NWSL COMPETITION MANUAL

2025



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DEFINITIONS

In the event of any discrepancy between the definition set forth in the NWSL Competition Manual and the Collective Bargaining Agreement ("CBA"), the CBA definition shall control.

45-DAY INJURY/ILLNESS LIST (45-DAY IL): a record of a Team's Players who are seriously injured or ill and unable to participate in soccer activities for a minimum of forty-five (45) days but are allowed to return to participation after forty-five (45) days have elapsed.

ADDITIONAL WORK: non-salary compensation a Player may earn if a Team wishes to utilize the services of a Player outside of the Player's services under the SPA.

ALLOCATION MONEY: financial credits from the League that a Team may purchase and use to decrease a Player's Salary on an SPA greater than the League Maximum Salary, reduce the Salary Cap impact of a Player's Salary, pay a Transfer fee or Loan fee when acquiring a Player outside the League, or trade to another Team.

AMATEUR PLAYER: a U18 player that has not signed a letter of intent to enroll in college or is not already enrolled in college (as defined by the NCAA) or has not exhausted their college eligibility and has executed an NWSL Amateur agreement.

BUYOUT: a financial lump sum to be paid to Player upon termination.

CBA: The Collective bargaining Agreement between the NWSL and NWSL Players Association effective from July 30, 2024 through December 31, 2030 (or December 31 of any subsequent year thereafter).

CLUB: a soccer club that participates in a professional or amateur women's soccer league other than the NWSL.

COMMERCIAL APPEARNCE: an appearance in which the primary purpose of the appearance is to promote a commercial affiliate or commercial enterprise other than NWSL or its Teams.

COMPETITION CALENDAR: the listing of League competition and Roster transaction dates that is established prior to each League Season.

CONTENT CAPTURE APPEARANCE: an appearance in the venue of the Team's game or practice site or other reasonably convenient location (e.g., during Team travel, at another Team event, in close proximity to the training facility) to capture media content that promotes the Player, Team, NWSL, or the sport of soccer solely for use by the Team or NWSL on the Team's or NWSL's own media platforms.

DOMESTIC PLAYER: a U.S. citizen, a permanent resident (green card holder) or the holder of certain other special status (e.g., has been granted refugee or asylum status) who is on the roster of an NWSL Team.

DUAL REPRESENTATION: a Player Agent performing services for i) the Team a Player is leaving and the Player in the same transaction; or ii) the Team a Player is joining and the Player in the same transaction; or iii) all parties within the same transaction.

EXHIBITION GAME: any non-Regular Season Game, non-Tournament, non-Playoff Game or non-Pre-Season Exhibition Game between two (2) Teams, or between a Team and a non-NWSL Team, which is broadcast, promoted and/or generates revenue.

FIFA: means the Federation Internationale de Football Association, the governing body for soccer

internationally, or its successor(s).

FREE AGENCY: means a Player's ability to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player's rights would be assigned, regardless of which Team then currently holds such Player's rights.

GAME DAY CONTENT CAPTURE APPEARANCE: an appearance to capture content for use by the Team and/or NWSL or the media partners to promote the Team or NWSL in its electronic communications (e.g. social media, website, or e-newsletters) and for use in game-day programming (e.g., photo shoot, game day media for in-stadium video boards, etc.)

GUARANTEED CONTRACT: shall mean a Standard Player Agreement in which the NWSL may not terminate the SPA prior to the end of its term because of the quality of the Player's on-field performance, or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player.

INDIVIDUAL: a person who is not under contract with the NWSL, whose rights are not currently controlled by a Team and is otherwise eligible to play in the NWSL.

INJURY: shall mean physical harm or damage sustained to the body.

INTERNATIONAL TRANSFER CERTIFICATE (ITC): a certificate provided from one national association to another to facilitate the transfer of a Player between countries.

INTERLEAGUE TRANSFER: the permanent transfer of a Player and their registration between two professional soccer teams.

INTRALEAGUE TRANSFER: a Trade involving the exchange of money for the rights to a Player.

LEAGUE: the National Women's Soccer League, a professional soccer league operating in the United States. In this document, "NWSL" and "League" are synonymous.

LEAGUE MINIMUM SALARY: the lowest annual salary permitted in a SPA.

LEAGUE SEASON: the period in any year commencing with the first day of Preseason and ending on the date of the NWSL Championship game, as outlined in the annual Competition Calendar.

LOAN: the temporary transfer of a Player's registration between two (2) professional soccer teams for a finite period.

MENTAL HEALTH LEAVE: a leave of absence due to a mental health diagnosis.

MUTUAL TERMINATION: an agreement between the NWSL, Team, and Player wherein all parties agree that Player's employment with the NWSL shall be terminated, and the Team shall release all Player's playing rights in perpetuity. As a part of the consideration for the Mutual Termination, Team and Player may negotiate a Buyout.

NWSL PLAYER RIGHTS (**RIGHTS**): the priority over other Teams to negotiate with a Player on behalf of the League, and/or to direct the League to issue an SPA to a Player, except in the case of Replacement Players. A Team may not enter into negotiations with a Player whose Rights are held by another Team without prior

written consent from that Team.

OFFICIAL TOURNAMENT: a FIFA, CONCACAF or U.S. Soccer-created and/or operated tournament or competition that may or may not require NWSL or Teams to participate (e.g., FIFA Club World Cup, CONCACAF W Champions Cup).

OFFSEASON: the period that starts the day after the NWSL Championship and continues until the date prior to the start of the following Preseason.

ONE-TIME BONUS: a bonus paid to a Player at a designated point in time. A One-Time Bonus is a negotiated and agreed upon term that is memorialized in a Player's SPA. A One-Time Bonus can be annual.

OPTION: an extension of the term of a Player's SPA which is negotiated by a Team and Player. An Option must be exercised prior to the first day of the Free Agency Window of the year in which the Option is due to be exercised or else it is deemed waived. Options contained in SPAs entered into prior to the effective date of the CBA shall be handled in the manner agreed to in the Options Memorandum of Agreement memorialized in Side Letter 11 (Exhibit T).

PARENTAL LEAVE: a leave of absence offered to any Player who becomes a parent (including, but not limited to, births, adoptions, or second parents of a child) during the NWSL League Season.

PERFORMANCE BONUS: a bonus paid to Player upon Player's achievement of specific accolades as detailed in Player's SPA.

PLAYER (with a capital P): shall mean all persons employed by NWSL as professional soccer players who have a current Standard Player Agreement.

PLAYER AGENT (AGENT): shall mean an agent designated by a Player to assist in the negotiation of Salary and/or additional benefits, a Transfer or a Loan.

PLAYER AGREEMENT FORM (PAF): a written request from a Team that details the terms to be included in a Player's SPA.

PLAYER-ELECTED LEAVE: a Player-requested leave of absence from services required under the Player's SPA.

POST-SEASON: shall mean the part of the League Season following the conclusion of the Regular Season that includes the NWSL Playoffs and NWSL Championship.

POST-SEASON BONUS: monetary compensation paid by the League to each Player currently on the Roster of a Team qualifying for the NWSL Post-Season.

PRACTICE GAME: an unadvertised, closed-door game, at which no admission is charged or money collected, and is not broadcasted.

PREMIER COMMERCIAL APPEARANCE: an appearance that either (i) includes multiple commercial partners or (ii) combines a Game Day Content Capture Appearance with a Commercial Appearance(s), or (iii) is a Game Day Content Capture Appearance in excess of the one (1) provided for in the CBA.

PRESEASON: shall mean the period from the preseason start date until the Roster Compliance Date.

PRESEASON GAME: a Practice Game or Exhibition Game during the League's Preseason that has been approved by the League.

PROMOTIONAL APPEARANCE: any public or community appearance by a Player requested by a Team or NWSL that primarily promotes the Player, NWSL, an NWSL Team, any NWSL Game, or the sport of soccer and which is not a Commercial Appearance, a Content Capture Appearance, a Game Day Content Capture Appearance or Premier Commercial Appearance. Promotional Appearances may include, but are not limited to youth organizational visits, charitable appearances, public service or other community service event appearances, award shows, projects and programs, photo shoots, skills shows, talks, speaking events, autograph signings, clinics, and soccer camps, used to promote the Player, NWSL, an NWSL Team, any NWSL game, and/or the sport of soccer.

REGULAR SEASON: shall mean those NWSL Games that count towards the season table.

RELATED PARTY CLUB: a non-NWSL Club wherein an investor from an NWSL Team holds a majority interest, has decision-making authority, and/or exerts meaningful influence over the non-NWSL Club's technical or business decisions. The League will, in its discretion, make the decision whether a non-NWSL Club meets the Related Party Club definition. In the event of a dispute, the League will consult with the Executive Committee on the decision.

REPLACEMENT PLAYERS: Players who are signed to an SPA by the League who are exempt from certain Roster rules and processes. Replacement Players may either be replacing an injured player (e.g., Short-Term Injury Replacement or Season-Ending Injury Replacement), a Player called up for national team duty (National Team Replacement), or to ensure a Team has the minimum number of goalkeepers available (Goalkeeper Replacement).

RETIREMENT: means that a Player shall not play soccer for any other professional soccer team following the date of retirement.

ROSTER: the list of Players whose rights are currently assigned to a Team and who are signed to an SPA with the League.

ROSTER BONUS: a bonus paid to a Player who was listed on a Team's Roster for a specific NWSL game, competition, or event. Roster Bonuses can be either League-provided or provided by a Player's Team as a part of their SPA.

ROSTER COMPLIANCE: the requirements for Team to meet all applicable Roster and Salary Cap rules.

ROSTER COMPLIANCE DATE: the date by which a Team's Roster must meet all applicable rules.

ROSTER FREEZE: the date after which Teams may no longer add Players (except for Goalkeeper or National Team Replacement Players or Players returning from the 45-day Injury List or Season-Ending Injury List).

ROSTER RELIEF CONTRACT: Team may sign a Player to a Roster Relief Contract to provide roster relief where a rostered Player is unable to render playing services. services due to (i) Player being placed on the 45-Day Injury/Illness List; (ii) Player being placed on the Season-Ending Injury/Illness List; (iii) Goalkeeper Injury to maintain a roster of no less than two (2) goalkeepers; (iv) Player taking Pregnancy or Parental Leave; (v) Player taking a leave of absence due to mental health; or (vi) National Team Call-up.

SALARY: shall mean the annual base compensation paid to a Player, excluding bonuses and other incentive compensation and/or benefits.

SALARY CAP: the maximum amount of money each Team may spend on Salaries and other monetary compensation to Players in a given year (not including Allocation Money).

SALARY CAP EXEMPT CONTRACT: Player(s) whose compensation does not count against the Team Salary Cap. These Players may only be signed to Minimum Salary contracts without bonuses (except for League-provided Post-Season Bonuses and certain One-Time Bonuses as detailed in Section II.D. of this Manual).

SEASON-ENDING INJURY/ILLNESS (SEI) LIST: a record of a Team's Players who are likely unable to return during the remainder of the League Season due to a medical condition, except as otherwise indicated or permitted by League policy.

SERVICE YEAR: Players will be credited with an NWSL Service Year at the end of the League Season if they are on the Roster of a Team in the NWSL at any time during that League Season. For purposes of Service Year credit, Players are considered to have been on a Roster if their rights are assigned to a Team and they are signed to an SPA with the NWSL at any time during that League Season, except for those Players on Player-Elected Leave or who have been loaned out of the NWSL for the entirety of that period.

SHORT-TERM CONTRACT: a contract that is Guaranteed, with the minimum duration dependent on whether the Player is signing a Roster Relief Contract or a Salary Cap Exempt Contract and maximum duration through the end of the calendar year in which the Short-Term Contract is signed.

SIGNING BONUS: a bonus paid to a Player upon signing their SPA. A Signing Bonus is a negotiated and agreed upon term that is memorialized in a Player's SPA.

STANDARD PLAYER AGREEMENT (SPA): shall mean the contract between the NWSL and any bargaining unit member represented by the NWSLPA, excluding Trialists.

TAMPERING: any attempt, whether direct or indirect, to hire, negotiate with, make an offer to, or influence a Player on another team (or their representative) or an employee of another Team without first receiving written consent from that Team. The definition of tampering is intended to be broad, covering direct and indirect communication including, without limitation, casual and/or public comments, actions by representatives such as search firms, and discussions with a Player's representative or agent.

