

ARTICLE 45 INJURY PROTECTION

Section 1. Transition Rules: Notwithstanding anything to the contrary in this Article, all claims, payments, and awards of the Injury Protection Benefit and/or the Extended Injury Protection Benefit shall be subject to the transition rules set forth in this Section 1.

(a) With respect to (i) any injury in the 2018 season for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2019 season and/or the Extended Injury Protection Benefit applicable to the 2020 season; and (ii) any injury in the 2019 season for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2020 season and/or the Extended Injury Protection Benefit applicable to the 2021 season, all such claims, payments, and awards shall be governed by Article 45, Article 13, Section 5(h), and Article 12, Section 2(a)(iii) of the 2011 CBA, which provisions are carried forward without amendment and incorporated by reference in this Agreement as if fully set forth herein, but such carry forward and incorporation is only for the purpose of this Subsection 1(a).

(i) In the case of a claim for the Extended Injury Protection Benefit applicable to the 2021 season, the maximum amount of such Extended Injury Protection Benefit shall be \$575,000.

(b) With respect to any injury in the 2020 season (or any subsequent season) for which the player claims, or is paid or awarded, the Injury Protection Benefit applicable to the 2021 season (or any subsequent season covered by this Agreement) and/or the Extended Injury Protection Benefit applicable to the 2022 season (or any subsequent season covered by this Agreement), all such claims, payments and awards shall be governed by Article 45, Article 13, Section 5(h), and Article 12, Section 2(a)(iii) of this Agreement.

Section 2. Qualification: A player will receive the Injury Protection Benefit in accordance with Section 3 if the player's contract was terminated by his Club and he satisfies all of the criteria below:

(a) The player must have been physically unable, because of a severe football injury in an NFL game or practice, to participate in all or part of his Club's last game of the season of injury, as certified by the Club physician following a physical examination after the last game; or the player must have undergone Club-authorized surgery in the off-season following the season of injury; and

(b) The player must have undergone whatever reasonable and customary rehabilitation treatment the Club required of him during the off-season following the season of injury. The Club shall be responsible for the costs of such reasonable and customary rehabilitation treatment, regardless of whether the player remains employed by the Club during that off-season; and

(c) A player under contract must have failed a physical examination given by his Club for the purpose of determining his eligibility for the Injury Protection Benefit on or before August 1 of the season following the season of injury. A player whose contract has been terminated prior to being given the physical examination contemplated by this Subsection may only be given one such physical exam on or before August 1 of the applicable season. This physical examination referenced in this Subsection must be given by

either the Club physician or a physician designated by the Club so long as the fact that the examination is being given for the purpose of determining the player's eligibility for the Injury Protection benefit is clearly communicated in writing to the player at the time of the physical exam. The Club shall be responsible for any travel and lodging costs associated with such exam.

The physical examination given for qualification for the Injury Protection Benefit need only be that necessary and appropriate to evaluate the injury or injuries for which the benefit is sought. For the avoidance of doubt, nothing in this Section 2(c) shall alter the arbitration precedent concerning the "preseason physical" exam required to qualify for Injury Protection. A Club cannot avoid Injury Protection liability by failing or refusing to perform the exam in a timely manner, provided that the player cooperates in the administration of the physical examination.

(d) If the player's NFL Player Contract for the season of injury expires and the player subsequently signs a contract with the prior Club for the season following the season of injury, the player shall be eligible for the Injury Protection Benefit applicable to that season if all other requirements are satisfied. Conversely, if the same player signs such a contract with a new Club, the player shall not be eligible for the Injury Protection Benefit under that contract.

Section 3. Benefit:

(a) Except as otherwise required by operation of Section 1 above, a player qualifying under Section 2 above will receive an amount equal to 100% of his Paragraph 5 Salary for the season following the season of injury. Notwithstanding the immediately preceding sentence, under no circumstances shall the above-described amount (i.e., 100% of the player's Paragraph 5 Salary) exceed the following maximum payments: \$2,000,000, in the 2021-22 League Year; \$2,050,000, in the 2023-24 League Years; \$2,100,000, in the 2025-26 League Years; \$2,180,000, in the 2027-28 League Years; and \$2,260,000, in the 2029-2030 League Years.

