

# **AGREEMENT**

**between**

**THE NATIONAL HOCKEY LEAGUE**



**"NHL"**

**and**

**THE CANADIAN HOCKEY LEAGUE**



**"CHL"**

Agreement made, effective as of November 14, 2013 (with application retroactive to June 1, 2013) between the National Hockey League ("NHL") and the Canadian Hockey League ("CHL").

**A. TERM**

This Agreement will be in effect for the following seven (7) seasons:

Year	Season
1	2013/14
2	2014/15
3	2015/16
4	2016/17
5	2017/18
6	2018/19
7	2019/20

This agreement will expire on June 30, 2020.

**B. FUNDING**

The NHL agrees to make the following payments to the CHL to support Player development by Junior Clubs that are members of the CHL:

1. Each of the Ontario Hockey League, the Quebec Major Junior Hockey League and the Western Hockey League will establish uniform plans providing for reimbursement of payment of tuition fees for current and former CHL Players not signed to professional contracts with NHL or AHL clubs. The NHL will reimburse the three leagues up to a maximum of \$750,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL, it being understood that such amounts in future years shall not be less than \$750,000.
2. Each of the Ontario Hockey League, the Quebec Major Junior Hockey League and the Western Hockey League will engage professionals to provide counseling to its Players regarding lifestyle education including but not limited to substance abuse, gambling and sexual activity. The NHL will reimburse the three leagues for such professional services up to a maximum of \$255,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL, it being understood that such amounts in future years shall not be less than \$255,000.

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3. Each of the Ontario Hockey League, the Quebec Major Junior Hockey League and the Western Hockey League will engage professionals to provide education to its Players on the diagnosis and treatment of concussions, including the importance of reporting symptoms and the dangers associated with head injuries generally. The NHL will reimburse the three leagues for such professional services up to a maximum of \$315,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL, it being understood that such amounts in future years shall not be less than \$315,000.
4. The NHL shall pay to the CHL an annual officiating grant of \$775,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL, it being understood that such amounts in future years shall not be less than \$775,000.
5. The NHL shall pay to the CHL an annual grant for elite Player skill development of \$500,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL, it being understood that such amounts in future years shall not be less than \$500,000.
6. An annual grant to the CHL of \$7,605,000 for the 2013/14 season, and amounts in future years of the Agreement to be determined by the CHL in consultation with the NHL.
7. The total amount paid by the NHL to the CHL (the "Total Grant") pursuant to Sections B.1 – B.6 above shall not exceed the amounts indicated below:

Year	Season	Amount
1	2013/14	\$10,200,000
2	2014/15	\$10,600,000
3	2015/16	\$11,000,000
4	2016/17	\$11,400,000
5	2017/18	\$11,800,000
6	2018/19	\$12,200,000
7	2019/20	\$12,600,000

8. The Total Grant in the 2013/14 season will be paid in two installments -- on November 14, in the amount of \$5,100,000 and on February 1, in the remaining amount of \$5,100,000.

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The Total Grant in the remaining years of the Agreement shall be paid in three equal installments -- on October 1, December 1 and February 1 of each season covered by this Agreement, and is conditioned on the CHL including a minimum of fifty (50) operating Major Junior Clubs ("Clubs") every year during the term of this Agreement. In the event that the number of operating Clubs falls below fifty (50) at any time during the term of this Agreement, there shall be a pro-rata reduction in said annual grant. An increase in the number of Clubs shall not result in any increase in the amount of the Total Grant.

9. The final annual installment in each year of the Agreement will be reduced by the amount of \$25,000 for each Player who has transferred from a European country to play in the CHL at age 17 or older, and who next signs a Standard Player's Contract with an NHL Club (with no intervening contract with a Club outside the NHL) (the "Reduction Amount"). The Reduction Amount will be applied only in the League Year (i.e., July 1 to June 30) in which the term of Player's NHL contract is scheduled to begin and the total amount reduced will never exceed the aggregate amount of \$250,000 in any season of the Agreement.
10. Additional payments in consideration for the CHL and its Clubs agreeing to consent to any Junior Player age 18 or 19 being signed and retained by an NHL Club shall be made on the following basis:

(NOTE: All the below-referenced amounts will be paid on a pro-rata basis, based upon the date that the under-aged Player is returned to his Junior Team).

