



SEPTEMBER 2013



# RIGHTS AND OBLIGATIONS OF PLAYERS

## R-11 RIGHTS AND OBLIGATIONS OF PLAYERS

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## **ADOPTION, EFFECTIVE DATE AND AMENDMENTS**

The present regulation was adopted by the Board of Governors on June 7<sup>th</sup>, 2013, and will come into force on July 1, 2013, effectively replacing all regulatory texts previously in force which pertain to the same topics.

Dates of subsequent amendments:

September 6<sup>th</sup>, 2013.

## **REGULATION OBJECTIVES**

The goal of the present regulation is to clarify the status of the players who are called upon to play with each of the League's teams, to determine their rights and obligations, to determine the conditions which will or may be applicable to them and to detail the disciplinary measures applicable to the clubs regarding their adherence to the regulations which apply to the conditions granted to the players.

### **1. DECLARATION ON THE STATUS OF THE PLAYERS**

#### **1.1 League's Mission**

The League and its clubs' mission, as worded in article 1.3 of the League's constitution, is to fundamentally guide regulations which apply to the conditions that the clubs must apply to the players who are part of their team.

Article 1.3 of the constitution: « *The League's mission is to develop players for professional hockey while supporting them throughout their academic endeavors in order to mold them into responsible and educated citizens. It must offer high entertainment value within a profitable framework in order to ensure the continued success of its activities.* »

### **1.2 Status of Players Ages 16 to 19**

Players who belong to a club and who range in age from 16 years old to 19 years old are pursuing their academic careers while also benefiting from a framework which supports the development of their athletic potential as hockey players whose goal it is to pursue the practice of hockey at the professional level.

### **1.3 Status of 20 Year Old Players**

Players who are 20 years old and who are retained by a team are young adults who are called upon to exercise their leadership abilities and to act as mentors towards their teammates. They are considered to be salaried employees of the club and will be paid accordingly.

## **2. CLUB'S RESPONSIBILITIES TOWARDS PLAYERS**

### **2.1 Extent of the Club's Responsibilities**

The club is responsible towards the players that it retains for its team, in accordance with League regulations. The club is responsible for providing lodging and meals, for supporting the players through their academic pursuits, for protecting their physical and mental health and for developing their athletic potential, to the extent possible, so that they may practice hockey at the professional level after their junior major career. The norms and standards of the clubs' responsibilities are determined by the present regulation, and by any other pertinent regulation, policy or directive issued by the Commissioner.

### **2.2 Duration of the Club's Responsibility towards its Players**

The club's responsibility towards a player at the beginning of the academic semester or during the academic semester must be extended until the end of the academic semester, except in the following cases:

- The player voluntarily leaves the team;
- The player is traded, in accordance with the regulations which govern such trades. Consequently, the club's responsibilities will be transferred to the team which receives the player;
- The player is unable to practice the sport because of an injury which occurred during an activity which was not an activity required by the team, the League, the CHL or a national FIHG member organisation;
- The player refuses or neglects to respect League or club regulations.

### **2.3 Player who is Injured for the Remainder of the Season**

If a player can no longer play because of an injury which occurred during an activity which was required by the team, the League, the CHL or a national FIHG member organisation, the team will be responsible for the player until the very last game played by the team during the season or until the end of the winter academic semester, even if the injury occurred during the fall academic semester.

### **3. CONDITIONS FOR ALL THE PLAYERS**

#### **3.1 Equipment**

##### **3.1.1 Equipment Supplied by the Club**

The club must provide the player with complete hockey equipment, in accordance with the norms and standards established by the Commissioner and in compliance with the agreements which have been concluded with the League and its equipment supplying sponsors.

##### **3.1.2 Training Camp**

During the selection and training camps, the player may be asked to use part of all of his own equipment.

##### **3.1.3 Mouthguard, Neck Guard and Visor**

The mouthguard, neck guard and visor are mandatory pieces of protective equipment and must be worn during training, warm-up periods, before and during the games. The League recommends that players wear a full face shield instead of wearing only a visor; however, this is not mandatory.

