

**MEMORANDUM OF AGREEMENT**

**between the**

**NATIONAL HOCKEY LEAGUE**

**and**

**PARTICIPATING INTERNATIONAL ICE HOCKEY FEDERATION  
NATIONAL ASSOCIATIONS, LEAGUES AND TEAMS**

 W.L.V.

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# **MEMORANDUM OF AGREEMENT**

**between the**

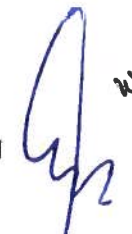
**NATIONAL HOCKEY LEAGUE**

**and**

**PARTICIPATING INTERNATIONAL ICE HOCKEY FEDERATION  
NATIONAL ASSOCIATIONS, LEAGUES AND TEAMS**

WHEREAS, the National Hockey League ("NHL") is a league of professional ice hockey teams playing in the U.S.A. and Canada employing professional ice hockey players, and the International Ice Hockey Federation (the "IIHF") is the recognized worldwide governing body of the sport of ice hockey, responsible for regulating constituent national associations, leagues and ice hockey teams; and

WHEREAS, the NHL and certain IIHF national associations, leagues and teams seek to enact provisions pursuant to which: (a) players may transfer between IIHF teams and NHL teams according to a procedure that will maintain good order within the sport; and (b) the IIHF national associations will be compensated for player development in respect of players that are drafted by NHL teams; and (c) the IIHF teams (being members of the IIHF national associations) will be compensated via their IIHF national association for player development in respect of players that transfer from IIHF teams to NHL teams; and (d) other than pursuant to the procedure set forth herein, the NHL and the NHL teams will honor existing and validly binding player contracts signed with IIHF teams; and (e) the IIHF national associations, leagues and teams will honor existing and validly binding player contracts signed with NHL teams;

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NOW, THEREFORE, the NHL and the participating IIHF national associations, on behalf of their respective leagues and teams (together, the "participating IIHF parties"), hereby agree as follows:

## 1 DEFINITIONS

For the purposes of this Agreement:

- a) The term "IIHF national association" shall mean any national association or federation recognized by the IIHF as the governing body for the sport of ice hockey within that association's or federation's respective territory except that, in relation to this Agreement and unless otherwise stated, the term "IIHF national association" excludes the national associations of the U.S.A., Canada and Russia and any other IIHF national association that is not party to this Agreement with the NHL.
- b) The term "IIHF league" shall mean a league that is a member or affiliate of the national association that is affiliated to the IIHF except that the term "IIHF league" excludes the Kontinental Hockey League and any other league within an IIHF national association that is not party to this Agreement with the NHL.
- c) The term "IIHF team" shall mean a team that is a member or affiliate of a national association that is affiliated to the IIHF except that, in relation to this Agreement and unless otherwise stated, the term "IIHF team" excludes teams in the Kontinental Hockey League, regardless of whether those teams are located inside of or outside of Russia, and any other team playing within an IIHF national association that is not party to this Agreement with the NHL.
- d) The term "IIHF player" shall mean any ice hockey player who is playing or last played for an IIHF team, or who has signed a player contract to play for an IIHF team in a future year (or years).



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- e) The term "signing deadline" shall mean the latest date by which NHL teams may sign IIHF players who are under contract to an IIHF team, as set forth in Article 2.2 below.
- f) The term "player contract" shall mean a written agreement between a player and an ice hockey team requiring the performance of services as an ice hockey player for a specified term and for a specified or other compensation.

A player shall not be deemed to have entered into a player contract merely by virtue of the fact that he has been drafted by an NHL team or the fact that he is subject to a right of first refusal of an NHL or an IIHF team; nor shall a player be deemed to have entered into a player contract merely because of the fact that he has been registered with his IIHF national association.

A player shall be deemed to have a player contract or to be a "player under contract" notwithstanding the fact that the player's contract includes any form of buy-out, opt-out, release or other related clause which gives the player an option to set aside or suspend the contract in order to transfer to the NHL outside the prescribed signing schedule as specified in Article 2 below.

- g) The term "free agent" shall mean a player who is not under a player contract or who has effectively terminated his player contract as specified in Article 1(f) above.
- h) The term "NHL season" shall mean the period of time beginning on the first day of NHL Training Camps, which date is defined in accordance with the provisions of Article 15 of the NHL/NHLPA Collective Bargaining Agreement or by any other agreement that may be entered into by and between the NHL and the National Hockey League Players' Association ("NHLPA"), and ending on the last day of the Stanley Cup Playoffs in any year of this Agreement.


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- i) The term "NHL regular season" shall mean the period of time beginning on the first day of the NHL playing schedule and concluding on the first day of the NHL Stanley Cup Playoffs in any year of this Agreement.
- j) The term "NHL player" shall mean any ice hockey player who has a current or future contract with an NHL team.