- (a) Up to \$60,000 for a skater and up to \$75,000 for a goaltender signed by an NHL Club who is retained after the commencement of the NHL Regular Season. This amount is payable as follows:
  - (i) \$12,000 for a skater and \$15,000 for a goaltender if the Player is retained from the beginning of the NHL season up to and including November 1;
  - (ii) an additional \$12,000 for a skater and \$15,000 for a goaltender if the Player is retained from the beginning of the NHL season up to and including December 1 (or an additional amount reduced pro rata to reflect days on NHL roster between November 1 and December 1);
  - (iii) an additional \$12,000 for a skater and \$15,000 for a goaltender if the Player is retained from the beginning of the

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NHL season up to and including January 1 (or an additional amount reduced pro rata to reflect days on NHL roster between December 1 and January 1);

- (iv) an additional \$12,000 for a skater and \$15,000 for a goaltender if the Player is retained from the beginning of the NHL season up to and including February 1 (or an additional amount reduced pro rata to reflect days on NHL roster between January 1 and February 1); and
  - (v) an additional \$12,000 for a skater and \$15,000 for a goaltender if the Player is retained from the beginning of the NHL season until after March 1 (or an additional amount reduced pro rata to reflect days on NHL roster between February 1 and March 1).
- (b) Additional payments in consideration for the CHL and its Clubs agreeing to provide consent to any Junior Player age 18 who is signed and retained by an NHL Club for the entire season as an 18 year old and then is retained again by an NHL Club as a 19 year old for all or part of a second consecutive season shall be made as follows:
- (i) if the Player is retained from the beginning of the second consecutive NHL season (i.e., when Player is a 19 year old) up to and including November 1, the additional payment will be \$17,000 for a skater and \$20,000 for a goaltender.
  - (ii) if the Player is retained from the beginning of the second consecutive NHL season (i.e., when Player is a 19 year old) up to and including December 1, the additional payment (also subject to pro rata reduction based on actual days on NHL roster) will be \$17,000 for a skater and \$20,000 for a goaltender.
  - (iii) if the Player is retained from the beginning of the second consecutive NHL season (i.e., when Player is a 19 year old) up to and including January 1, the additional payment (also subject to pro rata reduction based on actual days on NHL roster) will be \$17,000 for a skater and \$20,000 for a goaltender.
  - (iv) if the Player is retained from the beginning of the second consecutive season (i.e., when Player is a 19 year old) up to and including February 1, the additional payment (also subject to pro rata reduction based on actual days on NHL

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roster) will be \$17,000 for a skater and \$20,000 for a goaltender.

- (v) if the Player is retained from the beginning of the second consecutive NHL season (i.e., when Player is a 19 year old) until after March 1, the additional payment (also subject to pro rata reduction based on actual days on NHL roster) will be \$17,000 for a skater and \$20,000 for a goaltender.
- (c) \$1,000 per NHL game for any Player recalled under Emergency Conditions.
- (d) \$1,000 for each game played by an unsigned draft choice recalled under the provisions of NHL By-Law 10A and Exhibit 17 of the NHL/NHLPA CBA governing Amateur Try-Outs.
- (e) It is understood that the total obligation under sub-paragraphs (a), (b), (c) and (d) above shall not exceed for any Player: \$60,000 for a skater and \$75,000 for a goaltender if the Player is not retained for all or part of a second consecutive NHL season as a 19 year old, and, if Player is retained for the entire NHL season as an 18 year old and for all or part of the second consecutive NHL season as a 19 year old, \$145,000 for a skater and \$175,000 for a goaltender.
- (f) The additional payments set forth in this Section B.10 are only payable with respect to Junior Players who are drafted directly from the CHL; such additional payments are not payable for Players drafted from a league other than the CHL, but who may subsequently play in and/or be assigned to the CHL.
- (g) The CHL shall be responsible for invoicing the National Hockey League for all such amounts due. These invoices shall be delivered to the NHL's Montreal office (Attention: Joseph DeSousa), with a copy to the NHL's Toronto office (Attention: Colin Campbell). Any invoice so presented shall be paid within thirty (30) days of its receipt.

