



NATIONAL FOOTBALL LEAGUE

Lawrence P. Ferazani, Jr.
Deputy General Counsel, Labor

August 3, 2020

Via Email

DeMaurice Smith
Executive Director
NFL Players Association
1133 20th Street, N.W.
Washington D.C. 20036

Re: COVID-19 Related Operational Adjustments

Dear DeMaurice:

This letter reflects the parties' agreement regarding a Collective Bargaining Agreement ("CBA") Amendment with respect to certain operational adjustments for the 2020 and 2021 League Years in light of the COVID-19¹ pandemic. Unless otherwise agreed to by the parties, these adjustments shall only be in effect for the 2020 and 2021 League Years.

1. *Practice Squad Expansion/Eligibility.*

a. The Practice Squad size limit under Article 33, Section 1(a) shall be increased to sixteen (16) players per Club.

b. The eligibility requirements under Article 33, Section 4 shall be deemed amended to permit a Club to have a maximum of six (6) free agent players with no limitations as to their number of earned Accrued Seasons on the Club's Practice Squad.

c. The special Practice Squad rules for the 2020 League Year shall also apply in the 2021 League Year if any NFL–NFLPA COVID-19 Testing and Treatment Protocols are in effect for the 2021 League Year.

2. *Practice Squad Protected List.* Each Club may, after 4:00 pm New York time on the Tuesday of a regular season week in which it is scheduled to play a game (not

¹ Whenever this document refers to COVID or COVID-19, it is also intended to encompass coronavirus and related conditions.

the Club's "bye week"), designate up to four (4) members of the Club's Practice Squad as "Protected" players who shall not be eligible to sign a Player Contract with any other Club until the day following the Protecting Club's next regular season game. Clubs shall promptly notify such players of their designation as "Protected" players. If the next regular season game is a Monday Night game, the player will be eligible to sign a Player Contract with another Club the following Tuesday and Wednesday (until 4:00 pm New York time) even if the Player is again designated one of the Club's Protected players the following week.

3. *Reserve/Injured Designated for Return.*

a. Each Club will be permitted to return to its Active/Inactive List an unlimited number of players placed on either the Reserve/Injured or the Reserve/Non-Football Injury/Illness List after 4:00 p.m., New York time, on Sunday, September 6 (the day following the roster reduction to 53 players).

b. The designated for return procedures shall be modified to provide that players will be eligible to return to practice and/or to the Active/Inactive List after three (3) regular season games or postseason weeks following placement on Reserve.

c. Once a player has been designated to return to practice, a Club shall have a maximum of twenty-one (21) days to activate the player to the Active/Inactive List.

4. *Reserve/COVID-19 and Corresponding Exemptions/Roster Moves.*

a. There shall be an additional Roster designation of Reserve/COVID-19.

b. Following the opening of Training Camp, Clubs must immediately report to the League Office the names of any players under the mandatory testing/quarantine requirements of the NFL-NFLPA Testing and Treatment Protocols or who have tested positive for coronavirus (regardless of whether or not the player is symptomatic). The League Office shall then confirm that the player will be placed on a Reserve/COVID-19 list. There shall be no further medical information provided (e.g., whether player is on such list due to a positive test or quarantine).

c. Such player shall remain on the Reserve/COVID-19 list for a minimum period commensurate with the applicable mandatory testing and/or quarantine time required by the NFL-NFLPA Testing and/or Treatment Protocols to clear that player.

d. Clubs shall promptly report medical clearance by the Club Physician of any player diagnosed as having coronavirus or a COVID-19 related condition (applying the standard outlined in the NFL-NFLPA Treatment Protocol) and such player shall immediately be eligible to be placed on the Club's Active/Inactive List, subject to the exemptions referenced below.

e. If a player had been on Reserve/COVID-19 for less than four games, the Club will receive an exemption for one day for each game that the player missed. If the player had been on Reserve/COVID-19 for four games the club will be eligible for a one-game exemption. If the player had been on Reserve/COVID-19 for five or

more games, the club will receive a two-game exemption. For clarification purposes, a bye week counts as a game. For avoidance of doubt, the player will continue to be paid his salary while on exemption pursuant to this Paragraph 4.e.