These pieces of equipment must comply with the norms and standards determined by the League. These pieces of equipment cannot be modified or altered either directly or indirectly.

#### **3.2 Medical**

##### **3.2.1 Club's Responsibility**

The club is responsible for paying all medical expenses incurred by the practice of the sport of hockey during games, on-ice and off-ice training, and any other activity required by the club. The parents' health insurance plan, if required, will be used within the limits of the plan's coverage as a first source of medical expense coverage. Hockey Canada's insurance plan, which the League and its clubs subscribe to, will cover excess expenses within the limits of the available coverage. Finally, the club will be responsible for all other expenses.

##### **3.2.2 Medical Exam**

The player must submit to a complete medical exam to evaluate his physical condition and general health before the beginning of each hockey season or when he first reports to the club. He must also submit to any complete or partial medical exam which is required by his club's management during the course of the year.

##### **3.2.3 Disclosed Injuries**

Any injury which is disclosed by a player must be communicated to the club's therapist without delay.

##### **3.2.4 Medical Treatment**

A player, who is undergoing medical treatment prescribed by a doctor, a dentist, a licensed sports therapist, a medical responder, or a physical therapist, must comply with treatment recommendations.

##### **3.2.5 Disclosure of Medical Information**

The player must agree to give the following authorizations to the team's medical staff to transmit information, data or relevant information from his medical records by signing the form found in Schedule A of the present regulation:

- Authorization for the doctor, dentist, licensed sports therapist, medical responder or physical therapist to disclose and transmit any information, data or relevant information from his medical records or general health records to the doctor, dentist, licensed sports therapist, medical responder or physical therapist designated or referred by any of the League's teams with which the player could be called upon to play with in preparation for or in the event of a trade or other event which could occur during the course of his junior major career in the League;
- Authorization for the doctor, dentist, licensed sports therapist, medical responder or physical therapist to disclose and transmit any information, data or relevant information from his medical records or general health records to the doctor, dentist, licensed sports therapist, medical responder or physical therapist designated or referred by the League, its insurers, as well as League management;
- Authorization to transmit to the League, upon request, an injury report which includes the type and nature of the injury, the care and treatment received for the injury and, if applicable, the date of his return to being an active player. This report may be transmitted by the League to the NHL.

### **3.3 Publicity**

#### **3.3.1 Photographs and Motion Pictures**

The Player grants to the Club and to the League the right to authorize any person, firm or corporation to take and make use of any photographs, motion pictures (including television) or digital images of the Player recorded during he participates within the Club and agrees that thereafter all rights attached to such photographs, pictures and images shall belong to the Club or the League exclusively. Therefore, the Club or the League may use or reproduce or distribute such photographs, pictures and images in any way it desires.

#### **3.3.2 Right to Use the Name of the Club**

The Club irrevocably grants to the Player the right to use the name of the Club (but not the emblem or uniform unless otherwise agreed with the Club) and to identify himself, truthfully, as a past or present Player of the Club.

#### **3.3.3 Consent of the Club**

The Player agrees that he will not make public appearances, participate in radio or television programs, write or sponsor a newspaper or magazine article or endorse any commercial product without the prior written consent of the Club, which consent shall not be unreasonably withheld.

### **3.4 Gift to Players**

No League club has the right to give directly, indirectly or in any manner whatsoever, a gift or a prize to one of its players.

However, under the condition of having obtained the express consent of the Commissioner, a club may grant one of its players a gift or a prize whose value does not exceed \$ 100 to highlight a noteworthy school or athletic achievement.

## **4. CONDITIONS FOR 16-TO-19-YEAR-OLD PLAYERS**

### **4.1 Commitment Forms**

Upon a player's arrival in a League team, the player must sign the commitment form, included in [Schedule A](#), which stipulates that the player agrees to abide by all League regulations, that he has read the present regulation and the academic policy. The player also recognises that the League has the constitutional right to amend its regulations by following a procedure established in the constitution. Specifically, the player agrees to abide by the League's policy as it relates to the mandatory nature of certain pieces of equipment such as a mouthguard, a neck guard and a visor; the player also accepts that certain medical information which applies to him may be communicated, in certain circumstances, to a medical responder associated with the League, another club, or the NHL.