(b) In the event that a player has guaranteed Paragraph 5 Salary in the season after his season of injury and/or the following season, that guaranteed compensation in those two seasons shall offset the amount of the Injury Protection Benefit and Extended Injury Protection Benefit on a dollar for dollar basis. No player may decline payment of any portion of the guaranteed salary provided for in the player's contract to which the player would otherwise be entitled for the purpose of asserting a claim for Injury Protection and/or Extended Injury Protection.

(c) A player will receive no amount of any contract covering the season subsequent to the season following the season of injury, except if he has individually negotiated more injury protection or a larger guaranteed salary in that contract for the affected year in question or if he qualifies for the Extended Injury Protection benefit described below. The benefit will be paid to the player in equal weekly installments commencing no later than the date of the first regular season game, which benefit payments will cease if the player signs a contract for that season with another Club. A player will not be entitled to the Injury Protection Benefit more than once during his playing career in the NFL.

Section 4. Treatment of Injury Protection Benefit Payments: In the 2021 and 2022 League Years, the first \$1,200,000 of any Injury Protection Benefit amount paid to a player shall be charged to the Club’s Team Salary as provided in Article 13, Section 5(h); any remaining amount paid to the player, up to the applicable maximum payment specified in Section 3(a) above, shall be treated as a Player Benefit Cost under Article 12, Section 2(a)(iii). In the 2021-2030 League Years, the maximum payment in any League Year shall be allocated between the Club’s Team Salary and Player Benefit Costs as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Max Payment	\$2,000	\$2,000	\$2,050	\$2,050	\$2,100	\$2,100	\$2,180	\$2,180	\$2,260	\$2,260
Team Salary	\$1,200	\$1,200	\$1,230	\$1,230	\$1,260	\$1,260	\$1,310	\$1,310	\$1,360	\$1,360
Player Benefit	\$800	\$800	\$820	\$820	\$840	\$840	\$870	\$870	\$900	\$900

(all amounts in thousands of dollars)

By way of example, without limitation to other examples, if in the 2021 League Year the player’s Injury Protection Benefit payment equals \$1,900,000 (representing 100% of his Paragraph 5 Salary), the first \$1,200,000 would be charged to Team Salary, and the remaining \$700,000 would be treated as a Player Benefit Cost. If in the 2021 League Year the player’s Injury Protection Benefit payment equals \$850,000 (representing 100% of his Paragraph 5 Salary), the entire amount would be charged to Team Salary. If in the 2021 League Year the player’s Paragraph 5 Salary equals \$3,000,000 and player’s Injury Protection Benefit payment equals \$2,000,000 (representing the maximum payment under Section 3(a) above), the first \$1,200,000 would be charged to Team Salary, and the remaining \$800,000 would be treated as a Player Benefit Cost, as indicated in the “2021” column of the above table.

Section 5. Injury Protection Candidate List: Following each NFL season, the NFL Management Council shall provide the NFLPA with a list of potential “Injury Protection candidates” on each of the 32 NFL Clubs. The Clubs will identify which players may qualify under Section 2(a) and 2(b) of this Article. The list shall identify the Club, player name, applicable category under Section 2(a) of this Article (i.e., whether the player was unable to play in all or part of the last game of the season because of a severe football injury, as certified by the Club Physician following a physical examination after the last game, or whether the player has undergone or is scheduled to undergo Club-authorized offseason surgery), and the injury or injuries that caused the player to be included on the list. The NFL Management Council shall provide such list to the NFLPA by February 15th (for non-playoff Clubs) and March 1st (for playoff Clubs). The NFL Management Council shall thereafter between March 1st and July 31st provide the NFLPA with periodic updates as the updates are received from the Clubs. A player’s inclusion on a Club’s list, or absence from a Club’s list, is not a presumption that the player qualifies for, or does not qualify for, the Injury Protection benefit under Section 2(a) and Section 2(b) of this

Article in any Non-Injury Grievance hearing pursuant to Article 43 of this Agreement for the Injury Protection benefit.