f. If a player on the club's Active/Inactive List is placed on the Reserve/COVID-19 list prior to the applicable deadline for the regular season game in question, the Club may replace the player on its Active/Inactive List by means of any approved player transaction (e.g., signing a free agent; signing a Practice Squad player from the Club's or another Club's Practice Squad; or elevating one of the Club's own Practice Squad players pursuant to Article 33, Section 5).

g. *Practice Squad Elevations Prior To Game Transaction Deadline.* Notwithstanding Article 33, Section 5, a Practice Squad player elevated under the prior paragraph to replace a player who was placed on the Reserve/COVID-19 list may be elevated at any time prior to the Saturday 4:00 pm transaction deadline. In addition, a Club may elevate, on a one-for-one basis, a Practice Squad Player to replace a player for whom the diagnosis (or need for preventative quarantine) was made or confirmed after the Saturday 4:00 pm deadline provided that the elevation is reported to the League office at least 90 minutes prior to kickoff. The elevations described in this Paragraph shall not count against the two elevations limit set forth in Article 33, Section 5.

h. *Contagious Disease Addendum.* The Contagious Disease Addendum (as set forth in CBA Appendix J) shall be deemed amended to permit a Club to elevate a Practice Squad player, on a one-for-one basis, should that Club have a player(s) unavailable due to COVID-19 or any other infectious disease covered by the Addendum, and provided that: (i) the diagnosis (or need for preventative quarantine) was made or confirmed after the applicable deadline for player transactions for the game for which the Practice Squad Player is to be elevated (e.g., after 4:00 p.m., New York Time, on Saturday for a Sunday game); and (ii) the elevation is reported to the League Office at least 90 minutes prior to kickoff. A Practice Squad player elevated pursuant to this Paragraph shall not count against the two elevations limit set forth in Article 33, Section 5.

5. *Potential Future COVID-Related Benefit/NFL Hospital Network*

a. In the first League Year in which Benefits eliminated pursuant to the Parties' letter agreement entitled "COVID/AR related issues" are reinstated (or any League Year thereafter), the NFLPA may develop a special Benefit to address any ongoing illness, injury or condition still affecting players who played in the 2020 (or 2021) season (i.e., who did not opt out) and who tested positive for COVID-19 or a COVID-19 related condition (applying the standard outlined in the NFL-NFLPA Treatment Protocol) during such season. Such Benefit will be similar to the Article 60 Neurocognitive Benefit in that it will: (i) count as a Benefit cost; and (ii) require applicants to execute a waiver releasing the NFL, Clubs and all related parties from any claims related to COVID-19 or a COVID-19 related condition to qualify for such Benefit. NFL approval of such Benefit shall not be unreasonably withheld.

b. The parties also agree to negotiate in good faith regarding whether and how the NFL Hospital Network could provide defined services for players (vested and non-

vested) suffering from COVID-19 or COVID-19 related conditions when the Network comes on-line in future seasons.

6. *Confidentiality of Player Information.*

a. Clubs are not permitted to comment on a player's medical status other than referring to roster status. Clubs may not disclose whether player is in quarantine or tested positive for COVID-19 or a COVID-19 related condition.

b. Clubs, Club personnel, other players and player-agents are not permitted to disclose a player's reason for placement on Reserve/COVID-19 or a player's status with regard to such illness.

c. Players are permitted to disclose their own medical information. After a player makes his status/condition/diagnosis public, the Club is permitted to comment and/or confirm player's statement.

7. *Waivers/Consent Forms/Outside Medical Treatment*

a. Clubs may not request/require a player to sign waivers or informed consent forms pertaining to COVID-19 or a COVID-19 related condition and Club Physicians may not request/require a player to sign any waiver or informed consent form pertaining to COVID-19 or a COVID-19 related condition except for any informed consent form agreed to by the parties pursuant to Paragraph 7.b below.

b. The parties will negotiate in good faith to jointly develop an informed consent form related to the treatment and care of coronavirus-related conditions that Club Physicians may provide to players under their care.

