

## **USAH/HC/CHL TRANSFER & RELEASE AGREEMENT**

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of June, 2015 by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 151 Olympic Road SW, Suite 201, Calgary, Alberta T3B 6B7 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"), for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

**WHEREAS**, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F.) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

**WHEREAS**, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

**WHEREAS**, players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

**WHEREAS**, the best interests of the athletes, teams, leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the teams, leagues and Federations involved; and

**WHEREAS**, the parties hereto have reached agreement on the process for the movement of participating players and now wish to reduce that agreement to written form.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:

## **ARTICLE I – APPLICABILITY**

Unless otherwise provided for in this Agreement, the provisions contained herein shall apply to and govern the movement of any and all eligible, players between the teams/leagues who are members of and/or sanctioned by any party to this Agreement. The principle responsibility for the enforcement and administration of the terms and provisions of this Agreement shall rest upon the Federations involved, through the process provided herein.

## **ARTICLE II– PLAYER ELIGIBILITY**

### **A. General Statement Of Principle**

The eligibility and qualifications of the player must first be determined before the authorized movement of any eligible player(s) can occur by and between teams/leagues who are members of or sanctioned by the Federations who are signatory to this Agreement. The movement of eligible players shall require and be based upon a properly completed, duly executed, release from the Player's Outgoing Team; a properly completed Transfer from the Outgoing Federation; and payment of sums due for the Release and/or Transfer or the completion of satisfactory arrangements therefore, unless otherwise provided herein. Persons who do not qualify as "eligible players", as defined herein, do not require a release payment to or a release from any outgoing team but still require a transfer from the Outgoing Federation, which transfer shall not be unreasonably withheld.

### **B. Ineligible Players**

The following players shall be considered ineligible for transfer to another Federation under this Agreement and shall not be eligible to participate in any try-out, practice, regular season game competition, or Team function, until the Transfer shall have been issued by the Outgoing Federation, or agreed arrangements are in process therefore.

#### **1. Players under Disciplinary Suspension For Actions During a Game**

Any player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that player's departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependent upon the player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the player has failed to file an appropriate appeal contesting the suspension on a timely basis, within the time limits as prescribed

by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

## **2. Players Under Suspension – Other than For Actions During a Game**

Any player who has been disciplined by his team for an act or an omission that is not a result of actions on the ice, and placed under suspension, shall be entitled to be treated in accordance with the existing Rules of Appeal, as adopted by the player's Outgoing Team, League, Association, and/or Federation. The player shall be notified of the suspension in writing by his Team, which notice shall identify the reason for his suspension, and shall advise the player of the appeal process that is available to him to dispute the suspension. Any appeal process shall, at the minimum, entitle the player to a hearing notice of the hearing date, place and time; advise the player that he has the right to be represented by Counsel; give the player an opportunity to make a full presentation to the appeal body; the provision of an impartial hearing panel or third party to whom the appeal is to be presented, and that the player has the right to cross-examine any witnesses called by the charging party.

It is possible that the player may have an appeal to his Team, to the League in which he plays, and/or to his National Federation, and the player will have to exhaust all appeals available to him prior to applying for a transfer to the incoming Federation. Such appeals shall be conducted within the procedure and timelines as adopted and provided in the Constitutions/By-Laws/Regulations of the Outgoing Team's League, Branch, Association, Affiliate, District and/or Federation. Any adjournment or continuance of any Hearing, or the date thereof, at any level shall require the player's written consent.

Prior to the Incoming Federation accepting the transfer, it shall satisfy itself that all appeals have been exhausted on a timely basis in the Outgoing Federation, and that the appeals have been conducted in accordance with the provisions required as contained herein.

The Incoming Federation shall obtain information from the player, the former team, the former League, and determine whether the player should be declared eligible to participate, and when. Prior to the player participating in any regular season competition, the Incoming Federation shall first obtain the concurrence of the Outgoing Federation regarding the date on which the player shall be allowed to participate in regular season competition.

In the event that the Outgoing Federation fails to provide its consent, then the matter shall be referred to the Dispute Resolution Process (see Article VI) and the decision reached by use of the process provided herein shall be final and binding.

### **3. Players with Delinquent Economic Responsibilities**

No player shall be transferred by any team or Federation to the other who has not made satisfactory arrangements/payment for any and all delinquent obligations owed by that player to their former Outgoing team/League before they leave that Team/League and Federation.

### **4. Players With Medical Disabilities**

Any player with a medical disability, which in the opinion of his treating physician shall extend beyond the current season, shall be ineligible for transfer between teams and Federations. Any player or interested incoming team may challenge the treating physician's opinion by securing, at their own expense, an independent, medical evaluation of the player's medical disability by a qualified medical physician skilled in the field of medical care required by the disability (e.g. orthopedic surgeon for broken bones, neurologists/neuro surgeon for head concussions, etc.). Should the independent medical examiner's report dispute the findings and opinion of the treating physician and authorize the disabled player to return to competition before the end of the current regular season, the player shall be free to move to the incoming team and return to competition upon payment to the Outgoing Team of the applicable amount set forth in the schedule for pre-season movement. Should the Outgoing Team dispute the findings of the Player's Medical Evaluation, the player shall submit to further medical examination by a qualified medical physician (as defined above) as may be agreed by and between the parties. If the parties shall fail to agree, then the Chief Medical Officers of each Federation shall jointly select a qualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the player's medical condition as reported by the player's Medical Examiner, the player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the player shall be immediately ineligible to continue competition for the Incoming Team and the player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the

Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

### **C. Players Who Are Involuntarily Moved**

#### **1. All Teams/Players Other Than CHL Teams/Players**

Any properly released and transferred player who is subsequently and involuntarily traded to another team within the Incoming Federation, must comply with the trade and then complete the Trade Consent Form accepting the trade, or refuse the trade, and complete the Trade Refusal Form. The Consent/Refusal Forms shall be filed with the Incoming Federation, with a copy also forwarded to the Outgoing Federation, within ten (10) days after the trade/movement is finalized or if not filed, the player will be deemed to have refused the trade/movement. By refusing the trade, the release and transfer of the player is revoked and the player may return to compete in his Outgoing Federation. Copies of the completed Trade Consent/Refusal Form(s) shall be forwarded by facsimile (fax) transmission or such other electronic means as may be agreed between the Federations.

Within five (5) days from the filing of the Trade Consent/Refusal Form(s), the player who refuses the trade must return to the Outgoing registered team on whose roster he last appeared, if he has remaining eligibility at that age level. If the player no longer has age eligibility to play for that team, or if the player's previous team fails to make arrangements to re-roster the player within the five (5) day period set forth above, the player shall then become a free agent. The player movement provided for herein shall be subject, however, to the restrictions set forth in Article II, paragraph A, above.

#### **2. CHL Team (S) /Player (S)**

It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administrated as a development program under the auspices of Hockey Canada in a member league of the CHL. Players with this program agree to participate in a member league of CHL and with a CHL team by signing a player agreement, the form of which agreement for each member league is prescribed by each such member league of CHL. Further, by signing an agreement with a CHL member team, the player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the player executes the CHL agreement in accordance with the terms set forth above, the player shall be bound thereby and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III-Transfers Timelines and Article VI-Dispute Resolution for as long as such CHL Agreement remains in effect.

### **3. National Team Development Program**

It is agreed that NTDP is considered a development program administrated directly under USA Hockey and players with this program agree to participate with NTDP and the NTDP teams by signing a federation player agreement. Further, by signing an agreement with NTDP, the player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

In summary, if the player executes the NTDP agreement, the player shall be bound thereby, and he shall forfeit the opportunity to exercise rights contained in this Agreement, including, but without limiting the generality of the foregoing, Article III Transfers Timelines and Article VI-Dispute Resolution for as long as such NTDP Agreement remains in effect.

#### **D. Payment of Fees**

In addition to Article II, Paragraph A, above, no player shall be eligible for competition under the jurisdiction of the three parties to this Agreement, unless, and until all required fees, both transfer and release, have been paid or satisfactory arrangements made therefore, as provided herein.

#### **E. 16 year old player, transferring from USAH to the CHL or participating as an affiliate player in the CHL**

In the event that a 16 year old player wishes to transfer to the CHL from USAH, or participate as an affiliate player, that player shall be required to complete the USA Hockey Parental Consent form, along with the standard transfer form and standard player release or player affiliation consent form. The consent form must be received ten (10) days prior to approving the USAH/HC transfer form or participating as an affiliate player.

Upon completion of the parental consent form, the completed form shall be forwarded to USAH, which shall review and forward a copy of the signed form to HC.

Upon receipt of the signed form, HC shall provide a copy of same to CHL for distribution to the Incoming Team.

Prior to the player being eligible to compete for the Incoming Team, the player must be eligible for competition by all the terms of the within Agreement. The execution of the consent form alone does not provide any authority for the player to participate.

In the event that the player is unable to complete the consent form, that player is not eligible to utilize the provisions of Article VI – Dispute Resolution. In the event that a consent form is signed, then the player shall be entitled to use the provisions of Article VI as provided in the within Agreement.

### **ARTICLE III –TIMELINES**

All new eligible player transfers must be executed between June 1 and February 10 in each playing season. However, no new transfers will be permitted between December 23 and January 2 during each playing season, in order to ensure that players are not required to relocate during the holiday season.

#### **A. Try-Out Period – The End of Previous Regular Season Through the Commencement of the Next Regular Season**

##### **1. Time for Contact with Players**

###### **a. Recruitment**

From and after February 10, of the current playing season, team rosters are frozen until the end of the player's current regular league season, and Teams are not permitted to commence the process of contacting any outgoing players until that time. If a player's team has been eliminated from further play during the current season by the team's elimination from or non-qualification for the play-offs, any communication with such a player shall not be considered tampering. Unauthorised contact between a team and any outgoing player in which the team is interested prior to the end of the player's current regular season shall be considered tampering.

Member teams may file a dispute with their domestic federation in the event there is an issue of tampering. The member team shall be eligible to utilize the provisions of Article VI – Dispute Resolution Process.

###### **b. Try-out Evaluations**

After completion of the player's current season, or April 1, whichever shall last occur, a "try-out" period is designed to initiate the transfer process between teams in both Federations. An Incoming Team may avoid tampering charges/consequences, in either Federation, by completing and filing a Try-Out Notice prior to allowing the incoming player to try-out for a domestic team.