**C. REGULATIONS GOVERNING PLAYERS AGE 18 AND 19**

1. Signed Players

(a) Loans

A signed Player age 18 or 19 who has been claimed from the CHL and who is not retained by his NHL Club, must be assigned to the

Junior Club of the CHL for whom he last played or with whom he owes contractual obligations. NHL Clubs may also elect to assign 18 or 19 year old Players who are not otherwise covered by this Agreement to the CHL, and, in the event that such an election is made, the assignment must be to the Junior Club on whose protected list his name appears.

Notwithstanding the above, a Player normally subject to mandatory return to the CHL may be assigned to his NHL Club's affiliated minor league professional team for a period not exceeding two weeks on one occasion during the season for conditioning purposes providing said Player was injured or ill while with the NHL Club.

Also, notwithstanding the above, a Player who is at least 19 years of age and has played at least four seasons in CHL (minimum of 25 games per season) may be assigned to the minor league professional team affiliated with his NHL Club.

(b) Recalls

A Player who has been assigned to his Junior Club may not be recalled after the commencement of the NHL Regular Season, except that NHL Clubs may recall a signed Junior Player: (1) under emergency conditions, as provided for in Section C.1 (c) below; or (2) at a time when it is not inconvenient to the Junior Club, but in no event for more than five (5) NHL games in a given season. (**NOTE:** "Inconvenient" shall mean any recall that would result in the Player missing one or more of his Junior Club's games.)

For Players recalled pursuant to the latter provision, no such recall can be made prior to November 1 or later than March 1, and the NHL Club recalling such Player will be obligated to pay the CHL \$1,000 for each game the Player plays in the NHL.

A non-retained signed Player age 18 or 19 may also be recalled to his NHL Club or to the minor professional league team affiliated with his NHL Club when his Junior team is no longer in competition.

Finally, a Player who is with his NHL Club and is assigned to participate in the Junior World Championship Tournament may be recalled by his NHL Club immediately following the termination of the Tournament or at the conclusion of his national team's participation in the Tournament.



(c) Emergency Conditions

A signed 18 or 19 year old Player may be recalled by an NHL Club in an "emergency condition" as defined in Section 13.12 (m) of the NHL/NHLPA CBA (hereinafter "emergency condition") at any time during the NHL Regular Season and Playoffs as follows:

- (1) With respect to forwards, when the NHL Club is in a third (3<sup>rd</sup>) emergency condition and has already executed two previous recalls of forwards from its minor professional affiliate under emergency condition;
- (2) With respect to defensemen, when the NHL Club is in a second (2<sup>nd</sup>) emergency condition and has already executed one previous recall of a defenseman from its minor professional affiliate under emergency condition;
- (3) With respect to goalkeepers, at any time that the NHL Club is in an emergency condition; or
- (4) After an NHL Club has already recalled two (2) Players from its minor league professional affiliate under emergency conditions.

(d) Junior Training Camp

A signed 18 or 19 year old Player must obtain the permission of his NHL Club to attend the Junior Club's training camp and/or to play in exhibition games for his Junior Club during such training camp period.

(e) Trading of Junior Players

In the event that a Junior Player is traded between CHL Clubs for the second time in any one CHL season, he may be recalled by his NHL Club when either the CHL Club from which he was traded on the second occasion or his then current CHL Club is out of competition for that season.

2. Unsigned Draft Choices

(a) Retained Players

A Player age 18 or 19 who was claimed in the first three (3) rounds of the NHL Draft, if not signed, may not be retained by the NHL Club and must be returned to his Junior Club by not later than the



day prior to the opening of the NHL Regular Season. A Player selected in the fourth (4<sup>th</sup>) or subsequent rounds of the NHL Draft, if not signed, may not be retained by the NHL Club and must be returned to his Junior Club by not later than the fourth (4<sup>th</sup>) day prior to the opening of the NHL Regular Season, but in no event later than October 3rd.

(b) Players Signed After Start Of Season

An NHL Club may not retain the services of an 18 or 19 year old Junior Player who is signed after the start of the NHL season, except that such Player may be recalled: (1) under emergency conditions at any time during the Regular Season and Playoffs (as provided for in Section C.1(c) above); (2) at a time when it is not inconvenient to the Junior Club (as provided in Section C.1(b) above); or (3) when his Junior team is no longer in competition.

(c) Try-Outs

A Junior Player may be granted an Amateur Try-Out by an NHL Club, which Try-Out shall be governed by the provisions of NHL By-Law 10A and Article 11 and Exhibit 17 of the NHL/NHLPA CBA governing Amateur Try-Outs, and on the condition that he will not be granted such Try-Out by an NHL Club prior to November 1st nor after March 1st.