8. *Players' Right To Seek Medical Care Elsewhere.* Players have the right not to use the Club Physician for treatment of COVID-19 or a COVID-19 related condition, provided that a player must: (1) promptly disclose to the Club Physician if he is tested for coronavirus; (2) promptly provide the results of such testing to the Club Physician; (3) promptly advise the Club Physician regarding any positive tests of any individuals with whom the player cohabitates; and (4) keep the Club Physician updated regularly regarding treatment and progress of care.

9. *Football-Related Injury*

a. If a player is either (i) diagnosed positive for coronavirus (or has a resulting and/or related illness) or (ii) is subject to quarantine/mandatory testing because of a potential exposure, if at any point during the period that is: (1) after the player's first two (within 48 hours) COVID-19 tests with the Club; and (2) prior to the player's exit physical or within five days of the player's last game with the Club (whichever is later), then the Player shall be deemed to have sustained an illness arising out of the course of his employment as a football player for such period as he may be unable to train, practice or play due to such condition. Such condition shall be treated as a football-related injury for all purposes under the CBA and his Player Contract. For purposes of clarity, any player who tests negative upon completion of the required pre-entry virus testing during the in-take and initial screening process

(including second screening test), who subsequently tests positive for coronavirus during the season, will be deemed injured due to a football activity (subject to the challenge provision outlined in Paragraph 9.b below), and all CBA and other legal rights and benefits connected to that status will apply (e.g., Injury Protection, workers compensation, disability).

b. The NFL may seek to rebut the football-related designation of Paragraph 9.a if it can prove in a Non-Injury grievance that the player's positive test resulted from his High-Risk COVID-19 Conduct, defined as any of the following:

- (i) Attending an indoor night club (unless player is wearing PPE and there are no more than 10 people in the club)
- (ii) Attending an indoor bar (other than to pick up food, or unless player is wearing PPE and there are no more than 10 people in the club)
 - a. For clarity, a "bar" does not include an establishment that offers food service and which a player attends primarily for food service even if the establishment also includes a full-service bar.
- (iii) House gatherings of more than fifteen (15) people without the player and all guests wearing masks or PPE or where social distancing for the more than ten people is impossible.
- (iv) Attending an indoor music concert/entertainment event
- (v) Attending a professional sporting event (other than applicable NFL games or events, or unless the player is seated in a separated seating section, such as a suite or owner's box, is wearing PPE, and there are no more than 10 people in that separate seating section)
- (vi) Attending an event that is prohibited by state and/or local regulation, executive order or law implemented due to COVID-19.

c. Unless a Club prevails in a grievance challenge pursuant to Paragraph 9.b, Clubs may not challenge whether a football-related coronavirus diagnosis constitutes a workplace injury for purposes of workers' compensation.

10. *Entry Physical/Failed Physical Designation if COVID Positive.*

a. A player who tests positive during the onboarding process set forth in the parties' protocols (i.e., who tests positive on one or more of the initial two COVID-19 tests) shall be given at least fourteen (14) days to recover and be permitted to enter the Club facility for his preseason physical examination. During this period, Club may not terminate player's contract. If, during this 14-day period, the player fails to test negative or otherwise qualify to return to work pursuant to the COVID-19 protocols, the Club may place the player on Active/NFI or terminate his Player Contract.

b. If the player can prove that his COVID-positive test during the onboarding process was the result of traveling to the Club city, the player's illness will be treated as football-related.

11. *Discipline Related to COVID-19 Conduct.*

- (i) Clubs may discipline players for conduct detrimental for engaging in the specific High-Risk COVID-19 Conduct listed in Paragraph 9.b above

provided that the Clubs also apply comparable discipline to Tier 1 and Tier 2 non-player employees who engage in such High Risk COVID-19 Conduct (including coaches and trainers). Clubs may assess discipline for such violations based upon the severity of such violation. Pursuant to Article 43, player and/or NFLPA may challenge whether or not he engaged in such conduct and/or whether the discipline imposed by the Club was warranted by the conduct, consistent with all applicable principles and standards that apply to Club discipline pursuant to Article 43.

