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BY-LAWS

SECTION 1

DEFINITIONS

1. In these League By-Laws or in any amendments thereto, unless the context otherwise requires or implies:

1.1. "The League" or "League" means the National Hockey League.

1.2. "Member Club" means a Club which is a member of the National Hockey League.

1.3. "Game" means the game of ice hockey.

1.4. "Season" or "Playing season" means the period beginning with the day of the first game of the League Schedule of Championship Games and ending on the day of the last Stanley Cup Game.

1.5. "Championship game" means any game included in the League Schedule of Championship Games and "Playoff game" means any Stanley Cup Game.

1.6. "Exhibition game" means any game other than a championship or playoff game.

1.7. "Player" means a hockey player and includes professional and amateur players, unless otherwise stated.

1.8. "Professional player" means a player who has entered into a contract with a professional hockey club and has played in at least one professional game pursuant to that contract and has not been reinstated as an amateur.

1.9. "Amateur player" means a player who has not participated in a professional hockey game except under special try-out permit from amateur authorities or who having been a professional player has been reinstated as an amateur by a recognized amateur hockey authority.

1.10. A player shall be deemed to have "played" or "participated" in a game who actually takes part in the game.

1.11. "Commissioner" and "President" are used interchangeably, effective June 25, 1993. Each term means, and refers to, the Chief Executive Officer of the League.

1.12. "League Player List" or "Player List" shall include any list created by these By-Laws — Reserve List, Voluntarily Retired List, Inactive List, Protected List, Playoff Eligibility List, Free Agent List — unless the context otherwise requires.

1.13. "League official" includes President, Vice President, Secretary, Treasurer, referee, linesman, timekeeper, penalty timekeeper, scorer and goal judge.

1.14. "Official of a Member Club" or "Club official" includes Governor, Alternate Governor and any officer or director of a Member Club.

BY-LAWS

SECTION 2

AGREEMENTS WITH PLAYERS

2.1. An agreement between a Member Club and a player shall be deemed to have been made when the player has signed one of the standard forms authorized by the Collective Bargaining Agreement ("CBA") between the Member Clubs and the National Hockey League Players' Association, or has, in writing or by telegraph, accepted a Member Club's offer, or has given a receipt for money advanced to him, pursuant to such agreement. All such agreements shall be completed for registration purposes on one of the authorized standard forms, and in case of refusal by the player to sign the agreement for which he has given his written acceptance of receipt, he shall be deemed to have signed it for the purpose of registration of the Club's claim to protection of rights to the services of such player.

2.2. Following are the Approved Standard Form Contracts which are authorized by the CBA:

(a) If executed prior to August 17, 1982:

(i) 1977 Standard Player's

(ii) 1980 Corporate Form Standard Player's

(b) If executed on or after August 17, 1982:

(i) 1977 Standard Player's, amended to incorporate changes agreed to by Clubs and the Association effective August 17, 1982

(ii) 1980 Corporate Form Standard Player's, amended to incorporate changes agreed to by Clubs and the Association effective August 17, 1982

(iii) The following 1982 forms:

Standard Player's
Standard Player's — Amended 1984
Player's Option
Player's Termination
Post-Option Year Termination
Standard — Corporate
Standard Option — Corporate
Standard Termination — Corporate
Post-Option Year Termination — Corporate

(iv) The following 1986 forms:
Standard Player's
Player's Option
Player's Termination
Post-Option Year Termination
Double-Eagle
Standard Corporate
Standard Option — Corporate
Standard Termination — Corporate
Post-Option Year Termination — Corporate
Double-Eagle — Corporate

(v) The following 1986 forms, as revised in 1987:

Standard Player's
Player's Termination
Post-Option Year Termination
Double-Eagle
Standard Termination — Corporate
Post-Option Year Termination — Corporate
Double-Eagle — Corporate

(vi) 1986 Standard Player's, as revised in 1988

2.3. All players who enter into a contract with a Club shall execute one of the form contracts presently or subsequently authorized by the CBA, which contracts are recognized as valid and binding. Notwithstanding the language contained in any of such contracts, the provisions of the *Addendum to 1982 and Prior Form Contracts* shall be binding upon all Clubs and players who have entered into, or who in the future shall enter into, contracts with each other on any of the Approved Standard Form Contracts.

2.4. Notwithstanding the above, WHA player contracts assumed by Clubs or retained by any of the four former World Hockey Association teams entering the League, for players who played professional hockey in the World Hockey Association prior to the 1979-80 season, regardless of when the contracts were entered into, shall be modified and amended as to conform to the 1977 Form of Standard Player's Contract, except that:

(a) The Club holding such contract(s) may, no later than July 1 of the calendar year in which the fixed term of said contract expires, formally offer the player a 1982 form contract (as the provisions of said contract may be modified from time to time pursuant to the applicable provisions of this Agreement). If the Club fails to offer such a contract to the player by the specified date herein, then the player shall become a free agent, without any further obligation to provide services under the said contract and as such will have the right to negotiate with any Club in the League, or with

any other club, without obligation on the part of a Club which might, under such circumstances, acquire his services to make an equalization payment to the Club.

(b) If the Club offers the player a contract in accordance with subsection *(a)*, the player may:

(i) accept the offered contract; or

(ii) accept the contract, except as to salary, in which case the Club and player shall enter into a Standard Player's Contract or Standard Contract (Corporate) for a term of one year, plus an option year or longer if the Club and player agree, with the salary provision to be determined by neutral arbitration under the provisions of this Agreement; or

(iii) reject the contract and become a free agent in accordance with and subject to the provisions of By-Law Section *9A*.

(c) The player must notify the Club within 48 hours of the receipt of offer of formal contract as to his intention. If he elects to accept the contract with the salary to be arbitrated, he shall sign a contract completed except for salary and the salary will be determined by arbitration. If the player has not notified the Club of his intention within said 48 hours, he shall be deemed to have rejected the offer. (The Club shall notify the Central Registry and the Association of the time it offers a contract to a player pursuant to this subsection.)

2.5. The provisions of all form contracts shall not be changed or derogated from, except by the addition of a special option(s) for the extension of a Standard Player's or Standard-Corporate contract, which option shall be annexed to and filed with the contract.

2.6. A contract to play hockey for a Member Club may be made by a corporation of which the player is the owner of eighty percent of the issued shares and is the principal officer of the corporation. The player shall personally guarantee the fulfillment of all the provisions of the Standard Player's Contract.

2.7. All contracts or other agreements with players shall be filed with the Commissioner within three business days of their execution.

[NOTE: See By-Law Section 38 re Undisclosed Agreements with Players.]

2.8. A player who will not have attained his eighteenth birthday by midnight September 15th of the year of his signing may not be signed to any agreement by a Member Club, nor may his services in any way be negotiated for or contracted for, nor may his name be placed on a Reserve

List, nor may he be permitted to attend any training camp. Any such negotiations or any agreement signed as a result thereof shall be null and void and confer no rights whatsoever.

2.9. No Member Club shall agree to pay or pay, directly or indirectly, to any contracting player's agent any agency or other fees for services rendered the player without advance specific written authorization from the player specifying the amount, time and mode of payment to be made to the agent on the player's behalf, a copy of which authorization shall be maintained by the Member Club in its files. Nothing herein is intended to require any Member Club to make any such direct payment on the player's behalf to his agent, even though specifically authorized by the player.

BY-LAWS

SECTION 3

REGISTRATION OF PLAYERS AND RULES OF PRIORITY

3.1. All applications from Member Clubs to place the name of a player on any League Player list shall be directed to the Commissioner by letter or telegram and shall include the player's surname, Christian names and his address, and shall state the form of the agreement upon which the application is based, and the Player List upon which his name is to be placed.

3.2. Upon receipt of notification that a player has entered into any one of the agreements provided for in these By-Laws, and its type, the Commissioner shall register the player's name in any vacancy on the Member Club's Reserve List as directed, and advise all Member Clubs of the registration in the regular bulletin. At the time of such notification the Club making the registration must have in its possession the document upon which its claim is based, otherwise the Club shall at the discretion of the Commissioner, lose all rights to the player either permanently or for any lesser period of time fixed by the Commissioner.

3.3. Within ten days of such notification to the Commissioner or such further time as he may permit, the Member Club making the registration shall file with the Commissioner an Agreement on one of the forms provided for in Section 2 of these By-Laws, signed by the player and the Club. Upon failure of the Club to do so, the Commissioner may remove the player's name from the Reserve List.

3.4. A player whose name has been placed upon any League or Member Club's Player List may not be placed upon the Player List of another Member Club.

3.5. In cases where it is material to determine the time at which an application has been filed in the office of the Commissioner a telegram shall be deemed to have been so filed at the time of dispatch by the telegraph company as evidenced on the face of the message itself, and converted to Eastern Standard Time when the point of origin of the telegram is outside that zone. An application made by letter shall be deemed to have been filed in the office of the Commissioner at the time of actual receipt of the letter in that office as shown by the office stamp upon it. In case of notification by telegram a day shall be deemed to begin at 12:00 AM (midnight) Eastern Standard Time.

3.6. In cases where it is material to determine the actual birth date of any player, the date of birth shown in the Official Registry of Vital Statistics at the time of the application for registration, shall be deemed to be the correct date of birth.

3.7. A Member Club making application to place a player's name on a League Player List, shall upon request from the Commissioner's office at any time, furnish satisfactory proof of the player's eligibility to be placed upon that list. If satisfactory proof is not furnished within a reasonable time in the opinion of the Commissioner, the name of such player shall be removed from the Player List.

3.8. Notification of the removal of a player from any of its Player Lists may be made by a Member Club to the Commissioner by telegram or letter, and such notification shall take effect at the time and in the manner provided in this Section.

3.9. Where, upon application by a Member Club, the name of a player is placed on a Player List for which list such player is not eligible under these By-Laws, or where the Member Club did not have the right to make such application, the name of the player shall be removed from such list. If, in the opinion of the Commissioner, the Member Club making the application knew or could have ascertained by appropriate investigation that the player was not eligible for registration as requested, or that it did not have the right to make the application, or that the Member Club was attempting to evade the provisions of these By-Laws or any agreement to which the League is a party, he may rule that the Member Club shall have no claim to or rights in such player either permanently or for any lesser period of time.

BY-LAWS

SECTION 4

LEAGUE PLAYER LISTS

4.1. The Commissioner shall keep with respect to each Member Club the following Player Lists:

(a) Reserve List — players
Reserve List — goalkeepers
Reserve List — unsigned draft choices
(b) Voluntary Retired List
(c) Inactive List
(d) Protected List
(e) Playoffs Eligibility List
(f) Free Agent List

4.2. The Commissioner shall issue to all Member Clubs copies of the League Player Lists as they exist on the last day of each month, and shall issue bulletins periodically advising the changes made in the Lists.

BY-LAWS

SECTION 5

RESERVE LIST

5. A Member Club may have on its Reserve List, at any one time, not more than 90 players, which shall include the following:

(a) Not more than 50 players signed to Standard Player's Contracts and not less than 24 players and 3 goalkeepers under contract. Age 18 and age 19 players who were returned to Canadian Major Junior Hockey clubs, and who have not played 11 games in the NHL in one season, shall be exempt from inclusion in the 50 player limit.

Any club violating this provision shall be liable to loss of draft choices as determined by the Commissioner.

(b) Unsigned draft selections.