## **2 PLAYER TRANSFERS TO THE NHL**

### **2.1 SIGNING SCHEDULE FOR IIHF PLAYERS WHO ARE FREE AGENTS**

- a) Any player who: (i) has a player contract with an IIHF team that has expired by its terms, and who has no contractual obligations with an IIHF team for future seasons, or (ii) validly terminates his contract with an IIHF team may be signed by an NHL team at any time before, during or after a playing season subject only to applicable NHL rules regarding eligibility and allocation of negotiating rights.
- b) Any IIHF player who is currently playing with a team that is not bound by the terms of this Agreement by reason of a valid loan or assignment by his IIHF team (except where such valid loan or assignment was effectuated following the conclusion of his IIHF team's season), may be signed by an NHL team at any time subject only to applicable NHL rules regarding eligibility and allocation of negotiating rights.
- c) Upon the request of NHL Central Registry, each participating IIHF national association will provide information in writing to NHL Central Registry about a player's contractual status with an IIHF team, including (if applicable) a copy of the player's actual contract, by no later than: (a) twenty-four (24) hours following a request from NHL Central Registry during the period commencing at 12:01 a.m. (New York Time) on the seventh (7<sup>th</sup>) day before the beginning of the NHL regular season and ending at 11:59 p.m. (New York Time) on the following June 30 of that season, or (b) 120 hours (or a minimum of two business days, whichever is later) following a request from NHL Central Registry during the period commencing at



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12:01 a.m. (New York Time) on July 1 and ending at 11:59 p.m. (New York Time) on the eighth (8<sup>th</sup>) day before the beginning of the NHL regular season.

## 2.2 SIGNING SCHEDULE FOR IIHF PLAYERS UNDER CONTRACT

- a) For each season during the term of this Agreement, any IIHF player already under contract to an IIHF team and who is eligible to be signed either pursuant to NHL Draft rights acquired in a prior year's NHL Draft or as a "free agent" vis-à-vis NHL teams may be signed by an NHL team for one or any number of the following future NHL seasons at any time during the period following the conclusion of the playing season for the player's IIHF team (including playoffs), and ending at 5:00 p.m. New York Time (23:00 CET) on June 15, as follows:

<b>1<sup>st</sup> Season of NHL Contract</b>	<b>June Signing Deadline</b>
2022/23	June 15, 2022
2023/24	June 15, 2023
2024/25	June 15, 2024
2025/26	June 15, 2025
2026/27	June 15, 2026
2027/28	June 15, 2027
2028/29	June 15, 2028
2029/30	June 15, 2029

If such IIHF player is not subject to a contract with an IIHF team for any future season, he may be signed by an NHL team to a contract that includes the current season, during the period commencing the later of: (i) following the conclusion of the playing season for the player's IIHF team (including playoffs), or (ii) following the conclusion of the IIHF World Championships, in the event such player is participating in the IIHF World Championships, and ending at 5:00 p.m. New York Time (23:00 CET) on June 15 of each year of this Agreement, including the period ending on June 15, 2022, subject to applicable NHL rules regarding eligibility. NHL

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teams who receive written confirmation from an IIHF national association that a particular player will not be invited to participate in the IIHF World Championships or who receive written confirmation from a player confirming that he has no intention of participating in the IIHF World Championships even if asked, will be free to sign such player to a contract that includes the current season following the conclusion of the playing season for the player's IIHF team (including playoffs). Each IIHF national association will endeavor to respond promptly and in good faith to requests by NHL teams inquiring into whether the national association intends to invite a particular player to participate in the IIHF World Championships.

- b) For each season during the term of this Agreement, any IIHF player under contract to an IIHF team and who has been drafted by an NHL team in the immediately preceding NHL Draft may be signed by such NHL team in the year they are drafted for one or any number of the following future NHL seasons through and including 5:00 p.m. New York Time (23:00 CET) on July 15. As an example, and for purposes of clarity, an IIHF player under contract to an IIHF team who is drafted in the 2022 NHL Draft will be eligible to be signed by the NHL team that drafted him on or before July 15, 2022 without any additional payment of any kind (other than the Player Development Payments specified in Articles 3.1, 3.2 and 3.3). The July 15 signing deadline operates as follows:


<b>NHL Draft Year</b>	<b>July Signing Deadline</b>
2022	July 15, 2022 (No Additional Fee)
2023	July 15, 2023 (No Additional Fee)
2024	July 15, 2024 (No Additional Fee)
2025	July 15, 2025 (No Additional Fee)
2026	July 15, 2026 (No Additional Fee)
2027	July 15, 2027 (No Additional Fee)
2028	July 15, 2028 (No Additional Fee)
2029	July 15, 2029 (No Additional Fee)

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c) For each season during the term of this Agreement, any IIHF player under contract to an IIHF team and who has been drafted by an NHL team in the immediately preceding NHL Draft may be signed by such NHL team in the year they are drafted for one or any number of the following future NHL seasons between July 16 and through and including 5:00 p.m. New York Time (23:00 CET) on August 15, provided that for any player signed between July 16 and August 15, the NHL will pay the sum of: (i) USD \$100,000 (one hundred thousand U.S. dollars) for signings in each of the 2022/23 through 2025/26 NHL seasons, and (ii) USD \$125,000 (one hundred and twenty-five thousand U.S. dollars) for signings in each of the 2026/27 through 2029/30 NHL seasons to the participating IIHF national association (for the benefit of the player's IIHF team), in addition to the Player Development Payments as specified in Articles 3.1, 3.2 and 3.3 below, as follows:

<b>NHL Draft Year</b>	<b>August Signing Deadline (Additional Fee)</b>
2022	August 15, 2022 (USD \$100,000)
2023	August 15, 2023 (USD \$100,000)
2024	August 15, 2024 (USD \$100,000)
2025	August 15, 2025 (USD \$100,000)
2026	August 15, 2026 (USD \$125,000)
2027	August 15, 2027 (USD \$125,000)
2028	August 15, 2028 (USD \$125,000)
2029	August 15, 2029 (USD \$125,000)

d) Once the signing deadlines (the June 15 signing deadline, the July 15 signing deadline, or the August 15 signing deadline, as applicable) have passed, any player under a player contract to an IIHF team or having signed a player contract with an IIHF team after the applicable signing deadline has passed and remains subject to that contract, may not be signed to an NHL contract for that applicable NHL season. Nor shall any NHL team attempt to induce a player under contract to an IIHF team who otherwise does not have a buy-out, opt-out, release or other

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related clause which gives the player the option to set aside or suspend the contract, to breach or improperly terminate such contract in order to become a free agent.

### **3 PLAYER DEVELOPMENT PAYMENTS**


#### **3.1 "DRAFTED PLAYER" FEES**

The NHL will pay to each participating IIHF national association "Drafted Player" Fees which shall be calculated and payable on an annual basis based on the identity of the IIHF players who are drafted in the most recent NHL Draft (e.g., 2022 NHL Draft for purposes of the 2022/23 Player Development Payments), as follows:

<b>Round of Selection</b>	<b>2022/23 through 2025/26 Seasons</b>	<b>2026/27 through 2029/30 Seasons</b>
1 <sup>st</sup> Round Draft Picks	USD \$35,000	USD \$40,000
Later Round Draft Picks	USD \$20,000	USD \$25,000

The "Drafted Player" Fee for each player drafted in a given year shall be determined solely on the basis of the country in which the player played in the season before being drafted (e.g., the 2021/22 season for the 2022 NHL Draft). Where a player plays for multiple teams in multiple countries in the season before being drafted, eligibility for payment will be based on where the player played the largest number of games (regular season and playoffs). For these purposes, games played in international tournaments where a player performs for his national team will not be counted.

The totality of the "Drafted Player" Fees attributed to a participating country in each year of the Agreement shall be payable exclusively to the participating IIHF national association (as opposed to the IIHF league or team) in consideration of, and to help fund going forward, the national association's continued player development efforts which necessarily enhance the supply of elite-level players available to be drafted and/or signed by NHL teams.

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### 3.2 "SIGNED PLAYER" FEES

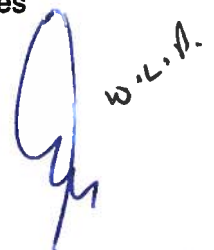
The NHL will pay to each participating IIHF national association "Signed Player" Fees which shall be calculated and payable on an annual basis based on the identity of IIHF players (or former IIHF players) who sign their first NHL contracts counted in the season in which the NHL contract becomes effective (e.g., first season of the NHL contract is the 2022/23 NHL season for purposes of 2022/23 Player Development Payments), as follows:

Season	Fee
2022/23 through 2025/26 seasons	USD \$285,000
2026/27 through 2029/30 seasons	USD \$315,000

The total "Signed Player" Fee for each player signed to an NHL contract in a given year shall be allocated and subsequently distributed as follows:

- a) 40% to the country in which the player played his last full season before signing his first NHL contract (e.g., the 2021/22 season for player signed to begin play in the 2022/23 season) (the "First Signing Fee Season");
- b) 20% to the country in which the player played the season before the First Signing Fee Season (e.g., the 2020/21 season for player signed to begin play in the 2022/23 season) (the "Second Signing Fee Season");
- c) 20% to the country in which the player played the season before the Second Signing Fee Season (e.g., the 2019/20 season for player signed to begin play in the 2022/23 season) (the "Third Signing Fee Season"); and
- d) 20% to the country in which the player played the season before the Third Signing Fee Season (e.g., the 2018/19 season for player signed to begin play in the 2022/23 season) (the "Fourth Signing Fee Season").

Where a player plays for multiple teams in multiple countries in a single season, eligibility for payment will be based on where the player played the largest number of games




(regular season and playoffs). For these purposes, games played in international tournaments where a player performs for his national team will not be counted.

Where one or more of a player's Development Seasons is with a team participating in the Kontinental Hockey League or in any junior or professional league in North America or with any other national association or league that is not party to this Agreement with the NHL, no "Signed Player" Fee will be allocated to (or payable for) any such season(s).