TEAM: a team participating in the NWSL.

TEAM RELATED ENTITY: (i) any individual, partnership, corporation, limited liability company, trust, estate or other entity (the "Entity") who directly or indirectly controls, is controlled by or is under common control with the Team, (ii) any Entity who is an officer, partner, member or trustee of, or serves in a similar capacity with respect the Team, or for which the Team is an officer, partner, member or trustee or serves in a similar capacity, (iii) any Entity who directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities of which the Team directly or indirectly is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any member of the close family (which shall include an individual's current spouse, parents, parents-in-law, grandparents, children, children-in-law, siblings and grandchildren, or a trust or estate, all of the beneficiaries of which consist of such individual or such related persons) of the Team.

TOURNAMENT: both Official Tournament(s) and Unofficial Tournament(s).

TRADE: a transaction between Teams involving the exchange of tradeable assets (e.g., an exchange of Players, Allocation Money, International Roster spots, or Transfer Fee Threshold).

TRANSFER: the permanent transfer of a Player and their registration between two professional soccer teams.

TRANSFER FEE THRESHOLD: the net threshold amount that Teams may spend on Transfer and/or Loan fees in a calendar year without incurring a Salary Cap charge.

TRIALIST: shall mean a soccer player who is not currently employed by NWSL, but who is currently seeking employment as a professional soccer player with NWSL, and who has been offered the opportunity to tryout by a Team, as memorialized by the Team in a written acknowledgement. A Trialist does not include any Amateur Player or any soccer player who participates and/or trains with any reserve team or lower division team that a Team might establish or with which a Team might partner.

TRYOUT: any practice, participation, or training under the direct or indirect supervision of a Team coach, trainer, or other member of a Team's management.

UNOFFICIAL TOURNAMENT: any tournament that is not an Official Tournament and includes NWSL-created or supported domestic or international tournament or other third-party domestic or international tournament (e.g., NWSL x Liga MX Femenil Summer Cup, WICC).

U.S. SOCCER (USSF): means the United States Soccer Federation, the governing body for soccer in the United States, or such entity or organization as may assume responsibilities similar to that of the USSF in the future.

WORKERS' COMPENSATION POLICY: shall mean the NWSL workers' compensation policy.

Section I – 2025 NWSL Roster Rules and Regulations

A. REGULAR AND POST-SEASON ROSTER SIZE

- 1. Team Roster sizes must include a minimum of twenty-two (22) players and a maximum of twenty-six (26) players. A Team's 22 to 26 Player Roster is also referred to as a Team's 'Senior Roster'.
- 2. For purposes of counting Players on a Roster for compliance with minimum and maximum Roster size, Players in the following categories at the time the count is conducted will be listed as 'unavailable' and will not be included:
 - a. Players on the Season-Ending Injury/Illness List;
 - b. Players on 45-Day Injury/Illness List;
 - c. Players on Loan;
 - d. Players on parental leave or who are utilizing pregnancy benefits; and/or
 - e. Players on Mental Health Leave.
- 3. Players listed as 'unavailable' do not appear on a Team's Roster.
- 4. From a Team's Roster, the Team must select eighteen (18) to twenty (20) Players for its Game Day Roster. For purposes of counting Players on a Game Day Roster for compliance with the Game Day Roster size, Players in the following categories at the time the count is conducted will not be included:
 - a. Players on the Season-Ending Injury/Illness List;
 - b. Players on 45-Day Injury/Illness List;
 - c. Players on Loan;
 - d. Players on Parental Leave or who are utilizing pregnancy benefits;
 - e. Players on Mental Health Leave, and/or
 - f. Players on national team duty

The NWSL will consider exceptions to Game Day Roster size requirement in cases where a Player is injured or otherwise becomes unavailable within forty-eight (48) hours of a scheduled game.

B. ROSTER LIMITS

- 1. Roster Compliance Date
 - a. A Team may exceed the maximum number of Players assigned to its Roster and the maximum number of International Roster spots starting the day following the NWSL Championship through the Roster Compliance Date of the following League Season, but a Player's Salary Cap charge will count towards a Team's Salary Cap at the daily rate for the number of days the player is on the Roster.
 - b. The Roster Compliance Date is set forth in the Competition Calendar (Exhibit B).

2. Roster Conditions

a. After the Roster Compliance Date, Teams must maintain no fewer than twenty-two (22) Players and no more than twenty-six (26) Players available on the Roster at any one time.

3. Roster Limitation Exceptions

a. Roster limitations are subject to the exceptions listed in Section I.B.4.b-d. of this Manual, and in other exceptional circumstances, as permitted by the League.

4. Roster Freeze

a. No changes may be made to a Team's Roster from the Roster Freeze Date until after the NWSL Championship, except as detailed below. The Roster Freeze Date is set forth in the Competition Calendar (Exhibit B).

b. Replacement Players After Roster Freeze

i. Teams may add a Roster Relief Contract Player after the Roster Freeze date in the case of a Goalkeeper Replacement Player or a National Team Replacement Player. For full regulations relating to acquiring Goalkeeper and National Team Replacement Players, see Sections II.C.3-4. below.

c. Players Outbound on Loan and Transferred from NWSL After Roster Freeze

i. Teams may loan or transfer a Player out of NWSL after the Roster Freeze date, subject to requirements in Section IV.F. related to Outbound Loans and Transfers from NWSL.

d. Season-Ending Injury/Illness List or 45-Day Injury/Illness List/Maternity Leave/Mental Health Leave

i. A Player returning from the Season-Ending Injury/Illness List, 45-Day Injury/Illness List, Maternity leave, or Mental Health Leave may return to competition after the Roster Freeze Date. The Team would either need to possess an available Roster spot or agree to a Mutual Termination of Player's SPA with Player in order to create availability on the Roster. Prior to the Roster Freeze Date, Teams must inform the League if there is a reasonable expectation that a Player will return from the Season-Ending Injury/Illness List, 45-Day Injury/Illness List, Maternity leave or Mental Health Leave after the Roster Freeze Date and share the Team's plan to be Roster compliant.

5. Player Categories

a. Domestic Players

i. There is no limit to the number of Domestic Players on a Team's Roster within general Roster limitations.

b. International Players

i. Any Player who is not a Domestic Player shall count as an International Player. All International Players must occupy an International Roster spot on a Team's Roster (see

Subsection C below for previously allocated Canadian Players). International Players can be signed to either a Standard Player Agreement or a Salary Cap Exempt Contract.

ii. International Roster Spots

- A. There is an equivalent of seven (7) International Roster spots per Team for the 2025 League Season, for a total of ninety-eight (98) International Rosters spots within the League.
- B. International Players loaned out do not count towards a Team's total allotted International Roster spots for the duration of the Loan. However, for an International Player to return from being on Loan, the Team must have an available International Roster spot to accommodate the International Player.

C. Exception for Canadian Allocated Players

 As of 2025, there are six (6) previously allocated Canadian Players (Exhibit BB) registered with NWSL that will not count as an International Player or occupy an International Roster spot, until they retire or depart from NWSL. If such Player(s) return to NWSL following retirement or departing the League, they would then be considered an International Player and, therefore, occupy an International Roster spot.

iii. Traded International Roster Spots

A. International Roster spots may be traded subject to the limitations on the length of time that International Roster spots may be traded. With Trades, there is no limit on the number of International Roster spots a Team may have, provided they do not surpass the allotted seven (7).

iv. International Arrival Process

- A. International Players who are abroad and require a visa to play in the League must apply for and be approved for a visa before they can relocate to a Team's market. As the Player's employer, the League will file and process visa applications, with Player visa expenses billed back to the Team. Player visa expenses do not incur a Salary Cap charge (See Section III.F.3.a.viii. for full details on Player visa Salary Cap implications).
- B. Once a visa is approved, the International Player may be required to attend a consular appointment to have their visa stamped in their passport. If required, the Team will assist the International Player in scheduling their appointment. Teams may pay reasonable expenses if a Player must travel for the consular appointment, but all expenses related to Player consular travel must be reported back to the League via the payroll process. Once the International Player has received their visa, they are permitted to relocate to the Team market.
- C. If a Player does not require a consular appointment, the League will notify the Team that their application has been approved and that the International Player is free to relocate to the Team market.

D. Once the International Player has arrived in the Team's market, Team must submit the International Player's Arrival and Eligibility Notice Form (Exhibit AA) to the League to confirm International Player's arrival. Until such notice is provided to the League, Players are not eligible to be included on a Team's Game Day Roster. Failure to provide notice of an International Player's arrival in the Team's market may result in sanctions imposed by the League.

C. PRESEASON ROSTER

- 1. During Preseason, on the corresponding dates outlined in the Competition Calendar (Exhibit B), Teams must submit a Preseason Roster list of up to forty (40) Players, and then cut down thirty-two (32) Players, and finally cut down to 22-26 Players.
- 2. Players listed on the Preseason Roster that are not signed to an SPA shall be considered a Trialist or Amateur and must execute an NWSL Training or Tryout Liability Waiver in addition to a Trialist Agreement Form or Amateur Agreement Form, as applicable (Exhibits W and X). Trialists or Amateurs must follow the corresponding rules outlined in Section II.E-F., respectively.
- 3. The Preseason Roster must be:
 - a. resubmitted weekly and/or as changes occur; and
 - b. denote all participants in camp, including entry and exit dates; and
 - c. must be on the League-provided form (Preseason Roster Form Exhibit Z).

4. Participation in Preseason Practice or Exhibition Games

a. A Player, Trialist or Amateur must be on an official NWSL Preseason Roster to participate in Preseason Practice Games or Preseason Exhibition Games.

D. PRACTICE AND EXHIBITION GAMES DURING THE REGULAR SEASON

1. Teams may hold Practice Games and Exhibition Games during the Regular Season with prior notice to and approval from the League (See Operations Manual). A Practice Game or Exhibition Game Roster must be submitted at least fourteen (14) days in advance to the NWSL League Operations Department for approval (Exhibit P) and may not exceed a maximum of twenty-six (26) players.

2. Amateurs and Trialists in Practice & Exhibition Games

- a. All Amateurs, and Trialists must execute a Training or Tryout Liability Waiver (Exhibit N) and applicable Acknowledgement Form in advance of competing. If the Amateur or Trialist is under the age of eighteen (18), their parent or legal guardian must also execute the applicable documents.
- b. Teams will be permitted to utilize Amateurs and Trialists in Practice Games that take place during the Regular Season.
- c. Teams will be permitted to utilize Amateurs in Exhibition Games during the Regular Season, including Unofficial Tournaments, but not Official Tournaments. An Amateur may only occupy a Game Day Roster spot for a game described in this paragraph when competition

rules permit additional players beyond the minimum that must be made up of Senior Roster Players only.

d. **NWSL Medical Protocols**

- i. All Amateurs and Trialists involved in a Practice Game or Exhibition Game must follow NWSL Medical Protocols.
- ii. Trialists and Amateurs training with a Team for more than seven (7) days must complete a Pre-Competition Medical Assessment (PCMA) (See Medical Manual).

Section II – Player Status & Contract Regulations

A. PLAYER STATUS

- Standard (Section II.G.)
- Short Term Contracts
 - Roster Relief Contracts NTRPs, Injury/Maternity/Mental Health Replacement Players, Goalkeeper Replacement Players
 - Salary Cap Exempt Contracts
- Trialist
- Amateur

B. SHORT TERM CONTRACTS

- 1. A Team may sign a Player to a Short-Term Contract for the following reasons:
 - a. Roster Relief Contract provides Roster relief where a rostered Player is unable to render playing services due to:
 - i. Player being placed on the 45-Day Injury/Illness List;
 - ii. Player being placed on the Season-Ending Injury/Illness List;
 - iii. Goalkeeper Injury to maintain a roster of no less than two (2) goalkeepers;
 - iv. Player taking maternity or parental leave pursuant to Section II.C.5.i.;
 - v. Player taking a leave of absence due to mental health;
 - vi. Player being called up to national team duty.
 - b. Salary Cap Exempt Contracts up to four (4) Players whose compensation does not count against the Team Salary Cap.
- 2. Short Term Contracts are Guaranteed for the duration of the SPA.