The resulting commitment is valid for the duration of the player's relationship with the QMJHL, up until age 19 (inclusively), notwithstanding the team he belongs to.

### **4.2 During the Selection and Training Camp**

During the selection and training camps, the club will cover or reimburse the following expenses:

- Transportation fees from the permanent residence to the training camp;
- Transportation fees from the training camp to the permanent residence if the player is cut;
- Lodging and meal fees;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;

Player reimbursement modalities, if applicable, will be established by the team.

However, the club cannot reimburse the expenses which were incurred by a player if a player requested to participate in the training camp at his own expense.

### **4.3 During the Regular Schedule and the Eliminary Schedule**

During the regular schedule and the eliminary schedule, the club will cover or reimburse the following expenses:

- Room and board expenses;
- The actual cost of tuition, registration and school supplies;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;
- Transportation fees to and from the player's permanent residence during the Holidays;
- Transportation fees to the player's permanent residence at the end of the year;
- For expenses related to hockey practice and being away from home that is not otherwise reimbursed to the player, the club pays a fixed weekly allowance of \$ 60.

Room and board expenses will be reimbursed until the end of the player's winter academic semester, even if the club is no longer competing.

If a player cannot play for the rest of the season because of an injury that he sustained during the course of an activity required by the League, the CHL or by a national FIHG member organisation, the following rules apply:

- If the player remains in the team's entourage to complete his academic activities, all expenses will be covered or reimbursed by the team; however, transportation fees for the team's activities will only be reimbursed if the player participates in the activity;
- If the player returns to his permanent residence, the team will only cover or reimburse academic fees, medical rehabilitation fees, and the weekly amount for expenses not otherwise reimbursed.

Player reimbursement modalities, if applicable, will be established by the team.

## **5. CONDITIONS FOR 20-YEAR-OLD PLAYERS**

### **5.1 20-year-old Players' Status**

20-year-old players are considered to be employees and are treated as such.

### **5.2 20-year-old Player's Contract**

All 20-year-old players must sign a standard contract supplied by the league and this contract must be registered with the league; he and cannot sign any other contract that is not registered with the league.

No conditions other than those recorded in the contract can be applied to the player;

The contract begins with the beginning of services, at the earliest during the week of the regular season opening, and the contract ends at the deadline closest to his release date, the date of trade of his services to another league team, the date of his team's elimination at the end of the regular season or during the playoffs, or at the end of the Memorial Cup tournament.

A copy of the standard contract is included in [Schedule B](#) of the present regulation; the text included in the standard contract can be modified by the Commissioner to accommodate future signatures.

### **5.3 During the Selection and Training Camp**

During the selection and training camps, the club will cover or reimburse the following expenses:

- Transportation fees from the permanent residence to the training camp;
- Transportation fees from the training camp to the permanent residence if the player is cut;
- Lodging and meal fees;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;

Player reimbursement modalities, if applicable, will be established by the team.

However, the club cannot reimburse the expenses which were incurred by a player if a player requested to participate in the training camp at his own expense.



#### **5.4 During the Regular Schedule and the Playoff Schedule**

During the regular and playoff schedules, the club will cover or reimburse the following expenses:

- The player's salary, in accordance with the following articles:
- The actual cost of tuition, registration and school supplies;
- All the conditions and benefits which are normally applicable to all players in relation to equipment, medical fees, training, games and travel.