Section 6. Disputes:

(a) Any dispute under this Article will be processed under Article 43. In any grievance in which the NFLPA or a player is claiming an Injury Protection benefit, the NFLPA or the player may contend that the player should not have passed a physical examination given pursuant to Section 2(c) of this Article by his current or former Club on or before August 1 of the season following the season of a player's injury. In any such grievance, with respect to a player who remains under contract to the Club at the time his physical examination given pursuant to Subsection 2(c) of this Article, the NFLPA or the player may introduce evidence from a second opinion physician, provided that such physician conducted his examination of the player by August 15 or within fourteen days of written notice by the Club to the player that the player passed the examination given for this Article, whichever is later. With respect to a player whose contract has been terminated at the time of the physical examination given pursuant to Section 2(c) of this Article, the NFLPA or the player may introduce evidence from a physician selected by and paid for by the player regarding the player's physical condition at the time of the Club's physical exam, provided that such physician conducted his examination of the player by August 15 or within fourteen days of written notice by the Club to the player that the player passed the examination given for this Article, whichever is later. For the avoidance of doubt, unless player remains under contract with the Club, neither the NFL nor the Club shall be obligated to pay for the second opinion physician's examination of the player for purposes of this Article. Any such evidence will be considered with the evidence from the Club physician, and the arbitrator shall give no special deference to the evidence presented by either physician. If the NFLPA prevails in such a grievance, then the requirements of Section 2(c) above shall be deemed to have been satisfied.

(b) Beginning in the 2021 League Year (for a 2020 injury), in any Non-Injury Grievance pursuant to Article 43 of this Agreement concerning a player's claim for the Injury Protection Benefit, the Club and the Management Council may assert as an affirmative defense that the player failed to make a full and complete disclosure of his physical or mental condition in connection with a physical examination if the Club can demonstrate that (1) the player affirmatively misrepresented or omitted from his medical history when questioned (either orally or in writing) in connection with a physical examination that he: (A) had a surgical procedure for an injury, or (B) missed game(s) due to injury; (2) the player subsequently suffered a new injury related to the prior injury (i.e., same body part); and (3) the new injury was materially and directly related to the injury giving rise to the player's entitlement to the Injury Protection Benefit.

For the avoidance of doubt, this provision shall only apply to a player's claim for Injury Protection pursuant to this Article. No party may argue that this provision applies to or defines the special defense set forth in Article 44, Section 3(a)(2) of this Agreement.

Section 7. Extended Injury Protection Qualification: A player who has qualified for and received the Injury Protection Benefit set forth in Sections 2 and 3 above (or would have so qualified and received Injury Protection except for the offset of his guaranteed

compensation), and has a Player Contract for the second season following the season of injury shall qualify for the Extended Injury Protection Benefit if he satisfies all of the criteria below:

(a) The player must have remained physically unable, because of the same severe football injury or injuries or Club-authorized surgery for which he qualified for the Injury Protection benefit, to play football as certified by the Club physician following a physical examination within sixty (60) days of his former Club's last regular season game of the season following the season of injury, if such examination is requested by the player's former Club;

(b) The player must have continued to undergo whatever reasonable and customary rehabilitation treatment his former Club required of him. Following the physical examination referenced in Section 7(a) above, the Club may require Player to submit to a reasonable number of physical examinations. Such examinations directed by the Club may take place in the Club city or in another location designated by the Club; and

(c) The player must have failed a physical examination given by his former Club prior to June 1st of the season for which he is seeking the Extended Injury Protection benefit. This physical must be given by either the Club physician or a physician designated by his former Club so long as the fact that the examination is being given for the purpose of determining the player's eligibility for the Extended Injury Protection benefit is clearly communicated in writing to the player at the time of the physical exam. A Club cannot avoid Extended Injury Protection liability by failing or refusing to perform the exam in a timely manner, provided that the player cooperates in the administration of the physical examination.