BY-LAWS

SECTION 6

ALIGNMENT OF TEAMS

6. The teams of the League shall be aligned into two Conferences, each of which shall consist of three Divisions, as follows:

EASTERN CONFERENCE

NORTHEAST DIVISION	ATLANTIC DIVISION	SOUTHERN DIVISION
Boston Bruins	New Jersey Devils	Atlanta Thrashers
Buffalo Sabres	New York Islanders	Carolina Hurricanes
Montreal Canadiens	New York Rangers	Florida Panthers
Ottawa Senators	Philadelphia Flyers	Tampa Bay Lightning
Toronto Maple Leafs	Pittsburgh Penguins	Washington Capitals

WESTERN CONFERENCE

CENTRAL DIVISION	PACIFIC DIVISION	NORTHWEST DIVISION
Chicago Blackhawks	Anaheim Mighty Ducks	Calgary Flames
Columbus Blue Jackets	Dallas Stars	Colorado Avalanche
Detroit Red Wings	Los Angeles Kings	Edmonton Oilers
Nashville Predators	Phoenix Coyotes	Minnesota Wild
St. Louis Blues	San Jose Sharks	Vancouver Canucks

[*NOTE: See also "Realignment," Resolutions, page 15 and "Modified Alignment Plan," Appendix II, Exhibit L.*]

BY-LAWS

SECTION 7

FORFEITURE OF GAMES

7.1. In the event of a forfeiture under Playing Rule 36(q) the offending team shall be responsible to the non-offending Member Club for all damages resulting therefrom and shall also pay a fine of $100,000 to the League, 50% of which shall be paid to the non-offending club in addition to any damages. Determination of damages shall be by decision of the Commissioner.

7.2. Should any team or teams have a home game or games forfeited by reason of this rule, which forfeiture was not caused by it, then the Commissioner shall cause to be prepared an alternate schedule of games to insure to the extent possible a schedule of 40 regular season home dates for the non-forfeiting Member Club(s) and/or rearrangement of playoff schedule and pairings in order to insure minimum number of playoff games, to the extent possible.

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BY-LAWS

SECTION 8

VOLUNTARILY RETIRED LIST

8.1. There shall be maintained in the League office a Voluntarily Retired List. A player under contract or option to any Member Club may by notice in writing addressed to the president of such Member Club express his intention to retire from organized professional hockey, and request that his name be placed on the Voluntarily Retired List of the League. Such notice and request shall be unconditional and shall be signed by the player. Upon filing by the Member Club of the original of such request, the name of such player shall be removed from its Reserve List and placed upon the Voluntarily Retired List of the League.

8.2. When a player, having requested that his name be placed on the Voluntarily Retired List or having declared his intention to retire from professional hockey, neglects or refuses to sign the written request therefore, the Commissioner may, by notice in writing directed to the player by double registered mail, call upon the player to sign the required form or report to his club within five days from the receipt of the notice, failing which the Commissioner may place the name of the player on the Voluntarily Retired List. The provisions of this Section shall apply to such player in the same manner and effect as if the player had signed the written request to be placed upon the Voluntarily Retired List.

8.3. A player whose name has been entered on the Voluntarily Retired List shall not be removed from that list within one calendar year of such entry or within one calendar year from his cessation of playing hockey for any team in any professional league in North America or on a professional or amateur team outside of North America, whichever is later, without the unanimous consent of all Member Clubs.

8.4. Except as provided in Section *8.7* of this By-Law relating to professional players reinstated as amateurs, the Club on whose Voluntarily Retired List a player's name has been registered may transfer his name back on its Reserve List at any time after the expiry of one year from the date of registration on the Voluntarily Retired List by filing any currently valid contract, option or try-out.

8.5. *(a)* A player whose name has been entered on the Voluntarily Retired List by a Member Club at his request, or by direction of the Commissioner under Section *8.2* hereof, may not re-enter organized hockey, professional or amateur, as a player for a period of three years from the date of such entry without the written consent of the Member Club making such entry.

(b) Subject always to the provisions of Section *8.5(a)* hereof, a player whose name has been entered on the Voluntarily Retired List by a Member Club at his request, or by direction of the Commissioner under Section *8.2* hereof, may not re-enter organized hockey, professional or amateur, in any other capacity for the period of one year from the date of such entry without the written consent of the Member Club making such entry.

(c) The Central Registry shall automatically remove from the Voluntarily Retired List on the third anniversary of its registration thereon, the name of any player who has attained his thirty-fifth birthday unless before that date there is registered with the Central Registry the consents in writing of such player for the continuance of such registration.

8.6. A player whose name has been entered on the Voluntarily Retired List shall not be eligible for reinstatement as an amateur except:

(a) where such player can demonstrate that he is unable to secure employment as a professional hockey player; or

(b) where such player has declared in writing his intention of retiring permanently from professional hockey.

8.7. Professional players reinstated as amateurs shall only be eligible for restoration to any active professional Player List under the following conditions:

(a) for players reinstated under Section *8.6(a)*, not within one calendar year of date of registration on the Voluntarily Retired List;

(b) for players reinstated under Section *8.6(b)*, not within two calendar years of the date of registration on the Voluntarily Retired List.

8.8. *(a)* Notwithstanding the provisions of Section *8.5(b)*, a professional player on the Reserve List of a Member Club having declared his intention to retire as a player for the purpose of taking a non-playing position in professional hockey, may request by notice in writing to the Central Registry and to his Member Club at least ten days prior to the conduct of the Waiver Draft or an Expansion Draft in any year, that his name be placed on the Voluntarily Retired List of his Member Club.

(b) Such player shall not be eligible to play, after such voluntary retirement procedure, for any club without the written consent of the Member Club from which he retired.

8.9. The club on whose Voluntarily Retired List a player's name is placed in accordance with this By-Law shall, notwithstanding the expiration of the contract, option or try-out agreement on which its rights to the services of the player existed, have the first option on the rights to the services of such player, which option shall be exercised by the tender to the player by the Club of a fair and reasonable Standard Player's Contract for the current season.

BY-LAWS

SECTION 8A

INACTIVE LIST

8A.1. Each Member Club shall be entitled to have on its Inactive List the names of not more than five players at any one time in the following categories:

(a) Registered students actually attending a university or degree-granting college.

(b) Qualified students who have applied for admission to a university or degree-granting college.

(c) Members of the Armed Forces of Canada or the United States.

(d) Any player under current contract to the Club who, for any reason except when prevented by injury or illness from so doing, voluntarily fails to fulfill the terms of his contract for a period of thirty consecutive days.

8A.2. To be eligible for registration on an Inactive List:

(a) the player must have been continuously on the Reserve List of a Member Club or one of its officially affiliated clubs for not less than six months prior to the date of transfer to the Inactive List;

8A.3. A player registered on an Inactive List shall be removed therefrom:

(a) not later than the date of the first game of his club in the regular schedule following graduation or other completion of the course of studies of the student.

(b) within one hundred and eighty (180) days of ceasing to qualify under Section *8A.1* hereof. If a player remains on such list beyond one hundred and eighty (180) days removal shall be effected under Section *8A.3(d)* hereof;

(c) if not admitted to a university or degree-granting college by October 31st next following transfer to the Inactive List;

(d) within ten (10) days next following notice from the Central Registry to the Club that such player is not eligible for continued registration on the Inactive List.

BY-LAWS

SECTION 9

TRANSFER OF PLAYERS

9.1. All transfers to or from Member Clubs of rights to services of a player shall be made by means of the Uniform Assignment form approved by the Governors. Such assignment shall be signed by both the transferor and the transferee and shall be filed promptly in the office of the Commissioner. Except as otherwise expressly provided in other sections of these By-Laws, such assignment may be made at any time. The acquisition of a free agent shall be formally recorded with the office of the Commissioner in such manner as provided by the Board of Governors.

9.2. The transferor club shall be responsible for the player's salary under his contract up to and including the day notice is given him of the transfer and, in addition, for the time required for the player to report to the transferee club. The salary adjustment shall be in the proportion that the number of days of the player's employment by each club bears to the number of days in the period covered by the League Schedule of Championship Games. The transferor club shall furnish the player with a pair of his regular boots and skates, a ticket for transportation, and sleeper accommodation if necessary, to the place where he is to report to the transferee club.

9.3. *(a)* Except as provided in subsection *(b)* hereof, in the event of the death or permanent incapacity of the player transferred or his bona fide retirement from hockey between the date of the transfer and the date of reporting to the transferee club, the transfer shall be void and the consideration for the transfer shall be returned; in all other contingencies the transferee assumes all the risks of the transaction.

(b) With respect to players acquired as free agents and to players acquired by negotiation or by arbitration as an equalization payment for a free agent in accordance with Section *9A*, the acquiring club in all instances assumes all the risks of the transaction.

9.4. A Member Club shall not loan a player to another Member Club. All transfers between Member Clubs (including transfer resulting from draft claims or purchase pursuant to Section *16A* or the Expansion Draft Regulations or as an equalization payment for a free agent resulting from negotiation or arbitration under Section *9A*) shall be absolute and shall not contain any provision:

(a) for the return or other disposition of the rights to the services of that player at any future time; or

(b) restricting in any way the transferability of that player at any future time.

9.5. Written notice of assignment of his contract or option shall be given to the player and from the time of receipt of such notice the player shall be bound to serve the assignee under the terms of that contract or option.

9.6. No transfer may be made of the rights to the services of a player which are owned by any Member Club either outright or by way of option to repurchase of such player between the 14th day next preceding the date fixed for the conduct of the Intra League Draft proceedings in any year and the actual completion of such proceedings.

9.7. In player transactions involving a Member Club having its headquarters in the United States of America and a Member Club having its headquarters in Canada, all payments shall be made in currency of the nation of the Club making the payment, unless specifically provided otherwise by agreement of the parties or in the By-Laws. This provision shall also apply to transfers from claim made under waivers.

9.8. *(a)* The Central Registry shall maintain for each Member Club a register in which shall be recorded all transfers from it of a right of claim in the Entry Draft to any other Member Club, and all transfers to it of a right of claim in the Entry Draft from any other Member Club.

(b) All such transfers shall be duly executed by the parties thereto on Standard Assignment forms and shall be filed in the Central Registry.

(c) In case of dispute the Central Registry record shall determine the rights exercisable in the Entry Draft proceedings pursuant to such transfers.

(d) The Central Registry shall publish in the regular Bulletin or otherwise such transfers of draft choices and every Member Club shall be entitled to receive upon request a certificate showing the state of its own register.

9.9. An agreement by two or more Member Clubs to make a player transaction shall be binding upon such clubs only if and when one of the following means of confirmation shall have occurred:

(a) During Central Registry's normal business hours, each of the Clubs involved in the transaction shall call Central Registry — either separately or via a conference call — and confirm the terms of the transaction to which they have agreed.

(b) Outside Central Registry's normal business hours, each of the Clubs involved in the transaction shall confirm its terms by telephone call to Central Registry's Trade Hot Line telephone, which shall be equipped 24 hours a day with an answering machine capable of recording incoming messages.

(c) A written notice of confirmation, signed by all clubs involved in the transaction, delivered to Central Registry by FAX or otherwise.

Upon confirmation through any of the above methods by all clubs involved in a player transaction, the transaction shall be final and binding. Absent such confirmation, no player transaction shall be binding upon any club.