The parties to this Agreement specifically agree that any player registered with USAH who is fifteen years old as of December 31 of the calendar year in which the "try out" period occurs shall be permitted to attend one or more

tryout camp(s) with one or more CHL team(s) provided that he follows the procedure set out in this Agreement.

The procedure and significance of the Try-Out Notice is as follows:

**i. Try-Out Notice**

The Try-Out Notice is a form prepared by the incoming team, which shall be filed at the appropriate time when an incoming player desires to compete for a roster spot on an incoming Junior Hockey Team. The Try-Out Notice must be signed by the incoming player, an Official of the Incoming Team, and forwarded to the Incoming Federation. The incoming team is responsible for insuring that the form is correctly completed. A Try-Out Notice shall be filed for each team whose camp a player attends.

Once the try-out notice is correctly completed, the incoming team will file the tryout notice with the incoming Federation and the incoming player shall then be permitted to participate, on a Try-Out basis, with the incoming Team. It shall be the responsibility of the outgoing Federation to make sure that a copy of the Try-Out Notice is also sent to the outgoing Team on whose roster the player currently appears in his outgoing Federation. The appropriate place to file the Try-Out Notice is with the Manager, Regulations, of HC and the International Department of USAH. The Try-Out Notice expires at midnight preceding the day of the incoming team's first regularly scheduled league game of the current season, as that schedule has been forwarded to and placed on file with the Team's National Federation, and no player can be placed on a Try-Out Notice after that date by any incoming team.

Release/Transfer Fees are not required to be paid until such time as the incoming/Try-Out Team proceeds with a full Transfer Application.

Release Fees, which are to be paid or agreed during the Try-out period, shall be calculated subject to the provisions of in Article IV – Compensation – Release and Transfer Fees.

**ii. Mandatory Filings**

The filing of a Try-Out Notice shall be mandatory from end of regular season (including play-offs, if any), up to and including midnight preceding the incoming team's first regularly scheduled League game of the current playing season, and may not be used/filed thereafter by the incoming team. After an incoming team is in its Active Roster Period, meaning any time after midnight preceding the date of the team's first regularly scheduled League game, the incoming team

shall be prohibited from filing a Try-Out Notice for any player who would need to transfer Federations. The only method for any team, incoming or outgoing, who is in its Active Roster period to obtain a player for its Active Roster would be to obtain a consensual negotiated release from the player's current team.

**iii. Eligibility**

Any player for whom a Try-Out Notice has been properly filed shall be eligible to be placed on a Team's Active Roster and be immediately eligible to compete if the placement on the Active Roster occurs on or before the incoming team's first regularly scheduled League game of the current playing season and the release payment, or satisfactory arrangements for payment, is made before the player enters competition for the Team in the incoming Federation.

During the Try-Out Period, the release payment may be as agreed between the outgoing and incoming Teams, in which case a Release must be executed by the Outgoing Team upon receipt of the payment. If payment is not agreed between the teams, the incoming team may secure the release of an incoming player paying the maximum amount as provided in Article IV – Compensation – Release and Transfer Fees.

**iv. Try-Out Notice Expiration**

The Try-Out Notice shall expire at midnight preceding the day of the incoming team's first regularly scheduled League game of the current playing season. Any player who is not moved to the Active Roster on or before that time and date, shall not be entitled to immediate eligibility for competition pursuant to the procedures set forth above. Rather, as noted above, that player will have to await agreement on the Team Release; payment of the amount due, and/or satisfactory arrangements for the Release Payment; the commencement of the processing for the necessary Federation Transfers; and payment of the fees due to commence that process; before the player shall be eligible to compete.

For reasons set forth herein, again, it is most advisable to file a Try-Out Notice for every incoming player who competes for a position on an Incoming Team in order to secure, for that player and his incoming Team, immediate eligibility for competition when adding the player to the Active Roster prior to the incoming team's first regularly scheduled League game of the current playing season.

**B. Active Roster Period – From the Team's First Regularly Scheduled season Game through January 10/January 15**

A certified Active Roster and Game Schedule must be submitted by each Member Junior Team to its Federation on or before the 1<sup>st</sup> regularly scheduled season game of the current playing season. This submission shall be on a standard form designed to clearly indicate the number of incoming imports from any Federation who is a party to this Agreement and the date, time, and location of all games in which the team intends to compete during the current league season.

Players who appear on an Active Roster after midnight preceding the date of the first regularly scheduled game of the current playing season and have participated in current season competition shall only be permitted to transfer with the consent and agreement of that player's team. The payment schedule as set forth in Article IV shall not be applicable to any consensual movement. In the event that teams fail to reach an agreement on a release fee, then the player shall not be permitted to transfer, and shall be denied access to Article VI-Dispute Resolution Process and the process/provisions contained therein.

During the Active Roster Period, Release fees, as agreed between the teams, must be paid in full, or satisfactory arrangements made therefore, before the player shall be eligible to practice or compete for the incoming Team during the current playing season (including play-offs). Failure to remit payment in full, or as agreed, for the player's release renders the involved player immediately ineligible to participate as an active roster player for the delinquent incoming team.