(d) Notwithstanding anything to the contrary in this Section, if a player qualifies for and receives the Injury Protection Benefit pursuant to this Article, and the player subsequently signs a contract with the prior Club for the second season following the season of injury, the player shall be eligible for the Extended Injury Protection Benefit applicable to that season if all other requirements are satisfied. Conversely, if the same player subsequently signs a contract with a new Club for the second season following the season of injury, the player shall not be eligible for the Extended Injury Protection Benefit under that contract.

Section 8. Extended Injury Protection Benefit:

(a) Except as otherwise required by operation of Section 1 above, a player qualifying under Section 7 above will receive an amount equal to 100% of his Paragraph 5 Salary for the second season following the season of injury. Notwithstanding the immediately preceding sentence, under no circumstances shall the above-described amount (i.e., 100% of the player's Paragraph 5 Salary) exceed the following maximum payments: \$1,000,000, for the 2022 League Year; \$1,025,000, for the 2023-24 League Years; \$1,050,000, for the 2025-26 League Years; \$1,090,000, for the 2027-28 League Years; and \$1,130,000, for the 2029-30 League Years unless he has an individually negotiated contract that provides an Extended Injury Protection amount or guaranteed salary amount that exceeds the player's maximum Extended Injury Protection entitlement for the applicable League Year.

(b) The benefit will be paid to the player in equal weekly installments commencing no later than the date of the first regular season game, which benefit payments will cease if the player signs a contract for that season with another Club. A player will not be entitled to the Extended Injury Protection Benefit more than once during his playing career in the NFL, and such Extended Injury Protection Benefit shall be reduced by any salary guaranteed to the player for the second season following the season of injury.

Section 9. Treatment of Extended Injury Protection Benefit Payments: In the 2022 League Year, the first \$575,000 of any Extended Injury Protection Benefit amount paid to a player shall be charged to the Club’s Team Salary as provided in Article 13, Section 5(i); any remaining amount paid to the player, up to the applicable maximum payment specified in Section 8(a) above, shall be treated as a Player Benefit Cost under Article 12, Section 2(a)(iii). In the 2022-2030 League Years, the maximum payment in any League Year shall be allocated between the Club’s Team Salary and Player Benefit Costs as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Max Payment	\$1,000	\$1,025	\$1,025	\$1,050	\$1,050	\$1,090	\$1,090	\$1,130	\$1,130
Team Salary	\$575	\$590	\$590	\$605	\$605	\$625	\$625	\$645	\$645
Player Benefit	\$425	\$435	\$435	\$445	\$445	\$465	\$465	\$485	\$485

(all amounts in thousands of dollars)

By way of example, without limitation to other examples, if in the 2022 League Year the player’s Extended Injury Protection Benefit payment equals \$900,000 (representing 100% of his Paragraph 5 Salary), the first \$575,000 would be charged to Team Salary, and the remaining \$325,000 would be treated as a Player Benefit Cost. If in the 2022 League Year the player’s Extended Injury Protection Benefit payment equals \$518,000 (representing 100% of his “down” amount Paragraph 5 Salary under a “split contract”), the entire amount would be charged to Team Salary. If in the 2022 League Year the player’s Paragraph 5 Salary equals \$3,000,000 and player’s Extended Injury Protection Benefit payment equals \$1,000,000 (representing the maximum payment under Section 8(a) above), the first \$575,000 would be charged to Team Salary, and the remaining \$425,000 would be treated as a Player Benefit Cost, as indicated in the “2022” column of the above table.

Section 10. Extended Injury Protection Disputes:

(a) Any dispute under this Article will be processed under Article 43. In any grievance in which the NFLPA or a player is claiming an Extended Injury Protection benefit, the NFLPA or the player may contend that the player should not have passed the physical examination referenced in Subsection 7(c). In any such grievance, the NFLPA or the player may introduce evidence from a physician selected by and paid for by the player regarding the player’s physical condition at the time of the physical exam, provided that such physician conducted his examination of the player within fourteen days of the examination. Any such evidence will be considered with the evidence from the Club physician, and the arbitrator shall give no special deference to the evidence presented by either physician. If the

NFLPA prevails in such a grievance, then the requirements of Section 7(c) above shall be deemed to have been satisfied.