- (ii) A Club may impose discipline upon any player who violates the following requirements of the NFL-NFLPA COVID-19 Protocols, provided that the Club also applies comparable discipline to non-player employees who engage in such conduct: (1) refusal to submit to required virus testing under the Screening and Testing Protocol after being warned; (2) refusal to wear a mask or PPE in accordance with the COVID-19 Protocols after being warned; (3) refusal to wear the Kinexon Proximity Recording tracking device required by the Treatment Protocol after being warned; or (4) refusal to maintain physical distancing in club facilities or during travel as required by the COVID-19 Protocols after being warned. The fines for conduct listed in subparagraphs(ii)(2) - (4), above shall be pursuant to Article 42, Section 1(b)(x) for a missed mandatory meeting, with a maximum of \$14,650, and shall adhere to progressive discipline consistent with Article 42 Section 1(a). The Club may discipline a player for conduct listed in subparagraph (ii)(1) above (refusal to submit to required virus testing under the Screening and Testing Protocol after being warned) in the maximum amount of \$50,000 for a first offense and discipline thereafter may rise to the level of Conduct Detrimental for any subsequent offense.
 - a. The Club must publish and make available to players a complete list of the discipline that can be imposed upon players for the COVID-19 related violations listed in subparagraphs (ii) (1)-(4) above and may do so by indicating that the conduct in question shall be deemed a violation of reasonable Club rules, after the required warning. The Club must include the conduct listed in paragraph 9 above in the Conduct Detrimental section of its Club Discipline Schedule, which violations shall be subject to discipline pursuant to Article 42, Section 1(b)(xvii).
 - b. Player may challenge pursuant to Article 43, whether or not he engaged in such conduct and/or whether the discipline imposed by the club was warranted by the conduct, consistent with all applicable principles and standards that apply to Club discipline pursuant to Article 43.
 - c. Player and/or NFLPA also expressly reserve the right to challenge the imposition of all COVID-19 related conduct discipline for conduct detrimental to the Club based upon the absence of just cause and/or any other allowable bases for opposing discipline.
- (iii) The Commissioner shall impose appropriate discipline on Clubs that fail to impose discipline on Tier 1 and Tier 2 non-player Club personnel (such as coaches, members of the medical staff, and athletic trainers)

who engage in any of the High-Risk COVID-19 Conduct as defined in Paragraph 9.b above or any of the other COVID-related conduct that is listed in subparagraphs (ii)(1)-(4) above.

- (iv) A Club may not impose any discipline on players for COVID-19 related conduct other than as set forth in this Paragraph 11.
- (v) If the NFL-NFLPA COVID-19 Testing and Treatment Protocols are in effect for the 2021 season, these discipline provisions may apply to the 2021 season as well. Otherwise, these provisions are in place for the 2020 season only.

12. *Player Opt-Outs.* Players may opt out of participating in the 2020 NFL season in accordance with the following requirements.

a. *Voluntary Opt-Out.* Every player under a Player Contract for the 2020 season has the right to elect to opt out of participating in NFL football for the 2020 season, subject to the following requirements:

(i) *Written Notice/Timing.* The player must provide to the Club written notice of his election to opt out by Thursday, August 6, 2020 at 4 PM New York Time.

(ii) *Irrevocable Effect of Notice.* Such written notice shall be irrevocable.

(iii) *Tolling of Player Contract.* Upon submission of the notice, the player's Player Contract shall toll for the season in which the player has opted out, and all provisions of that Contract for the tolled year shall be applicable the following season except that no player shall be paid any of the same compensation for the same work (e.g., the same signing bonus, option bonus, or roster bonus etc.). Notwithstanding the above, a player may earn an additional bonus for work performed a second time with respect to the tolled contract year (e.g., an offseason workout bonus in 2021 after the contract has been tolled for 2020, hitting a 2020 weight target bonus in 2021, etc.).

(1) Signing Bonus proration will shift with the tolled contract. For instance, if a player has a six-year contract that expires in 2021, his last year of proration will be 2020. However, if he opts out, his proration will be shifted to 2021. If a player has proration in each of the three remaining years of his contract (2020—22) and he opts out, his 2020 proration will shift to 2021, his 2021 proration will shift to 2022, and his 2022 proration will shift to 2023. In no situation will a contract's proration be double counted in 2021 or any other year. This rule would apply to both effective and renegotiated contracts for which there is 2020 proration. This treatment is limited to tolling due to a player electing to take a COVID optout. Contracts that toll for other reasons will not be subject to the same treatment.

