policy, each coaching staff is divided into two tiers: (1) head coach, and (2) all assistant coaches.

Although each club is permitted to use any structure and titles it may choose for its coaching staff, the two tiers described above will be adhered to for administration of this Policy.

- (ii) **Head-Coaching Opportunity.** If a club wishes to discuss its head coaching position with an assistant coach whose playing season (excluding Pro Bowl) has concluded, and who is under contract to another club, the assistant coach's employer club is required to permit the coach to discuss and accept such employment through March 1 of any year. After March 1, the employer club is under no obligation to grant such permission, but it may be voluntarily granted at the employer club's discretion during the off-season.

A request to contact an assistant coach under contract to another club to interview for the position of head coach cannot be made until after the conclusion of the employer club's regular season.

- (3) **Postseason Procedures.** The following postseason procedures shall apply if an inquiring club wishes to discuss its vacant head coaching position with an assistant coach whose employer club is participating in the playoffs:
  - (i) **Head Coaching Positions.** The owner or operating head of the inquiring club may contact the owner or operating head of the employer club to request written permission to discuss its head coaching position with an assistant coach.

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- (ii) **Interview Restrictions.** If the employer club elects to grant permission, the inquiring club may conduct one (1) interview with the assistant coach at any location acceptable to the employer club and at a time that is convenient for the employer club subject to the following rules:
- a. for any club that has a bye in the Wild Card weekend, any interview of its coaches must be conducted prior to the conclusion of Wild Card games;
  - b. for any club that participates in a Wild Card game and advances to the Divisional Playoffs, any interview of its coaches must be conducted after the Wild Card games and prior to the conclusion of Divisional Playoff games;
  - c. an inquiring club is permitted only one interview with an assistant coach while his team is competing in the postseason, and there shall be no other direct or indirect contact between any employee or agent of the inquiring club and the assistant coach or any representative or agent of the assistant coach; and
  - d. no initial interviews may be requested nor granted after the Divisional Playoff weekend for any assistant coach whose team is still participating in the postseason. However, in any year in which there is at least a two-week break between the conference championship games and the Super Bowl, an assistant coach who (a) has previously interviewed for another club's head coaching job and (b) whose current employer-club is participating in the Super Bowl may have a second interview with a club with which he has previously interviewed for an open head coach position provided that (1) the employer-club elects to grant permission for a second interview, and (2) the interview takes place at a time and location that is acceptable for the employer-club, but no later than the Sunday preceding the Super Bowl.
- (iii) **Signing Restrictions/Timing.** No contract shall be executed, and no agreement to execute a contract, or an announcement of a contract or of an agreement for employment, shall be permitted until after the conclusion of the employer club's playing season.
- (iv) **Grant of Permission/Effect.** If a club elects to grant permission for one of its assistant coaches to interview for a head coaching position, it must grant permission to all inquiring clubs that seek to interview the assistant coach. Permission cannot be granted selectively.
- (v) **Other Assistant Coaches.** If a club elects to grant permission for one of its assistant coaches to interview with an inquiring club or clubs, it may deny permission for another member of its staff, provided that the denial is applicable to all inquiring clubs.