C. ROSTER RELIEF CONTRACTS

- 1. Roster Relief Contracts are intended to be aligned with the length of the replaced Player's absence, with a minimum duration of one (1) month and a maximum duration through the end of the calendar year. SPAs for Players on Roster Relief Contracts may end prior to December 31 of the calendar year in which the Player is signed.
- 2. If the replaced Player returns to the Team prior to the expiration of the Roster Relief Contract, the Team shall not be obligated to use a Roster spot for the Player on a Roster Relief Contract. The Team may either, (i) list the replacement player as 'unavailable', or (ii) allow the replaced Player to remain on the Roster for the remainder of the term of the Roster Relief Contract if the Team has a Roster spot available.
 - a. If the Roster Relief Player remains on the Team's Roster at the same time as the returned Player, the Player's Roster Relief Contract would begin to hit the Salary Cap at the prorated daily rate for the number of days the Player remains on the Team's Roster.
 - i. If upon expiration of the Roster Relief Contract the replaced Player is still unable to return to the Team's roster, the Team may re-sign the Player to another Roster Relief Contract.

3. Roster Relief Contracts – Goalkeeper Replacement Player

a. Minimum Requirement of Goalkeepers on Roster

i. Teams are required to carry a minimum of two (2) goalkeepers on their Rosters throughout the League Season.

b. Injured Goalkeeper and Availability

- i. In the case of an injured goalkeeper, or if a Team has less than two (2) available goalkeepers, the Team must add a goalkeeper to its Roster until the injured goalkeeper is back to full participation with the Team. If the goalkeeper is an International Player, the Team may replace such goalkeeper with an International Player.
- ii. Injured goalkeepers may be placed on the 45-Day IL or SEI List if applicable to receive the replacement benefits of those Sections above.
- iii. However, if a goalkeeper is not placed on the 45-Day IL or SEI List, then the goalkeeper may still be replaced with a minimum Salary goalkeeper on a Roster Relief Contract who shall not count against the Team's Salary Cap.

4. Roster Relief Contracts - National Team Replacement Players (NTRP)

a. If rostered Players are called up for national team duty, a Team may add National Team Replacement Players through a Roster Relief Contracts to meet the required 18-20 Player Game Day Roster minimum, up to the maximum number of Players a Team is losing due to National Team duty.

b. National Team Replacement Player Salary

i. The National Team Replacement Player's Salary shall be the League Minimum Salary and will not count against the Team's Salary Cap unless the National Team Replacement Player remains rostered after the return of the Player called up to National Team Duty.

c. National Team Replacement Player Signing Process

- i. A PAF (Exhibit U) must be submitted, and the National Team Replacement Player will sign a Roster Relief Contract. The Player must be eligible to be registered as a professional player with USSF.
- ii. For each national team call-up, each Team will need to submit PAFs for National Team Replacement Players no less than three (3) days prior to the replacement Player's participation in League-sanctioned competition with the Team.
- ii. The Player must be a Domestic Player.

- iii. The Player must complete an entrance physical and pass an exit physical.
- iv. The Player may be signed for the full period of time the national team Player is unavailable. The termination date should reflect the estimated date that the national team Player is no longer with their respective national team and can return to play.
 - A. In the case of an inbound Loan NTRP ("Inbound Loan NTRP"), the length of the Loan must meet FIFA requirements.
 - B. FIFA requires a minimum Loan length equal to the duration between the Primary and Secondary Transfer Windows, and the Player must remain under contract for the entire Loan period. For 2025, NWSL's minimum loan length is 99 days.
 - C. In addition, for a Loan to qualify as an Inbound Loan NTRP, the Loan length must not exceed the maximum potential duration that a National Tam Player would be unavailable. Any Loan that is not recalled by their parent Club upon the National Team Player's return to market, will be treated as a traditional Loan and will not receive Roster or Salary Cap relief.
 - D. If a Team cannot accommodate the possibility of an Inbound Loan NTRP filling a Senior Roster slot, the League will not approve an Inbound Loan NTRP.
 - E. If a Team wishes to keep a National Team Replacement Player on its Roster following the end of their Roster Relief Contract, the Team must sign the Player to a standard SPA or Salary Cap Exempt Contract.
 - In the case of an Inbound Loan NTRP, this requirement does not apply. The Inbound Loan NTRP will have an end date to the Loan agreement and any subsequent signing of the Player past the Loan length must comply with all Transfer rules.
- v. No Loan fee may be paid for an Inbound Loan NTRP, unless the Loan involves an inbound Player from the USL. In the case of an Inbound USL Loan NTRP, the Team may pay a Loan fee as a reimbursement for Player's Salary to USL (for full rules surrounding USL Loans, please see Section IV.G.).

5. Roster Relief Contracts - Injury Replacement Player

- a. If a Player is approved to be placed on the 45-Day or SEI Injury/Illness List, a Team may add an Injury Replacement Player.
- b. A PAF (Exhibit U) must be submitted, and Injury Replacement Players will sign an SPA. They must be eligible to be registered as a professional player with USSF.
- c. Roster Relief Contracts for Injury Replacement Players count against a Team's Salary Cap for the duration of time the Injury Replacement Player is on a Team's Roster.

- d. The Player may be signed for the full period of time the injured Player is unavailable. The termination date should reflect the estimated date that the injured Player can return to full activity and participation.
 - i. In the case of an inbound Loan Injury Replacement Player ("Inbound Loan IRP"), the length of the Loan must meet FIFA requirements.
 - ii. FIFA requires a minimum Loan length equal to the duration between Primary and Secondary Transfer Windows and the Player must remain under contract for the entire Loan period. For 2025, NWSL's minimum loan length is 99 days.
 - iii. In addition, for a Loan to qualify as an Inbound Loan IRP, the Loan length must not exceed the maximum potential period that an injured Player would be unavailable. Any Loan that is not recalled by their parent Club upon the injured Player's return, will be treated as a traditional Loan and will not receive Roster or Salary Cap relief.
 - iv. If a Team cannot accommodate the possibility of an Inbound Loan IRP filling a Senior Roster slot, the League will not approve an Inbound Loan IRP.
- e. If a Team wishes to keep an Injury Replacement Player on its Roster following the end of their Roster Relief Contract, the Team must sign the Player to a SPA or Salary Cap Exempt Contract.
 - i. In the case of an Inbound Loan IRP, this requirement does not apply. The Inbound Loan IRP will have an end date to the Loan agreement and any subsequent signing of the Player past the Loan length must comply with all Transfer rules.
 - ii. No Loan fee may be paid for an Inbound Loan IRP, unless the Loan involves an inbound Player from the USL. In the case of an inbound USL Loan IRP, the Team may pay a Loan fee as a reimbursement for Player's Salary to USL (for full rules surrounding USL Loans, please see Section IV.G.).
- f. Injury Replacement Players must be signed prior to the Roster Freeze date. However, Injury Replacement Players may be permitted to be signed after the Roster Freeze date when Roster limits are a consideration, and in exceptional circumstances, as determined by the League. Any Player coming off the 45-Day or SEI Injury/Illness List following the Roster Freeze date may be added to the Roster, but Teams must comply with the relevant Roster limits.

g. 45-Day Injury/Illness List

i. Team CMO/Team Physician Assessment

A. To certify a Player for the 45-Day Injury/Illness List (45-Day IL), the Team CMO/Team physician must perform an in-person injury assessment of the Player. If a Team CMO/Team physician is unable to diagnose the Player in person, the Team CMO/Team physician may consult with another physician consultant who can perform an in-person assessment. In this case, the Team CMO/ Team physician must conduct a telephone/video interview with the Player and review

all applicable medical records prior to submitting a letter to the League certifying they are to be placed on the 45-Day IL.

ii. Team CMO/Team Physician Letter to League

- A. To place a Player on the 45-Day IL, the Team must submit the Injury/Illness Request Form (Exhibit G) and provide the League with a letter from their Team CMO/Team physician certifying the Player's injury and/or illness will prevent them from participating for a minimum of forty-five (45) days. In the letter, the Team CMO/Team physician must note the "date of injury/illness" (DOI) and a Player may be listed retroactively on the 45-Day IL to the DOI.
- B. It is the Team's responsibility to obtain a letter from their Team CMO/Team physician and submit it to the League, along with the Injury/Illness List Request Form (Exhibit G), in order for a Player to be placed on the 45-Day IL.
- iii. Where the League determines (based on certification from the Team's CMO/Team physician) that a Player has sustained an injury/illness that will prohibit the Player from participating for at least forty-five (45) days, but not the entire length of the League Season, the Player may be placed on the 45-Day IL.

iv. In-Season Requirement and Length

- A. A Player may only be on the 45-Day IL during the League Season.
- B. A Player on the 45-Day IL will not be permitted to join the active Roster prior to the end of the 45-day period. A Player who has not been cleared for full activity and participation by the Team CMO/Team physician may remain on the 45-Day IL longer than forty-five (45) days.

v. Salary Cap and Roster Relief

- A. A Team will be provided Roster relief for a Player on the 45-Day IL and will be able to sign an Injury Replacement Player. If the Player suffering the Season Ending Injury/Illness is an International Player, the Team may replace such Player with an International Player.
- B. A Team will not receive Salary Cap relief for the Player on 45-Day IL, and any new Injury Replacement Player signed to replace the injured Player must also fit within a Team's Salary Cap.

vi. Unexpected Recovery from 45-Day Injury/Illness List

A. In the event a Player who has sustained a Team CMO/Team physician-certified 45-day Injury/Illness recovers earlier than anticipated, they will not be permitted to join the active Roster prior to the end of the 45-day period.

vii. Recovery from 45-Day Injury/Illness List

- A. It is the Team's responsibility to obtain a letter from their Team CMO/Team physician and submit it to the League, along with the Season Ending Injury/Illness 45-Day Injury/Illness List Request Form (Exhibit G) indicating the date a Player is cleared for full activity and participation, regardless of the time of year.
- B. Once the League confirms that the Player has been removed from the 45-Day Injury/Illness List, the Player will be returned to the Team's Senior Roster. The Injury Replacement Player who had previously replaced the injured Player will either be (i) listed as 'unavailable'; or, (ii) remain on the Roster for the remainder of the term of the Roster Relief Contract if the Team has a Roster and Salary Cap availability.

h. Season-Ending Injury/Illness List

i. Team CMO/Team Physician In-Person Injury Assessment

A. To certify a Player for the Season-Ending Injury/Illness List (SEI List), the Team CMO/Team physician must perform an in-person injury assessment of the Player. If a Team/CMO Team physician is unable to diagnose the Player in person, the Team CMO/Team physician may consult with another physician consultant who can perform an in-person assessment. In this case, the Team CMO/Team physician must then conduct a telephone/video interview with the Player and review all applicable medical records prior to writing a letter to the League certifying that the Player be placed on the SEI List.

ii. Team CMO/Team Physician Letter to League

A. To place a Player on the SEI List, the Team must submit the Injury/Illness Request Form and must provide the League with a letter from their Team CMO/Team physician certifying the Player's injury and/or illness will prevent them from participating for the remainder of the Regular and Post-Season (SEI List). In the letter, the Team CMO/Team physician must note severity of the injury, the projected length of recovery and the DOI. It is the Team's responsibility to obtain the letter from their Team CMO/Team physician and submit it to the League along with the Season Ending Injury/Illness – 45-Day Injury/Illness List Request Form (Exhibit G) for a Player to be placed on the SEI List. A Player may be listed on the SEI List retroactively to the DOI. When approving adding a Player to the SEI List, NWSL will take into consideration the severity of the injury as well as the time of year the injury occurs.

iii. In-Season Requirement

A. A Player may only be initially placed on the SEI List during the League Season.

iv. Salary Cap and Roster Relief

- A. In the event of such a determination, the injured Player shall not be eligible to play for the Team again during the then current League Season, except as detailed below, and the League will provide the Team Roster relief and base Salary Cap relief for the Player, and the Team will be able to sign an Injury Replacement Player. Teams will receive base Salary Cap relief for each day the injured Player is on the SEI List, up to the full amount of the Player's base Salary. If the Player suffering the Season Ending Injury/Illness is an International Player, the Team may replace such Player with an International Player.
- B. A Player on the SEI List at the conclusion of the League Season may remain on the SEI List into the next League Season and continue to accrue base Salary Cap relief and Roster relief.
- C. The Player ceases to accrue base Salary Cap relief and Roster relief when they are cleared for full activity and participation by the Team CMO/Team physician.

v. Season Ending Injury/Illness List Replacement Players & Roster Freeze Date

A. In general, Injury Replacement Players must be signed prior to the Roster Freeze date. However, Injury Replacement Players may be permitted to be signed after the Roster Freeze date when Roster Limits are a consideration, and in exceptional circumstances, as determined by the League. If a Team wishes to keep an Injury Replacement Player on its Roster following the return of an injured Player (and at the end of the term of the Player's Roster Relief Contract), the Team must notify the League in writing and sign the Player to either a Standard Player Agreement or Salary Cap Exempt Contract. Such Player must meet Roster compliance requirements. Any Player coming off the SEI List following the Roster Freeze date may be added to the Roster, but Teams must comply with the relevant Roster limits.

vi. Unexpected Recovery from Season Ending Injuries

- A. In the event a Player who has sustained a Team CMO/Team physician-certified SEI recovers prior to the end of the League Season, they will only be permitted to join the active Roster through the remainder of the League Season so long as the Team did not previously accept either Roster or Salary Cap relief for the Player.
- B. A maximum of two (2) Players may unexpectedly recover from the Season Ending Injury List during the League Season in which they went on the SEI List.

vii. Clearance by Team/CMO Team Physician

- A. In order to join the active Roster, Player must be cleared by the Team CMO/Team physician for full activity and participation (even if after the Roster Freeze date).
 - 1. Full participation means the ability to play in a League game.