Upon receipt of the applicable release fees, the playing rights of the involved player shall remain with the new incoming team/Federation for the player's remaining eligibility and, as such, any movement to a team within the incoming Federation shall be regulated solely by that Federation. If at any time the player is involuntarily moved to another Team within the incoming Federation, he shall fall under the forfeiture provisions of this Agreement (See Article II, Paragraph (B) above) and should he refuse to consent to the trade, he shall be authorized to return to the last registered team on which he was rostered in his outgoing Federation, at his option.

Each Federation shall be entitled to make Regulations concerning which team the player would return to in the event that involuntary movement provisions of Article II above applies.

**C. Frozen Roster – January 10 to End of Season**

**1. Movement Between Junior Teams Prohibited**

No movement of Junior players between registered Junior Teams shall be allowed between either Federation from and after midnight on the 10<sup>th</sup>

day of January of the current playing season. Players dropped/released, as of January 10 of the current playing season, may be rostered on another Junior Team up to and including February 10 of the current playing season.

## **2. Frozen Roster Date – February 10<sup>th</sup>**

All rosters shall be frozen at midnight on the 10<sup>th</sup> day of February, of the current season in both Federations and there shall be no changes allowed thereafter for the remainder of the season.

## **D. Payments/Deposits**

### **1. Release Fees/Deposits**

All payments of release fees shall be paid directly by the incoming team to the player's outgoing team, as directed in Article IV, except for CHL Teams. Release payments to CHL teams should be paid to the CHL Office concerned which will in turn send the payment to the team.

### **2. Transfer Fees**

#### **a. Initial Transfer**

All transfer fees due each Federation for an initial Transfer of a player to a Member Team in another Federation shall be paid directly to the outgoing Federation, for division, by it, between the Federations involved.

#### **b. Renewal Transfer**

There shall be no fee due for a renewal transfer in a player's second and subsequent years either to the outgoing or incoming Federation(s) if the Renewal Transfer is applied for on or before the first day of August prior to the regular league season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

## **E. Transfer Expiration**

All player transfers shall expire at the end of the current playing season. Transfers may be renewed, however, in subsequent years without payment

of additional transfer fees or release payments (See Article III– Transfer Timelines. Paragraph D – Payments/Deposits). Upon condition that the Renewal Transfer shall be filed with the Incoming Federation on or before the first day of August prior to the regular league season for which it is applicable.

## **ARTICLE IV– COMPENSATION –RELEASE AND TRANSFER FEES**

Payments due to complete the Transfer/Release of players between the Federations are hereinafter set forth or provided for herein:

### **A. Transfers**

#### **1. Procedure**

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming team shall then also enclose the player release from the player's outgoing team, and the Transfer Fees due the Federations to complete the Player Transfer, and forward all these documents to its outgoing Federation, (See Article III– Transfer Timelines. Paragraph D – Payments/Deposits.)

#### **2. Fees**

Transfer Fees due the respective Federations shall be established by each Federation and the amount due each Federation shall accompany the Transfer Application for each player to be transferred. Transfer fees shall not be due for renewal transfers in the second and subsequent years where the player is returning to the incoming Team on whose roster he appeared at the end of the previous season. Each Team shall file renewal transfers for all incoming, returning players on or before August 1 of each succeeding year in order to be eligible for the renewal Transfer without payment of any further fee. A full Transfer Fee to both Federations shall be paid for all new Transfers completed after June 1 and for those renewal transfers completed after August 1.

### **B. Releases**

#### **1. Scheduled Values**

Release Payments due for outgoing players between the end of the previous regular season (including play-offs, if any) shall be due to the outgoing Team prior to the first regularly scheduled League game for the incoming team shall not exceed the appropriate amount shown on the table below.

Category	Try-Out Period (US Funds) Team
CHL/	5,000.00
NTDP/USHL- Canadian Junior A	4,000.00
USAH Tier II – Junior A and Canadian Junior B	2,000.00
All other Junior Players	1,500.00
*All Remaining Players	750.00

\*Any player moving to a Junior Team on a permanent basis.

Notwithstanding the foregoing, any player for whom a Release Fee has not been paid, shall be able to return to competition in his Home Federation without the requirement that a release fee be paid.

Each Federation shall be responsible to identify Leagues within their jurisdiction that operate in the various categories/classifications listed in Article IV – Compensation – Release and Transfer Fees.

## **2. Release Payments**

Release Payments shall be sufficient if in the correct amount and forwarded to the outgoing Team entitled thereto by courier, wire transfer, personal hand delivery, etc, or any other manner designed to deliver the payment within no more than seven (7) days following its forwarding. A copy of the payment document shall be filed with the incoming league office. All release payments, or satisfactory arrangements therefore, shall be made by the incoming team prior to the first regularly scheduled League game of the current season, of the incoming team pursuant to the schedule set forth above.

## **3. Monetary Values**

All payments shall be in US Funds or in Canadian Funds of equivalent value.

#### **4. Releases**

Player Releases, on a standard form developed for that purpose, shall be executed and returned by facsimile transmission to the incoming team within twenty-four (24) hours of the receipt of the release payment. A copy of the duly executed Player Release shall accompany the Transfer Application, as provided above.