(2) If a player has forfeitable allocations (e.g., due to an earned roster bonus in 2020), those allocations will shift forward to 2021 for potential forfeiture purposes only. The Team Salary charge will remain in 2020. For avoidance of doubt, conduct that occurs during the 2020 contract year would, following tolling, no longer be eligible to trigger forfeiture of 2020 proration as there would no longer be such a proration in 2020.

(iv) *No Credited or Accrued Seasons.* The player shall not receive any Credited or Accrued Seasons for the season of his opt out.

(v) *Opt-Out Stipend.* A player who voluntarily opts out and who earned a Credited Season in the prior League Year or who was a Drafted Player in the 2020 NFL Draft shall be eligible to receive an opt-out stipend of \$150,000, which shall not be offset by any other already earned compensation, and shall be deemed (and treated as) a Salary advance against his tolled Player Contract. The Salary in the tolled Player Contract shall not continue to count against the Salary Cap in the year in which the Player Contract is tolled, but it shall count against the Salary Cap in the year following the player's opt-out season. For avoidance of doubt, the advance may be recovered through any Paragraph 5 Salary earned in the year following the player's opt-out season, provided that said Paragraph 5 Salary is earned with the Club with whom the player opted out. The Stipend shall count against the Club's Salary Cap during the year-end netting process (for example, it will count as if it was a NLTBE that was earned). The Stipend will also count toward Cash Spending in the opt-out year. Such players shall also be entitled to health insurance under Article 58.

(vi) *No Discipline for Opting Out.* A player shall not be subject to any forfeiture, claim for breach/voiding of his Player Contract, or Club or League discipline based on his decision to opt out, provided that, if the player fails to timely report at the start of the 2021 Mini-Camp (without permission from the Club to do so and without invoking any Opt-Out procedure available in 2021) or is otherwise in breach of his NFL Player Contract for other reasons, the League and Club retain all rights related to forfeiture, discipline, and other remedies under the CBA and Player Contract.

(vii) *Changed Circumstances Voluntary Opt-Out.* Notwithstanding the foregoing, should a close family member of the player die or be hospitalized, or otherwise required to be moved to a medical facility as a result of COVID-19 or COVID-19 related conditions, the player will be considered a "Changed Circumstances Opt-Out" player who is eligible to elect to opt out of participating in NFL football as of that time. In such circumstances, the player's stipend under this Paragraph will be offset by any Paragraph 5 Salary that he had earned prior to his Changed Circumstances Opt-Out, and his contract will toll if he opts out prior to one regular season game being played.

(viii) A player under tender who has not signed his contract may opt out and may also receive a stipend as a cash advance. However, such a player would remain under the same tender at the club's option the following year that he received in his opt out year.

(ix) If an unsigned Franchise Player opts out, he will remain under the same tender for the League Year following his opt out. He will not receive 120% or 144% treatment of the previous Franchise tender amount. He shall be eligible to receive a stipend as a salary advance. His Club will retain use of their 2021 Franchise/Transition tag.

(x) A player under tender who: (a) does not sign; and (b) does not opt out would be subject to the existing procedures regarding his tender (e.g., Le'Veon Bell).

(xi) If an unsigned drafted rookie opts out, he may not re-enter the Draft the following year and will still be subject to the Draft Rights of his drafting Club the following year. If a player drafted in 2020 opts out before signing, and eventually signs his rookie contract in 2021, his contract shall still count toward the 2020 Rookie Pool.

(xii) *Suspended Players*- A player who opts out while under suspension, or that is suspended during his opt out year, will serve his suspension upon expiration of his opt out period.

(xiii) *2021 Opt-Out*. The parties agree that if conditions are substantially similar to those in effect today due to COVID-19, requiring continued application of special protocols for the 2021 season, there will be voluntary opt out and Higher Risk Player opt out rights for players that season. However, the parties will negotiate in good faith to agree upon the specific terms and eligibility criteria to exercise such opt out rights based upon subsequent events.

b. *Higher-Risk Player Opt-Outs*.