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- (4) **Lateral Move.** If an inquiring club wishes to discuss an assistant coaching position with an assistant coach who is under contract to another club at any time prior to the opening of the employer club's training camp, it will be considered a lateral move, and the employer club is under no obligation to grant the assistant coach permission to discuss the position with the interested club. At the discretion of the employer club, however, such permission may be voluntarily granted.
- (i) **Expired Contract.** If an assistant coach's contract has expired and he continues to work for his club as a non-contract employee during the off-season, the employer club shall not deny the assistant coach permission to discuss or accept employment with another club, regardless of whether the assistant coach continues to receive compensation from the employer club on a non-contractual basis, and regardless of whether the request for permission occurs after March 1.
- (ii) **Contract Due to Expire.** The employer club retains the exclusive right to an assistant coach's contract during the period after the conclusion of the last NFL season covered by such contract and the applicable deadline specified in Section 4(i)(4)(ii)a. and b.:
- a. If the employer club is not in the playoffs, it retains exclusive rights until 12:01 A.M. on the second Tuesday after the club's final game of the regular season.
- b. If the employer club is in the playoffs, it retains exclusive rights until 12:01 A.M. on the second Tuesday after the club's final playoff game, including Super Bowl if applicable, but in no event after the expiration date specified in the assistant coach's contract.
- c. The employer club's right of exclusivity under this Section 4(i)(4)(ii) will apply only in the event that another club seeks to offer a lateral move to a coach. It will not apply if another club seeks to offer a head coaching job to an assistant. If an employer club's season has ended, the club may waive its right to exclusivity under this section.
- (iii) **March 1 Deadline.** After March 1 of any year, if a club seeks permission to discuss a head coach position with an assistant coach who is under contract to another club for the succeeding season or seasons, the employer club is under no obligation to grant such permission. However, the employer club may voluntarily grant such permission at its discretion.
- (iv) **Inquiries Concerning Assistant Coaches.** An inquiring club may verify through the League office the contractual status of any assistant coach in whom the club is interested. However, any such request for verification cannot be made until after the conclusion of all regular season or postseason games of the assistant coach's employee club. Such information is limited

to the contract's term of employment; no financial or other details will be disclosed. No prior permission from the employer club is required for an inquiring club to ascertain contractual status from the League office.

- (v) **Contract Provisions.** Under no circumstances may an assistant coach's contract contain a right of first refusal in favor of the employer club, or any other restrictive contractual provisions inconsistent with this Policy. However, the contract may include an agreement to become the club's next head coach, provided the agreement is filed with the League office at the time it is signed. If the assistant coach receives an offer of employment from another club, the employer club may tender a competing offer, which the assistant coach is free to accept or reject.
- (vi) **Protocol.** Any contact by a club seeking to employ an assistant coach - either with the employer club of the person sought, or directly with the club employee sought (or his representative) - is subject to the provisions of Section 4(f) (Protocol) above. Similarly, any contact by a club employee seeking an assistant coaching job with another club is subject to the provisions of Section 4(f). Notwithstanding anything in Section 4(f), all in-season discussions, requests for permission, or contacts of any kind concerning the future employment of an assistant coach with a club other than his employer club are prohibited, except as provided in the postseason procedures described in Sections 4(i)(2)(ii) and Section 4(i)(4).
- (vii) **Contract Requirement.** An NFL assistant coach performing coaching duties at training camp and during the rest of the playing season must have a contract. Any assistant coach not under contract by the time preseason training camp begins will not be permitted to participate in practice sessions, game coaching, or other team activities unless and until his written contract is executed and approved by the League office. Persons who are not full-time employees of the club may perform coaching duties during training camp even though they are not under contract; provided, however, any such person must sign an agreement stating that he or she will abide by the Constitution and Bylaws and all other applicable rules and policies of the National Football League. Any person performing full-time coaching duties during the regular season and postseason must be under contract, even if such person is not a year-round employee of the club.
- (viii) **Pre-Employment Contact.** Any clubs that interviews a candidate for a head coaching position is responsible for making the candidate aware of the League's prohibition against tampering with any person who is under contract to another club. In addition, the interviewing club should warn the candidate against making any improper contact with another club's employees, including any contact during the period prior the candidate's official acceptance of the interviewing club's head coaching position.

(j) **High-Level Club Employees (Non-Player, Non-Coach).** The following provisions govern in cases of high-level club employees (non-player, non-coach). A high-level club employee is defined as:

- (1) An individual who has primary authority and responsibility for the organization, direction, and management of day-to-day operations of the club and who reports directly to the controlling owner; or
- (2) An individual who is the primary football executive for the club and who has:
  - (i) the primary authority over all personnel decisions related to the signing of free agents, the selection of players in the College Draft, trades, and related decisions; and
  - (ii) the primary responsibility for coordinating other football activities with the head coach.