If a 20 year old player cannot play for the rest of the season because of an injury that he sustained during the course of an activity required by the League, the CHL or by a national FIHG member organisation, the following rules apply:

- If the player remains in the team's entourage to complete his academic activities, all expenses will be covered or reimbursed by the team; however, transportation fees for the team's activities will only be reimbursed if the player participates in the activity;
- If the player returns to his permanent residence, the team will pay for his salary but deduct the allocations for room and board as well as local transportation; the team will only cover or reimburse academic fees and medical rehabilitation fees

#### **5.5 The salary cap for 20-year-old Players**

For all 20-year-old players, a team is limited to a salary cap of \$1,700 per week; however, if among its 20-year-old players, there is at least one player who has signed a contract with the NHL or with the AHL, this maximum is raised to \$2,100.

A 20-year-old player cannot receive earnings that exceed \$1,000 per week.

#### **5.6 Included in the Salary Cap**

The following amounts are included in the maximum pay:

- The weekly base pay including the payroll deductions imposed by the various levels of government;
- The fair value pension, except for the training camp periods or following elimination if the player must not travel for the purposes of school;
- An apartment, if applicable, at its fair value;
- An allowance for local transportation;
- All sponsorship (car, computer, apartment, meals, etc.) at its fair value on a weekly basis;
- All scholarship for future studies promised to him at the moment of his turning 20 years of age, at its fair value on a weekly basis.

All litigation on "the fair value on a weekly basis" of certain benefits is defined by the Commissioner or by the person designated by him for this purpose.

If the salary or any other monetary benefits are disbursed by a sponsor or a third party, these amounts must be declared and they are included in the salary cap.

#### **5.7 Excluded from the Salary Cap**

The following amounts are excluded from the maximum pay:

- The actual cost of tuition, registration and school supplies;
- The payroll taxes imposed on the employers by all levels of government;
- All the conditions usually applied to all the players regarding equipment, medical expenses, training, games and travel.

### **5.8 Incapable of Playing**

The salary of the 20-year-old player who is incapable of playing because of illness or injury and who is replaced by another 20-year-old player is excluded from the salary cap anticipated in 3.1. The salary of the replacement player is included. A medical certificate certifying his inability to play is mandatory.

### **5.9 A 20-year-old Player in Excess**

For a period not exceeding 14 days, the team can pay four 20-year-old players, as long as the salary of the three players registered in the league respects the salary cap anticipated in 3.1; the salary of the 4th player is thus excluded from the salary cap. The team can only use the hereby agreement twice per year.

### **5.10 Payment of the salary**

The payment of the salary to the 20-year-old player cannot begin until the week of the regular schedule opening and cannot exceed the week that marks the elimination of his team or the last game of the season if his team is not eliminated.

### **5.11 Reports to be registered with the league**

From the start of the season, and every time an amendment is made to the conditions underlined for 20-year-old players thereafter, either by the subtraction or addition of such a player or by an amendment to the contract of one player in particular, the appropriate forms must be filled-out and forwarded to the League office (registry department) by e-mail. If a new player, or one who has had one of his conditions modified, participates in one or more games before the League registry department has received the appropriate forms, the team will be fined \$500 for each game that the player has played.

The report produced must be attested under oath within five (5) working days of its production. A \$500 fine will be imposed to teams for every game that the report has not been forwarded to the League. The attested report must be transmitted by fax or by e-mail if it has been scanned.

## **6. SPECIAL AGREEMENTS**

### **6.1 Special Agreements**

In the event that a club wishes to establish a special agreement with a player that the team wants to recruit and in the event that the special agreement offers conditions which are different than those established in the present regulation, the club must comply with the guidelines established by the Commissioner on the matter of special agreements. In addition, the club must file such agreements between the club and a player with the League's Registrar.

## **7. COMPLAINTS, INQUIRIES AND SANCTIONS**

### **7.1 Complaint**

Any club accusing another of not complying the present regulation shall do so in writing to the Commissioner and include all written evidence supporting the accusation, along with a cheque in the amount of \$1000 made payable to the League.

If the complaint proves to be well-founded, the cheque will be reimbursed to the complaining club. If the Commissioner feels the information is credible and believes that the present regulation was indeed infringed, he may conduct an inquiry and impose a fine to the faulty team.