(b) Beginning in the 2022 League Year (for a 2020 injury), in any Non-Injury Grievance pursuant to Article 43 of this Agreement concerning a player's claim for the Extended Injury Protection Benefit, the Club and the Management Council may assert as an affirmative defense that the player failed to make a full and complete disclosure of his physical or mental condition in connection with a physical examination if the Club can demonstrate that (1) the player affirmatively misrepresented or omitted from his medical history when questioned (either orally or in writing) in connection with a physical examination that he: (A) had a surgical procedure for an injury, or (B) missed game(s) due to injury; (2) the player subsequently suffered a new injury related to the prior injury (i.e., same body part); and (3) the new injury was materially and directly related to the injury giving rise to the player's entitlement to the Injury Protection Benefit

For the avoidance of doubt, this provision shall only apply to a player's claim for Extended Injury Protection pursuant to this Article. No party may argue that this provision applies to or defines the special defense set forth in Article 44, Section 3(a)(2) of this Agreement.

Section 11. Workers' Compensation Offset: If a player elects to receive benefits under this Article, it is agreed that for the term of this Agreement fifty percent (50%) of all Injury Protection and Extended Injury Protection benefits are of the same character as, and are the functional equivalent of, a workers' compensation indemnity benefit, and the Club paying this benefit and/or its insurer shall be entitled to a dollar-for-dollar offset in an amount equal to fifty percent (50%) of the Injury Protection payments, including Injury Protection and Extended Injury Protection grievance settlements and awards, against any state workers' compensation indemnity award to which the player is or may become entitled to, including, but not limited to, temporary disability, wage loss, impaired earning capacity and permanent disability benefits, provided that there shall be no offset against a workers' compensation award of any medical coverage. For example, and without limitation, if a player qualifies to receive \$200,000 in Injury Protection benefits pursuant to Section 3 and \$150,000 in Extended Injury Protection benefits pursuant to Section 8, it is agreed that \$100,000 of the Section 3 amount and \$75,000 of the Section 8 amount (or \$175,000 cumulatively) when paid, shall be the offset under this Section as described in the first sentence of this Section. This offset applies with regard to workers' compensation claims arising out of any injury with the Club whether such injury is acute or cumulative in nature provided that the injury that is the subject of the player's Injury Protection payment (and, if applicable, his Extended Injury Protection payment) is the principal basis for the player's workers' compensation award. The parties further agree that if, despite the terms of this Section and the parties' clear intent to treat fifty-percent (50%) of Injury Protection and Extended Injury Protection benefits as a payment of workers' compensation, a state court or other competent authority nevertheless renders a decision or other determination resulting in an outcome inconsistent with the full coordination of Injury Protection, Extended Injury Protection, and workers' compensation benefits pursuant to this Section 11, then the Non-Injury Grievance Arbitrator shall have authority to immediately remedy any over-payment that results from said decision.

Section 12. Filing: Any player filing a claim for the Injury Protection benefit must follow the procedure set forth in Article 43. For purposes of this Article only, a grievance must be initiated by October 15th of the League Year in which the Injury Protection benefit is being claimed. A player requesting the Extended Injury Protection benefit must notify his former Club and the NFL in writing by January 31 (following his former Club's last regular season game of the season following the season of injury) that he believes he remains physically unable to play football. By submitting such written affirmation of his continued injury, the player will be deemed to have filed a claim for the Extended Injury Protection benefit provided for in this Article. If the claim is contested by the Club in writing, Player's written affirmation will automatically be deemed to constitute a non-injury grievance. Club's written notice denying the claim will be deemed the answer to the grievance and the Club may then order Player to submit to a physical examination as set forth in Section 7(a) above. By December 15 of each season covered under this Agreement, the NFL agrees to provide the NFLPA with a list of players who received, or filed a grievance for, Injury Protection for that season.

Section 13. Costs: Any reasonable costs associated with a player's reasonable and customary rehabilitation as set forth in Sections 2(b) and 7(b) of this Article, and reasonable travel to and from any medical examination performed at the Club's request as provided for in this Article shall be paid for by the Club.