Final authority regarding the composition of the 53-player roster is not a requirement. (*see* Section 6 (Administrative Review) for disputes concerning this definition):

- (3) **Under Contract.** Except as may be otherwise provided in such contract, a club is not obligated to grant another club permission to discuss employment with a high-level employee if he or she is under contract, even if the inquiring club is prepared to offer the employee a position of greater responsibility within the category of high-level club employee. An employer club may negotiate a right of first refusal into the contract of a high-level employee.
  - (4) **Expired Contract.** If the contract of a high-level employee has expired or if he or she is a non-contract employee, the employer club is required to permit the employee to discuss and accept employment with another club. Any attempt to deny such permission will be considered improper under Section 6 (Administrative Review) below.
- (k) **Other Club Employees (Non-Player, Non-Coach).** The following provisions govern in cases of club employees who do not fall into the categories of player, coach, or high-level employee (see definition above):
- (1) **Under Contract.** If a club employee (other than player, coach, or high-level employee) is under contract for the succeeding season or seasons at the time an off-season expression of interest in him or her is made to the employer club by another club, the employer club is under no obligation to grant the employee the opportunity to discuss the position with the interested club. At the discretion of the employer club, however, such permission may be voluntarily granted. If, however, the inquiring club is prepared to offer a position as a high-level employee, as defined above, the employer club may not deny the employee the

opportunity to discuss and accept such employment. (*See* Section 4(k)(4) (March 1 Rule) for exception to this rule.)

- (2) **Contract Due to Expire.** If a club employee (other than player, coach, or high-level employee) has completed the regular season (or postseason, if applicable) covered by the final year of the employee's contract, any attempt to deny permission for the employee to discuss and accept employment with another club will be considered improper under Section 6 (Administrative Review) below. However, if the employee's primary responsibilities extend to recurring events beyond the playing season (principally the College Draft or the free-agency period), the employer club may withhold permission until after occurrence of such event. This applies but is not limited to contract employees of a club's player-personnel department who are responsible for gathering information on and evaluating draft-eligible players or veteran free agent players (scouts, directors of player personnel, directors of pro and college personnel, etc.) and to a head athletic trainer who is under contract.

The above restriction regarding recurring events beyond the playing season will not apply if another club is prepared to offer a position as a high-level employee, as defined above, to a non-player, non-coach employee whose contract is expiring. (*See* Section 4(k)(4) (March 1 Rule) for exception to this rule.) Nor will the rule apply to employees who do not have contracts or whose contracts are expiring prior to the recurring off-season events, such as the Draft or the free-agency period.

- (3) **Postseason Procedures.** If a club wishes to discuss a vacant high-level non-player, non-coach position (defined as club president, general manager, or a position with equivalent responsibilities and authority) with an individual who is not a high-level employee, and whose employer club is participating in the playoffs, the following procedures shall apply:
- (i) the owner or operating head of the inquiring club may contact the owner or operating head of the employer club to request written permission to discuss its high-level position with an individual who is not a high-level employee;
  - (ii) if the employer club elects to grant permission to the inquiring club, any interview or interviews may be conducted at a time and place that is convenient for the employer club. There is no limitation on the number of times that an individual may be interviewed by the same club, provided that, in each instance, permission has been received from the employer club;
  - (iii) no contract shall be executed, and no agreement to execute a contract, or an announcement of a contract or of an agreement for employment, shall be permitted until after the conclusion of the employer club's playing season, unless the employer club has specifically granted written permission for its employee to accept a position with the new club prior to the conclusion of its participation in the postseason;