- 2. Once the Player has been medically cleared to return to training, the Player, in collaboration with the Team's medical and performance staff, must work to regain match fitness.
- 3. If at the end of thirty (30) days working to regain match fitness, the Player is not ready to return to full participation, the Team medical and performance staff must provide a letter to the League stating why the Player is not cleared for full participation.
- B. It is the Team's responsibility to obtain a letter from the Team CMO/Team physician and submit it to the League, along with the Season Ending Injury/Illness 45-Day Injury/Illness List Request Form (Exhibit G) indicating the date a Player is cleared for full participation, regardless of the time of year.
- C. If the Player was added to the SEI List in the current League Season, they may only be removed from the SEI List as applicable in Section II.C.5.h.vi.
- D. If the Player was added to the SEI List in the prior League Season, they may be removed from the SEI List at any time, subject to Roster compliance rules. Salary Cap relief will cease as of the date indicated by the Physician's clearance.

i. Maternity List

- i. To certify a Player for the Maternity List, the Team must submit a letter to the League certifying that the Player is unable to participate in soccer activities due to the Player's pregnancy, and that letter must come from the Team's physician or the Player's personal doctor (i.e., the Player's OB/GYN). The letter must clearly note the date from which the Player was deemed not physically able to safely perform their duties under the SPA.
- ii. Where the League confirms (based on the certification letter from either the Team's physician or the Player's doctor) that a Player's pregnancy will prohibit the Player from participating, they may be placed on the Maternity List.
- iii. A Player may only be initially placed on the Maternity List during the League Season.

iv. Roster and Salary Cap Relief for Maternity List

- A. In the event of such a determination, the League will provide the Team Roster relief and base Salary Cap relief for the pregnant Player up to the full amount of the Player's Salary. Teams will be able to sign a Maternity List Replacement Player, and the Maternity List Replacement Player's Salary will count against the Team's Salary Cap. If the pregnant Player is an International Player, the Team may replace such Player with an International Player.
- B. The pregnant Player ceases to accrue Roster relief and base Salary Cap relief when they are cleared for participation by the Team physician.

v. Return from Maternity List

- A. A Player on the Maternity List may return to the Team's Roster at any time during the calendar year upon clearance to return to full participation by the Team's physician or Player's personal doctor (i.e., the Player's OB/GYN).
- B. Upon their return, Teams are required to reintegrate the Player into soccer activity and provide the Player with ongoing post-partum and medical support.

D. SALARY CAP EXEMPT CONTRACTS

- 1. The minimum Salary Cap Exempt Contract duration is two (2) months, and the maximum duration is through the end of the calendar year. SPAs for Players on Salary Cap Exempt Contracts may end prior to December 31 of the calendar year in which the Player is signed.
- 2. These contracts must be League Minimum Salary, and the only bonuses the Players are eligible for are the League-provided Post-Season Bonuses and certain One-Time Bonuses to increase their annual compensation to an amount equivalent to the full League Minimum Salary if signed to an SPA with a Commencement Date beginning January 1, 2025 through Roster Compliance (See Section III.D.7.e.ii.).
- 3. Salary Cap Exempt Contracts are permitted to have Agent fees calculated that do not count against the Salary Cap. Such Agent fees may not be more than 10% of the Player's Salary.
- 4. Players signed to a Salary Cap Exempt Contract are subject to the same rules that govern Senior Roster Players, unless specifically noted. Except for Salary, Salary Cap Exempt Players are afforded the same opportunities and other benefits as Senior Roster Players—including being eligible for selection in all NWSL matches.
- 5. Teams may sign an International Player to a Salary Cap Exempt Contract, however, Salary Cap Exempt Contracts are not conditional upon International Player receiving their visa in a specific timeline. Teams assume the risk that an International Player may not be Game Day Roster available for a portion of the term of the Salary Cap Exempt Contract while the Player awaits their visa.

E. TRIALISTS

- 1. At any point during the League Season, Trialists are required to execute:
 - a. An NWSL Liability Waiver (Exhibit N); and
 - b. An NWSL Trialist Agreement (Exhibit W); and
 - c. If training with Team for more than seven (7) days, an NWSL Pre-Competition Medical Assessment ("PCMA").
- 2. The maximum trial duration for a Trialist who is twenty-one (21) years of age and under shall be fifty-six (56) days, consecutive or non-consecutive, per Team in any one League Season.

- 3. The maximum trial duration for any Trialist who is over twenty-one (21) years of age shall be twenty-one (21) days, consecutive or non-consecutive, per Team in any one League Season.
- 4. Maximum trial durations may be extended with consent of the NWSLPA.
- 5. For the duration of a trial, Trialists may participate in any Preseason Game or Practice Games only.

6. Required Benefits to Trialists

- a. A Team must provide the following to a Trialist:
 - i. Housing or a stipend equivalent to the average cost of a standard hotel room within the twenty (20) mile radius of the Team's training facility. The housing may be at either an approved extended stay hotel, or the approved visiting team hotel, or an apartment that complies with the housing requirements outlined in Section III.F.3.a.i.
 - A. If a Trialist resides within a twenty (20) mile radius of the Team's training facility, then the Team is not required to provide housing or a housing stipend to the Player.
 - ii. Team-provided shared automobile or mileage reimbursement at the IRS mileage rate when using a personal automobile for NWSL-related travel; and
 - iii. Meals and/or per diem equivalent to the amounts provided to Players; and
 - iv. The Team shall cover the cost of any necessary medical treatment for injuries sustained while performing activities within the trial.
 - v. A Team may provide reasonable relocation expenses into and out of market to a Trialist.

F. AMATEURS

- 1. Amateurs are not included in Team Roster size calculations, but may participate in Preseason Games; and Unofficial Tournaments only, provided Gameday Rosters are expanded to maintain same number of Players.
- 2. No more than three (3) Amateur Players may train with any one NWSL Team at any given time.
- 3. At any point during the League Season, Amateurs are required to execute:
 - a. An NWSL U18 Trialist Liability Waiver (Exhibit O); and
 - b. An NWSL Amateur Agreement Form (Exhibit X); and
 - c. If training with Team for more than seven (7) days, an NWSL PCMA.

4. Required Benefits to Amateurs

- a. Teams must cover necessary expenses in same manner as Trialist to the extent permitted by NCAA rules.
- 5. Teams who utilize Amateur Players shall submit to NWSL an Amateur PAF (Exhibit CC). Amateurs will be required to sign agreements that confirm in writing with the Team: (i) their status as an Amateur Player; (ii) the estimated length of time the Team intends to utilize the Amateur Player; and, (iii) a description of what necessary costs and expenses the Team will cover and/or benefits the Team shall provide to the Amateur Player.
- 6. Amateur Players shall not be included in any Roster size calculations.
- 7. Teams must cover necessary expenses for Amateur Players in the same manner as for Trialists to the extent permitted by NCAA Rules.
- 8. During a League Season, an NWSL Team may allow not more than three (3) Amateur Players to train with any one NWSL Team at any given time.
- 9. Amateur Player(s) may participate in any Pre-Season Games and/or Practice Games/scrimmages without limitation.
- 10. Amateur Player(s) may participate in Exhibition Games (including Unofficial Tournaments), but not Official Tournaments.
 - a. Amateur Player(s) may only participate in Unofficial Tournaments so long as such Amateur Player(s) does not occupy a Roster spot on the day of the game (e.g., if the day-of game roster is eighteen (18) Players, NWSL could expand the day-of game roster to eighteen (18) Players plus two (2) Amateur Players).
 - b. Amateurs may not otherwise compete in NWSL games.
- 11. Should an NWSL Team create, maintain, or partner with a reserve team or lower division team, the NWSL and NWSLPA shall meet to bargain over whether players from the reserve teams or lower division teams may be Loaned or "called-up" to train and/or play with an NWSL Team or NWSL Players may be loaned or "called down" to/from NWSL Teams and reserve teams/lower division teams, as well as the terms by which such Loans may occur, if applicable.

G. STANDARD PLAYER CONTRACT TERMS/ BENEFITS

1. Contract Categories

- a. All NWSL Player SPAs shall be categorized as "Guaranteed."
- b. If any previously agreed to Semi-Guaranteed SPA is extended in a manner otherwise consistent with this Manual into the 2025 League Season or beyond, such SPA shall become Guaranteed during the 2025 League Season and any subsequent League Season.

2. Standard Player Agreement (SPA)

a. Term and Duration of a Standard Player SPA

- i. The maximum term of an SPA for Players(s) eighteen (18) years of age and older is five (5) years, including any Options. The maximum term of an SPA for Player(s) under the age of eighteen (18) at the time they enter into an SPA is three (3) years, including any Options.
- ii. With the exception of inbound Loans to the League, Salary Cap Exempt Contracts, and Roster Relief Contracts, the term of an SPA may end no earlier than December 31 of the calendar year in which the Player is signed.

b. Options

- i. Options in SPAs may be unilateral Options or mutual Options, as negotiated between the Team and Player. Unilateral Options may either be League-initiated at the direction of the Team or Player-initiated.
- ii. Options in SPAs may be longer than one (1) year, but must follow the following parameters:
 - A. For Players age eighteen (18) and older at the time they enter into an SPA, the total SPA term length including Option year(s) may not exceed the five (5) year maximum. For Players under the age of eighteen (18), the total SPA term length including Option year(s) may not exceed the three (3) year maximum;
 - B. Option year(s) may not exceed the length of the Guaranteed Contract (e.g., 2+2 or 2+1+1 are equally acceptable; 2+3 or 2+1+1+1 are equally not acceptable);
 - C. Option year(s) compensation must increase year over year;
 - D. Multiple Option year(s) must match in mutual or specific unilateral category (e.g., in a 2+1+1, both Option year(s) must be either mutual, or League-initiated unilateral at the direction of the Team or Player-initiated unilateral).

c. Exercising an Option

i. If NWSL at the direction of the Team desires to exercise a League initiated unilateral Option or a mutual Option, NWSL shall send written notice to the Player of such desire per the terms of the relevant SPA. If such notice is sent for a League-initiated unilateral Option, the term of the Agreement shall be extended based on the terms contained in the SPA. If such notice is sent for a mutual Option and the Player consents to such mutual Option, then the term of the Agreement shall be extended based on the terms contained in the SPA. If the Player does not consent to the mutual Option, then the SPA shall expire at the end of the current term.

A. If NWSL exercises a mutual Option at the direction of the Team, the mutual Option may be rescinded at any time if the Player has not yet executed the mutual Option. Clubs have no obligation to keep a mutual Option open for a specific length of time to allow a Player to accept.

d. Not Exercising an Option

i. Players who do not have their Option exercised, who do not consent to their mutual Option, or whose SPA will naturally expire will be eligible to negotiate a new SPA with any Team as an unrestricted Free Agent beginning six (6) months prior to the termination date of their current SPA. The Team to which the Player's Rights were most recently assigned will be responsible for the Player's compensation and benefits as stated in the Player's SPA (including but not limited to housing and automobile) through the end of the current year.

e. Offering an SPA

i. An SPA offered to a Player expires and will no longer be valid after thirty (30) days if it is neither executed nor expressly rejected in writing.