3. Unclaimed Players

A Player who is eligible for the NHL Draft but is not claimed may be signed to an NHL Standard Player's Contract or invited to an NHL Training Camp on an NHL Amateur Try-Out form which Try-Out form must be signed and filed with NHL Central Registry by 5:00 p.m. New York time, August 25th.

An unclaimed Player who has not been signed to an NHL Standard Player's Contract may not be retained by an NHL Club and must be returned to his Junior Club by not later than the fourth (4<sup>th</sup>) day prior to the opening of the NHL Regular Season, but in no event later than October 3rd.

4. Injured Players

A Player who is otherwise required to be assigned to a CHL Club but who is at such time injured (whether from an injury in a prior season, at training camp or otherwise), may at the NHL Club's option, upon notice by the NHL Club to the CHL and the Player's CHL Club, remain with his NHL Club solely for purposes of



rehabilitation and only until he receives appropriate medical clearance from his NHL Club that he is fit to play. During such period of rehabilitation, such an injured Player will be on his CHL Club's roster, and not his NHL Club's roster, for all purposes. Upon receiving appropriate medical clearance to play in an NHL game, the NHL Club's and CHL Club's rights at such time will be governed by the other provisions of this Agreement.

In addition, in the event that a signed or unsigned Player age 18 or 19 is injured while playing for his Junior Team, the NHL Club holding his rights shall receive immediate notification of the injury, together with a full medical report and an outline of the treatment that will be provided. In addition, the NHL Club shall have the right to bring such Player into the NHL Club's home city (or elsewhere), may request a full medical examination and may provide all necessary medical treatment, the cost of which will be borne by the NHL Club, provided, however, that during such period of rehabilitation and until he receives appropriate medical clearance from his NHL Club, such an injured Player will be on his CHL Club's roster, and not his NHL Club's roster, for all purposes. Upon receiving appropriate medical clearance to play in an NHL game, the NHL Club's and CHL Club's rights at such time will be governed by the other provisions of this Agreement.

The NHL agrees to provide similar medical information to the CHL Club regarding CHL Players injured while in NHL Training Camp or while on recall to an NHL Club.

#### **D. REGULATIONS GOVERNING OVERAGE JUNIORS**

1. Limit on Overage Juniors

No CHL Club shall retain more than three (3) Overage Players on its roster.

2. Recall of Overage Juniors

A draft choice who is signed or unsigned and is playing in the CHL as an Overage Junior may not be recalled to play in NHL after January 1st of any year, except that a signed Player may be recalled under the same circumstances and restrictions as specified in Sections C.1(b), (c), and (e) above.

3. Try-Outs

A Player who is playing in the CHL as an Overage Junior may be



granted an Amateur Try-Out, which Try-Out shall be governed by the provisions of NHL By-Law 10A and Article 11 and Exhibit 17 of the NHL/NHLPA CBA governing Amateur Try-Outs.

4. Composition of CHL Rosters

The payments set forth in Section B.6 of this Agreement assume that the current CHL roster composition rules remain in effect. The CHL may change those rules at any time in its sole discretion. If a change in roster composition rules should, in the NHL's judgment, adversely affect the NHL, then the NHL's obligation to make the payments specified in Section B.6 above shall be suspended pending good faith negotiations on new payment terms. All other terms of this Agreement shall remain in effect during the pendency of those negotiations.

**E. INSURANCE**

The NHL agrees to provide disability insurance for Players with junior eligibility who are designated as unsigned draft choices for the period during which they participate at NHL Preseason Training Camps on the following basis:

- (a) Disability Insurance will be purchased by the NHL Club for each unsigned draft choice invited to the Club's Training Camp. This insurance policy will extend for 30 days from September 1st and will provide in the event of accidental injury sustained in Training Camp:
  - (i) Temporary Total Disability, accident only, \$400 per game missed of the Regular Season of the Player's CHL Club, subject to a deductible of the first five consecutive games missed as a result of each and every loss, and subject to a total maximum benefit of \$25,000 for Temporary Total Disability, plus
  - (ii) Permanent Total Disability, accident only, \$25,000 payable in the event of the insured's permanent disablement.
  - (iii) The maximum claim payable during any one season (Temporary Total Disability and Permanent Total Disability combined) will be \$50,000.
- (b) The above specified insurance coverage may also be made available for purchase by any Junior Club who chooses to cover any undrafted and unsigned Player who is invited to an NHL Training Camp. The CHL may request information regarding the cost of such coverage,

which the NHL shall promptly provide. The NHL shall provide the CHL with a list of all such undrafted and unsigned Players who are invited to an NHL Training Camp.