- (iv) if a club elects to grant permission for one of its employees to interview for a high-level position and to accept employment, it must grant permission to all inquiring clubs that seek to interview him or her. Permission cannot be granted selectively; and
  - (v) If a club elects to grant permission for one of its employees to interview with an inquiring club or clubs, and to accept employment, it may deny permission for another member of its organization, provided that the denial is applicable to all inquiring clubs.
- (4) **March 1 Rule.** After March 1 of any year and through the conclusion of the annual Selection Meeting, if an inquiring club seeks permission to discuss employment with a person who is under contract for the succeeding season or seasons to another club, to offer him or her a position as a high-level club employee, the employer club is under no obligation to grant such permission if such persons current responsibilities include gathering information on and evaluating draft-eligible players or veteran free agent players. At the discretion of the employer club, however, such permission may be voluntarily granted.
- (1) **League Employees.** Clubs desiring to employ a person who is employed (with or without contract) by the League office or any of its affiliated organizations (NFL Management Council, NFL Ventures, and NFL Network) must first obtain permission to discuss employment with such person from the operating head of the League organization. In the case of the League office, permission must be sought from the Commissioner. If the person sought is the operating head of an affiliated League organization, permission to discuss employment must be sought from the Commissioner.
5. **COLLEGE PERSONNEL.** The National Football League also respects employment agreements entered into between colleges and their coaches and other employees. Before an NFL club has discussions regarding the possible hiring of a college coach or other employee, that club should first determine whether the employee is under contract. If the employee is under contract, the club must seek permission from the Athletic Director or other appropriate college official to have discussions with the employee. If permission is granted, the NFL club may proceed to discuss employment opportunities and to hire the college employee, subject to any limitation expressed in the grant of consent. If permission is denied, the NFL club should respect that decision just as it would respect a similar decision from another NFL club. NFL clubs that fail to follow these protocols may be subject to disciplinary action for conduct detrimental to the League.

6. **ADMINISTRATIVE REVIEW.** If a disagreement arises over whether an employer club has improperly withheld permission or whether a club has incorrectly designated the category of an employee (see section on high-level employees), the involved club or clubs may certify a dispute with the Commissioner. The Commissioner will then promptly gather all pertinent facts, including but not limited to the proposed contracts, authority, and responsibilities of the proposed job change. In rendering his final, expedited decision, the Commissioner will not be disposed to approve a job change that in name is a promotion but in fact is a lateral move involving little or no greater responsibility than the prior job.

As provided for above under “Non-Players,” no club, nor any person employed by or otherwise affiliated with a club, is permitted to discuss employment with an employee of another club during the employer club’s playing season, regardless of the contractual status of the employee. Conversely, it will be considered unreasonable for any employer, during the off-season, to deny permission to another club to discuss or offer employment to a non-contract employee or to deny permission to a non-contract employee to seek other employment on his or her own.

7. **DISCIPLINE.**

- (a) **Enhanced Penalties.** Tampering is a corrosive practice that undermines both the integrity of the game and relationships among clubs. Accordingly, as the Competition Committee advised in 2015, and as the Committee reaffirmed in 2016, more stringent discipline for documented cases of tampering is appropriate and necessary.

A club or club employee found guilty of tampering should not expect that the resulting discipline will necessarily be comparable to the discipline that was imposed in any case that was decided prior to the 2015 League Year, even if the facts of the previously decided case were substantially similar to the facts of the case currently under consideration. In most instances, reliance upon those cases will be unavailing.

- (b) **Incorporation of NFL Constitution and Bylaws.** The NFL Anti-Tampering Policy expressly incorporates all relevant provisions of Articles VIII and IX of the NFL Constitution and Bylaws as interpreted herein. Those provisions vest the Commissioner with the full, complete, and final jurisdiction and authority to arbitrate any dispute that in his opinion constitutes conduct detrimental to the best interests of the League or professional football, including, but not limited to, tampering.
- (c) **Specific Penalties.** Any violation of this Anti-tampering Policy will subject the involved club and/or person to severe disciplinary action by the Commissioner. In such cases, in addition to all other penalties provided in the Constitution and Bylaws, the Commissioner may award or transfer a selection choice or choices and/or deprive the offending club of a selection choice or choices, and/or may fine the offending club and/or may fine or suspend with or without pay any involved individuals as appropriate. The League office will promulgate to all clubs the details of any penalties imposed for tampering.