Notwithstanding the immediately preceding paragraph, the NHL will pay a full "Signed Player" Fee (i.e., \$285,000 or \$315,000 with no 40% reduction) in all cases where a Player: (a) leaves his "Development Country" (as specifically defined in Article 3.3 below), while still under contract to a team in his "Development Country;" (b) plays only one (1) season or less in the CHL or in any other junior league in North America as of the date he signs his NHL contract; and (c) has spent all previous Signing Fee Seasons (i.e., the Second Signing Fee Season, the Third Signing Fee Season and the Fourth Signing Fee Season) playing hockey in his "Development Country."

Only one "Signed Player" Fee is payable for any single player, and only upon the signing of his first NHL contract. A player's signing of a second or subsequent NHL contract -- even if he has returned to play in Europe in the interim -- will not trigger a subsequent "Signed Player" Fee.

The NHL shall be entitled to a "payment credit" for fifty (50%) percent of the "Signed Player" Fee payable in a given year on account of any player who: (i) breaches his NHL contract; (ii) thereafter has his NHL contract terminated by his NHL team during the player's first season; and (iii) subsequently returns and plays in the same season for his prior IIHF team. Such "payment credit" will be recognized and accounted for in full as a reduction to the remaining balance payment for "Signed Player" Fees on account of the then-current season, payable as of March 15 of every year as referenced in Article 3.4(c) below.


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### **3.3 "NHL PLAYER DEVELOPMENT BONUS"**

The NHL will pay to each participating IIHF national association an annual "NHL Player Development Bonus," which shall be calculated based on the number of that country's players who appear in at least thirty (30) NHL games during a given season (regular season and playoffs). For purposes of this Article 3.3, the "NHL Player Development Bonus" shall be calculated on the basis of each player's "Development Country". For purposes of this Agreement, a player's "Development Country" shall be defined as the player's country of birth, provided it can also be demonstrated that the player played youth hockey in such country through and including the age of 14. In the case of players who have not played youth hockey in their birth country (or who relocated to another country prior to the age of 14), the player's "Development Country" will be defined as the country in which the player played hockey between the ages of 14 and 17. For purposes of clarity, a player that does not meet the foregoing definition of having a single "Development Country" will not be included within these calculations.

The annual "NHL Player Development Bonus" will be calculated as a percentage of the aggregate amount of "Drafted Player" and "Signed Player" Fees (together, the "Other Player Development Payments") applicable in that season at the following levels:

- a) for 1-15 Players, USD \$10,000 per player or 10% of the Other Player Development Payments earned and payable to the participating IIHF national association, whichever is greater;
- b) for 16-30 Players, USD \$10,000 per player or 15% of the other Player Development Payments earned and payable to the participating IIHF national association, whichever is greater;
- c) for 31-45 Players, USD \$10,000 per player or 20% of the Other Player Development Payments earned and payable to the participating IIHF national association, whichever is greater; and
- d) for 46 Players or more, USD \$10,000 per player or 25% of the Other Player Development Payments earned and payable to the participating IIHF national association, whichever is greater.

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For purposes of illustration and further clarity, if the aggregate amount of a participating IIHF national association's "Other Player Development Payments" in a given year totals USD \$4,000,000, and there were a total of 35 players whose Development Country is represented by the national association, and who played in at least 30 NHL games in that season, the participating IIHF national association would be entitled to an additional "NHL Player Development Bonus" in the amount of USD \$800,000 (i.e., 20% x USD \$4,000,000 = USD \$800,000).

### **3.4 INVOICING/PAYMENT SCHEDULE**

For each season during the term of this Agreement, each participating IIHF national association shall invoice the NHL for Player Development Payments pursuant to Articles 3.1, 3.2 and 3.3 above as follows:

- a) August 1 "Drafted Player" Fees due and owing to the participating IIHF national association on account of the number of players drafted from a team in that national association's territory during the immediately preceding NHL Draft.
- b) November 15 Fifty (50%) percent of the projected "Signed Player" Fees due and owing on account of players who signed their first NHL contracts that first became effective in the then-current season.
- c) March 15 Remaining balance of "Signed Player" Fees on account of players who signed their first NHL contracts that first became effective in the then-current season.
- d) June 15 "NHL Player Development Bonus" payable based on the total number of players who appeared in at least thirty (30) NHL games (regular season and playoffs) in the just

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completed NHL season whose "Development Country" is represented by the participating national association.

The NHL shall use reasonable efforts to make payment on such invoices within 21 days of their receipt.

#### **4 PLAYER ASSIGNMENTS**

##### **4.1 IIHF PLAYERS SUBJECT TO RETURN**

IIHF players who sign their first NHL contracts, and:

- a) are under contract to an IIHF team and have played for such IIHF team through the conclusion of the season prior to his being signed by his NHL team;
- b) have not yet reached their: (i) 22<sup>nd</sup> birthday by the day prior to the start of the NHL regular season (for IIHF players who were drafted or signed prior to the effective date of this Agreement) or (ii) 24<sup>th</sup> birthday by the day prior to the start of the NHL regular season (for all other IIHF players);
- c) are unable to earn a roster position on their NHL team by the first day of the NHL regular season; and
- d) were not selected in the first round of the NHL Draft

may not be assigned by their NHL team to a minor league team or to any other team in North America (whether affiliated with the NHL team or not) during the first year of their NHL contracts, but will instead be offered by their NHL teams to their previous IIHF teams, which return shall be for the balance of the IIHF season. IIHF teams are free to refuse such offer in which case there will be no restrictions pursuant to this Agreement regarding assignments by their NHL teams outside the NHL. With respect to players who are returned to their IIHF teams pursuant to this provision, NHL teams will have no responsibility for the payment of salary owed under the players' contracts with their previous IIHF team(s).