(i) *Definition*. A player with a confirmed diagnosis of one or more of the following CDC-defined risk factors that was disclosed to his club by being documented in his NFL Player Medical Record at the time of this Agreement shall be deemed a "Higher-Risk Player": (1) cancer; (2) chronic kidney disease; (3) COPD; (4) immunocompromised state from solid organ transplant; (5) serious heart condition such as heart failure, coronary artery disease, or cardiomyopathies; (6) sickle cell disease; (7) Type 2 diabetes mellitus; (8) cerebrovascular disease (affects blood vessels and blood supply to the brain); (9) cystic fibrosis; (10) immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines; (11) neurologic conditions, such as dementia; (12) liver disease; (13) pulmonary fibrosis (having damaged or scarred lung tissues); (14) asthma (moderate-to-severe); or (15) hypertension.

a. For undrafted rookies, the confirmed diagnosis must be in the player's medical records provided to the Club at the time of his signing or have been specifically disclosed to the Club by the player or his representative prior to the player's signing.

(ii) *Right to Opt-Out*. A Higher-Risk player may elect to opt out of participating in NFL football for the 2020 season by providing written notice to his Club that he is opting out for the 2020 NFL Season and believes that he qualifies as a "Higher Risk Opt-Out" and identifying the condition for which he qualifies for the Higher Risk opt out by Thursday, August 6, 2020 at 4 PM New York Time.

(iii) *Irrevocable Effect of Notice and Higher Risk Opt-Outs Based on Changed Circumstances*. A written notice to opt out by a Higher Risk player shall be irrevocable. Such notice must be given for the 2020 season by Thursday, August 6, 2020 at 4 PM New York Time. Notwithstanding the above, a player who did not opt out by the applicable date who receives a new diagnosis that he suffers from one of the Higher Risk factors in Paragraph 12.b(i) above after the applicable opt out date, may qualify as a Changed Circumstance Higher Risk Player. Such a player may decide to opt out within one (1) week of receiving such a new higher risk diagnosis

and he will thereafter qualify for the same treatment described herein of a Higher Risk player, except that his stipend would be offset by any Paragraph 5 or Paragraph 4 salary he earned up to that point during the season and his contract would not toll.

(iv) *Tolling of Player Contract.* Upon submission of the opt out notice, the Higher Risk player's Player Contract shall toll for the season in which he has opted out and all provisions of that Contract for the tolled year shall apply the following season except that no player shall be paid any of the same compensation for the same work (e.g., the same signing bonus, option bonus, roster bonus, etc.). Notwithstanding the above, a player may earn an additional bonus for work performed a second time with respect to the tolled contract year (e.g., an offseason workout bonus in 2021 after the contract has been tolled for 2020, hitting a 2020 weight target bonus in 2021, etc.).

(1) Signing Bonus proration will shift with the tolled contract. For instance, if a player has a six-year contract that expires in 2021, his last year of proration will be 2020. However, if he opts out, his proration will be shifted to 2021. If a player has proration in each of the three remaining years of his contract (2020—22) and he opts out, his 2020 proration will shift to 2021 his 2021 proration will shift to 2022, and his 2022 proration will shift to 2023. In no situation will a contract's proration be double counted in 2021 or any other year. This rule would apply to both effective and renegotiated contracts for which there is 2020 proration. This treatment is limited to tolling due to a player electing to take a COVID optout. Contracts that toll for other reasons will not be subject to the same treatment.

(2) If a player has forfeitable allocations (e.g., due to an earned roster bonus in 2020), those allocations will shift forward to 2021 for potential forfeiture purposes only. The Team Salary charge will remain in 2020. For avoidance of doubt, conduct that occurs during the 2020 contract year would, following tolling, no longer be eligible to trigger forfeiture of 2020 proration as there would no longer be such a proration in 2020.

(v) *Credited or Accrued Seasons.* Notwithstanding the tolling of his Player Contract, a Higher-Risk Opt-Out player shall receive a Credited and Accrued Season for the season of his opt out. Such players shall also be entitled to health insurance under Article 58.