Central Registry shall treat the confirmation as confidential, and shall make no public announcement of the trade until after one of the Clubs has done so.

BY-LAWS

SECTION 9A

FREE AGENTS AND EQUALIZATION

FREE AGENTS

9A.1. A player (or his corporation, which for purposes hereof, is herein referred to as "player") who becomes a free agent pursuant to Sections *9A.2, 9A.3* or *9A.4* hereof shall have the right to negotiate and contract with any Member Club or with any club in any other league, as provided herein.

9A.2. *(a)* A player under a 1982 Form Standard Player's Contract shall have the right to become a free agent in accordance with the terms of Section 18 of said contract and in accordance with the Player's Option Contract, as amended in 1982, to which said Section 18 refers.

(b) A player under a 1986 Form Standard Player's Contract shall have the right to become a free agent in accordance with the terms of Section 18 of said contract and in accordance with the Player's Option Contract, as amended in 1986, to which said Section 18 refers. The same shall apply with regard to a similar section in any subsequent form Standard Player's Contract approved through collective bargaining.

9A.3. A player under a 1986 Form Double-Eagle Contract shall become a free agent at the conclusion of its term.

9A.4. Where a player's corporation has contracted with a Member Club, such corporation shall have the right to become a free agent in accordance with the terms of the appropriate section of such corporate contract that conforms to the sections identified in *9A.2(a)* and *(b)* above.

FREE AGENT LIST

9A.5. On or before June 15 in each year each Member Club shall deliver to the Commissioner a report in writing, by FAX, telegram or by mail (which report shall remain confidential until the issuance of the Free Agent List described below), setting forth the name of each player under contract to it who, unless signed to a new contract with said club prior to July 1 of that year, will become a free agent as of that date. Each Member Club shall also furnish to the Commissioner after June 15 of such year, by immediate FAX or telegram, information as to any change of status of any such player. The Commissioner shall, on July 1 of such year, issue to all Member Clubs and the NHLPA a Free Agent List setting forth the names of all players he finds to be free agents as of such date, together with the name of the Member Club with which each such player was last under contract, and shall thereafter promptly issue such bulletins correcting, amending or updating such list as may be necessary to ensure its accuracy and currency. Except during a period that a player's name remains on the Free Agent List, no Member Club other than the Club with which he was last under contract may sign a contract or negotiate with such player, directly or indirectly, without the prior

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written consent of the Member Club with which he was last under contract, or otherwise take action which would violate Section *15* of these By-Laws.

When the name of a player has been placed on the Free Agent List, it shall be removed only with the written approval of the Member Club with which he was last under contract or when a Standard Player's Contract with another Member Club or with the Club with which he was last under contract has been filed and registered with the Commissioner.

OBLIGATION TO MAKE EQUALIZATION PAYMENT

9A.6. Except as otherwise provided in Section *9A.8*, each time a player becomes a free agent and the right to his services is subsequently acquired by any Member Club other than the Club with which he was last under contract or by any club owned or controlled by any such Member Club, the Member Club first acquiring the right to his services, or owning or controlling the Club first acquiring that right, shall make an equalization payment to the Member Club with which such player was previously under contract, as prescribed by Section *9A.8*. Each Member Club may acquire the right to the services of as many free agents as it wishes, subject to the provisions of Section *9A.9*.

DETERMINATION OF EQUALIZATION

9A.7. Purpose

The purpose of the equalization payment shall be to compensate a player's Prior Club fairly for loss of the right to his services when that player becomes a free agent and the right to his services is acquired by another Member Club or a Club owned or controlled by another Member Club.

9A.8. Procedure

GROUP I—Player who at the time he becomes a free agent has neither reached age 24 nor played 5 years as a professional (professional service does not include play in Junior Hockey).

(a) In order for the Prior Club to maintain its rights to equalization, it must offer to the player, if the player qualifies for a mandatory Double-Eagle Contract (see Section *9A.12*), on or before June 30 of the year he becomes a Group I free agent, a new Double-Eagle Contract for the next season. In addition, the Club may offer a Standard Player's Contract and/or a Post-Option Year Termination Contract. For a player for whom a Double-Eagle Contract offer is not mandatory (see Section *9A.12*), the Prior Club, in order to maintain its rights to equalization, must offer to the player on or before June 30 of the year he becomes a Group I free agent, either a Double-Eagle Contract, Post-Option Year Termination Contract (see Section *9A.11*) and/or one year Standard Player's Contract. Any such offer must be for at least the greater of the player's prior year's salary or $200,000 per year, subject to salary arbitration, and must remain open for acceptance until July 31. In addition, for the Prior Club to have a right to match a new club's offer, applicable only if player

elects draft pick compensation rather than player compensation as equalization, Prior Club's offer must be at least 15% over the player's prior year's salary.

(b) At the player's election, equalization shall take the form of either player compensation or, provided the new club has available and unencumbered the requisite draft picks, draft pick compensation. If the player elects player compensation as equalization, the Member Club acquiring the services of a Group I free agent, or owning or controlling the Club acquiring such services, shall immediately notify the player's previous Member Club and the Commissioner of that fact by FAX or telegram. The equalization payment shall be determined, if possible, by mutual agreement of the two Member Clubs involved. If no such agreement is reached within three business days after the date on which the player's services are acquired, each of the Member Clubs involved shall within two additional business days submit by FAX or telegram its proposal for an equalization payment to a neutral arbitrator selected from time to time by mutual agreement of the League and the NHLPA.

(c) Within two business days after the deadline for receipt of the Clubs' proposals, the arbitrator shall, unless notified by both clubs in writing, by FAX or by telegram that they have reached agreement on the equalization payment, select without change one of the proposals submitted to him, and his determination shall be final and not subject to review.

(d) The clubs' proposals and the arbitrator's determination of equalization must be limited to:

(i) the assignment of a contract or contracts for the services of a player or players binding upon such player or players for at least the next season; and/or

(ii) choices in any Entry and/or Waiver drafts to be held at any time subsequent to such proposal and/or unsigned draft choices; and/or

(iii) cash

In making his selection, the arbitrator shall be governed by the policy that cash shall be used for equalization purposes only as a last resort.

The contracts of all players under contract to the acquiring club at the time a free agent is acquired shall be available for equalization purposes.

(e) The cost of the arbitrator shall be borne by the League.

(f) To facilitate a good faith effort to reach agreement on the equalization payment, the acquiring club shall furnish to the Club entitled to that payment such information as

may reasonably be required with respect to any player the assignment of whose contract is proposed by either party as an equalization payment, in whole or in part, including, but not limited to, the salary, bonus and other compensation of such player, a copy of the player's contract, and any adverse information with respect to the physical, mental, or emotional condition of such player.

(g) The details of the procedure to be followed in the event arbitration is required shall be set forth in the agreement entered into with the arbitrator by the League and the NHLPA.

(h) If the player elects draft pick compensation, then the procedure and compensation set forth below in subsection *(j)* through *(q)*, as applicable, shall be followed. Player may not elect draft pick compensation unless the New Club has available and unencumbered the requisite draft picks. Prior Club shall have a right to match provided it made the required qualifying offer.

GROUP II—Player who becomes free agent after either having reached age 24 or having played 5 years as a professional (professional service does not include play in Junior Hockey).

(i) In order for the Prior Club to maintain its rights to equalization, it must offer to the player, if the player qualifies for a mandatory Double-Eagle Contract (see Section *9A.12*), on or before June 30 of the year he becomes a Group II free agent, a new Double-Eagle Contract for the next season. In addition, the Club may offer a Standard Player's Contract and/or a Post-Option Year Termination Contract. For a player for whom a Double-Eagle Contract offer is not mandatory (see Section *9A.12*), the Prior Club, in order to maintain its rights to equalization, must offer to the player on or before June 30 of the year he becomes a Group II free agent either a Double-Eagle Contract, Post-Option Year Termination Contract (see Section *9A.11*) and/or one year Standard Player's Contract. Any such offer must be for at least the greater of the player's prior year's salary or $200,000 per year, subject to salary arbitration, and must remain open for acceptance until July 31. The Prior Club shall have a right to match a new club's offer if its aforesaid offer is at least 15% higher than the player's prior year's salary, provided, however, that there shall be no right to match for a player age 26 or older on the date he became a free agent, unless the Prior Club's qualifying offer was at least $351,000.

[See NOTE on page 27.]

(j) A Member Club seeking to acquire the services of a Group II free agent ("New Club"), or owning or controlling a Club seeking to acquire such services, shall prepare and execute an Offer Sheet, on a form to be provided by the League. The Offer Sheet shall consist of two parts, Part I and Part II. Part I shall set forth the "principal terms" of the offer which shall be limited to the term and compensation (salary and signing bonus) and shall indicate whether the player elects draft pick compensation or player compensation as equalization. Part II shall include any other terms which do not derogate from or conflict with the terms of the Standard

Player's Contract. Upon the Offer Sheet's being countersigned by the free agent, the New Club shall, and the free agent may, thereupon deliver one copy of Part I to the free agent's Prior Club and one copy of the entire Offer Sheet to Central Registry at the League office.

(k) The Offer Sheet shall be deemed an irrevocable and binding agreement of the free agent to execute a Standard Player's Contract on the Offer Sheet's terms with the New Club or on the Offer Sheet's principal terms with the Prior Club, and of the New Club to execute a Standard Player's Contract on said terms with the free agent, subject, however, to nullification by the League as provided in subsection *(m)* below.

(l) Upon receipt of Part I of the Offer Sheet, the Prior Club shall immediately FAX to Central Registry a request to encumber the New Club's required draft picks and place them in reserve for the Prior Club, unless the player has elected player compensation, rather than draft pick compensation, as equalization. Once an Offer Sheet for a free agent has been received, Prior Club may not trade its right to match re such free agent, unless the Offer Sheet is subsequently declared null and void by the League.

(m) If the player has elected draft pick compensation, then, upon receipt of either a copy of the Offer Sheet or the Prior Club's FAX, Central Registry shall immediately determine whether the New Club's required draft picks are available and unencumbered. If so, the League shall encumber them and place them in reserve for the Prior Club. If the required draft picks are not available and unencumbered, or if the Offer Sheet does not comply with subsection *(j)* above, the League shall immediately notify all parties (the free agent, New Club and Prior Club) that the said Offer Sheet is null and void.

(n) Subject to subparagraph *(i)*, unless the Offer Sheet has been nullified by the League, the Prior Club shall have the right, exercisable within one week after receipt thereof, to match the principal terms specified in Part I of the Offer Sheet. To do so, it must send a notice to Central Registry by FAX, advising that it has elected to sign the free agent on the principal terms of the Offer Sheet, and send a copy of such notice to the free agent and to the New Club. The sending of such notice shall obligate the Prior Club and the free agent to enter into a Standard Player's Contract on the principal terms of the Offer Sheet, and the free agent shall, for a period of one year thereafter, be ineligible to be traded to the said New Club. Upon receipt of such notice, Central Registry shall immediately release any encumbrance it had placed on the New Club's draft picks.

(o) Upon failure of the Prior Club, within one week of its receipt of Part I of the Offer Sheet, to elect to sign the free agent, the free agent and New Club shall thereafter execute a Standard Player's Contract on the terms set forth in the entire Offer Sheet and the Prior Club shall receive an equalization payment either (1) as set forth in subsection *(q)* below if the player had elected draft pick compensation as equaliza-

tion, or (2) pursuant to the procedure set forth above in subsections *(b)* through *(g)*, if the player had elected player compensation as equalization.