- (d) **Relevant Considerations.** In assessing discipline, the Commissioner may consider as relevant factors whether the club that committed the violation did or did not secure the services of the player or other employee. If a club is found to be in violation of the Anti-Tampering Policy and that club acquires the player (or non-player employee), in imposing discipline on the offending club the Commissioner may consider the fact that the club will be receiving the services of that individual for one or more years.
- (e) **Certification by Offended Club.** The Commissioner may award compensation to the offended club if it certifies a complaint that initiates an investigation against the offending club. If the offended club declined or otherwise failed to certify such a complaint after the facts of the matter became known or reasonably should have become known to the offended club, the offended club may not receive any potential award of compensation.

If the offended club declined or otherwise failed to certify a complaint that initiates an investigation against the offending club, the offended club's refusal or failure to certify such a complaint shall not preclude or limit in any way the Commissioner's final and complete authority to impose discipline upon the offending club or any involved persons.

- (f) **Mitigating Factors.** If the offending club shall clearly prove to the Commissioner that the act constituting the violation of the Policy was unintentional, the Commissioner may consider that as a mitigating factor with respect to any discipline imposed on the club or any involved person.

Neither the offending club nor any involved person may establish that a violation was unintentional solely by demonstrating that the club or the involved person was not aware of the relevant provisions of the Anti-Tampering Policy or of the existence and content of any memorandum issued to clubs by the League office for the purpose of interpreting, revising, or supplementing such provisions.

In other words, if the club or the involved person intended to perform the act (e.g., engaging in direct contact with a prospective Unrestricted Free Agent during the Two-Day Negotiating Period) constituting the offense, the violation will be deemed intentional whether or not the club or the involved person performed such act with the specific intent to violate the Policy itself or mistakenly believed that such conduct was permissible under the Policy or any interpretive memorandum issued to clubs by the League office.

- (g) **Willful Violations.** In any case in which a preponderance of the evidence establishes that it is more likely than not that a club deliberately set out to violate the Anti-Tampering Policy, or made a calculated decision to risk the possible penalties for such violation as an acceptable cost of acquiring a player or non-player club employee (i.e., as a "cost of doing business"), or attempted to conceal evidence of the offense whether before, during, or after its commission, the club and any involved person will be subject to appropriate discipline under such aggravating circumstances.

- (h) **Duty to Investigate and Cooperate.** The following provision from the Policy on Integrity of the Game and Enforcement of League Policies shall apply in any case where a violation of the Anti-Tampering Policy has occurred or may have occurred:

*Duty to Investigate and Cooperate – Actual or suspected violations will be thoroughly and promptly investigated. Any club identifying a violation is required promptly to report the violation, and give its full support and cooperation in any investigation. Failure to cooperate in an investigation shall be considered conduct detrimental to the League and will subject the offending club and responsible individual(s) to appropriate discipline.*

- (i) **Self-Reporting and Cooperation as Mitigating Factors.** The fact that a club self-reports a violation of the Anti-Tampering Policy may be considered a mitigating factor with respect to any discipline imposed on the club or any involved person. Similarly, where a club (including the relevant club employees) cooperates and gives its full support to an investigation, that fact may be considered a mitigating factor in the event that a violation is found. Conversely, a failure to cooperate with an investigation may be considered an aggravating factor and justify a more substantial sanction.

A club will not be credited with self-reporting a violation if the club has already been confronted with independent evidence of the actual or suspected violation. Such independent evidence may include a letter of inquiry from the League office, a certified complaint from the offended club, or public media reports that, if accurate, would tend to establish that a violation has occurred.