#### **5. End of Season**

##### **a. Exhaustion of Eligibility in Junior Hockey**

Any junior player who has exhausted their eligibility in the age classification in which they competed during the previous season, shall be free, without restriction or team release to return to their outgoing Federation.

##### **b. Players with Remaining Eligibility Returning to His Incoming Team**

Any junior player in their second and/or subsequent year(s) of competition in an incoming Federation, shall be required to secure a renewal transfer, only, without the requirement to secure a Release, and without the payment of any fee for the renewal transfer. A renewal transfer for incoming, returning players shall be filed with the Team's Home Federation on or before August 1 in order to be eligible for the Transfer without further payment of any fees.

##### **c. Players with Remaining Eligibility who are Returning to Their Outgoing Federation.**

Any junior player with remaining eligibility who desires to return to their outgoing Federation, shall be required to secure a Release from his current incoming Team, pursuant to the terms and provisions of this Agreement.

#### **6. Immediate Eligibility**

All players wishing to transfer to the incoming Federation during the Try-out period shall be immediately eligible to participate, upon the appropriate release payment being paid in full to the outgoing team. Any player wishing to transfer after competing in a current season, regularly scheduled, league game for the team on whose roster he currently appears shall be ineligible to participate in the incoming Federation until the release payment is agreed upon, payment

therefore is in process (See Article III – Time Lines. Paragraph D – Payments/Deposits), and the transfer process is initiated with the incoming Federation.

**7. Players Released from NCAA with remaining junior eligibility**

Players, with remaining junior eligibility, who wish to transfer from a NCAA program are required to secure a release from the previous outgoing team should movement take place during the first season of participation on the NCAA team. Release payment will be based upon the scheduled values listed in the chart (not team to team negotiation). Should a player complete a full season of NCAA and wish to transfer in the subsequent season, a release would not be required from the previous outgoing team.

This provision does not apply to players who go directly to NCAA from the USA Hockey National Team Development Program (NTDP).

**C. Federation Guarantee**

The payment of all sums due from the teams, as set forth herein, shall be guaranteed by the respective Federation of which the incoming team is a member.

**ARTICLE V– AFFILIATED PLAYERS**

Youth or Junior players competing within the programs of the two signatory Federations, shall be entitled to temporarily affiliate with Junior teams, subject to the following terms and conditions:

**A. Designation**

The eligible junior teams shall select no more than six (6) Affiliated Players, with one (1) additional replacement allowed. A written list of a Team's Affiliated Players shall be filed with the Team's Domestic Federation on or before November 1, or before the first game in which the affiliated player participates, whichever shall first occur. Any duplicate claims shall be resolved by awarding the player to the team for whom the player first plays a game. An affiliated player may only play for one (1) Team per Federation, during the current playing season.

USAH and HC shall provide a copy of the Team's Affiliated Players lists filed with the respective Federation in accordance with the terms of the within Agreement to its counterpart Federation no later than November 15 of each season.

Notwithstanding the above, a Junior Team from an Incoming Federation that releases a player back to a team in a lower Division or Category in his Outgoing Federation between November 1 and January 10, shall be permitted to add that player to its written affiliation list if it has less than the maximum number of players

on that list, or removes another player from that list to make room for him. Under no circumstances shall a Team have more than the permitted number of Affiliated Players on its list at any time. Any Team adding an Affiliated Player after November 1 shall immediately notify its Domestic Federation, and that Federation shall notify its counterpart Federation within seven (7) days. Any player removed from an Affiliate Player list after November 1 must remain off that list for the remainder of the season.

#### **B. Time Period of Eligibility**

The players listed shall be eligible to be invited to compete for the Affiliated team from the start of the regular season to December 31 of the current playing season unless extended by the voluntary agreement of both affected teams. During this period, the players will remain duly rostered on their domestic team and eligible to compete for their domestic team when not competing for their Affiliated Junior Team. No affiliated player shall play more than six (6) games for the Junior Team. Games played as an Affiliate Player between December 11 and January 6 shall not count towards the six (6) game maximum.

#### **C. Consent**

Before an Affiliated Player can be eligible to compete for his Affiliated Junior Team, the Affiliated Junior Team must complete a standard consent form to secure the approval of the General Manager or the coach of the player's domestic team; and the player's parents, approving his participation in the Affiliation Program, and the terms thereof. The player's parent must also acknowledge, in writing that they understand the effect that this competition/affiliation may have on the player's NCAA eligibility. The approval must also indicate the number of games the player may play with the Affiliated Team. The domestic team's coach has the right to veto the use of an affiliated player, at any time, should it affect the domestic team's schedule.

A copy of the consent form shall be provided to the Federation where the team wishing to use the player as an Affiliate is registered by fax or electronic transfer prior to the player being eligible for participation as an Affiliate Player.

This Federation shall ensure that the other Federation receives a copy of the consent form by fax or electronic transfer within 1 business day of receipt of the form.

#### **D. Insurance**

During competition/practice, etc., for the Affiliated Team, the Affiliated Player shall be covered and protected by insurance provided by the Affiliated Team's Federation Insurance Program.