(p) If the Prior Club's qualifying offer had been $350,000 or less, the draft pick compensation shall be determined by such offer. If the Prior Club's qualifying offer had been at least $351,000, the draft pick compensation shall be determined by the average annual amount of the total compensation in Part I of the Offer Sheet. For the purpose of determining the category for equalization, the average annual amount of the total compensation in an offer shall be ascertained by dividing the total compensation contained in the offer's principal terms by the lesser of the number of years of the term of the offer or five.

(q) Draft pick compensation shall be as follows, based upon the relevant offer:

	Category of Offer	*Compensation*
(1)	under 200,000	0
(2)	200,000-250,000	3rd round
(3)	251,000-350,000	2nd round
(4)	351,000-500,000	1st round
(5)	501,000-1MM	two 1st round
(6)	for each additional 1MM or part thereof	one additional 1st round

New Club must have unencumbered draft picks available in next immediate Entry Draft, except if two picks are for the same round, in which case they must be available within next three Entry Drafts. Two first round picks in same year's draft may not be taken except by mutual agreement of Prior Club and New Club.

GROUP III—Player who becomes free agent after having reached age 30.

(r) In order for the Prior Club to maintain its rights to equalization, it must offer to the player, if the player qualifies for a mandatory Double-Eagle Contract (See Section *9A.12*), on or before June 30 of the year he becomes a Group III free agent, a New Double-Eagle Contract for the next season. In addition, the Club may offer a Standard Player's Contract and/or a Post-Option Year Termination Contract. For a player for whom a Double-Eagle Contract offer is not mandatory (see Section *9A.12*), the Prior Club, in order to maintain its rights to equalization, must offer to the player on or before June 30 of the year he becomes a Group III free agent, either a Double-Eagle Contract, Post-Option Year Termination Contract (see Section

9A.11) and/or one year Standard Player's Contract. Any such offer must be at least the greater of $351,000 or 15% higher than the player's prior year's salary, subject to salary arbitration, and must remain open for acceptance until July 31. At the player's option, the Club's equalization rights shall be either (1) the right to match, as per the Offer Sheet and right to match procedures (to the extent applicable) set forth above in subsections *(j)* through *(o)*, or (2) the right to player compensation, as per the procedures (to the extent applicable) set forth above in subsections *(b)* through *(g)*.

[See NOTE on Page 27.]

GROUP IV—Player who has never signed an NHL contract and who becomes a free agent after having met the conditions for a defected player in Section 9B.

(s) In order for the Prior Club (the Club on whose Reserve List the player appeared as a Defected Player) to obtain a right to match a New Club's offer, Prior Club must offer to the player on or before June 30 of the year he becomes a Group IV free agent, either a Double-Eagle Contract or one year Standard Player's Contract for at least $100,000. The offer must be subject to salary arbitration and must remain open for acceptance until July 31.

(t) Provided such qualifying offer has been made, Prior Club shall have the right to match any offer received by player from a New Club, as per the Offer Sheet and right to match procedures (to the extent applicable) set forth above in subsection *(j)* through *(o)*.

(u) Prior Club is not entitled to equalization.

GROUP V—Player who becomes a free agent having completed ten professional seasons or more (minor or NHL but excluding Junior Hockey); who did not earn in the final year of his contract more than that year's League average salary; and who has not previously elected to become an unrestricted free agent.

(v) Player may, once in his career, elect to become an unrestricted free agent. To do so, he must notify the League and his Prior Club that he has elected to do so, on or before July 31 of the year he becomes a Group V free agent. Upon such election being made, player shall be a free agent without equalization.

GROUP VI—Player, other than a goaltender, who is age 25 or older; has completed three professional seasons; has played less than 80 NHL games; and has become a free agent; or a goaltender who is age 25 or older; has completed three professional seasons; has played less than 28 NHL games; and has become a free agent. "NHL games" shall include both NHL championship games and NHL playoff games.

(w) Group VI free agent is an unrestricted free agent at the end of his contract. Prior Club has no right to equalization.

SATISFACTION OF EQUALIZATION OBLIGATION

9A.9. *(a)* No Member Club, by itself or through any club owned or controlled by it, shall be entitled to sign or acquire the right to the services of any free agent until it has satisfied in full its equalization obligation under these By-Laws as to each other free agent, the right to whose services it has acquired, by assigning the player contracts and/or draft rights and otherwise consummating the required equalization payment. It shall be the responsibility of the acquiring club to notify the Commissioner that it has satisfied its equalization obligation.

(b) No Member Club, by itself or through any club owned or controlled by it, shall be entitled to sign or acquire the right to the services of any free agent to whom fixed draft pick equalization payment applies, unless, at the time of signing said free agent, it has available and unencumbered in the next succeeding Entry Draft the draft pick(s) required as fixed equalization payment for such free agent. Where the fixed draft pick equalization payment is two picks in the same round, they must be available in the next three Entry Drafts. Where two first round draft picks out of the next three years are to be encumbered pursuant to By-Law *9A*, they shall be encumbered on the basis of the earliest ones available, i.e., years one and two, two and three, one and three.

9A.10. The Commissioner shall disallow the right of any acquiring Member Club to use the services of any signed free agent if he has not received the notice specified in Section *9A.9(a)* or otherwise finds that the equalization payment for that player or for any other free agent previously signed has not been fully satisfied by said Member Club in accordance with this By-Law.

9A.11. A "Post-Option Year Termination Contract" (see subsections *9A.8(a), (i)* and *(r)* above) is a contract for a period of one year only, commencing October 1 of the current calendar year and terminating July 1 of the following calendar year, whereupon the player shall automatically and unconditionally be released from his obligation to provide further services, with no right to equalization thereafter.

A Post-Option Year Termination Contract shall incorporate all terms of the Standard Player's Contract (or Standard Contract-Corporate if applicable) except Section 18 (Paragraph 20 of Standard Contract-Corporate).

9A.12. A "Double-Eagle Contract" (see subsections *9A.8(a), (i)* and *(r)* above) is a contract for a period of one year only, commencing October 1 of the current calendar year and terminating July 1 of the following calendar year, whereupon the player shall become a free agent subject to equalization.

BY-LAWS

A Double-Eagle Contract shall incorporate all terms of the Standard Player's Contract (or Standard Contract-Corporate if applicable) except Section 18 (Paragraph 20 of Standard Contract-Corporate), and with the further exception that it shall contain no minor league salary clause.

In order for the Prior Club to maintain its rights to equalization for a player who has (1) actually played (does not include games missed for illness or injury) 180 or more games in the League in the previous 3 years, (2) played at least 60 games in the League in the previous season, and (3) not cleared non-recall waivers in the previous season, it must offer such player a Double-Eagle Contract. For purposes hereof only, a goalkeeper is deemed to have played a game when he was dressed and on the bench as a backup.

9A.13. In all cases, offers shall be stated in the currency of the offering club's nation.

(a) for purposes of determining the equalization category, the amount set forth in the contract offered by the Prior Club or in the Offer Sheet of the New Club, whichever is controlling, shall apply.

(b) for purposes of determining what constitutes a matching offer, the Prior Club must offer an amount that is equivalent in value to the amount stated in Part 1 of the Offer Sheet, based upon the official exchange rate on the day the matching offer is made. For example, if CAN $100 equals US $80, then a $100,000 Offer Sheet offer by a Canadian New Club would be deemed matched by an $80,000 matching offer by a United States Prior Club, and an $80,000 Offer Sheet offer by a United States New Club would be deemed matched by a $100,000 matching offer by a Canadian Prior Club.

[NOTE: Qualifying offers to free agents shall be deemed to be "15% higher than the player's prior year's salary" if they meet one of the following criteria:

(a) The player had been paid his entire prior year's salary in U.S. dollars, and the qualifying offer is 15% higher and in U.S. dollars.

(b) The player had been paid his entire prior year's salary in Canadian dollars, and the qualifying offer is 15% higher and in Canadian dollars.

(c) (i) As a result of trade(s), the player had been paid part of his prior year's salary in Canadian dollars and part in U.S. dollars, and the qualifying offer is 15% higher than his "measured" prior year's salary and in U.S. dollars.

(ii) "Measured" salary shall be the sum of all U.S. dollars and equivalent U.S. dollars received in the prior year, after converting the Canadian dollars received to their U.S. dollar equivalent, using as a conversion rate the average of the "buy" and "sell" rates quoted on the day of the trade by the Royal Bank of Canada.]

BY-LAWS

SECTION 9B

EQUALIZATION FOR DEFECTED PLAYERS

9B.1. Definition of "defected player." For purposes of this By-Law, "defected player" means any player not unconditionally released.

(a) who, having had a Standard Player's Contract with a Member Club of the NHL, the provisions of which, including the option clause, have not been completely fulfilled, contracts for a period including any part of the unfulfilled portion of his contract, with a Club in a league not affiliated with the NHL or with any such league (both of which are hereinafter referred to as an "unaffiliated club") to the exclusion of the said Member Club or its assignee, or

(b) who, never having been under contract to any Member Club, but as to whom the NHL negotiation rights now or at any time hereafter shall reside in any Member Club, has contracted or shall contract with such an unaffiliated club.

A player who enters into a Player's Option Contract with a Member Club of the NHL, plays out his option season and enters into a contract for a period including the following season with an unaffiliated club shall not be deemed to be a "defected player" provided, however, that nothing contained in this By-Law shall be construed to affect the rights of said Member Club to equalization pursuant to Section *9A* hereof in the event that said player should subsequently enter into a contract for his services as a professional hockey player with another Member Club of the NHL.

9B.2. Free Agent Status

(a) Any such defected player shall be deemed to have become a free agent within the meaning of By-Law Section *9A* hereof, when one of the following conditions *(i), (ii), (iii), (iv)* or *(v)* and condition *(vi)* have occurred:

(i) the player, having become a defected player pursuant to Section *9B.1(a)*, has become free of any obligation to such unaffiliated club(s) during the playing season by reason of its default or the dissolution of its league and has not, prior to fourteen days thereafter, entered into a valid contract for a period which includes the current and/or following season, for his services as a professional hockey player with the Member Club with which he was last under contract; or

(ii) the player, having become a defected player pursuant to Section *9B.1(a)*, has become free of any obligation to such unaffiliated club(s), during the off-season and has not, prior to sixty days thereafter, entered into a valid contract for a period which includes the current and/or following season for his services as a professional hockey player with the Member Club with which he was last under contract; or

(iii) the player, having become a defected player pursuant to Section *9B.1(b)* and having played no more than two full seasons with an unaffiliated club(s), has become free of any obligation to such unaffiliated club(s) during the playing season by reason of its default or the dissolution of its league and has not, prior to fourteen days thereafter, entered into a valid contract for a period which includes the current and/or following season for his services as a professional hockey player with the Member Club of the NHL which last had the NHL rights to negotiate with such player; or

(iv) the player, having become a defected player pursuant to Section *9B.1(b)*, and having played no more than two full seasons with an unaffiliated club(s), has become free of any obligation to such unaffiliated club(s) during the off-season and has not, prior to thirty days thereafter, entered into a valid contract for a period which includes the current and/or following season for his services as a professional hockey player with the Member Club of the NHL which last had the NHL rights to negotiate with such player; or

(v) the player, having become a defected player pursuant to Section *9B.1(b)* and having played more than two full seasons with an unaffiliated club(s), has become free of any obligation to such unaffiliated club(s); and

(vi) the Commissioner makes a determination (which shall be made as promptly as is feasible) that he has reason to believe that the conditions described in subparagraphs *(i), (ii), (iii), (iv)* or *(v)* have occurred, that he has ascertained the date upon which such player became free of obligation, and that the player falls within category *(a)* or *(b)* of Section *9B.1* above, by placing such a player's name on the Free Agent List (Defected Players) issued as of such time or any amendment of such List, which List, except for the date thereof and except for its application to defected players as defined herein, shall otherwise be issued substantially in accordance with Section *9A.5*.