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For players who are returned to their IIHF teams pursuant to this Article 4.1, and who thereafter elect to participate in the annual IIHF World Championships, all such players will be subject to recall and/or reassignment by their NHL teams during the period between: (i) the end of the playing seasons for their IIHF teams (regular season and playoffs), and (ii) the date ten (10) days prior to the first game of the IIHF World Championships Tournament.

#### **4.2 IIHF PLAYERS SUBJECT TO MINOR LEAGUE ASSIGNMENT**

All IIHF players who sign their first NHL contracts, and are not subject to return pursuant to Article 4.1 above, will have no restrictions pursuant to this Agreement regarding assignments by their NHL teams outside the NHL.

#### **4.3 IIHF PLAYERS RETAINED**

Any player who would otherwise be subject to return to his IIHF team under Article 4.1 above, but who is retained by his NHL team because he is able to earn a roster position on his NHL team by the first day of the NHL regular season (or because he is injured as of the first day of the NHL regular season), may not be assigned to a minor league team before such player has attained a minimum of sixty (60) days on his NHL team's Active Roster during the NHL regular season without first being offered to his previous IIHF team for the balance of the IIHF season.

#### **4.4 ASSIGNMENT OF NHL PLAYERS TO IIHF TEAM**

Any player under NHL contract may, upon the mutual agreement of his NHL team, the player and an IIHF team, be assigned by his NHL team to an IIHF team on terms which are subject to, and in accordance with, the provisions of this Agreement. Any player who was under contract to an IIHF team at the time that he signed with an NHL team and is assigned to Europe under this Article 4.4 may not be assigned to any other European team (amateur or professional) without first being offered to his previous IIHF team. This restriction on assignment shall remain in effect only for the period that coincides with the duration of such player's obligation to the IIHF team immediately before entering into the contract with the NHL team. Such player can be recalled or reassigned by his NHL team

subject to the terms of the NHL/NHLPA Collective Bargaining Agreement and the terms agreed to by the player's NHL team and IIHF team, which terms must be contained in writing in a "loan agreement" signed by both parties and filed with each of the NHL, NHLPA and the IIHF or the player's participating IIHF national association at the time the NHL team assigns the player to the IIHF team. A player assigned to an IIHF team under this Article 4.4 may be recalled or reassigned by the NHL team at any point during the player's IIHF season (including the World Championships if such player has elected to participate), provided such recall or reassignment is contemplated and agreed to as part of the "loan agreement." In the absence of any such recall or reassignment provision in the "loan agreement," the player will not be subject to recall or reassignment by his NHL team and may not return to play for his NHL team and/or its minor league team(s) at any time during the balance of the player's IIHF season (including the World Championships if such player has elected to participate).


Conditional assignments with reserved rights to recall/reassign a player pursuant to this Article 4.4 are not permitted with respect to players assigned pursuant to Article 4.1 above.

## **5 PLAYER TRANSFER PROCEDURE**

### **5.1 PLAYER TRANSFERS FROM IIHF TEAM TO NHL TEAM**

The NHL will promptly notify the player's participating IIHF national association when a player signs a player contract with an NHL team. The participating IIHF national association will in turn notify the player's IIHF team.

Upon receiving written confirmation that a player has signed a player contract with an NHL team, the IIHF team will immediately release the player and the player will immediately release the IIHF team from any and all future contractual obligations during the term of his player contract with the NHL team/teams and neither will assert any further rights during the term of his player contract with the NHL team/teams, provided, however, that if a player is returned to his IIHF team pursuant to the terms of this Agreement, his existing contractual obligations to his IIHF team, if any, will be observed and enforced.

  
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Any required transfer card, letter of clearance or other documentation will be promptly supplied by the IIHF or the participating IIHF national association. None of the participating IIHF parties will make any effort to interfere with the prompt relocation of the player to his NHL team, nor shall any participating IIHF party assert a right to receive any additional compensation, liquidated damages or other things of value from the player or his NHL team as a result of such player's decision to sign with an NHL team.

## **5.2 PLAYER TRANSFERS FROM NHL TEAM TO IIHF TEAM**

A player who is playing or last played for an NHL team, or who has signed a player contract to play for an NHL team in the future, and wishes to play for an IIHF team will be subject to the prevailing IIHF Statutes, By-Laws and Regulations.

## **5.3 CONFIRMATION OF PLAYER'S CONTRACTUAL STATUS**

In the event that a player who is playing or last played for an NHL team, or who has signed a player contract to play for an NHL team, proposes to enter into or has signed a player contract to play with an IIHF team, the participating IIHF national association shall contact the NHL in writing, and request a written confirmation that the player is not subject to an existing and validly binding player contract with an NHL team. The only ground on which such confirmation may be denied is that the player is subject to an existing and validly binding player contract.