#### **E. Reports**

All use of Affiliated Players shall be reported, in writing to the domestic Federation of both the player and the team. Within 30 days of the conclusion of the regular season, each League shall provide a list of all players who have played as Affiliate Players which have been authorized by the provisions herein.

The report shall include the name of the player, the name of his registered team, the name of the team he affiliated with, and the number of games played as provided herein.

The report shall be signed by the authorized signatory of the League, and shall be forwarded to its Domestic Federation.

USAH and HC shall provide a copy of the filed reports to its counterpart Federation within 15 days of receipt.

### **ARTICLE VI- DISPUTE RESOLUTION PROCESS**

In the event of a dispute arising under this Agreement, an Appeal must be properly and timely filed, and thereafter, the following process shall govern and control the rights and duties of the various parties.

The Dispute Resolution Process shall be available for Transfer/Release disputes, as well as tampering charges.

Section 1 shall apply to all Transfer/Release disputes, and Section II, shall be utilized for all Tampering charges which shall be reference incorporate all of Section 1, except the noted changes for Tampering Charges.

#### **SECTION 1. – TRANSFER/RELEASE DISPUTES**

##### **A. Jurisdiction**

##### **1. Scope**

The Appeals Committee shall have original jurisdiction over all disputes arising under this Agreement, only.

## **2. Status Pending Appeal**

The status of the issue shall remain as supported by the current registration records until modified, if at all, by the decision of the Appeals Committee.

## **B. Appeals Committee**

### **1. Membership**

Each Federation, USAH and HC, shall annually appoint a representative to the Appeals Committee who shall serve as the Co-Chairs of that Committee. In addition, each Federation shall appoint a second member to serve on each arbitration panel. The Chair for a particular appeal shall be the Co-Chair representing the Outgoing Federation.

### **2. Voting**

Each Member of the Arbitration Panel shall be entitled to one (1) vote. In the event of a tie, the Chair of that particular panel shall cast a second and deciding ballot.

## **C. Appellate Process**

### **1. Filing an Appeal**

A team desiring to file an appeal shall do so, in writing, by notifying the team's Federation Co-Chair of the Appeals Committee. The notice and appeal shall be sufficient if it includes the following:

#### **a. Statement of Dispute**

A clear, concise statement of the Dispute, in writing, referencing the portions of this Agreement in dispute, shall accompany the Notice. If it involves players, it shall include the name, address, phone number and birth date of the player involved.

#### **b. Representative Information**

The name, address, phone number, and fax number of the duly authorized representative of the appealing League/Team who will respond on behalf of the League/Team.

**c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

**d. Timely Filing**

In order to be considered timely filed, the appeal described herein must be received by the Federation Co-Chair within fifteen (15) days after the date on which the dispute arose. A failure to timely file an appeal shall constitute a waiver of the appealing team's rights and the appeal shall be dismissed.

**2. Notice**

Within five (5) days of the receipt of the appeal, the Co-Chair to whom the appeal has been forwarded, shall forward a copy of the appeal to his fellow Co-Chair and to the team on whose active roster the player currently appears, and/or for whom the player is currently playing. This notice shall be forwarded by electronic transfer or by restricted certified mail, return receipt requested.

**3. Response**

Within five (5) days from the verified receipt of the notice and appeal, the responding team may file a response which shall be sufficient if in writing and includes the following:

**a. Statement of Position**

A clear, concise response to the appealing party's Statement of Dispute, in writing, referencing portions of this Agreement deemed applicable.

**b. Representative Information**

The name, address, phone number and fax number of the team representative authorized to act on behalf of the team.

**c. Cost Bond**

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

**d. Timely Filing**

In order to be considered timely filed, the response described herein must be received by the Federation Co-Chair who forwarded the notice to the responding team by electronic transfer or by restricted certified mail, return receipt requested, within five (5) days from the date the responding team received the notice. A failure to timely file a response shall be considered a waiver of the responding team's rights, and the appeal shall be sustained.

**4. Mediation**

The Federation Co-Chair acting as Chair for purposes of the particular appeal, upon receipt of the response shall have a period of five (5) days during which he shall attempt to mediate the dispute. As incentive to both teams to accept a mediated settlement, the Federation Co-Chair may refund to each team up to seventy-five percent (75%) of the cost bond deposited in the event the teams shall elect to accept a mediated settlement.

**5. Arbitration Hearing**

In the event that the mediation process shall fail to resolve compensation claim, the Federation Co-Chair acting as Chairman for the specific player's appeal shall, within five (5) days after the failure of mediation, process the matter to final decision as follows:

**a. Distribution of Materials**

The Federation Co-Chair acting as Chair for the particular appeal shall forward copies of the written appeal and response to each member of the Appeals Committee for their independent consideration and review.

**b. Conference Call**

The Federation Co-Chair acting as Chair for the particular appeal shall then contact each member of the Appeals Committee, and schedule the appeal for hearing by conference call, including all four (4) members of the Appeals Committee.

**c. Hearing**

During the conference call hearing, the parties shall consider the materials presented by the affected teams, and shall then determine which of the two positions they shall accept as the most reasonable under the circumstances presented, in line with any precedent that has been established by previous appeals.