(b) Upon the occurrence of the conditions prescribed by subparagraphs *(i)*, *(ii)* and *(iii)* of paragraph *(a)* of this Section *9B.2* the provisions of Section *9A* shall then apply to any such defected player as if he had become a free agent under Section *9A.2*, *9A.3* or *9A.4*, including, without limitation, the rights and obligations which would be imposed or conferred by Sections *9A.5* through *9A.12* upon an NHL Club signing such a player and upon a Member Club with whom a free agent was last under contract or who owned the NHL rights to negotiate with such player.

(c) When the Commissioner places such a player's name on the Free Agent List it shall bear an appropriate notation that the player has contracted with a Club in an unaffiliated league and that the placing of such a player's name on the Free Agent List does not constitute any representation that he has fulfilled or will fulfill his obligation to the unaffiliated club prior to the commencement of the next season.

9B.3. If the Member Club with which any player covered by Section *9B.1* was last under contract or which owned the NHL rights to negotiate with such player has properly transferred or assigned or properly transfers or assigns those rights to another Member Club, then all rights and obligations conferred by Section *9A* upon the Member Club with which such player was last under contract (or, as provided by Section *9B.1(b)* and Section *9B.2*, the Member Club which owned the NHL rights to negotiate with such player) shall be deemed to have been assumed and acquired thereby by such other Member Club.

9B.4. Application of By-Law Section 15. Anything to the contrary in this By-Law notwithstanding, until all of the conditions specified in Section *9B.2* have occurred, the Member Club with which any player covered by Section *9B.1* was last under contract, or in the case of defected players referred to in Section *9B.1(b)*, the Club which now or hereafter owns, through an NHL draft or through a proper transfer or assignment from another Member Club or otherwise, the professional rights or the right to negotiate for said professional rights, shall be deemed to continue to hold such professional or negotiating rights and the provisions of Section *15* shall be applicable.

9B.5. Administration and Interpretation. The NHL Member Club with which the player was last under contract or then holding his NHL negotiation rights shall have primary responsibility for acquiring and furnishing information to the Commissioner to assist him in determining the status of any such player but all Member Clubs obtaining information with respect thereto shall have the responsibility to furnish such information to the Commissioner for that purpose as promptly as it becomes available from time to time.

BY-LAWS

SECTION 10

LOAN OF PLAYERS TO OTHER LEAGUES

10.1. A Member Club may loan players on its Reserve List to clubs of any league affiliated with the League. The names of the players loaned shall remain on the Reserve List of the Member Club. A Loan Agreement shall be executed in the form approved by the Governors and shall contain all the particulars thereof and shall be signed on behalf of both clubs. Such Loan Agreement shall be filed promptly in the office of the Commissioner.

10.2. An assignment of any Player Agreement authorized by these ByLaws may be made to a Club of a league affiliated with the League. Such assignment shall be executed by both parties on the Uniform Assignment form approved by the Governors, and such Assignment shall be filed promptly in the office of the Commissioner.

10.3. A player may be loaned to a member club of any league affiliated with the League at any time up to 3:00 p.m. Eastern Time of the twenty-sixth (26th) day immediately preceding the final day of the Schedule of Championship Games. Following this period only the player or players who have been recalled during such restricted period under Section *10.5* or *10.6* may be loaned back to the member club of the affiliated league from which they were recalled.

10.4. A player who has been loaned to a member club of any league affiliated with the League may be recalled at any time subject to the provisions of Sections *10.5* and *10.6*.

10.5. During the period following noon of the twenty-sixth (26) day immediately preceding the final day of the regular season no player may be recalled from loan to a member club of any league affiliated with the League, except that:

(a) A Member Club may exercise four recalls from a member club or clubs of a league affiliated with the League, of player(s) listed on its own Reserve List.

(b) Players may be recalled under Section *10.6*.

(c) Players may be recalled upon completion of the regular season and playoff schedule of the Club to which they were loaned.

10.6. Emergency Recall

(a) A player on loan to a Club of any league affiliated with the League may be recalled from such loan under emergency conditions at any time for the duration of the emergency only following which he must be returned promptly to the Club from which he was recalled.

(b) Emergency conditions shall be established when the playing strength of the loaning club, by reason of incapacitating injury or illness or by League suspension to its players is reduced below the level of two (2) goalkeepers, six (6) defensemen and twelve (12) forwards. Proof of the existence of the emergency conditions including the incapacity shall be furnished to the Commissioner of the League upon request made by him.

(c) For the purpose of establishing the existence of emergency conditions at any time, to support the recall of a player or goalkeeper for participation in any playoff game, it shall be deemed that the player(s) on loan following noon of the twenty-sixth (26th) day immediately preceding the last day of the regular season are continuing on loan for the remainder of the season notwithstanding that the loaned club(s) may have been eliminated from further play for the season.

BY-LAWS

SECTION 10A

TRY-OUTS

10A.1. A Member Club may enter into an Agreement with an amateur hockey player, whose eligibility for Junior Hockey is exhausted (who has attained or will have attained his 20th birthday by December 31 next following), for a "try-out" with that club provided that such a player is not on the Reserve List of another Member Club.

10A.2. Each such Try-Out Agreement shall be executed on the form prescribed by the League. It shall become effective when the Club notifies the Commissioner of the execution of the Agreement and the full name and address of the player signed. If approved by the Commissioner the name of the player shall be placed on the Reserve List of the signing Member Club and such registration shall establish for that club the exclusive right of negotiation for the services of that player against all other professional clubs up to October 21st (or such earlier date as may be mutually agreed upon) next following such registration on which date the player shall become unconditionally released and shall not be subject to the provisions of Section *9A*.

10A.3. Any amateur player included on the Reserve List of a Member Club as an "unsigned draft choice" or as a "try-out" may be granted a try-out with the Member Club on whose Reserve List his name appears providing such agreement does not jeopardize the player's amateur standing.

10A.4. The Commissioner shall approve such Try-Out Agreement granting permission for the amateur player to participate (actual play) in not more than five (5) regular season games when the following conditions are established:

(a) the consent of the player has been received; and

(b) the consent of the player's amateur club has been received as long as that amateur team is engaged in official competition.

10A.5. Permission may be granted by the Commissioner upon application for additional try-out in the same season for not more than three (3) games (actual playing) provided that such amateur player has completed his regular season schedule and playoffs or upon fulfillment of the conditions set out in Section *10A.4*.

10A.6. With approval from the Commissioner an amateur goalkeeper may be granted a try-out which extends beyond the limit of games provided for in Sections *10A.4* and *10A.5* when such goalkeeper is used to meet emergency conditions and providing that such extension will not in any way affect the competitive position of his amateur club.

10A.7. An Amateur Try-Out Agreement shall automatically terminate on October 21st next following its execution by the player or at such earlier date as shall be mutually agreed upon by the player and the Club as specified in the Try-Out Agreement.

10A.8. Professional players who have been unconditionally released or who are "free agents," and for whom a Member Club has entered into and filed with the Commissioner a Try-Out Agreement in the form prescribed, shall be eligible to attend and participate in the training camp and exhibition games of that Member Club up to the date of the first regularly scheduled game of the season, at which time the Try-Out Agreement shall automatically expire; provided, however, that the execution of such an Agreement by a professional player shall be effective only to determine the Club with which the player shall try out and shall not confer on the Member Club signing him property rights of any kind.

BY-LAWS

SECTION 11

WAIVERS

11.1. A Member Club shall not dispose of the services of any player in which it has a proprietary interest by transfer, loan or otherwise to a Club of another league without first having complied with the provisions of this By-Law.

11.2. The provisions of this By-Law shall apply to:

(a) a professional player on the Reserve List of a Member Club; and

(b) an amateur player on the Reserve List of a Member Club as an unsigned draft choice.

11.3. Subject to the provisions of Section *20.14*, the rights to the services of a player may be transferred to a Club of another league upon fulfillment of any of the following conditions, except when elsewhere expressly prohibited:

(a) that waivers for that purpose have been requested and cleared under this By-Law, the player has not played in ten or more Championship or Playoff games since waivers on him were last cleared, and more than thirty days have not passed since waivers on him were last cleared; or

(b) that the player was available for claim in the Waiver Draft and was not claimed, that he has not played in ten or more Championship or Playoff games since that Waiver Draft and more than thirty days have not passed since that Waiver Draft; or

(c) that the player is an amateur not acquired in the Entry Draft.

11.4. Subject to the provisions of Section *20.14*, the rights to the services of a player may be loaned to a Club of another league upon proof of fulfillment of any of the following conditions, except where expressly prohibited:

(a) that waivers, with or without right of recall, for that purpose have been requested and cleared under this By-Law, the player has not played in ten or more Championship or Playoff games since waivers on him were last cleared, and more than thirty days have not passed since waivers on him were last cleared; or

(b) that the player was available for claim in the Waiver Draft and was not claimed, that he has not played in ten or more Championship or Playoff games since that Waiver Draft and more than thirty days have not passed since that Waiver Draft; or

(c) that the player is eligible for loan as a "protected" player under Section *20.14* (such a player may not be loaned to the Player Development Club of another Member Club); or

(d) that the player qualifies as exempt from waivers, based on the following criteria:

	Goalies		Skaters	
Age	Years from Signing	NHL Games Played*	Years from Signing	NHL Games Played*
18	6	80	5	160
19	5	80	4	160
20	4	80	3	160
21	4	60	3	80
22	4	60	3	70
23	3	60	3	60
24	2	60	2	60
25+	1		1	

*NHL "Games" includes championship and playoff games.

The exemption ends immediately upon a player playing in the number of NHL Games set forth in the applicable column above.

The 5 year exemption for 18 year old skaters and the 4 year exemption for 19 year old skaters shall both be reduced to 3 years commencing the first season that the 18 and 19 year old skater plays in 11 or more NHL games. The next two seasons, regardless of whether the skater plays any games in either season, shall count as the second and third years toward satisfying the exemption. These same rules apply to goalies in computing the length of their waiver exemption.

The first season in which a player who is age 20 or older plays in one or more "Professional Games" (including NHL Championship games, NHL Playoff games, Minor League Regular Season and Playoff games) shall constitute the first year for calculating the number of years he is exempt from waivers.

A player 25 years old or older who plays in one or more professional games in any season shall be exempt from regular season waivers for the remainder of that season.

[NOTES: For purposes of this By-Law section:

(1) a "year" of exemption means a playing season and the Waiver Draft following such season;

(2) *a player who is exempt from a Waiver Draft, but eligible for regular season waivers, must clear regular season waivers before being sent to a minor league club; and*

(3) *age is defined in By-Law Section 16B.9.*

See Article 13 of the CBA for examples illustrating how the provisions in the Waiver Chart are applied.]