If within three (3) days after the sending of such written request, the participating IIHF national association receives a written confirmation from the NHL expressly stating that the player is subject to an existing and validly binding player contract, the participating IIHF national association shall deny the transfer and the player shall not be permitted to play for any IIHF team during the term of his existing and validly binding player contract in the NHL. The NHL shall provide written evidence of a player's contractual status with an NHL team, including a copy of the player's actual contract if such documentation is requested. No response from the NHL within three (3) days will mean that the player is free to play with the IIHF team.

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In the event that an NHL team shall decline or otherwise fail for whatever reason to proceed to arbitration in accordance with the procedures set forth in Article 5.4 below with respect to a player whose contractual status is subject to dispute, then the participating IIHF national association shall be relieved of the obligation to deny the transfer and the player shall be free to sign a player contract with and play for an IIHF team.

The same procedure relative to the determination of the player's contractual status shall apply where an NHL team wishes to sign any IIHF player who is currently playing or last played for an IIHF team except as such signings may be authorized during the applicable signing periods as specified in Article 2.2 above.

Each participating IIHF national association separately agrees that it will, upon request by the NHL, provide written evidence of a player's contractual status with an IIHF team, including a copy of the player's actual contract.

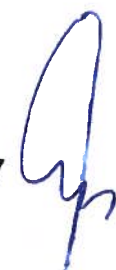
#### **5.4 DISPUTED VALIDITY OF CONTRACTS**

##### **5.4.1 NHL CONTRACTS**

Any dispute as to whether a player is presently subject to a player contract with any NHL team, or whether such player contract has been properly and effectively terminated, shall be resolved as provided for in any NHL/NHLPA Collective Bargaining Agreement then in effect. All affected participating IIHF parties shall be entitled to participate in such proceedings, and all such parties shall be bound by any award issued by the NHL/NHLPA arbitrator as if such award was issued by the International Arbitrator provided for under Article 6.2 of this Agreement.

##### **5.4.2 IIHF CONTRACTS**

Any dispute as to whether a player is presently subject to a player contract with any IIHF team, or whether such player contract has been properly and effectively terminated, shall be resolved as provided for in Article 6 below.

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## **5.5 TRAINING AND PLAYER DEVELOPMENT CONTRACTS**

For so long as this Agreement remains in effect, the provisions of any "Training and Player Development Contract" (or similar contracts between any participating IIHF party and players playing for IIHF teams) that: (a) restrict the player's ability to enter into contracts with NHL teams or to transfer to play in North America; or (b) require the player to make monetary payments to any participating IIHF party in the event that he enters into a contract with an NHL team or transfers to play in North America, shall be null and void.


## **6 INTERNATIONAL ARBITRATION**

### **6.1 SCOPE OF ARBITRATION**

The parties shall refer any dispute regarding the application and enforcement of this Agreement to arbitration as specified below. This specifically includes but is not limited to any dispute as to whether a player is presently subject to an existing and validly binding player contract with any IIHF team, or whether such player contract has been properly and effectively terminated.

### **6.2 INTERNATIONAL ARBITRATOR**

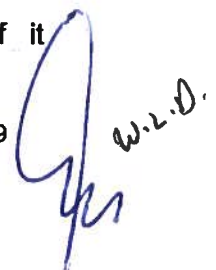
The NHL (with prior consultation and approval from the NHLPA) and the IIHF (acting on behalf of the participating national associations) shall each designate a reputable arbitrator, one of whom shall be located in Europe (the IIHF designee) and one of whom shall be located in North America (the NHL designee), who shall serve as the International Arbitrators. The two (2) International Arbitrators shall hear disputes on an alternating basis, except that the same International Arbitrator may hear two (2) or more disputes consecutively either by agreement of the parties to the dispute or if the International Arbitrator who would normally hear the dispute is unavailable. The International Arbitrators shall serve one-year terms, subject to renewal, and may be dismissed by either the NHL or IIHF (acting on behalf of one (1) or more of the participating IIHF national association(s)) on thirty (30) days notice.



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### 6.3 ARBITRATION PROCEDURE

- a) The existence and nature of the dispute shall be asserted by notice in writing given to the affected participating IIHF national association, the NHL, the NHLPA and the International Arbitrator presiding.
- b) The International Arbitrator shall convene a hearing with respect to the dispute at the earliest possible time convenient to the parties (i.e., the affected participating IIHF national association, the NHL and the NHLPA if it participates), but in no event later than ten (10) days following the International Arbitrator's receipt of such notice. If neither International Arbitrator is available to convene a hearing within this period and the affected participating IIHF national association and the NHL (with the agreement of the NHLPA) are unable to agree upon another International Arbitrator, the two (2) agreed-upon International Arbitrators shall appoint an ad hoc International Arbitrator, who shall hear the particular dispute only.
- c) The award shall be issued no later than 72 hours after the conclusion of the hearing.
- d) Proceedings shall be conducted in English. Each party to the proceeding (i.e., the affected participating IIHF national association, the NHL and the NHLPA if it participates) and all other interested parties shall have the right to be represented by counsel. So long as it functions as the collective bargaining agent for NHL players, the NHLPA shall be entitled to participate in all proceedings under this Agreement which could impact the status of an NHL player or if its interests are otherwise affected subject to Article 6.3(e) below.
- e) An award of the International Arbitrator shall constitute a full, final and complete disposition of the dispute and shall be binding upon the affected participating IIHF national association, the NHL, the NHLPA (if it