## **7.2 Conduct of the inquiry**

Upon receipt of the written complaint, evidence and cheque, the Commissioner shall immediately conduct an inquiry and notify the accused club by sending the organization a copy of the complaint which has been filed. The organization which is accused shall fully cooperate to the inquiry; otherwise, it will automatically be declared guilty and fined.

## **7.3 Sanction**

Any team that violates the rules of the present regulation, either making false declarations, hiding or trying to hide information regarding financial benefits extended to a player, will be charged by the Commissioner with one or several of the following sanctions in proportion to the severity of the offence:

- A fine that could reach \$100,000;
- The loss of entry draft picks for the two years following the infraction being brought to the attention of the Commissioner;
- The loss of points in standings.

## **7.4 If not guilty**

If the Commissioner's inquiry proves that the complaint is not well-founded, the accusing club shall automatically be fined \$1000 which will then be deposited into the Education Fund Gervais Munger.

## **SCHEDULE A: COMMITMENT FORM FOR 16-TO-19-YEAR-OLD PLAYERS**

### **Rights and obligations of the Player**

#### **The Player bound by the Regulation of the QMJHL**

The Player acknowledges to be bound by the Constitution, the Regulations, the Policies and the Directives of the QMJHL and to comply with their provisions throughout the player's association with the QMJHL, as a player between the ages of 16 and 19 (inclusively).

Without limiting the general spirit of the previous paragraph,

- The Player hereby acknowledges to have received the QMJHL Regulation related to Rights and Obligations of Players (R-11) and its Education Policy (P-1), to have read and to understand their provisions;
- The player acknowledges that he has read article 3.1.3 of the present regulation on the rights and obligations of players (R-11) which pertains to the mandatory requirement that players wear a mouthguard, neck guard and visor. The player understands its content and agrees to comply. Therefore, the player agrees to clear, release and exonerate the League from any claim, action or cause of action in the event that the player fails to wear or use the mandatory protective equipment, that he wears or uses equipment which has been modified or altered in any way, that he wears or uses protective equipment which has not been authorized by the League;
- The player acknowledges that he has read article 3.2 of the present regulation on the rights and obligations of players (R-11) which pertains to the various medical requirements. The player understands its content and agrees to comply;
- The player acknowledges that this present agreement terminates, cancels and replaces any existing standard contract, if any, between the player and the club.

#### **Power of the League to amend its regulation**

The Player acknowledges that the League may amend the content of its Constitution, its Regulations, its Policies and its Directives in accordance with its constitutional decision-making procedure. The enforcement of an amendment related to the conditions applied to players may only be done after appropriate and complete information is provided to the Player.

### **Disagreement**

#### **Power of the Commissioner**

In case of disagreement between the Club and the Player, as to the application of the regulations of the League governing the conditions to Players, the question shall be submitted to the Commissioner of the League, who shall render a final decision binding all the parties after receiving and reviewing the contingency of both parties and hearing in the presence of their attorneys, if any. The decision of the Commissioner is final and is not subject to appeal.

**Exclusive Jurisdiction of the Courts of the Province of Quebec**

Notwithstanding the place where the contract is concluded, the parties also agree that any dispute arising from this agreement that is not within the scope of the Commissioner's jurisdiction be submitted to the exclusive jurisdiction of the Courts of the Province of Quebec, for the resolution of the matter in accordance with the laws applicable in the province of Quebec.

In witness, thereof, the parties to this agreement have signed at the date and location indicated below.

(The commitment form is signed in four (4) originals: one for the Player, one for the Club and two for the League.)

**Player**

Name of the Player:

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

Permanent address of the Player:

Tel:

Email:

**Countersignature of a parent or legal guardian if the player is a minor**

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

Permanent address of the Parent or the Tutor:

Tel:

Email:

Approved by

**Club member of the QMJHL:**

Name of the Club:

Authorized signatory of the Club

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

Date: \_\_\_\_\_

Approved by

**Quebec Major Junior Hockey League**

Commissioner: Gilles Courteau:

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

## **SCHEDULE B: STANDARD CONTRACT – 20-YEAR-OLD PLAYER**

### **Agreement between**

\_\_\_\_\_, hereinafter called « the Club », member of the Quebec Major Junior Hockey League, hereinafter called « the League ».

and

\_\_\_\_\_, hereinafter called « the Player ».