11.5. A Member Club desiring to obtain waivers on a player subject to the provisions of this By-Law shall notify the Commissioner of such request by letter, telegram, teletype or TWX at any duly convened meeting of the Board of Governors of the League.

The resulting procedure will be conducted by the Central Registry which shall notify all parties affected by the request and report the result to the parties entitled thereto.

11.6. The request for waivers by the Central Registry shall specify time within which a waiver claim must be made in accordance with the following schedule:

(a) for requests dispatched from September 15 to June 1st, by telegram, teletype or TWX:

DISPATCHED	WAIVER PERIOD	EXPIRY DATE
Monday	48 hours	Wednesday (Noon)
Tuesday	48 hours	Thursday (Noon)
Wednesday	48 hours	Friday (Noon)
Thursday	48 hours	Saturday (Noon)
Friday	96 hours	Tuesday (Noon)
Saturday	72 hours	Tuesday (Noon)
Sunday	72 hours	Wednesday (Noon)

(b) for requests dispatched at all other times of the year by telegram, teletype or TWX — a minimum of one hundred and twenty (120) hours from the time of dispatch of the request.

(c) for requests dispatched by mail at all times of the year — a minimum of ten (10) days from the date of dispatch of the request.

(d) No waivers will be processed during the month of July or from midnight December 19 to December 27. If no Member Club has claimed the player by telegram, teletype or TWX within the time specified in the request for waivers the requesting club may dispose of such player to a Club of another league.

11.7. If only one Member Club makes a claim for the player on whom waivers have been requested, such player shall be transferred to that Member Club. In the event that more than one Member Club makes a claim for such player, he shall be transferred to the claiming Member Club having earned the lowest percentage of possible points in the League standing at the time of the request for waivers or, if waivers are requested outside the playing season, then to the Member Club having earned the lowest percentage of possible points in the preceding season's Schedule of Championship Games. If the successful waiver claim is made before November 1st then the priority shall be determined by the final standing in the League Championship schedule of the preceding season.

11.8. *(a)* The Member Club acquiring a player by waiver claim shall take an assignment of the player's contract. Nevertheless, if the Commissioner determines that a player acquired by waiver claim is not physically fit at the time the claim is made, the Member Club making the claim may refuse to take an assignment of such player's contract and the request for waivers shall be cancelled.

(b) A player who has been acquired by waiver claim shall not be transferred to another Member Club until the termination of playoffs of the season in which he was acquired unless he is first offered on the same terms to the Club(s) that entered a claim when waivers were requested originally and the offer has been refused.

11.9. *(a)* When a Member Club desires to terminate a player's contract for any reason, such action may not be taken until waivers have been requested and cleared in conformity with this By-Law.

(b) Subsection *(a)* hereof is not applicable to a player whose name is being placed on the Voluntarily Retired List.

11.10. Save where otherwise excepted by this or any other By-Law, a player on the Reserve List of a Member Club, who has played for its team in ten regular League and/or playoff games since he was cleared on waivers either formally or automatically, or who was not loaned to a Club in another league within thirty days after last being so cleared, shall not be loaned to a Club in another league unless waivers have been requested and have been cleared by all Member Clubs.

11.11. The claiming price payable in respect to waivers requested under this By-Law shall be:

(a) for a player on an NHL Reserve List—Twenty-two Thousand Five Hundred Dollars ($22,500);

(b) for a player having (at the commencement of the season preceding the request) a minimum total award of service in the NHL of ten years — One Thousand Eight Hundred Seventy-five Dollars ($1,875);

(c) for a player seeking amateur reinstatement—Three Thousand Seven Hundred Fifty Dollars ($3,750);

(d) for a player seeking unconditional release—Seventy-five Dollars ($75).

(e) The currency for the claiming price shall be determined by the location of the Club from which the player was claimed.

11.12. When waivers have been asked by a Member Club on a player without waiver claim being made for him and such player subsequently plays in ten or more Championship or playoff games, or is not loaned to a Club of another league within thirty days after last clearing waivers, such Member Club shall not dispose of the services of such player by loan to a Club of another league until such player has again been offered on waivers without right of recall to all Member Clubs and all have waived.

11.13. Only the Member Club requesting waivers may announce or make public that waivers have been requested on a player. The result of each request for waivers shall be reported to the Member Clubs by the Commissioner.

11.14. When a Member Club claims a player on waivers, and, subsequently, in the same season it requests waivers on the same player and the original owning Member Club is the successful and only club making a waiver claim, then the original owning Member Club shall be entitled to loan such player to a Club in another league within thirty days without further waivers being asked; provided that such player has not participated in ten or more League games following such successful claim.

For the purposes of this section, the original owning Member Club is the Member Club which owned the rights to the player's services on the final date of transfer between Member Clubs in the preceding season.

11.15. *(a)* In the event a Member Club signs a free agent, who is not subject to equalization compensation, between the termination of the Waiver Draft and December 1, and provided such player would have been eligible for claim in the Waiver Draft had he been signed at the time of such draft, the signing club shall place on waivers either such player or another player from its final Waiver Draft Protected List.

(b) In the event a player who is exempt from the Waiver Draft because of military service shall terminate such military service between the termination of the Waiver Draft and the termination of the ensuing playing season and playoffs, he shall be eligible to play during such season and playoffs only if the Club on whose Reserve List he was at the time of the Waiver Draft places on waivers either such player or another player from its final Waiver Draft Protected List.

(c) In the event a suspended player who was certified by the Commissioner or his designee as exempt from the Waiver Draft and not included on his club's original Waiver Draft Protected List returns to action following the termination of his suspension at any time during the season prior to the trading deadline, he must first be placed on waivers, or in substitution therefore, another player who was on the Club's original Protected List at the time of the Waiver Draft must be placed on waivers.

(d) In the event a professional player on the Inactive List whose name has not been included on the original Protected List at the time of the Waiver Draft returns to action following his removal from the Inactive List at any time prior to December 1, he must first be placed on waivers, or in substitution therefore, another player who was on the Club's original Protected List at the time of the Waiver Draft must be placed on waivers.

(e) In the waivers referred to in subsections *(a)* and *(b)* above, the order of claim shall be the same as the Waiver Draft.

(f) In the event a professional or former professional player plays in a league outside North America after the start of the NHL regular season, other than on loan from his NHL club, he may thereafter play in the NHL during that season (including playoffs) only if he has first either cleared or been obtained via waivers. For the balance of the season, any such player who has been obtained via waivers may be assigned only after again clearing waivers or through waiver claim.

BY-LAWS

SECTION 12

ELIGIBILITY OF PLAYERS

12.1. Except as otherwise expressly provided under these By-Laws or under the terms of any agreement to which the League is a party, any player on the Reserve List of a Member Club and under contract to that club shall be eligible to play for that club in any Championship or playoff game.

12.2. A player shall not be eligible to play in more than five Championship or playoff games until the original of the Standard Player's Contract signed by the player has been filed with, and not disapproved by, the Commissioner.

12.3. A player who has been expelled from the League or who has been suspended by the Commissioner or by his club shall not be eligible to play for a Member Club while such expulsion or suspension remains in force.

12.4. A player transferred from the Reserve List to the equivalent list of another Member Club following 3:00 o'clock p.m. Eastern Time of the 26th day immediately preceding the date of the final game in the League Schedule of Championship Games in any season, shall not be eligible to play for the transferee club during the remainder of that playing season. For purposes of this By-Law section, the time of a player transfer shall be deemed to be the time when one of the two clubs involved in a transfer first gives FAX or telephone notice thereof to the League office in Montreal. This rule shall also apply to players acquired on waivers after the final date established for loaning a player to a Club in another league under Section *10.4*.

12.5. A player transferred by one Member Club to another, whether for purposes of satisfying an equalization obligation under Section *9A* or otherwise, or a "free agent" acquired by a Member Club shall not be eligible to play for the acquiring Club until the Commissioner has been notified of such acquisition. The Commissioner shall be deemed to have been notified at the time of receipt of the letter or filing of the telegram or FAX message informing him of such acquisition. The Commissioner may disapprove any player transaction between the Clubs, and player transactions shall not be effective unless approved by the Commissioner after full disclosure of the terms of the transaction by the Clubs involved. If the Commissioner refuses to permit the transfer or acquisition the player shall not be eligible to play for the acquiring club after it has been notified of the Commissioner's refusal.

12.6. The Commissioner shall be empowered to disapprove any Player Contract in the event he determines such contract to be contrary to League rules, including any collective bargaining agreement then in effect, or based upon a finding that either party to the contract is or has been guilty of conduct detrimental to the League or to professional hockey. No contract will be effective if disapproved by the Commissioner.

12.7. A player with only one eye, or one of whose eyes has a vision of only three-sixtieths (3/60ths) or under, shall not be eligible to play for a Member Club.

12.8. *(a)* Any Member Club which uses a player or goalkeeper in any regular League or playoff game, in contravention of any provision of these By-Laws or of any agreement or regulation to which this League is a party, which provision(s) have the effect of making such player ineligible for such play, shall incur a fine of not less than One Thousand Dollars ($1,000) and not more than Five Hundred Thousand Dollars ($500,000) to be imposed by the Commissioner.

(b) Any club official or employee who, in the opinion of the Commissioner, is responsible for or contributes to the inclusion of an ineligible player in the playing roster of a Member Club shall be liable to a fine of not more than Ten Thousand Dollars ($10,000) or to suspension or to a fine and suspension to be imposed by the Commissioner.

BY-LAWS

SECTION 13

PLAYER DEVELOPMENT CLUB

[Suspended January 1976]

13.1. Each Member Club shall maintain a Player Development Club which shall operate in one of the professional leagues with which this League is party in the Joint Affiliation Agreement.

13.2. Each Member Club shall designate to the Commissioner its Player Development Club by April 15th preceding the season of operation. Such Player Development Club must be an official member of the league in which it elects to play at the time of its nomination and such designation may not be changed until the completion of the ensuing playing season.

13.3. Each Player Development Club may dress and play the number of players permitted in its league if they are eligible under this By-Law.

13.4. Each Player Development Club shall dress and play not more than 8 players over 23 years of age (as of midnight December 31st/January 1st in the season of competition), two of whom must be under 26 years of age (as of midnight December 31st/January 1st in the season of competition).

13.5. Players domiciled in the U.S.A. and whose hockey training was received in the U.S.A., who have not attained 25 years of age (as of midnight December 31st/January 1st in the season of competition) shall be treated as being under 24 years of age.

13.6. All players turned professional for the first time shall be treated as being under 24 years of age.

13.7. Goalkeepers may be of any age and shall not be included in the quotas established for players under this By-Law.

13.8. Any officially designated "Player Development Club" which fails to ice its team in conformity with the NHL Rules of Eligibility in effect from time to time, without justification or excuse acceptable to the Commissioner shall make the sponsoring Member Club liable to the following penalties to be imposed by the Commissioner:

(a) For each default not exceeding five in number in the same season the sum of One Thousand Dollars ($1,000) each;

(b) For each default over five but not exceeding ten in number in the same season, a fine not exceeding Five Thousand Dollars ($5,000) each;

(c) For any such default in excess of ten in number in the same season, and/or for any such default occurring after the first Sunday in March in any year,

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the Commissioner shall defer for a specified number of selections or suspend completely, in the first or any subsequent draft proceedings following such default, any right of selection normally exercisable by the defaulting Member Club under the Intra League Draft By-Law Section *16A* and/or the Amateur Draft By-Law Section *16B* and/or the Inter—League Draft established under the Joint Affiliation Agreement;

(d) The penalties herein provided shall become applicable on any default following completion of seven days from the dispatch to the Member Club of notice by the Commissioner that its Player Development Club has incurred a previous default.