**d. Tie Vote**

In the event that there shall be a tie vote on the initial ballot of the Appeals Committee, the Federation Co-Chair acting as Chair for this particular player's appeal shall cast an additional and deciding ballot.

**e. Optional-In Person Hearing**

In the event that either team shall request an in-person hearing, the team making that request shall file an additional cost bond in the amount necessary to fly all members of the Appeals Committee to a common, convenient location, plus one night's lodging in a quality facility at that location, and an additional \$100.00/day for meals during the trip (3 days). At such an in-person hearing, live testimony in support of the respective position of the disputing parties may be considered.

**6. Decision**

The decision of the Appeals Committee as to which position shall be adopted by the Arbitration Panel, shall be immediately communicated to both affected parties and then reduced to written form and forwarded, within five (5) days, by electronic transfer or restricted certified mail, by the Co-Chairman to the affected parties.

**a. Winning Team**

The party whose offer is selected as a basis for the Arbitration Panel Decision shall be entitled to the remedy provided and shall be refunded their cost bond by the Federation Co-Chair serving as Chair of the Appeals Committee.

**b. Losing Team**

The losing party shall forfeit their cost bond and shall be required to comply with the decision of the Arbitration Panel. The cost bond shall be divided equally between HC and USAH,

and that both HC and USAH agree that the bond monies shall be applied to its Youth/Minor Development programs within the respective Federations.

**c. Compliance**

In the event that either party shall fail or refuse to comply with the decision of the Appeals Committee, that party shall be removed from membership in good standing in its Domestic Federation, and the Federation Co-Chairs may impose additional sanctions (e.g. fines, suspension of the player, etc.) to ensure final implementation of the Appeals Committee decision.

**SECTION II – TAMPERING**

USAH, HC, and CHL agree that as all players governed by the terms of this Agreement are able to transfer to another Federation at the conclusion of the player's current team's season, that any allegation of tampering is a matter which requires serious sanctions.

USAH, HC, and CHL also agree that any team making an allegation of tampering should not do so lightly, and in the event that the tampering allegation is proven to be false, serious sanctions should also be imposed on all teams who make allegations that are proven false.

**A. Jurisdiction**

USAH, HC, and CHL hereby grant jurisdiction to the Dispute Resolution Panel as comprised herein to resolve all disputes which involve allegations of tampering as defined in Article III herein.

**B. Authority of the Dispute Resolution Panel to impose penalties**

USAH, HC, and CHL hereby grant authority to the Dispute Resolution Panel to impose penalties to the offending team in the event that tampering allegations have been proven, or upon the team making an allegation of tampering in the event that the allegation is proven to be false.

The penalties that may be imposed by the Dispute Resolution Panel shall include on the following sanctions:

- 1) Fine not to exceed \$5,000.00 per occurrence;

- 2) The loss of all privileges to register players who are defined as Incoming Transfers for a period not to exceed the next two playing seasons.

In addition to these penalties imposed, USAH, HC, and CHL may impose additional sanctions in accordance with its respective Constitutions and By-Laws against the team, coach, general manager, team official, or player in keeping with the terms of its respective Constitution and By-Laws.

### **C. Confirmation of procedural rules**

USAH, HC, and CHL hereby agree that all items of procedure for the Dispute Resolution Process for tampering, shall be the same items of procedure as set forth in Article 1 herein for Transfer/Release hearings including the filing of the \$1,000 Cost Bond with the following exceptions:

#### **1) In Person Hearing**

Allegations of tampering may require an in-person hearing to properly address the issue of tampering.

USAH, HC, and CHL hereby grants authority to the Dispute Resolution Panel to request an in-person hearing;

In the event that the Dispute Resolution Panel requests an in-person hearing, the parties to the Hearing shall be bound by all terms of the Process, including posting Cost Bond for travel and per diems as set forth in Article VI, Section 1. It is agreed that each of the teams shall be required to post the Cost Bond with their respective National Federations.

#### **2) Travel/Per Diems Cost Bond**

##### **a) Timelines**

- i) Upon receipt of the material filed by the teams, the Dispute Resolution Panel shall determine within 5 days from the date the last material is filed, whether or not an In-Person Hearing will be required;
- ii) That upon receipt of notification that an In-Person Hearing is being requested by the Dispute Resolution Panel, the teams involved shall have a further 7 days in which to file a Travel/Per Diems Cost Bond in an amount as shall be advised by the Dispute Resolution Panel;

##### **b) Failure to File Travel/Per Diems Cost Bond**

In the event that any of the parties to the Dispute Resolution Process fails to file the Travel/Per Diems Cost Bond, the Dispute Resolution Panel

shall, in its unfettered discretion, be entitled to note that the failure to file as an admission of the allegations, or an admission that the filed allegations are proven false as the circumstances dictate.

Further, that in the event that the Dispute Resolution Panel notes the failure to file the Travel/Per Diem Cost bond as admissions as set forth herein, the Dispute Resolution Panel shall be entitled to file sanctions as authorized herein on the basis that the allegations are either accepted as true, or the allegations have been proven false.