Section III – Salary Cap Regulations & Player Compensation

A. DISCLOSURE

- 1. Teams, Team Related Entities, or third parties at the direction of the Team may not provide any compensation to Players outside of their SPA other than payment for Additional Work as set forth in this Manual. Any payment made to a Player must be reported to the League and may not be made without the prior written approval by the League. All compensation (Salary, bonuses and Additional Work) paid by the Team must be paid to a Player through the League payroll process. It is the responsibility of the Team to request guidance from the League to the extent the Team is unclear of whether or not a benefit exists, and/or whether or not something is considered a benefit.
- 2. The NWSL Team Player Compensation Compliance Affidavit (Exhibit D) certifies Team owners and employees are not aware of any Team violations regarding NWSL Player compensation rules.
- 3. The NWSL Team Controlling Owner, Team Governor and Alternate Governor, Team President / Chief Business Officer, CFO / Finance Manager, Chief Soccer Officer / General Manager, Assistant General Manager, Head Coach are required to sign the affidavit annually. (Note: Additional employees may be added in League's discretion depending on the Team's organizational structure).

B. EXCLUSIVE COMPENSATION

- 1. Per the SPA, Players shall not be entitled to receive any payments or other benefits from any Team or any Team Related Entity, whether directly or indirectly, except those provided in the SPA, or as otherwise expressly approved in writing by the NWSL.
- 2. Teams must disclose all compensation offered and/or committed to a Player or to a Player's representative, including without limitation the below. All payments to a Player or Player Agent must be paid by the NWSL via the payroll process (except for payments made directly by a player's direct sponsor by way of terms negotiated separately between a Player and sponsor contained in a separate agreement that must be reported to the League).
 - a. Any direct compensation paid to a Player by the Team (See Section III for rules relating to Player's Salaries, bonuses, and Exhibit V for the NWSL Bonus Bank).
 - b. Any marketing agreement between a Player and the Team.
 - c. Any agreement with or any payment made to a Player Agent or agency that represents Players for any services (e.g., Agent, intermediary, scouting, technical support, etc.).
 - d. Any endorsement agreement between a sponsor and a Player if such endorsement agreement resulted from a Team arranging, brokering or introducing a Player and sponsor or if a Team sponsorship payment was directed to be paid to a Player(s).
 - e. Any compensation paid by a Club to a Player including Clubs affiliated with NWSL Teams (See Related Party Transactions rules in Section III.E.).
 - f. Any Transfer fees or Loan fees paid to Teams, Clubs or Player Agents.

- g. Any payment made to a Player's family member or other close connection to a Player.
- 3. Should a Team find it beneficial to utilize the services of a Player outside of any such Player's services to the League and/or Team as a professional soccer player under the terms of the Player's SPA (such additional services referred to as "Additional Work"), the Team shall be permitted to do so at a fair market value rate, after receiving written League approval, and pursuant to Section III.F.1.

C. TEAM BENEFITS AS TAXABLE INCOME

1. The Salary and certain benefits provided to Players are considered taxable income, regardless of whether the money is paid directly to the Player by the League or to a third party by the Team (e.g., a landlord for rent). If paid by the Team, the Team would be considered to have made this payment as an Agent of the League. Teams are required to provide current fair market value for housing and automobiles to the League via the monthly Player payroll process.

D. TEAM SALARY CAPS

1. The 2025 Team Salary Cap is set forth in Exhibit A.

2. Calculation Of a Player's Salary Cap Charge

- a. Salary Cap charges are attributed to Players by the League by adding the Player's base Salary to any additional compensation per the schedule payable to the Player as listed in the Player's SPA, which may include but is not limited to:
 - i. Bonuses (e.g., Performance Bonus(es), Roster Bonus(es), Signing Bonus(es), One-Time Bonus(es));
 - ii. Fees (e.g., twenty-five percent (25%) of Transfer fees in excess of \$550,000 per League Season, Player Agent fees);
 - iii. Excess benefits above the amounts required by the terms of the CBA (e.g., housing stipends, dependent or childcare expense stipends, auto stipends, relocation reimbursement, per diem amounts, Player benefits, including health insurance, dental, disability, life insurance, and 401(k) employer contributions, severance pay and COBRA benefits); and,
 - iv. Excess Additional Work and/or excess permitted Team benefits costs.

3. Team Assistance Exceptions to Player's Salary Cap Charge

- a. The following required expenses and payments do not count against a Player's Salary Cap charge:
 - i. Payment for Additional Work up to \$15,000; Travel and transportation reimbursements as set forth in the CBA;

- ii. Parental and dependent care expenses up to two (2) times the IRS maximum, whether paid directly to the Player or to the service care provider / third-party;
- iii. Housing, automobile, relocation, and per diem within limits prescribed in the CBA;
- iv. Standard Player benefits provided by the League (e.g., insurance, dental, disability, life insurance, and 401(k) employer contributions); and,
- v. Trialist expenses, up to the amount prescribed.

4. Player Bonuses

- a. Achieved Performance Bonuses will be paid out in the year achieved but will count against the Team's Salary Cap for the following NWSL League Season in the amount that the Player earned in the prior League Season. For example, if during the 2024 NWSL League Season the Player earned \$10,000 in Performance Bonuses, the bonus amount charged to the Team's 2025 Salary Cap will be \$10,000. The bonus amount earned in 2024 will count against the Team's Salary Cap in 2025 regardless of whether or not the Player remains on the Team's Roster in 2025.
- b. Roster Bonuses will be paid out in the current year and will count against the Team's following year Salary Cap.
- c. Signing Bonuses and One-Time Bonuses will be paid out in the current year, and will count against the Team's current year Salary Cap.
- d. Team-provided Player bonus packets cannot exceed fifty percent (50%) of a Player's total base salary across the term of the SPA. This limit does not apply to any League-provided bonus packets. For a full list of Team- and League-provided bonus packets, please see the Bonus Bank (Exhibit V).

5. League-Provided Post-Season and Award Bonuses

- a. The League-provided Post-Season and award bonuses will not count against the Team's Salary Cap.
- b. Prize money earned for competing in an Official Tournament will not count against the Team's Salary Cap.

6. Salary Cap Tradability

a. Salary Cap cash and charges are not tradable assets and cannot be included in transactions between Teams.

7. Unique Salary Cap Situations

a. Loans

- i. A Player being Loaned out may have their NWSL Salary reduced or completely covered by the non-NWSL Club for the duration of the Loan period, but the Player's Salary under their NWSL SPA must be made whole. The Player's Team will accrue Salary Cap relief equal to and not in excess of the amount of Salary being covered by the Club for the duration of the Loan period. Other negotiated benefits that a Team agrees to provide as a part of the Loan agreement, outside of those already-provided for in the NWSL SPA, will also count against a Team's Salary Cap.
 - A. Subject to the Related Party Transaction rule (see Section III.E.).
 - B. Subject to the policies of domestic Loans between NWSL and USL Super League (see Section IV.G.).

b. Transfers

- i. The League will set a net Transfer fee threshold of \$550,000 ("Transfer Fee Threshold"). For purposes of calculating the Transfer Fee Threshold, inbound Transfer and/or Loan fees paid will be offset by the value of outbound Transfer and/or Loan fees received (e.g., if a Team pays a \$550,000 Transfer fee to acquire a player, but collects a Transfer fee of \$100,000 on an outbound Player transaction, the net Transfer fee threshold is \$450,000).
- ii. Teams may pay Transfer and/or Loan fees in excess of the Transfer Fee Threshold but will incur a Salary Cap charge at twenty-five percent (25%) of the excess amount over the Transfer Fee Threshold. For example, if a Team pays net Transfer fees of \$600,000, the Team will incur a \$12,500 Salary Cap charge (i.e., 25% of the excess \$50,000).
- iii. However, Transfer and/or Loan fees at or under the Transfer Fee Threshold will not incur any charge against a Team's Salary Cap.
- iv. When transferring a Player out of the League, the Team retains 100% of the Transfer fee and relinquishes the Player's Rights.
 - A. Transfer fees received by Teams through Intra- and Interleague Transfers, or Interleague Loans are used to calculate the Transfer Fee Threshold but may not otherwise be used to offset the Team Salary Cap. Received Transfer fee and/or Loan fee revenue is not required to be used towards Players' Salaries, Performance Bonus(es), Roster Bonus(es), Signing Bonus(es), Agent fees, excess benefits, excess permitted Team benefit costs, excess Additional Work and/or outgoing Transfer fees.

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¹ Teams can reduce or avoid a Salary Cap charge by using Allocation Money as further described in Section III.D.8. below.

- v. A Team's Transfer Fee Threshold in any given year cannot be rolled over to the following year (e.g., if a Team pays no Transfer fees in 2025, the Team cannot roll over its \$550,000 threshold to increase its 2026 Transfer Fee Threshold).
- vi. The rules in this Subsection b. shall apply to both Intraleague Transfers or Trades (i.e., cash payments to acquire Players from Teams within the NWSL), Interleague Transfers (i.e., cash payments to acquire Players from Clubs outside the NWSL) and Interleague Loans (i.e., cash payments to acquire Players on Loan from Clubs outside the NWSL).

c. Mutual Termination (Buyout)

- i. Teams will have the ability to buy out one (1) SPA per League Season with no impact to their Salary Cap from the point of the Buyout.
- ii. Teams may buy out additional SPA(s) but the full amount of the Buyout will count against the Team's Salary Cap.
- iii. The Buyout regulations in this Section c. apply to both SPAs and Salary Cap Exempt Contracts.

d. Replacement Players

i. Salaries for National Team Replacement Players and Goalkeeper Replacement Players do not count against the Team Salary Cap (see Section II.C.).

e. Salary Cap Exempt Contracts

- i. Each Team may sign a maximum of four (4) Players whose compensation does not count against the Team Salary Cap. These Players may only be signed to Minimum Salary contracts without Performance Bonus(es), Roster Bonus(es), One-Time Bonus(es) or Signing Bonus(es).
- ii. If a Player on a Salary Cap Exempt Contract is signed with a commencement date beginning after January 1, 2025 but before Roster Compliance, the Player may receive a One-Time Bonus to increase their annual compensation to an amount equivalent to the full League Minimum Salary (that is, their Salary is not required to be pro-rata for the year). However, if the Team signing the Player already had four (4) Players signed to Salary Cap Exempt Contracts during the period of time in which the Team is seeking to enhance the Salary Cap Exempt Contract Player's compensation through a One-Time Bonus, then the Team is not eligible to provide a such bonus to that Player.
 - A. For example, if Team A has four (4) players signed to Salary Cap Exempt Contracts beginning January 1, 2025 and ending February 28, 2025, and the Team signs a new Player to a Salary Cap Exempt Contract beginning March 1, 2025, the Team may not provide a One-Time Bonus to that new Player because prior to their SPA's Commencement Date, all four (4) of the Team's allotted Salary Cap Exempt Contracts were filled.

iii. Players under a Salary Cap Exempt Contract are entitled to all other provisions of the CBA and the same League-provided bonuses provided to all eligible Players.

f. Salary Cap Relief - Season-Ending Injury/Illness List, Maternity List, Mental Health Leave of Absence, & Trades

- i. A Team may receive base compensation Salary Cap relief for Players on the Season-Ending Injury/Illness List, so long as the Player does not return from the Season-Ending Injury/Illness List (See Section II.C.5.h. regarding the Season-Ending Injury/Illness List) in the same League Season. However, any SEI List Replacement Player signed by a Team to replace an injured Player must fit within a Team's Salary Cap in order to be added to its Roster.
- ii. A Team may receive base compensation Salary Cap relief for Players on the Maternity List & Mental Health Leave of Absence. However, any Replacement Player signed by a Team to replace a Player must fit within a Team's Salary Cap in order to be added to its Roster.

g. Agent Fees

- i. A Team may also receive Salary Cap relief for a Player's Agent fee at the daily rate for the duration of time the Player is on the Season-Ending Injury/Illness List or Maternity List. However, a Team may only receive Salary Cap relief for the Agent fee during the calendar year Player is initially placed on the Season-Ending Injury/Illness or Maternity List. Such relief does not roll over to the next calendar year, even if the Player remains on the Season-Ending Injury/Illness or Maternity List in the new year.
- ii. The League has sole discretion to award Salary Cap relief for Agent fees resulting from a Player's status on the Season-Ending Injury/Illness or Maternity List, and such determination shall be made on a case-by-case basis in the case of an extreme circumstance.
- iii. If a Player is traded, the Agent fee for that calendar year hits the Salary Caps of the Teams involved in the Trade at the daily rate for the number of days the Player is on each Team's Roster.