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participates) and all other interested parties participating in the proceeding. Judgment upon an award of the International Arbitrator may be entered by a court of competent jurisdiction. All costs of arbitration, including the fees and the expenses of the International Arbitrator, shall be borne equally by the parties to the arbitration (i.e., the affected IIHF national association, the NHL and the NHLPA if it participates); but each party shall bear the cost of its own witnesses, counsel and the like.

## **7 INTERNATIONAL COMPETITIONS**

### **7.1 U20 WORLD CHAMPIONSHIPS AND INTERNATIONAL TOURNAMENTS**

Absent extraordinary circumstances (e.g., insufficient roster/number of available players), NHL teams will be obligated to make available players under NHL contract but not playing in the NHL (i.e., on assignment to the AHL or ECHL, but not the Canadian Hockey League) for purposes of participation in the IIHF U20 World Championships, or any other IIHF-sanctioned mid-season tournament that is necessary for a country's qualification in the Olympics or World Championships (subject to appropriate insurance being provided for). NHL teams shall have no obligation to make players available for any international tournament with games scheduled after February 15.

### **7.2 MEDICAL DISCLOSURE**

The NHL and the IIHF national associations agree that NHL teams shall be provided with copies of all medical records relating to injuries sustained by their players during international competition and shall have the right to consult with the applicable national association with regard to any medical treatment and rehabilitation prescribed or administered to their players.

### **7.3 OTHER INTERNATIONAL EVENTS**

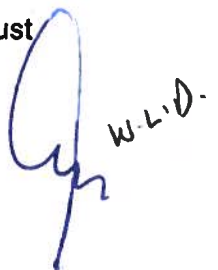
The IIHF national associations, leagues and teams acknowledge that the NHL may desire to have one or more NHL teams play exhibition games against one or more IIHF teams, both in and outside of North America. The NHL agrees to obtain approval from the IIHF national association of the country wherein such games are intended to be played for any

such exhibition games, such approval not to be unreasonably withheld. In addition, games involving two NHL teams played outside of North America shall also be subject to the approval of the IIHF national association of the country wherein such games are intended to be played, such approval not to be unreasonably withheld. The IIHF national associations will not approve any exhibition game involving an NHL team without the consent of the NHL.

#### **7.4 UNAUTHORIZED OFF-SEASON EVENTS**

Each of the participating IIHF parties hereby accepts and acknowledges that every NHL player who is under an existing player contract with an NHL team has an express contractual obligation to play hockey only for the NHL team, and is therefore not authorized to play hockey for any other team or organization, or in any non-NHL game or exhibition, without the express written consent of the NHL and the player's NHL team. Accordingly, each of the participating IIHF parties agrees not to organize, sanction or consent to any hockey game, hockey exhibition or other on-ice hockey event which features the participation of an NHL player or players without having consulted in the first instance with, and having received the prior written consent of, the NHL. Moreover, each of the participating IIHF parties agrees to use their best efforts to promptly report to the NHL whenever they become aware of plans for any hockey game, hockey exhibition or other on-ice hockey event which features the participation of an NHL player or players, regardless of whether they have been asked to sanction or consent to such event.

The NHL may or may not agree to a player's participation in a non-NHL proposed game, exhibition or other on-ice hockey event in its sole discretion and, where NHL consent is provided, it will be provided at the NHL's reasonable discretion on the basis of one or more of the following conditions: (1) for each NHL player participating, the organizing body must obtain and produce to the NHL written consent from that player's NHL General Manager before the player can be permitted to participate; (2) for each NHL player participating, the organizing body must obtain and produce to the NHL written evidence that the player has been adequately insured for accidental death and disability for 100% of the value of the remaining term of his NHL contract; and (3) the organizing body must

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demonstrate that 100% of any proceeds generated by the game, exhibition, or other on-ice event will be directed to a charity that is acceptable to the NHL.

In the event that, at any time during the term of this Agreement, a participating IIHF national association does, in fact, organize, sanction or consent to any game, exhibition or other on-ice hockey event which features the participation of a player or players under contract to an NHL team without obtaining the prior consent of the NHL, such participating IIHF national association shall be liable for a penalty fee payable to the NHL of USD \$100,000 (one hundred thousand U.S. dollars).


## **8 GENERAL PROVISIONS**

### **8.1 BINDING EFFECT**

The participating IIHF national associations represent that upon obtaining the necessary approvals and executing this Agreement, the Agreement will be binding on all IIHF parties within their territory. The NHL represents that upon obtaining the necessary approvals and executing this Agreement, the Agreement will be binding on all current and future NHL teams.