BY-LAWS

SECTION 14

RESPONSIBILITY FOR CLUBS OF OTHER LEAGUES

14.1. Any action or omission by a Club of another league owned or operated by, or affiliated with, a Member Club or any action by a Club sponsored by a Member Club, done with its consent or connivance, express or implied from the circumstances of their relations which, if done by the Member Club would constitute an infraction of these By-Laws, shall be deemed to be the act or omission of such Member Club and render it liable for the fine or other penalty imposed under these By-Laws.

14.2. Any act by a Club of another league owned or operated by or affiliated with a Member Club, or any action by a Club sponsored by a Member Club, done with its consent or connivance, express or implied from the circumstances of their relations which, if done by a Member Club would entitle another Member Club to some recourse under the Constitution or these By-Laws, or the payment of money, shall entitle such other Member Club to such recourse or money from the Member Club which owns, operates, sponsors or is affiliated with the Club in the other league.

14.3. The Commissioner shall, in his sole discretion, determine whether a Club of another league is owned, or operated, or sponsored by, or affiliated with a Member Club.

BY-LAWS

SECTION 15

TAMPERING OR NEGOTIATING WITH PLAYERS AND CERTAIN NON-PLAYING EMPLOYEES OF OTHER CLUBS

15.1. *(a)* Except as provided in Section *9A.5*, no Member Club or any officer, shareholder, partner, employee, agent or representative thereof, shall — directly or indirectly — tamper, negotiate with, make an offer to or discuss employment with any player, or his agent or representative, with respect to whom another Member Club has either the professional rights or the right to negotiate for said professional right without prior written consent of that Member Club.

(b) Except as provided in subsection *(iii)* below, no Member Club or any officer, shareholder, partner, employee, agent or representative thereof, shall — directly or indirectly — tamper, negotiate with, make an offer to or discuss employment with any non-playing employee of another Member Club, or his agent or representative, who is employed in the capacity of General Manager, Coach, Supervisor of Scouting, Scout or any other employee, including "Assistants" to any of the above, whose primary function relates to scouting, drafting, procurement or coaching of playing personnel.

(i) Each Member Club shall, within five (5) business days of execution file with the League for each person employed in such capacity any written employment contract between the Member Club and each person employed in such capacity and, whether or not the contract is in writing, a signed Notice of Employment (on forms provided by the League, which shall be executed by the Employing Club and the Non-Playing Employee and which shall designate the position and expiration date of the term of employment which shall incorporate by reference the terms of this By-Law. Such term of employment shall not expire between the opening date of training camp and the final date of the Stanley Cup Playoffs.

(ii) A copy of any such Notice of Employment shall be provided by the League to any Member Club upon written request for same. The Employing Club shall be informed by the League of such request.

(iii) A Member Club may discuss other employment with any such Non-Playing Employee, or his agent or attorney, provided such discussion or offer occurs subsequent to the earliest of the following events: (1) the latest termination date for said Employee on

file with the League; or (2) with the written permission of the Employing Club; or (3) subsequent to the Entry Draft held in the calendar year during which such employment terminates; and provided further that prior to commencing any such discussion and making such offer, the Non-Employing Club shall file a notice with the League and with the Employing Club designating the Employee with whom it will negotiate and the position it is interested in filling.

(c) The making or causing to be made, through any medium, public or private, any statement indicating any intention or desire of or interest in acquiring the services of any person referred to in *(a)* or *(b)* hereof, except when such statement is communicated to the Member Club entitled to such services in a confidential manner or is made during a period when such person remains on a Free Agent List in accordance with Section *9A.5.*, may, at the discretion of the Commissioner, be deemed to be a contravention of this By-Law.

(d) For the purposes of this By-Law Section, the League shall be deemed an Employing Member Club to protect it from tampering by other Member Clubs with its Director of Central Scouting or with any of its scouts.

(e) For the purposes of this By-Law Section, "Member Club" shall include an applicant for an expansion team which has been awarded a conditional membership in the League.

15.2. For contravention of this By-Law the responsible Member Club may in each instance be liable to any or all of the following penalties to be imposed at the discretion of the Commissioner:

(a) A fine of not more than Five Million Dollars ($5,000,000) any portion of which may, at the discretion of the Commissioner, be ordered to be paid to any entity other than the League.

(b) A prohibition of the employment of the person who was the subject of the tampering, either permanently or for any lesser period of time.

(c) The deferment by the offending Member Club of its choice in any draft proceedings (either professional or amateur) following the offense. The Commissioner shall, at his discretion, determine the classification of draft selection and the round of selection therein to be deferred by the offending club in cases where this penalty shall be imposed.

(d) Where a Member Club has lost through tampering the services of a Non-Playing Employee as to whom tampering is prohibited, the Commissioner, in addition to the penalties provided for in the previous subsections, may

either directly or through a neutral arbitrator of his choice award a draft choice or choices and/or cash from the offending club to the offended club pursuant to the high-low arbitration technique described in By-Law Section *9.A.8(a)* and *(b)*.

[NOTE: See also "Tampering and Related Matters," and "Tampering-Certification," Resolutions, page 14 and "Certification related to Tampering," Appendix II, Exhibit K.]

BY-LAWS

SECTION 16

DRAFTING OF PLAYERS

16.1. The Commissioner shall prepare and distribute to the Member Clubs lists of the players who are available for draft under any agreement between the League and any other league.

16.2. At the Annual Meeting, or other special meeting called for the purpose, the Member Clubs shall proceed to the selection of players to be drafted from clubs of other leagues. The selection and draft from all other leagues shall be consolidated and shall be conducted in accordance with this By-Law and the terms of the affiliation agreements.

16.3. Member Clubs shall have priority of selection in reverse order of the League standing at the finish of the Schedule of Championship Games. If two or more Member Clubs shall have the same standing their priority of selection shall be determined by the Commissioner by lot.

16.4. The Commissioner may poll the Member Clubs by telegraph as to their intention of participating in the drafting of players and each club may renounce its right of selection, in which event such club will have no further rights in respect to the drafting of players in that season.

16.5. The Commissioner shall conduct the selection and each Member Club which has not renounced, shall have the right to select one player subject to selection (naming player, club and league) upon the terms and conditions set out in the affiliation agreement with the league to which such player belongs. After each Member Club has been called, the process of selection shall be repeated until no further selections are made.

A Member Club, having announced its selection in proper order cannot thereafter cancel the same nor make any further selection until again called in proper order.

16.6. No Member Club which has acquired a player under this By-Law shall dispose of the services of such player by transfer, loan, or otherwise during the season next following acquisition except in conformity with the provisions of Section *16A.7.*

BY-LAWS

SECTION 16A

INTRA LEAGUE DRAFT

[Suspended. Replaced by By-Law Section 20.]

16A.1. Not later than three hours after the completion of the annual selection (drafting) of players from clubs of other leagues, each Member Club shall file with the Commissioner a full list of eighteen (18) players and two (2) goalkeepers who are eligible for claim under this By-Law which list shall be known as the Club's "Protected List" and the players thereon shall be exempt from the operation of this By-Law.

16A.2. Immediately following the receipt of the Protected Lists from Member Clubs, the Commissioner shall prepare and distribute to all Member Clubs a copy of the Protected Lists filed with him by all Member Clubs.

16A.3. The distribution of the Protected Lists supplied by the Member Clubs shall constitute an offer by each Member Club to sell to any other Member Club for the amount of Forty Thousand Dollars ($40,000) U.S. currency each:

(a) any professional player, other than a first-year professional, not included on its Protected List whose services belong to that club and where the player's name is on its Reserve List, or

(b) any amateur player twenty-two (22) years of age or over on December 31st next following the draft not included on its Protected List whose services belong to that club and where the player's name is on its Reserve List.

Amateur players on Inactive Lists shall not be subject to claim under this By-Law.

The determination of the priority for exercising the right of selection (purchase) and the conditions of such purchase shall be as specified in this By-Law.

16A.4. *(a)* As soon as practical after the distribution of the lists by the Commissioner, he shall convene a meeting for the purpose of receiving the purchase claims of the Member Clubs in accordance with this By-Law.

(b) The order of selection shall be determined in the manner hereinafter described:

A composite list of Member Clubs shall be prepared by placing the Club with the lowest number of points in the first position on the list; followed by the other last place clubs in each division in the inverse order of points;

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followed by other non-playoff clubs in each division in inverse order of points; followed by third place clubs in each division in inverse order of points; followed by second place clubs in each division in inverse order of points; followed by first place clubs in each division in inverse order of points.

In the event of a tie for any position this shall be resolved by the application of the rules governing the determination of final league standings. The resulting composite list shall constitute the order of selection.

(c) The order of selection (effective June 1975) shall be determined in the manner hereinafter described:

(i) Last place teams in each division, in inverse order of points.

(ii) Other non-playoff teams in each division, in inverse order of points.

(iii) Third-place teams in each division, in inverse order of points.

(iv) Second-place teams in each division, in inverse order of points.

(v) First-place teams in each division, in inverse order of points.

16A.5. (a) When a Member Club acquires a player or goalkeeper under this selection (draft) process and thereby increases its Protected List beyond the number permitted, that Member Club shall immediately announce the name of a player or goalkeeper whose name will be removed therefrom to reduce its Protected List within the prescribed limit, and any player or goalkeeper thereby removed shall be eligible immediately for claim by other Member Clubs under this By-Law.

(b) The club from which the draft claim was made shall have the option, exercisable immediately, of requesting that the player or goalkeeper removed by the claiming club be transferred to its Reserve List, but not to the Protected List, of the losing club for a purchase price of Thirty Thousand Dollars ($30,000) U.S. currency. The player or goalkeeper so transferred shall remain available for regular draft claim until so claimed by any Member Club including the Club exercising this right of transfer.

(c) When a Club has had a goalkeeper claimed from it that club shall have the right, in addition to the option granted in subsection *(b)*, to place on its Protected List a third goalkeeper the rights to whose services that Club owns.

(d) Not more than three draft claims may be made against any club in any draft proceedings under this By-Law except when the Member Club involved has itself made a draft claim or claims in the same proceedings, in which event the number of claims which may be made against such club shall be increased by the number of draft claims made by it.

16A.6. *(a)* When a claim is made, it cannot be withdrawn and the player becomes the property of the claiming club.

(b) A Standard Assignment giving effect to each claim made shall be completed and filed with the Commissioner within ten days of the making of the claim and shall be accompanied by the payment for the claimed player.

(c) No player who has been claimed under this By-Law shall be transferred to any other Member Club by the claiming Member Club or by any other Member Club during the season in which the claim is made except on waivers as hereinafter provided.

16A.7. *(a)* When the selection (draft) process has been completed under this By-Law the players and goalkeepers then on the Protected List of each Member Club shall be specially recorded and shall constitute its Protected List until the next ensuing draft proceedings unless changed in conformity with the provisions of this By-Law.

Any club having exercised the right of "fill" under Section *16A.5(c)*, shall reduce immediately its "protected" goalkeepers to two goalkeepers by removal of the "fill."