8. ALLOCATION MONEY

a. Phase Out Process

- i. Teams are no longer able to purchase Allocation Money as of December 31, 2023.
- ii. Allocation Money that has been funded and rolled over from prior years, must be spent or withdrawn by December 31, 2026.
- iii. Allocation Money that has already been funded (e.g., via Trade or prior year rollover) will automatically rollover each year until December 31, 2026.

- A. Any unused Allocation Money not spent or withdrawn by December 31, 2026, will be forfeited back to Teams, and Teams will no longer be able to use the funds for any Salary Cap and/or Transfer/Loan purpose.
- b. Allocation Money that is funded and rolled over during this phase out period will be tracked and treated pursuant to the 2023 rules governing Allocation Money (as detailed below).

c. 2023 Rules Governing Allocation Money (in effect until December 31, 2026)

i. Allocation Money Uses

A. Allocation Money can (subject to the various rules and restrictions described herein) be redeemed by Teams to: (1) Reduce the Salary Cap charge of Players' Salaries; (2) Pay a Transfer fee or Loan fee when acquiring a Player who is currently under contract outside the NWSL; (3) Buy down a Player's Transfer fee to prevent or reduce the charge to a Team's Salary Cap where the Transfer fee exceeds the Transfer Fee Threshold (see Section III.D.8.c.viii. below) or, (4) trade to another Team.

ii. Allocation Money in Trade

A. Allocation Money is a tradable asset and may be included in transactions between Teams.

iii. Allocation Money Carry Over

A. Allocation Money that has been deposited or received in a transaction automatically carries over from one calendar year to the next. However, any Allocation Money not used by December 31, 2026, will not roll over to the following year and will instead be forfeited back to the Teams.

iv. Funds Held by League

A. Team-deposited Allocation Money will be held by the League. The League will act as a "bank" (however, no interest will be paid by the League), tracking the Allocation Money of each Team, adding or deducting from a Teams' Allocation Money based on its use or acquisition of Allocation Money.

v. Allocation Money with Future Conditions

A. If a Team commits Allocation Money in a Trade that involves future conditions, then the Team must hold the committed Allocation Money until the conditions of the Trade are realized or become unattainable.² All Trades involving future

² Example: Team A owes Team B \$10,000 in Allocation Money for each Regular Season in which Player A scores a minimum of 10 goals. Team A may only use \$590,000 of its \$600,000 in Allocation Money because it must hold \$10,000 in case the conditions are met. When the Regular Season is complete or once the condition becomes unattainable, Team A may use or carry over the \$10,000 if Player A scored fewer than 10 goals.

conditions must be structured in a way where the future condition(s) will vest on or prior to December 31, 2026.³

vi. Ability to Withdraw Uncommitted Allocation Money

A. Upon request to the League, Teams may "withdraw" any portion of their unused and uncommitted Allocation Money in the League's discretion. Uncommitted Allocation Money would mean Allocation Money that has not been committed as part of a conditional Player transaction (e.g., Trade, Transfer or Loan).

vii. Policies and Procedures for Allocation Money

A. Availability of Allocation Money

1. Teams must have purchased Allocation Money in order to use it in a transaction; Allocation Money tied to conditional terms in a Trade is unavailable for use in a transaction.

viii. Transfer Fees and Allocation Money

- A. Teams are not required to use Allocation Money to pay for Transfer and/or Loan fees. However, Teams may use available Allocation Money to buy down a Player's Transfer and/or Loan fee to prevent or reduce the charge to a Team's Salary Cap where the Transfer fee exceeds the Transfer Fee Threshold.⁴
- B. The rules in this Subsection viii. shall apply to both Intraleague Transfers or Trades (i.e., cash payments to acquire players from Teams within the NWSL), Interleague Transfers (i.e., cash payments to acquire players from Clubs outside the NWSL) and Interleague Loans (i.e., cash payments to acquire players on Loan from Clubs outside the NWSL).

ix. Allocation Money Carry Over and Limit

A. Teams may carry over any portion of Allocation Money, from one year to the next (concluding on December 31, 2026). There is no limit to the amount of Allocation Money a Team may acquire from other Teams.

In the latter scenario, if Team A chooses to cover the charge to the Team's Salary Cap, they would use only \$12,500 in Allocation Money.

³ Example: Team A owes Team B \$10,000 in Allocation Money for each Regular Season in which Player A scores a minimum of 10 goals. Any such agreement relating to Player A scoring 10 goals in a season must expire on or before December 31, 2026. Team A's and Team B's agreement related to Player A's goal-scoring cannot extend into 2027 or beyond.

⁴ Example: Team A agrees to pay a Transfer fee of \$600,000 to a non-NWSL Club for Player A. Team A has \$50,000 in available Allocation Money. Team A can opt to either: (1) use the full \$50,000 of Allocation Money to buy down the Transfer fee to avoid a Salary Cap charge entirely; or, (2) use a portion of the \$50,000 Allocation Money to cover the charge to the Team's Salary Cap.

E. RELATED PARTY TRANSACTIONS

- 1. For all Player Loans and Transfers between an NWSL Team and a Related Party Club, the following rules apply:
 - a. No exclusivity agreement shall exist between an NWSL Team and the Related Party Club;
 - b. All terms of any arrangements contemplated between an NWSL Team, the Related Party Club, and a Player to be loaned and/or transferred shall be fully disclosed to the League;
 - c. All terms of a Player's Loan or Transfer between an NWSL Team and the Related Party Club are subject to FIFA rules and regulations;
 - d. The number of Players loaned or transferred to or from an NWSL Team by its Related Party Club must not exceed three (3) Players at any given time during a League Season;
 - e. Notwithstanding any conflicting provisions in this Section., all Related Party Transactions are also subject to the rest of the League Rules regarding Player Transfers and Loans. In the event of a conflict, the provisions set forth in this Section E. shall prevail.

2. Salary Cap Implications

a. Inbound Loans

- i. The Loan period for all inbound Loans between an NWSL Team and its Related Party Club must be for a minimum of one (1) year.
- ii. For an inbound Loan, a Player's Salary Cap charge will be equal to the amount of compensation paid by the NWSL Club and the Related Party Club during the term of the Loan.
 - A. For example, if a Player is earning a \$2,000 Salary per month from the Related Party Club, is brought in on a Loan, and will be earning an additional \$3,000 per month from the related-NWSL Team, the Salary Cap charge to the NWSL Team for the Player will total \$5,000 per month for the duration of the Loan (i.e., \$2,000 + \$3,000 = \$5,000).

b. Inbound Transfers

i. For an inbound Transfer, a Player's Salary Cap charge will be as set forth pursuant to the regular NWSL Salary Cap charge rules.

ii. Acquisition/Transfer Fees

A. All NWSL Teams must pay a fair market value Transfer fee for the transferred Player.

- B. If it is determined, in the sole discretion of the League, that an NWSL Team is not paying a fair market value Transfer fee for the Player, the NWSL will count a prorated portion of any acquisition/Transfer fee paid by the Related Party Club for the Player in the prior three (3) years towards the Transfer Fee Threshold. To determine fair market value, the League may rely on comparable Transfer fees paid in the global market.
- C. For example, if the League determines that the Related Party NWSL Team did not pay fair market value and the Related Party Club had previously acquired the Player for a \$500,000 Transfer fee and signed the Player to a two (2) year contract, the NWSL may count up to \$250,000 towards the Transfer Fee Threshold.

c. Outbound Loans

- i. For an outbound Loan, a Player's Salary Cap charge will be equal to the full compensation paid to the Player by both the NWSL Team and the Related Party Club.
 - A. For example, if the NWSL Team pays a Player \$100,000 in Salary and subsequently Loans the Player at the end of the year to the Related Party Club, which agrees to pay the Player \$800,000 in Salary, the Player's Salary Cap charge will be \$900,000 (i.e., \$100,000 + \$800,00 = \$900,000). If the Related Party Club pays the Player an amount less than or equal to the Player's NWSL Salary, the NWSL Team may offset the Player's Salary against the Salary Cap.

d. Outbound Transfers

i. The League will evaluate all outbound Transfers. In the event that the League determines that an outbound Transfer fee is being used to manipulate the Transfer Fee Threshold, then the League may, in its discretion, determine that such outbound Transfer may not be used to offset the Transfer Fee Threshold.

F. PERMITTED PLAYER BENEFITS & ADDITIONAL WORK

1. Permitted Additional Work

a. Teams are generally permitted to hire Players to perform the following types of Additional Work: 1) Coaching in Team camps, clinics or training sessions; 2) Team administrative work;
3) Promotional Appearances on behalf of the Team; 4) Commercial Appearances; or 5) Other Additional Work with prior written approval by the League.

b. League Approval for Additional Work - Non-Appearances

- i. Teams must first complete the NWSL Additional Player Work Request Form (Exhibit Q) for the League to evaluate the request to hire the Player for Additional Work.
- ii. Each Additional Work proposal will be evaluated by the League on a case-by-case basis. One factor the League will consider is whether the Team would otherwise be hiring another person to perform the functions, if it could not hire the Player.

c. Compensation for Additional Work – Non-Appearances

- i. Compensation should reflect average compensation for similar work in the relevant market and in no event shall it be less than the applicable minimum wage. Players may only be compensated for work performed. All Additional Work arrangements which have been approved by the League must be memorialized in writing between the Team and the Player and provided to the League in the manner prescribed.
- ii. All payments to Players for Additional Work must be paid by the NWSL via the payroll process. Teams will reimburse the League for any additional compensation paid to a Player as part of the salary reconciliation. Teams shall not pay Players directly for any Additional Work.

d. Team Submittal to League Approval for Additional Work – Appearances

- i. Teams must submit all appearances completed by the Player to the League for tracking and payroll processing.
- ii. Teams are responsible for tracking and reporting Players' Additional Work and must submit necessary information to the League in the manner prescribed by the League.

e. Compensation for Appearances

- i. A Player shall be compensated for a Promotional Appearance beginning with their second Promotional Appearance at a rate of \$250 minimum per hour for the first two (2) hours (not including travel time), and \$100 per hour for each hour thereafter.
- ii. A Player shall be compensated for a Commercial Appearance at a minimum rate of \$475 per hour for the first three (3) hours (not including travel time), and \$300 per hour for each hour thereafter.
- iii. A Player shall not be compensated for any requested Content Capture Appearance that require no more than thirty (30) minutes of Player's time. Any Team or NWSL Content Capture Appearance that requires more than thirty (30) minutes of a Player's time shall be compensated pursuant to the rules of Promotional Appearances (see Subsection i. above).
- iv. Players shall participate in one (1) Game Day Content Capture Appearance per League Season at no additional compensation. Additional Game Day Content Capture Appearances requested by a Team or NWSL shall be compensated consistent with a Premiere Commercial Appearance (Subsection v. below).
 - A. For Players on Teams who advance to the post-season/playoffs, such Players shall participate in one (1) additional Game Day Content Capture Appearance for no additional compensation to create playoff content.

- B. If a Player is traded, transferred, or loaned to a new Team during the League Season, then the Player shall participate in one (1) additional Game Day Content Capture Appearance for no additional compensation to the new Team.
- v. A Player shall be compensated for a Premiere Commercial Appearance minimum rate of \$1,500 per hour for the first four (4) hours (including travel time), and \$400 per hour for each hour thereafter.
- vi. All payments to Players for Additional Work must be paid by the NWSL via the payroll process. Teams will reimburse the League for any additional compensation paid to a Player as part of the Salary reconciliation. Teams shall not pay Players directly for any Additional Work.

2. Application of Additional Work to Team's Salary Cap

a. Compensation for Additional Work of \$15,000 or less per calendar year will not count against a Team's Salary Cap. However, compensation for Additional Work that exceeds \$15,000 in a calendar year will incur a Salary Cap charge at the excess amount over the \$15,000 threshold. NWSL payments to a Player for Additional Work (e.g., League partner Commercial Appearance) shall not count against the \$15,000 threshold.