(vi) *Higher-Risk Player Opt-Out Stipend.* A Higher-Risk Opt-Out player shall be eligible to receive a stipend of \$350,000, which shall not be offset by any other earned compensation or treated as a salary advance. The Stipend shall count against the Club's Salary Cap in his opt-out year during the year-end netting process. (For example, it will count as if it was a NLTBE that was earned), except that any stipend paid to a Higher-Risk Player who is an Undrafted Rookie Free Agent shall be counted as a Player Benefit Cost and does not count towards the Club's Salary Cap (as otherwise described herein). The Stipend will also count toward Cash Spending in the opt-out year. The Salary set forth in the Higher Risk Player's Contract shall not continue to count against the Salary Cap during the year of the tolled Player Contract and instead shall count against the Salary Cap the following year.

(vii) *No Discipline for Opting Out.* A Higher-Risk Player shall not be subject to any forfeiture, claim for breach/voiding of his Player Contract, or Club or League

discipline based on his decision to opt out, provided that, if the player fails to timely report at the start of Mini-Camp the following season (without permission from the Club to do so and without invoking any Opt-Out procedure in effect for the 2021 season) or is otherwise in breach of his NFL Player Contract for other reasons, the League and Club retain all rights related to forfeiture, discipline, and other remedies under the CBA and Player Contract.

(viii) A player under tender who has not signed his contract may opt out and may also receive a stipend. However, such a player would remain under the same tender at the club's option the following year that he received in his opt out year.

(ix) If an unsigned Franchise Player opts out, he will remain under the same tender for the League Year following his opt out. He will not receive 120% or 144% treatment of the previous Franchise tender amount. He shall be eligible to receive a stipend. His Club will retain use of their 2021 Franchise/Transition tag.

(x) A player under tender who: (a) does not sign; and (b) does not opt out would be subject to the existing procedures regarding his tender (e.g., Le'Veon Bell).

(xi) If an unsigned drafted rookie opts out, he may not re-enter the Draft the following year and will still be subject to the Draft Rights of his drafting Club the following year. If a player drafted in 2020 opts out before signing, and eventually signs his rookie contract in 2021, his contract shall still count toward the 2020 Rookie Pool.

(xii) *Dispute Mechanism.* If there is a dispute as to whether a player qualifies as a Higher Risk player, the Club may file an expedited Non-Injury Grievance within 72 hours of receipt of player's written notice of intention to opt out identifying the grounds for the opt-out (or by Thursday, August 6, 2020 at 4 PM New York Time, if player has provided notice prior to the signing of this Letter Agreement) and the arbitrator will determine whether such condition qualifies and had been previously disclosed through inclusion in the player's medical records prior to the date of this agreement, as required by the eligibility requirements set forth above. Such expedited grievance shall be heard within two (2) weeks of the date filed, by phone or Zoom meeting, and will not count towards the NFL's limitation on number of expedited grievances. A player who provides the notice required by 12.b(ii) or 12.b(iii) shall not have any obligations under his Player Contract during the time his request for Higher Risk Opt-Out is under consideration. In the event the Non-Injury Grievance arbitrator determines that the player does not qualify as a Higher Risk Opt-Out Player, the player shall be given 24 hours to determine whether to report to Training Camp or to make a Voluntary Opt-Out election (notwithstanding any other deadlines in this Letter Agreement). In the event the player does not qualify as Higher Risk, the player shall not be subject to any forfeiture, claim for breach/voiding of his Player Contract, or Club or League discipline unless he fails to provide written notice of a subsequent decision to voluntarily opt out or does not timely report after providing notice of his intent to do so.

(xiii) *2021 Opt-Out.* The parties agree to adopt a Higher Risk Player Opt-Out procedure for the 2021 season under the conditions and in accordance with the procedures set forth in paragraph 12.a(xiii) above.

13. *High-Risk Co-Habitants/Alternate Housing.*

a. *Definition.* If a player resides with another individual who has a confirmed diagnosis of any CDC risk factor other than smoking, and if the player timely requests that his Club provide alternate housing during the season, the Club shall provide such housing, which shall be treated as a Player Benefit Cost.

b. *Timing.* A player must request such alternate housing on or before Week 1 of the 2020 regular season, unless the player demonstrates that the co-habitant's diagnosis of any CDC risk factor did not occur until later, in which case the player may request alternate housing within seven (7) days of that later diagnosis.