**c) Posting of Cost Bond**

Upon filing of the Cost Bond, the Dispute Resolution Panel shall advise the teams of the date and location of the In-Person Hearing. USAH, HC, and CHL agree that the In-Person Hearing date shall occur no earlier than 15 days from the date the Cost Bonds have been posted by the respective teams in order that the most economical Airfares may be obtained for the members of the Dispute Resolution Panel.

**d) Authority of Dispute Resolution Panel to direct forfeiture of Travel/Per Diems Cost Bond**

In the event that the Dispute Resolution Process proceeds to hearing, the Dispute Resolution Panel in its decision shall determine that the losing party shall forfeit its Cost Bond for Travel/Per Diems, and the winning party shall be entitled to the return of the Cost Bond for Travel/Per Diems.

In the event that the Dispute Resolution Panel fails to find the allegation of Tampering to be true, and also fails to find the allegation to be filed falsely, that the Dispute Resolution Panel shall be entitled to order one-half the costs of the Travel/Per Diems payable by each of the parties to the Dispute Resolution Process, and to direct that the remaining one-half of the Travel/Per Diem Cost Bonds shall be returned to the Teams.

**ARTICLE VII- NOTICE**

Notice to the parties to this Agreement, shall be sufficient if in writing, and forwarded to the party at the following address:

**USAH**

1775 Bob Johnson Dr  
Colorado Springs, CO 80906

**HC**

151 Olympic Road SW, Suite 201  
Calgary, Alberta  
Canada T3B 6B7

**CHL**

305 Milner Ave Suite 201  
Scarborough, Ontario  
Canada M1B 3U4

**ARTICLE VIII– DURATION OF AGREEMENT**

This Agreement shall commence on the date indicated on the first page of this Agreement, and shall continue to and including June 30, 2016, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31<sup>st</sup> day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

**ARTICLE IX– AMENDMENT**

This Agreement may be amended at any time by agreement of each and all of the parties. Absent agreement, an amendment may only be made at the conclusion of the term of the Agreement. Any proposed amendment must be submitted on or before the 31<sup>st</sup> day of December of the current hockey season, which amendment, if agreed, will then be effective in the subsequent hockey season(s).

**ARTICLE X – DEFINITIONS**

The following terms shall have the described meanings when used in this Agreement.

**A. OUTGOING FEDERATION**

Shall mean and refer to that Federation in which the player resides before the proposed release/transfer activity.

**B. INCOMING FEDERATION**

Shall mean that Federation to which the player is moving after the proposed release/transfer activity.

### **C. ACTIVE ROSTER/PROTECTED LIST**

Shall mean and refer to that number of players who are currently and immediately authorized to compete on behalf of a properly registered team.

### **D. PLAYER**

Shall mean and refer to any eligible player in an outgoing Federation who has properly and completely registered with that outgoing Federation as certified by that outgoing Federation; is currently rostered on a member team of that outgoing Federation; and has competed on behalf of that team in current regular season league competition;

### **OR**

Any eligible player in an incoming Federation who is properly and completely registered by the incoming Federation, as certified by that incoming Federation; currently rostered by a member team of that incoming Federation; has previously competed on behalf of the member team in the previous regular season league competition; and whose transfer has been renewed on or before August 1 prior to the commencement of the regular league season.

### **E. REGULAR LEAGUE SEASON**

Shall mean and refer to all regular season League competition including League and National Championship play-off competition.

### **F. PLAYER VALUE/RIGHTS**

The playing rights of an eligible player shall belong to the team with whom the player is currently registered as determined by the respective Federations. However, the value of the eligible player's playing rights shall be determined by the last team for whom the player actually plays a regular season game.

### **G. TEAM NATIONALITY**

Generally, a team's nationality shall be determined by the geographical locations of the team, and, all transfers shall be processed through the team's home Federation.

Junior Teams (below major junior) based in the USA and participating in a Canadian League would process transfers with USA Hockey for any incoming import players to their teams.

Example: Team located in the USA participating in a Canadian League would process all incoming imports (non-USA citizens) through USA Hockey and abide by the import rules established in its Federation.

If a properly transferred import player or US player moves from a US based team that participates in a Canadian League to a Junior Team, including major junior, within Canada, a release and transfer would be required. If a properly transferred import player moves from a US based team that participates in a Canadian League or an import player moves from a Canadian based team that participates in a Canadian or US based league, including major junior, then that move shall also be subject to any applicable home Federation rules, as well as the provisions of this Agreement. Should an import player that has been properly transferred to a US based team that participates in a Canadian League move to another Junior Team within the USA, a trade/consent form would have to be processed.

A listing of the teams that fall under this example will be kept on file at both Federations and must be approved by both Federations, annually.

## ARTICLE XI- ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 27 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

**IN WITNESS WHEREOF** we have hereunto set our hands this 25<sup>th</sup> day of June, 2015.

### USA HOCKEY, INC.

By: 

It's Executive Director

1775 Bob Johnson Drive  
Colorado Springs, CO 80906-4090

### HOCKEY CANADA

By: \_\_\_\_\_

It's \_\_\_\_\_

151 Olympic Road SW, Suite 201 Calgary, AB T3B 6B7

### CANADIAN HOCKEY LEAGUE

By: \_\_\_\_\_

It's \_\_\_\_\_

305 Milner Ave Suite 201  
Scarborough, Ontario  
Canada M1B 3V4