3. Permitted Team Benefits

a. Other than a Player's Salary, including any applicable bonuses, as documented in the SPA, and Additional Work, the following are permitted Team benefits:

i. Housing

- A. Housing must be provided as a part of a Players' SPA for the entire duration of the 2025 and 2026 calendar years.
- B. Team staff, including but not limited to the following list, shall not reside permanently or temporarily in any living accommodations identified and approved as Team-Provided Housing:
 - 1. General Manager
 - 2. Assistant General Manager
 - 3. Head Coach
 - 4. Assistant Coach
 - 5. Head Athletic Trainer
 - 6. Assistant Athletic Trainer
 - 7. Equipment Manager(s)
 - 8. Player Safety Officer

C. Types of Housing

1. For 2025 and 2026, Teams are required to provide housing for all Players on their Roster, either in the form of Team-provided housing or by providing the Player with a monthly housing stipend. Neither Team-provided housing nor the housing stipend will count against a Team's Salary Cap provided that it does not exceed the amount set forth in this Section. Any amount in excess of the maximum permitted housing benefit will count against the Team's Salary Cap.

2. Shared Housing

a. A maximum of three (3) Players may be housed in a single residence provided that each Player must have exclusive use of a bedroom.

3. Housing Stipend

a. Per Player housing stipends may not exceed an amount equal to a one-bedroom apartment at the rate paid by the Team for Team-provided housing. The League will prescribe the process in which Teams must report their one-bedroom housing rate.

4. Housing for Players with Child(ren)

- a. A Team may elect to provide a Player with child(ren) with a stipend equal to that of a two-bedroom unit in Team-provided housing; or
- b. A Team may elect to provide a Player with child(ren) with a two-bedroom unit within the desired school district of the Player.

ii. Automobile Requirement

A. For 2025 and 2026, automobile benefits shall be provided to Players either via a Team-provided shared automobile or a monthly automobile stipend of \$250 per month. In the event a Team provides the use of an automobile to a Player, it must do so for the entire duration of the League Season. The Team must also ensure that any drivers are 1) properly licensed, and 2) properly insured. Neither the Team-provided automobile nor the automobile stipend will count against a Team's Salary Cap provided that it does not exceed the amount set forth in this Section. Any automobile stipend amount in excess of \$250 per month will count against the Team's Salary Cap.

iii. Dependent Care Benefits

A. Dependent care benefits are per Player (not per dependent) and must be documented in the Player's SPA. All Players with Child(ren) shall receive, at the Player's election, either:

- 1. A dependent care stipend two (2) times the IRS annual maximum⁵; or,
- 2. Players shall select childcare provider(s) to travel with and provide childcare to children up to age five (5) traveling with Players, to be reimbursed at the Team's cost. Teams shall bear the reasonable costs of such childcare and travel and accommodations for Player's children up to age five (5) and the childcare provider(s), provided that the maximum number of childcare providers subsidized Team-wide by a Team is three (3).
 - a. Children under 1-year of age will travel as a lap infant, unless Player books a seat for the infant's travel at Player's own expense.
 - b. Teams shall make food available to the child and childcare provider(s) traveling with the Player on the same basis as the Players.
 - c. Childcare provider rooms will be adjacent or as close as possible to the Player's room.

B. Application of Dependent Care Benefits to Team Salary Cap

- 1. Dependent care stipends up to two (2) times the IRS annual maximum are summed and the cost split evenly amongst all Teams, collected through Player remittance.
- Dependent care benefits will not count against a Team's Salary Cap provided it does not exceed the amount set forth in Section. Any amount in excess of the maximums set forth in Subsection iii.a. above will count against the Team's Salary Cap.

C. Dependent Care Assistance Program

1. Upon hire and/or during annual open enrollment, Players will have the option to enroll in a Dependent Care Flexible Spending Account, a pre-tax benefit used to pay for eligible dependent care services, such as preschool, summer day care, before or after school programs, and child or adult daycare.

iv. Pregnancy Benefits

A. A Player who cannot render the services required in the Player's SPA as a result of the Player's pregnancy shall receive one hundred percent (100%) of their Salary. The Player shall also receive any NWSL-provided insurance for which they are enrolled in accordance with their SPA for the shorter of: (i) the duration of the Player's inability to perform services as a result of the Player's pregnancy; or (ii) the remaining term of the Player's SPA.

⁵ 2025 Maximum is \$5,000

B. For any Player who becomes a parent (including, but not limited to, births, adopts, or second parents a child) and their SPA expires during the period of their leave, the Team who previously held the contract with the Player shall invite the Player into the Team's training camp for a period of not less than thirty (30) days to afford the Player a fair opportunity to earn an SPA.

v. Nursing

- A. In both home and away markets, NWSL shall ensure that the Player's Team identifies and makes available:
 - 1. accommodations for nursing Players that provide a comfortable, safe, clean, private place that is shielded from view and free from intrusion from others (a bathroom is not an acceptable accommodation);
 - 2. access to refrigeration for breastmilk; and
 - 3. reasonable opportunities or other breaks for the purpose of pumping breast milk.

vi. Parental Leave

A. Any Player who births or adopts a child during the NWSL League Season shall be entitled to the shorter of (a) up to eight (8) weeks paid at one hundred percent (100%) of the Player's NWSL base Salary (which may be paid in part by an applicable short-term disability policy), or (b) the remaining term of the Player's SPA (which may be paid in part by an applicable short-term disability policy). Paid leave shall run concurrently with any entitlement to unpaid leave in accordance with applicable federal or state law.

vii. Flexible Spending Account

A. NWSL will offer Players the option to enroll in a Flexible Spending Account, a tax-advantaged account to allow Players to use pre-tax dollars to pay for qualified medical expenses such as copayments and deductibles, qualified prescription drugs, and medical devices, per the terms of such plan.

viii. **Immigration**

- A. As the Player's employer, the League will file and process visa applications for any Player requiring a visa to play in the League, with Player visa expenses billed back to Team finance. Teams may pay or reimburse reasonable expenses if a Player must travel for the consular appointment, but all expenses must be reported back to the League. The cost for a Team to assist the Player in securing a visa does not count against a Team's Salary Cap.
- B. Teams may process and pay the reasonable expenses for a Player's green card, including travel. The NWSL shall not be responsible for any payment or expenses

associated with securing and maintaining a Player's green card. If a Team trades a Player to another Team while the Player is actively working to secure a green card, the responsibility of which Team pays the remaining expenses and costs must be discussed and decided between the Teams and incorporated as a part of the Trade Agreement.

- C. The cost for a Team to assist a Player in securing and maintaining a green card does not count against the Team's Salary Cap but must be reported to the League. However, any immigration expense amount in excess of a Player visa or green card (e.g., visas for spouses, partners, and/or children, excess travel for consular appointments) are the sole responsibility of the Teams and will count against the Team's Salary Cap.
- D. Teams may request NWSL process visa applications for Player's spouse, partner and/or children, with expenses to be billed back to Team finance.

ix. Relocation

A. Each Team must provide relocation expenses to all Players who are newly signed and relocating to the Team's market, subject to parameters and processes listed in this Section.

B. Required Relocation Expenses

- 1. A Team must provide:
 - a. Reimbursement up to \$7,500, or a \$5,000 stipend, at the Player's option; and
 - b. Housing expenses and per diem for up to fourteen (14) days, unless Teamprovided housing is immediately available; and
 - c. A rental car for up to ten (10) days or reimbursement of reasonable transportation expenses, if the Player does not have a driver's license, unless Team-provided transportation is immediately available; and
 - d. One-way coach airfare or reimbursement at the IRS mileage rate between the Player's home and the new Team's market.

C. Relocation After a Trade

1. In the event of a Trade, it is the responsibility of the Team acquiring the Player to pay required relocation expenses as set forth in Subsection B above.

D. Annual Relocation

 Teams are not required to pay for annual relocation for Players into and out of the Team's market. If the Team chooses to pay for these annual relocation costs, then the amount of such reasonable relocation costs (e.g., coach class airfare) must be documented in the Player's SPA and will count against the Team Salary Cap.

x. Agent Fees

- 1. All payments to Player Agents must be documented in the Player's SPA and paid directly by the League to the Player Agent. These payments will count against the Team's Salary Cap and are taxable income to the Player.
- 2. Agents are instructed to invoice NWSL, and the League will pay the Agent fee on behalf of the Team. NWSL will invoice Teams through Player remittance.
- 3. Teams are not permitted to have Agents or agencies on retainer fees without prior approval from the NWSL.
- 4. Starting in 2025, Agents shall secure informed consent of all applicable parties if an Agent represents Players and the NWSL, a Team, or a Staff member of either.
- 5. Starting in 2026, Dual Representation shall not be permitted.
- 6. Despite the prohibition of Dual Representation, Agents may be compensated up to the maximum of a Dual Representation fee set forth in FIFA Regulations (i.e., currently ten percent (10%)).

Section IV – Mechanisms of Acquiring Players

A. ADDING A PLAYER TO ROSTER

- 1. A Team may add a Player to its Roster through one of the following mechanisms:
 - a. Trade or Intraleague Transfer
 - b. Free Agency
 - c. Interleague Loans and Transfers

2. Mechanism Compliance

a. For a Team to add a Player to its Roster, it must use one of the above mechanisms. Once it has been determined that a Player may be added pursuant to one of the above mechanisms, it must then be determined if the Player's addition would be within the relevant Roster limitations and guidelines.

B. TRADES & INTRALEAGUE TRANSFERS

- 1. Beginning January 15, 2025, Players may be acquired in Trades and Intraleague Transfers with League and Player approval at any time during the calendar year.⁶
- 2. All Trades and Intraleague Transfers shall be submitted to the League on an official Trade Agreement Form (Exhibit E) accompanied by the required Player Trade Permission Agreement (Exhibit HH).

3. Trade and Intraleague Transfer Approval and Restrictions

- a. All Player Trades and Intraleague Transfers are subject to League approval and to Salary Cap and Roster requirements. Player Trades and Intraleague Transfers cannot be made for finite periods (i.e., Players may not be "loaned" from one Team to another), nor may a Team structure a Trade or Intraleague Transfer such that a Player may not play against their previous Team.
- b. Players may only be Traded or Transferred with their written consent.
- c. Players currently on Loan outside the League can be Traded, however Player's Registration cannot be transferred to new Team until Player returns or is recalled from Loan.
 - i. Trades and Intraleague Transfers involving Players currently on Loan are final and binding once approved by the League and fully executed. The Player's trading Team will be responsible for requesting Player's ITC and Registration through FIFA TMS at the conclusion of the Loan.

⁶ The final day to trade a Player without Player permission is January 14, 2025. League must receive Trade Agreement Form (Exhibit E) by 11:59pm EST on January 14, 2025.

ii. Trades and Intraleague Transfers involving Players on Loan are not conditional upon the trading Team/NWSL receiving Player's Registration or ITC upon Player's return, unless the League determines in its absolute and sole discretion that the trading Team acted in bad faith when requesting Player's Registration or ITC.

4. Physical Condition of Traded Player

a. Trades and Intraleague Transfers may not be conditioned upon a Player passing a physical examination or voided because they failed to do so, unless the trading Team acts in bad faith regarding the details of a Player's medical condition. Teams are advised to undertake any inquiries regarding a Player's medical condition before executing a Trade Agreement by reaching out to NWSL Medical.

5. Team Assumption of Player's SPA Terms

a. It is the responsibility of the Team acquiring a Player to assume all terms of the Player's current SPA, including any Performance Bonuses. Additionally, Trades and Intraleague Transfers may not be voided if a Player fails to report to their new Team.

6. Requirement of Bona Fide Consideration

a. Bona fide consideration (e.g., an exchange of Players, Allocation Money, International Roster spots, or Transfer Fee Threshold) is required in each Trade or Intraleague Transfer of a Player. Tradeable assets may be traded for the current League Season (or the upcoming League Season if it is currently the Offseason), plus three (3) additional League Seasons. For example, during the 2025 League Season, a Team may trade assets for 2025, 2026, 2027, and 2028 League Seasons.