- (c) In the event that a signed Player is injured at an NHL Training Camp and returned to his Junior Club (either prior to or after rehabilitation of the Player's injury), the NHL Club shall pay \$200 per week to the applicable Junior Club for each week missed by the Player as a result of his injury.

**F. ARBITRATION**

1. Initiation

Any dispute arising after the effective date of this Agreement and involving the interpretation or application of, or compliance with, any provision of this Agreement, will be resolved exclusively in arbitration, in accordance with the procedure set forth herein.

Arbitration may be initiated by the NHL or the CHL only. Arbitration must be initiated within thirty (30) days from the date of the occurrence or non-occurrence of the event upon which the dispute is based, or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the arbitration, whichever is later.

2. Filing

A party shall initiate arbitration by filing a written notice by certified mail, fax or e-mail with the other party. The notice will set forth the specifics of the alleged action or inaction giving rise to the dispute. The party so served will answer in writing by certified mail, fax or e-mail within ten (10) days of receipt thereof. The answer will set forth admissions or denials as to the facts alleged. If the answer denies the claims alleged, the specific grounds for denial will be set forth.

In any arbitration pursuant to this Agreement in which a Player's or Players' interests, rights or obligations could potentially be affected, the NHLPA shall be provided a copy of the notice initiating the arbitration and the answer, including any amendments, promptly upon their being filed. The NHLPA shall also be advised of the name of the arbitrator hearing the matter and the location and date of the hearing as soon as such information is available. The NHLPA will not, however, be a party to such arbitration and will not be entitled to participate except upon agreement of the parties.



3. Selection of Arbitrator

The parties shall either agree upon an Arbitrator or, failing agreement, an Arbitrator shall be selected under the Voluntary Labor Tribunal Rules of the Canadian Arbitration Association and the American Arbitration Association, on an alternating basis, then in effect.

4. Hearing

It is intended that witnesses appear at the arbitration hearing. The parties shall each use their best efforts to require witnesses to appear at the scheduled hearing. If a witness is unavailable, the party offering the witness shall notify the other party as soon as the unavailability of the witness is known. If the parties agree, the witness may testify by telephone. If the parties do not agree, a hearing date shall be selected for the purpose of taking the witnesses' testimony.

The record shall be closed at the end of the hearing unless the Arbitrator orders to the contrary. If post-hearing briefs are permitted in a given case, they shall be filed within ten (10) days of the close of the hearing unless the parties agree to a different filing schedule.

5. Arbitrator's Decision and Award

The Arbitrator will issue a written decision within thirty (30) days of the close of the record. The decision of the Arbitrator will constitute full, final and complete disposition of the dispute, as the case may be, and will be binding upon the Player(s) and Club(s) involved and the parties to this Agreement; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement or any Player contract or addenda thereto. In resolving grievances, the Arbitrator has the authority to interpret, apply and determine compliance with any provision of this Agreement. Otherwise, the Arbitrator shall have no authority to alter or modify the contractual relationship or status between a Player and a Club, other than where such remedy is expressly provided for in this Agreement.

6. Costs

Except as otherwise set forth herein, all costs of arbitration, including without limitation, the fees and expenses of the Arbitrator, will be borne equally between the parties, except that each party



shall bear its own costs of transportation, counsel, witnesses and the like.