Subject to Article 8.5 below, the NHL may withdraw from this Agreement and cease making further payments in respect of the NHL season(s) following the NHL season in which the Agreement becomes not binding on any of the IIHF parties which are bound hereby. Alternatively, the NHL may request the renegotiation of the Agreement if the Agreement should no longer bind any of the IIHF parties which are bound hereby (including the leagues and teams within each of the national territories of the participating IIHF national associations) as defined herein.

Nothing in this Agreement is intended to nullify any obligations a player had or may have to his IIHF team under his player contract or according to IIHF Statutes, By-laws and Regulations, provided any such obligations are not otherwise inconsistent with the provisions of this Agreement.

  
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## **8.2 WARRANTIES BY NHL**

- a) Except as specifically provided for in Article 2.2 above, the NHL warrants that neither the NHL nor any NHL team will enter into separate negotiations or conclude separate agreements with any participating IIHF party regarding the release and transfer to the NHL of any IIHF player under contract to an IIHF team. No NHL team may offer any money or other thing of value in exchange for an IIHF player's release except for such amounts specifically described and set forth in Articles 2.2(c), 3.1, 3.2 and 3.3 of this Agreement.
  
- b) The NHL warrants that it has consulted with the NHLPA and the NHLPA has consented to the terms of this Agreement.
  
- c) The NHL warrants that the present Collective Bargaining Agreement with the NHLPA limits generally the eligibility of players for selection in the annual NHL Draft to players aged 18 years or older, as of September 15 of their draft year.

## **8.3 WARRANTIES BY PARTICIPATING IIHF PARTIES**

Except as specifically provided for in Article 2.2 above, no participating IIHF party that is subject to this Agreement will enter into separate negotiations or conclude separate agreements with any NHL team regarding the release and transfer to the NHL of any IIHF player under contract to an IIHF team. No participating IIHF party may accept any money or other thing of value in exchange for an IIHF player's release except for such amounts described in Articles 2.2(c), 3.1, 3.2 and 3.3 of this Agreement.

## **8.4 DISTRIBUTION OF NHL PAYMENTS**

NHL payments under this Agreement shall be made directly to the participating IIHF national associations for their own benefit, as well as for the benefit of the IIHF teams from whom IIHF players are drafted and/or signed. The participating IIHF national associations and leagues/teams shall then, at their sole discretion and except as may be otherwise provided herein, decide how the NHL payments made under this Agreement are utilized.

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## **8.5 TERM**

This Agreement shall be effective retroactive to March 1, 2022 for signings beginning for the 2022/23 NHL season and shall continue through and including the conclusion of the 2029/30 NHL season, subject to the terms of this Article 8.5.

Each of the participating IIHF national associations shall have the right to terminate its continuing participation in this Agreement following the 2025/26 NHL season, by delivery of written notice to the NHL by no later than January 1, 2026. In such event, the participating IIHF national association giving notice shall be deemed to have terminated its participation in this Agreement as of the conclusion of the 2025/26 NHL season.

The NHL shall have the right to terminate its continuing participation in this Agreement vis-à-vis any one (1) or more of the participating IIHF national associations following the 2025/26 NHL season, by delivery of written notice to such IIHF national association(s) by no later than January 1, 2026. In such event, this Agreement will be deemed terminated as to each such IIHF national association(s) as of the conclusion of the 2025/26 NHL season.

## **8.6 MILITARY SERVICE**

Nothing in this Agreement is intended to permit any IIHF player to avoid a bona fide legal obligation of compulsory military service. The participating IIHF national associations undertake to promptly notify the NHL of the identity of those players that participating IIHF national associations claim in good faith to be subject to an obligation of military service and the dates covered by that obligation.

## **8.7 APPLICABLE LAW**

This Agreement shall be governed by the substantive laws of Switzerland, without reference to conflict of law rules.



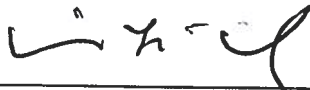
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**8.8 INTEGRATION**

In relation to player transfers between the NHL teams and the IIHF teams this Agreement replaces all previous related Agreements.



Signed this 6th day of APRIL, 2022.



National Hockey League

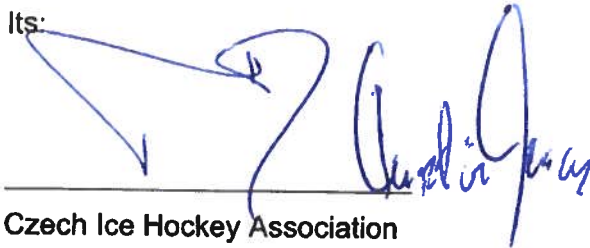
By: William L. Daly

Its: Deputy Commissioner

Austrian Ice Hockey Association

By:

Its:



Czech Ice Hockey Association

By: **Tomas Kral**  
President

Its: **Czech Ice Hockey Association**

**Martin Urban**  
General Secretary  
**Czech Ice Hockey Association**

Danish Ice Hockey Association

By:

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Finnish Ice Hockey Association

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Finnish Hockey League

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**French Ice Hockey Federation**

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