(b) A Member Club shall be entitled to loan to a Club of another league a player on its "Protected List"

(i) whose total service as a "professional" is not more than three years from the date his first professional contract is filed with the Central Registry, or

(ii) who requires to play himself into good physical condition provided always that such player consents to such loan, or

(iii) for disciplinary reasons, certified in writing by the Club to the Commissioner, which loan shall not be for more than 28 days.

(c) Except as provided in subsection *(b)* hereof, no Member Club shall loan, transfer, or otherwise dispose of the rights to the services of any player or goalkeeper on its Protected List to a Club of another league from the date on which this draft is conducted unless such player has been offered on

waivers without right of recall. When waivers have been granted the player's name shall be removed from the Protected List and the Member Club is then free to loan, transfer, or otherwise dispose of the rights to this player.

(d) Any player on the Reserve List of a Member Club whose name is not included on its Protected List at the completion of the draft under this By-Law shall be considered to have been offered on waivers without right of recall and that no claim has been made.

(e) If any club having successfully claimed the services of a player under the provisions of this By-Law and thereafter disposes of such player on waivers, that club shall not be permitted to make any further claim to the services of that player until the next Intra League Draft selection is conducted, as provided in Section *16A.4*, and until that date it shall be deemed to have waived on his services for the purpose of permitting the loaning of such player.

(f) When a player on the Protected List of a Member Club is transferred to another Member Club his name shall be removed from the Protected List of the transferor club and shall not be added to the Protected List of the transferee club. However, the transferee club shall not dispose of the services of such player by transfer, loan or otherwise to a Club of another league during the currency of that Protected List unless he has been offered on waivers without right of recall and all Member Clubs have waived.

16A.8. A Member Club acquiring the services of a player under this By-Law shall have ten days thereafter in which to reduce its Reserve List to conform to the League By-Laws.

16A.9. Save as to the amount of the claiming and/or purchasing price which may be amended by a two-thirds majority of the Member Clubs, no change in the provisions of this By-Law by amendment, addition or otherwise may be made until after five regular annual draft proceedings hereunder have been conducted unless such amendment or addition is approved unanimously by the Member Clubs.

BY-LAWS

SECTION 16B

ENTRY DRAFT AND SUPPLEMENTAL DRAFT

16B.1. Annual Entry Draft. In June of each year the League shall conduct an Entry Draft at which the Member Clubs may select players to be placed on their respective Reserve Lists as "unsigned draft choices."

16B.2. Eligibility for Claim

(a) Eligible for claim shall be all players age 18 or older except:

(i) a player on the Reserve List of a Member Club other than as a Try-Out.

(ii) a player who has been claimed in two prior Entry Drafts.

(iii) a player who previously played in the League and became a Free Agent pursuant to League By-Laws.

(iv) a player age 21 or older who played hockey for at least one season in North America when he was age 18, 19 or 20.

(b) It shall be the responsibility of the selecting club to satisfy itself as to the eligibility of any player selected and in the event that a player is selected who is ineligible such selection shall be null and void and no additional selection shall be made. However, a selecting club shall be entitled to rely upon the registration of the player's age as shown on the records of the appropriate Amateur Authority and certified by the Central Registry.

16B.3. Order of Selection. The order of selection among the Member Clubs in each season shall be determined in the following manner:

A composite of all Member Clubs shall be prepared by placing: (i) first the Clubs which failed to qualify for the next preceding playoffs in the order of points earned by each of them in the regular schedule of the next preceding season starting with the Club having the lowest total points and followed by the Club having the next lowest total points, and so forth, (ii) second, the Clubs which participated in the next preceding playoffs (but had not been ranked first in their respective Divisions and had not won the Stanley Cup that season) in the order of points earned by each of them in the regular schedule of the next preceding season starting with the Club having the lowest total points and followed by the Club having the next lowest total points, and so forth, (iii) third, the Clubs which had been ranked first in their Divisions during the next preceding season (but had

not won the Stanley Cup that season) in the order of points earned by each of them in the regular schedule of the next preceding season starting with the Club having the lowest total points and followed by the Club having the next lowest total points, and so forth, and (iv) finally, the Stanley Cup winner which shall select last, thus, positioning all Clubs on the list. In the event of a tie for any position, such tie shall be resolved by application of the rules governing the determination of final League standings. The resulting list shall constitute the order of selection.

[NOTE: Section 16.B.3. was amended by Board Resolution dated March 24, 1994 and September 6, 2000. See "Entry Draft," Resolutions, page 42 and "Entry Draft Order of Selection," Resolutions, page 47.]

16B.4. Conduct of Draft

(a) The Commissioner shall conduct the selection proceedings and each Member Club shall have the right to select one player available for selection upon the terms and conditions set out in this By-Law. After each Member Club has been called, the process of selection shall be repeated until the completion of eleven (11) rounds.

(b) A Member Club, having announced its selection in proper order cannot thereafter cancel the same or make any further selection until again called in proper order.

(c) No club shall make a selection unless it has a space on its own Reserve List to accommodate the player claimed. Any selector not having the required space to accommodate the player selected shall be entitled to provide a space by removal through waivers or otherwise.

16B.5. Reserve List — Exclusive Rights

(a) A player selected shall be registered on the Reserve List of the selecting club as an "unsigned draft choice."

(i) Subject to the provisions of subsection *(ii)* of this Section and of subsections *(b)*, *(c)* and *(d)* hereof, such registration by the selecting club shall establish for such club the exclusive right of negotiation for the services of each player selected and registered as against all other professional clubs up to and including the June 1 next following the date of his selection.

(ii) If such player continues to play hockey as an overage player for a Junior club, in the season following his selection, such registration by the selecting club shall establish for such club the exclu

sive right of negotiation for the services of each such player selected and registered as against all other professional clubs up to and including the second June 1 following the date of his selection.

(b) A player selected who is a bona fide college student at the time of such selection or who becomes a bona fide college student prior to the June 1 next following the date of his selection may be retained on the Reserve List of the claiming club as an "unsigned draft choice" so long as he remains a bona fide college student and thereafter for 180 days plus the period between the end of said 180 days and the next June 1; provided always that such a player may at any time by notice in writing delivered to the claiming club, with copy to the Central Registry, declare his desire to be tendered a Standard Player's Contract with that club.

Upon receipt of such notice the claiming club may tender to the player a Standard Player's Contract for a term of one year plus option year, commencing at the start of the next regular playing season. If the contract tendered to the claimed player is unacceptable to him the determination of the compensation under the contract shall be referred for salary arbitration to the arbitrator designated under the Collective Bargaining Agreement in time to ensure its determination before the start of the next training camp of the claiming club. If for any reason the claimed player refuses to participate in the arbitration proceedings, or fails to execute the Standard Player's Contract on the terms determined by the arbitrator, then the rights of parties shall be determined thereafter as if notice of desire to be tendered a contract had never been given.

If the claiming club fails to tender to the claimed player a contract within thirty days of filing of the notice by the claimed player in the Central Registry or fails to participate in the arbitration proceedings or fails to execute a Standard Player's Contract with the claimed player on a basis determined by the arbitrator then the player shall be eligible for selection in the next Entry Draft.

For purposes of application of this section, a player playing for his Olympic or National Team shall be deemed to be at College.

A player who has been selected in the Supplemental Draft shall be subject to and afforded the provisions of this subsection *16B.5(b)*.

(c) A player who, having been selected by a Member Club and having been placed on its Reserve List as an "unsigned draft choice," enters into an agreement with any person or organization, other than a Member Club of the League or a member club of an affiliated professional league, which

agreement includes the obligation by the player to provide his services as a hockey player, may be retained on the Reserve List of the claiming club as a "defected" player for so long as said agreement to provide his services as a hockey player or any renewal or extension thereof remains in effect. Such player shall be subject to the provisions of Section *9B*.

(d) If, on or before June 1 next succeeding the draft, the claiming club makes a Bona Fide Offer to its claimed player of a contract, with the right to salary arbitration, the Club shall retain the exclusive right of negotiation for the services of such player up to and including the second June 1 following the date of his selection. This provision shall not apply to a player who is age 20 or older at the time he is claimed.

[A "Bona Fide Offer" is one which offers at least the minimum salary and remains open to the player at least thirty days after receipt of the offer by the player. A Bona Fide Offer may be conditioned upon acceptance by the player within thirty days. The salary arbitration may be conducted after the thirty day period.]

(e) Except as otherwise provided in this By-Law, a claimed player unsigned on June 2 next succeeding his draft shall be removed from the Reserve List of the Club that claimed him.

16B.6. Age 18 and 19 Players

(a) During the first two seasons next succeeding the draft of an age 18 player, the Member Club he signs a contract with must first offer him to the Club from which he was claimed before it may assign him out of the NHL.

(b) During the first season next succeeding the draft of an age 19 player, the Member Club he signs a contract with must first offer him to the Club from which he was claimed before it may assign him out of the NHL.

(c) During the seasons set forth in *(a)* and *(b)* above, the age 18 and age 19 player, respectively, may be assigned to the minor league team affiliate of his NHL Club when his Junior team is no longer in competition and provided he has been listed on the Club's minor league eligibility list.

16B.7. Assignment of Rights. The rights acquired under the selection process under this By-Law shall be transferable without waivers to any other Member Club by Standard Assignment and the transferee club shall thereby acquire all of the rights of the original selecting club.

16B.8. Eligibility for Play in the League. No player shall be eligible for play in the League unless he:

(a) had been claimed in the last Supplemental or Entry Draft or was ineligible for claim in the Supplemental Draft and under Section *16B.2(a)*; or

(b) had been eligible for claim in the last Entry Draft but was unclaimed, and:

(i) had played hockey in North America the prior season and was age 20 or older at the time of the last Entry Draft, and, if otherwise eligible for the ensuing year's Supplemental Draft, signed an NHL Standard Player's Contract which was signed and registered with the League between conclusion of the Drafts (Entry and Supplemental) and commencement of the next NHL season.

(ii) had played hockey in North America the prior season, was under age 20 at the time of the last Entry Draft, and signed an NHL Standard Player's Contract which was signed and registered with the League between conclusion of the Entry Draft and commencement of the Canadian Major Junior Hockey League season (except that if such player had signed an NHL Try-Out Form, which was signed and registered with the League during the aforesaid time period, then the deadline for signing and registering with the League an NHL Standard Player's Contract with such Try-Out club shall be the commencement of the NHL season).

[NOTES:

(1) The words "eligible for claim in the last Entry Draft" in subparagraph (b) above are interpreted to mean "eligible for claim in all rounds of the last Entry Draft."

(2) The words "the prior season" in subparagraphs (i) and (ii) above are interpreted to mean "a full season prior to the last Entry Draft."]

(c) had been eligible for claim in the last Supplemental Draft but was unclaimed, *and* was signed to a League contract prior to the start of the next League regular season.

16B.9. Age of Players. As used in this By-Law, "age 18" means a player reaching his eighteenth birthday between January 1 next preceding the Entry Draft and September 15 next following the Entry Draft, both dates included; "age 19" means a player reaching his nineteenth birthday in the calendar year of the Entry Draft; "age 20" means a player reaching his twentieth birthday in the calendar year of the Entry Draft; and "age 21" means a player reaching his twenty-first birthday in the calendar year of the Entry Draft.