14. *Tolling Contracts and Accrued/Credited Seasons.*

a. For the 2020 NFL Season, each player on a Club's Week 1 Active/Inactive, Reserve/Injured, Reserve/COVID-19, or Reserve/Physically Unable to Perform (R/I and R/PUP) list, or who is on the Commissioner Exempt list or has a Reserve/COVID-19 exemption, or is on the suspended list for either the Drug or Steroid Policy (but not for the entirety of the 2020 League Year such that he is on Active/Inactive for at least one game), or is on the Club's Week 1 Practice Squad (provided that he is on Active/Inactive for at least one game) shall receive:

(i) one (1) Credited Season for pension and benefits purposes for being on full pay status for one (1) regular season game;

(ii) one (1) Credited Season for Minimum Salary purposes for being on full pay status for three (3) or more regular season games, but shall not include games for which a player is on PUP/NFI, Reserve Injured, Commissioner Exempt, or Practice Squad. For avoidance of doubt, full pay status for Minimum Salary Credited Season purposes will include games for which players are on Reserve/COVID-19, and the Reserve/COVID-19 exemption, as well as any other categories which would earn a player a Credited Season for Minimum Salary purposes under Article 26, Section 2 of the 2020 CBA; and

(iii) one (1) Accrued Season for being on full pay status for one (1) regular season game.

b. The NFL Player Contract of a players identified in Paragraph 14.a shall not toll if the player is on full pay status for at least one (1) NFL regular season game.

c. The Player Contract and Credited/Accrued Season rules for players who do not meet the qualifications of Paragraph 14.a, but who sign with an NFL Club after the first game of the season, shall not change from the 2020 NFL CBA.

d. These provisions of Paragraph 14 shall apply to the 2021 season under the conditions and in accordance with the procedures set forth in paragraph 12.a.(xiii) above, except that absent any agreement, the tolling provision of Paragraph 14.b. shall be in effect for the 2021 season if any NFL-NFLPA COVID-19 Testing and Treatment Protocols are in effect and the other provisions of this Paragraph 14 shall

be in effect if more than four games are cancelled during the 2021 NFL season as a result of COVID-19.

e. Any player who receives an Injury Settlement or Injury Grievance award (or settlement) that includes full payment for Week 1 of the 2020 season will be considered to have the relevant Week 1 qualification for purposes of Paragraph 14.a.

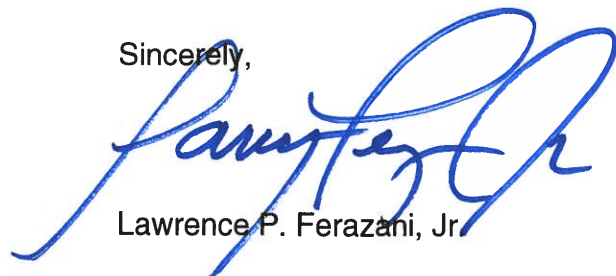
15. *Player Policy (Drug and Steroid) Suspensions.* If the 2020 NFL Season is cancelled or any NFL games are cancelled, player policy suspensions will continue to run as though the season, or any such cancelled games, had been played. Paragraph 15 shall apply to the 2021 season as well if any NFL games are cancelled during the 2021 season as a result of COVID-19.

16. *Postponed Games/Extended Season.* Reserving all of their respective rights and positions regarding such issues, the parties agree to bargain in good faith the schedule and resumption of Team activities should games need to be postponed for a period of time but are able to be resumed.

17. *Disability Benefit.* A COVID-19 diagnosis in circumstances where it is treated as a Football Related Injury pursuant to Paragraph 9 above, and that results in a Player's "total and permanent disability" or "substantial disablement" as those terms are defined and used in the NFL Player Disability & Neurocognitive Benefit Plan (the "Disability Plan") described in Article 60 of the CBA, shall be treated as a disablement "arising out of League football activities" as that phrase is defined and used in the Disability Plan.

This letter agreement will not be used for any purpose other than to interpret and to apply the specific terms of the Agreement to which they pertain. It may not be used to support or oppose an interpretation of any provisions of the CBA other than the interpretation expressly resolved by this letter. This letter agreement is being entered into without prejudice to any party's position on any issue other than those specifically resolved here.

Sincerely,



Lawrence P. Ferazani, Jr.

Seen and Agreed:



DeMaurice Smith
Executive Director
NFL Players Association

August 3, 2020