**G. MISCELLANEOUS TERMS**

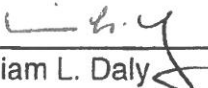
1. It is understood and agreed that any and all references to funds made in this Agreement shall mean Canadian currency.
2. The NHL will cooperate where possible when requested by the CHL to provide other non-monetary assistance, such as, but not limited to, coaching, scouting, Club management and Player consultation.
3. The responsibility for allocation of funds provided under this Agreement shall belong to the CHL, except that NHL shall be consulted before the allocation formula is approved.
4. The CHL agrees to provide an annual report to the NHL by no later than June 30 in every season of the Agreement on the status of the CHL in a number of areas including, but not necessarily limited to:  
(a) the financial condition of each of the three leagues and their respective member clubs for the most recently completed season;  
(b) a general description of any "compliance-related" enforcement activities that may have been undertaken during the most recently completed season; (c) an overview of CHL support to minor hockey and the development of the game at the grassroots level; and (d) the operation of the CHL scholarship program.
5. All CHL games will be played according to the NHL's playing rules as then in place. In the event the CHL (or any CHL league) proposes to change or amend any rule then in place, or to adopt some new rule, prior notice and a meaningful chance to consult on such proposal shall be provided to the NHL.
6. The CHL will cooperate with the NHL in scheduling and staging the NHL's Prospects Game. The CHL will cooperate with the NHL in designing and executing additional testing initiatives implemented around the NHL's Prospects Game.
7. Each CHL Club will use its best efforts to make two (2) cornerboard panels in its home arena (diagonally opposite each other) available to the NHL for promotional purposes (e.g.: "NHL Face-Off", "NHL Heritage Classic" logos or the like), free of charge. To the extent cornerboard panels are not available, suitable equivalent space in the arena shall be provided. The NHL will provide, at its cost, all such promotional materials.

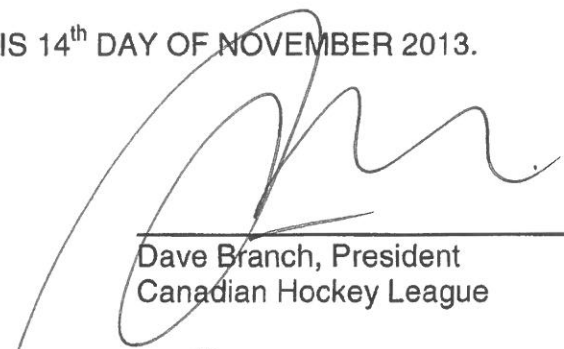
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8. Each of the NHL and CHL will provide to the other regular updates with respect to Player assignment status and injuries and, as it relates to Players signed to an NHL SPC, such information will also be shared with the NHLPA.
9. The parties agree to meet on an annual basis in either May or June (or another mutually agreed upon date) to discuss the operation of this Agreement and to consider whether any adjustments or other changes to the terms of this Agreement can or should be made to improve its operation.
10. In return for the agreement to make the payments provided herein, and conditioned upon such payments being made, the Junior Clubs agree to consent to all Players executing contracts with and playing in the NHL for NHL Clubs, all in accordance with the terms of this Agreement. It is understood that this consent relates only to Players playing with the NHL Clubs and not to any other club in another League, except as may be expressly provided for in Sections C and D hereof. In that regard, the Junior Clubs agree to release the NHL Clubs, the NHL and the Players from any and all claims by said Junior Clubs, whether arising from statute, common law or otherwise, asserted or unasserted, to or arising out of the services of its Players or former Players for NHL Clubs, except as provided herein. This Agreement supersedes all prior agreements between the parties.
11. It is warranted by each of the undersigned that he has full authority to enter into this Agreement on behalf of his indicated principals, that this Agreement has been approved by such principals and that this Agreement is binding upon such principals.

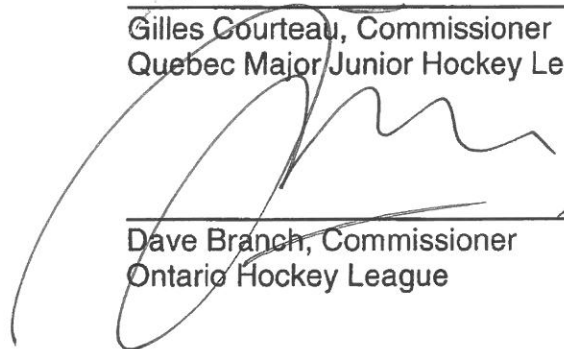
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ACCEPTED AND AGREED TO THIS 14<sup>th</sup> DAY OF NOVEMBER 2013.

  
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William L. Daly  
Deputy Commissioner  
National Hockey League

  
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Dave Branch, President  
Canadian Hockey League

  
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Gilles Courteau, Commissioner  
Quebec Major Junior Hockey League

  
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Dave Branch, Commissioner  
Ontario Hockey League

  
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Ron Robison, Commissioner  
Western Hockey League