The parties agree as follows:

### **Rights and obligations of the parties**

#### **The Player bound by the Regulation of the QMJHL**

The Player acknowledges to be bound by the Constitution, the Regulations, the Policies and the Directives of the QMJHL and to comply with their provisions throughout the player's association with the QMJHL as a 20 year old player.

Without limiting the general spirit of the previous paragraph,

- The Player hereby acknowledges to have received the QMJHL Regulation related to Rights and Obligations of Players (R-11) and its Education Policy (P-1), to have read and to understand their provisions;
- The player acknowledges that he has read article 3.1.3 of the present regulation on the rights and obligations of players (R-11) which pertains to the mandatory requirement that players wear a mouthguard, neck guard and visor. The player understands its content and agrees to comply. Therefore, the player agrees to clear, release and exonerate the League from any claim, action or cause of action in the event that the player fails to wear or use the mandatory protective equipment, that he wears or uses equipment which has been modified or altered in any way, that he wears or uses protective equipment which has not been authorized by the League;
- The player acknowledges that he has read article 3.2 of the present regulation on the rights and obligations of players (R-11) which pertains to the various medical requirements. The player understands its content and agrees to comply;
- The player acknowledges that this present contract terminates, cancels and replaces any existing standard contract, if any, between the player and the club.

**Power of the League to amend its regulation**

The Player acknowledges that the League may amend the content of its Constitution, its Regulations, its Policies and its Directives in accordance with its constitutional decision-making procedure. The enforcement of an amendment related to the conditions applied to players may only be done after appropriate and complete information is provided to the Player.

This agreement is the sole understanding relating to the rights of the Player for his services as a 20-year-old player, and it supersedes or replaces any other prior verbal or written agreement or statement of intent.

**Remuneration conditions of the Player:**

<p>Base weekly gross salary to be paid to the Player for regular season and playoffs:</p> <p>_____</p> <p>Accommodation expenses: _____</p> <p>Local transportation expenses, in cash or in tickets: _____</p> <p>Other conditions: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**Disagreement**

**Power of the Commissioner**

In case of disagreement between the Club and the Player, as to the application of this agreement, the question shall be submitted to the Commissioner of the League, who shall render a final decision binding all the parties after receiving and reviewing the contingency of both parties and hearing in the presence of their attorneys, if any. The decision of the Commissioner is final and is not subject to appeal.

**Exclusive Jurisdiction of the Courts of the Province of Quebec**

Notwithstanding the place where the contract is concluded, the parties also agree that any dispute arising from this agreement that is not within the scope of the Commissioner’s jurisdiction be submitted to the exclusive jurisdiction of the courts of the province of Quebec, for the resolution of the matter in accordance with the laws applicable in the province of Quebec.

**Term of this agreement**

Subject to the provisions of this agreement, the Club hires the Player for a period starting not sooner than the opening week of the regular schedule and ending immediately upon the occurrence of one of the following events: the release of the player by the Club, his exchange to another team of the League, the elimination of his team at the end of the regular schedule or during the playoffs, or at the end of the Memorial Cup contest.

In witness, thereof, the parties to this agreement have signed at the date and location indicated below.

(The contract is signed in four (4) originals: one for the Player, one for the Club and two for the League.)

**Club member of the QMJHL**

Name of the Club:

Authorized signatory of the Club

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

Date: \_\_\_\_\_

Address of the club:

Tel:

Email:

**Player**

Name of the Player:

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_

Permanent address of the Player:

Tel:

Email:

Approved by

**Quebec Major Junior Hockey League**

Commissioner: Gilles Courteau:

Signature: \_\_\_\_\_ at \_\_\_\_\_, this \_\_\_ th day of \_\_\_\_\_ 20\_\_