7. League Consulting on Trades and Intraleague Transfers

a. The League should be consulted early in Trade and Intraleague Transfer discussions so that Player Salaries and other SPA provisions can be confirmed, Team Salary Cap impacts can be determined, Allocation Money availability can be confirmed, Transfer Fee Threshold to be traded can be confirmed, and any other matters, including the Players' physical condition, can be discussed.

8. Team Response Regarding Player Medical Information

a. Teams must respond fully to all inquiries in anticipation of a Trade or Intraleague Transfer regarding Player injuries, illnesses, or other matters, and provide copies of medical records, as requested. It is anticipated that Team athletic trainers and Team CMO/Team physicians will communicate directly on these matters. A Team's failure to respond fully and accurately may result in sanctions imposed by the League. There is, however, no prohibition against Teams trading an injured Player, provided that the acquiring Team is made aware of the extent of the injury.

9. Team Responsibility for Relocation Expenses

a. Please reference Section III.F.3.ix. for requirements of Player Relocation after a Trade or Intraleague Transfer.

10. Binding Agreement and Approval

a. A Trade or Intraleague Transfer is binding on the Teams from the time the Trade Agreement Form is executed by both Teams and submitted to the League but is not final until approval has been received in writing from the League. Once the League has given approval, the Trade/Intraleague Transfer is final, except where, in the opinion of the League, egregious conduct has occurred on the part of a Team involved in a Trade/Intraleague Transfer that was not known at the time the Trade/Intraleague Transfer was approved.

11. League Denial of Trade or Intraleague Transfer

a. The League shall deny any Trade or Intraleague Transfer of a Player if the consideration is not clearly established and accurately disclosed on the Trade Agreement Form submitted to the League.

12. Opportunity to Amend and Resubmittal

a. If a Trade or Intraleague Transfer is denied by the League, Teams will have the opportunity to amend the language in the Trade Agreement Form and resubmit to the League for approval.

13. Trades for International Roster Spots

a. Teams may trade International Roster spots, provided that the only condition can be the length of time the spot is traded. International Roster spots may be traded for the current League Season plus three (3) additional League Seasons.

14. Trades for Allocation Money

a. Allocation Money is a tradable asset and can be included in transactions between Teams until December 31, 2026. Pursuant to Section III.D.8. relating to the new rules governing Allocation Money, after December 31, 2026, Allocation Money must either be fully spent or forfeited back to Teams, and will no longer be a tradable asset.

C. FREE AGENCY

- 1. Free Agency is available for any Player whose SPA is expiring or any Player who does not have an existing SPA with the NWSL, regardless of the number of Service Years.
- 2. Teams may only acquire rights to Players with Free Agency status pursuant to an SPA. A Player's Free Agency rights supersede any inconsistent NWSL guidelines.

- 3. A Team signing a Player who has Free Agency status shall not be required to trade Rights, pay training compensation, a Transfer fee, or any compensation, penalty, restriction, equalization or obligation of any kind to any Team.
- 4. Players who will become eligible for Free Agency in the next League Season may begin negotiating a new SPA six (6) months from the expiration of the Player's current SPA.
- 5. Restricted Free Agency (as of January 2025, Restricted Free Agency is only applicable to six (6) Players per Side Letter 11 attached hereto as Exhibit T)
 - a. Once the Player's existing Team receives written notice of the new Team's offer, the existing Team will have seven (7) days to match the qualified offer by submitting SPA terms to NWSL.
 - i. To qualify as a matching offer, an existing Team must match (i) the base Salary dollar-for-dollar, (ii) any bonuses and Salary accelerators, and (iii) the SPA term length.
 - ii. If the existing Team matches the offer, the Player and new Team will be notified the existing Team has matched.
 - iii. A Restricted Free Agent will be allowed to obtain no more than two (2) offers from new Teams.
 - b. If the existing Team matches the qualified offer within the allotted seven (7) days, the existing Team will have the right to retain the Player rights.
 - c. If the Player's existing Team does not match the qualified offer, and the Player signs with the new Team under the terms of the qualified offer, then the Player's rights are held by the new Team.

D. INTERLEAGUE LOANS AND TRANSFERS

- 1. All terms of any arrangements contemplated between a Team, a Club, and a Player regarding a Loan or Transfer to and from NWSL shall be fully disclosed to the League. The League shall decide, in its sole discretion, as to the terms upon which it may accept such Player's Loan or Transfer.
- 2. Teams may not enter into any oral or written agreement with a Player for terms not contained in the Loan agreement, Transfer agreement or an SPA.
- 3. Loan agreements and Transfer agreements will be completed by the League with information provided by the Team requesting the Loan or Transfer. The League will work with the Team to send the Loan agreement or Transfer agreement to the foreign Club from which the Player is being Loaned or Transferred.
- 4. Loan fees and Transfer fees are subject to the Transfer Fee Threshold, as detailed further in Section III.D.7.b. of this Manual. Teams may use Allocation Money to pay a Loan or Transfer fee but must

- specifically designate such directive to the League.⁷ For an outgoing Transfer, Team shall retain 100% of the Transfer fee and relinquish the Player's Rights upon Transfer.
- 5. At any given time during the League Season, a Team may only have a maximum of three (3) Players Loaned in from a single foreign Club and have a maximum of three (3) Players Loaned out to a single foreign Club.
- 6. A Team may have no more than a total of six (6) Players Loaned in or out at any given time.
- 7. For a full breakdown of NWSL's regulations on Related Party Transactions, including Loans and Transfers, see Section III.E.
- 8. For a full breakdown of NWSL's regulations on domestic Loans, including loans to USL Super League, see Section IV.G.

E. RULES SPECIFIC TO INBOUND LOANS AND TRANSFERS OF PLAYERS TO NWSL

- 1. All inbound Loans and Transfers of Players to NWSL are subject to the following rules:
 - a. The Team must submit a Player Agreement Form to the League.
 - b. For the Loan or Transfer to commence, the foreign Club, League and Team must sign the Loan or Transfer agreement. In addition, the Player must sign the Loan or Transfer agreement and the SPA. A Loaned Player must have an entrance and exit physical with the Team at the start and end of the Loan period. A Transferred Player must have an entrance physical.
 - c. In order for the Player to compete, the Player's ITC must be received by USSF. For a Loan, the start date must begin during an open International Transfer Window. For a Transfer, the Transfer date can be prior to an open International Transfer Window, so long as the ITC is requested during an open International Transfer Window (Exhibit B).
 - d. Unless otherwise permitted by FIFA Rules, any agreement between NWSL and the Club (and/or Player) for the Loan of a Player must have a minimum duration equivalent to the length of time between FIFA Transfer Windows and a maximum duration of one (1) year.
 - e. Medical health benefits will be provided for the term of the Loan as well as for Transferred Players.
 - f. Workers' compensation benefits will be provided for the term of the Loan as well as for Transferred Players.
 - g. A P-1 visa will be processed by the League for International Players.
 - h. As required by law, International Players must have a social security number and complete NWSL employment onboarding to receive compensation.

⁷ Pursuant to the new 2025 Salary Cap Regulations as detailed in Section III in this manual, Teams are no longer required to use Allocation Money to pay for a Loan fee or Transfer fee.

2. For rules related to inbound Loans of NTRPs, please see Section II.C.4.c.iv. of this Manual.

F. RULES SPECIFIC TO OUTBOUND LOANS AND TRANSFERS OF PLAYERS FROM NWSL

- 1. All outbound Loans and Transfers of Players from NWSL are subject to the following rules:
 - a. An NWSL Player may be Loaned or Transferred at any time to a Club outside the League (subject to that Club's federation's transfer window), and subject to the express, written consent of the Player.
 - b. Unless otherwise permitted by FIFA Rules, any agreement between NWSL and a Club (and/or Player) for the Loan of a Player must have a minimum duration equivalent to the length of time between FIFA Transfer Windows and a maximum duration of one (1) year. The Loan period may also not be greater than the term of the Player's SPA.
 - c. An exit physical must be conducted prior to the Loan or Transfer being approved.
 - d. NWSL medical health benefits will be available only while the Player is in the U.S. and will not apply to injuries sustained while training or competing in another league.
 - e. NWSL workers' compensation does not apply while the Player is on Loan to another Club.
 - f. A Player on Loan by NWSL may not be transferred or loaned to a third Club.
 - g. A Player traded while out on Loan will not be registered with their new Team until after they return from Loan and the original Team has requested their ITC in the FIFA Transfer Matching System.
 - h. For the duration of the Loan, Player must continue to receive at least equivalent base Salary compensation as provided in their NWSL SPA. Housing, vehicle, transportation into market, and other Player benefits shall be determined in the negotiation with the Club. Any negotiated compensation or benefits that a Team agrees to provide as a part of the Loan Agreement, will affect the dollar amount of relief applied to the Team's Salary Cap (See Salary Cap Regulations).
 - i. A Player being Loaned out may have their NWSL Salary reduced or completely covered by the Club for the duration of the Loan period, but the Player's Salary under their NWSL SPA must be made whole. Salary split between the Player's Team and Club are subject to negotiations between the Player's Team (as an agent for the League) and the foreign Club when concluding the Loan Agreement. The Player's Team will accrue Salary Cap relief equal to and not in excess of the amount of Salary being covered by the foreign Club for the duration of the Loan period (See Salary Cap Regulations).

G. RULES SPECIFIC TO LOANS OF PLAYERS TO AND FROM USL SUPER LEAGUE

- 1. Because the Player's ITC is already with USSF, Loans to and from the USL Super League may take place at any time during the calendar year. The Loan does not need to begin or end during a Registration Window to be approved, as long as the Loan meets the minimum and maximum length requirements as outlined in Section II.C.4.c.iv.B. above.
- 2. For all domestic Loans to and from the USL Super League, the 'parent club' (i.e., the Club/Team the Player is being loaned from) retains employment of the Player for the duration of the Loan. For example, an NWSL Player loaned to the USL Super League remains employed by the NWSL, with all the same rights and benefits afforded to an NWSL Player under the NWSL CBA and as an employee of the NWSL.
- 3. This means that the Player's 'parent club' continues to pay the Player's full Salary and other compensation, as well as maintain Player's benefits, for the duration of the Loan.
- 4. Teams may negotiate a Loan fee, which can serve as reimbursement for a portion or the whole of the Player's Salary while on Loan. The 'parent club' will continue to pay the Player directly, and the Loan fee will be exchanged between the clubs and will act as a reimbursement for that portion of the Player's Salary.
 - a. For outbound Loans from the NWSL to USL Super League, Teams will receive Salary Cap relief for the portion of the Salary reimbursed by the USL Club as the Loan Fee. The Loan fee would not be counted toward a Team's Transfer Fee Threshold.
 - b. For inbound Loans from the USL Super League to NWSL, the Player's Salary that is being reimbursed by the Team will hit the Salary Cap at the prorated daily rate for the duration of the Loan.
 - c. If a Team were to negotiate and designate an additional Loan fee beyond that which is intended to cover the Player's Salary/benefits, then such additional Loan fee would count towards or against a Team's Transfer Fee Threshold, depending on whether the Loan is inbound or outbound.
 - d. Teams may also negotiate and agree to conditional fees as a part of the Loan agreement. Conditional fees that are achieved during the Loan will count towards or against a Team's Transfer Fee Threshold, depending on whether the Loan is inbound or outbound.
 - e. When agreeing to a Loan between the NWSL and USL Super League, Teams must also negotiate which club will be paying for/reimbursing for the following:
 - i. Player's housing for the duration of the Loan; and,
 - ii. Player's relocation expenses from the 'parent club' to the new club; and,
 - iii. Player's transportation expenses while with the new club for the duration of the Loan; and.
 - iv. Any Signing Bonuses, One-Time Bonuses, or Performance Bonuses achieved by the Player; and,

- v. Commercial or Promotional Appearances for the new Club while on Loan.
- f. Reimbursements and/or payments for expenses in Subsections i-v above are subject to a Team's Salary Cap and will be charged accordingly.
- g. The Club the Player is being Loaned to is responsible for the cost of any medical treatment for injury the Player sustains while on Loan, however, any and all Worker's Compensation claims will be covered under the 'parent club's' policy. If a Player sustains an injury while on Loan, the 'parent club' shall have final authority on all medical decisions related to the Player.

Section V – Methods of Releasing Players

A. REMOVING A PLAYER FROM A ROSTER

- 1. A Team may remove a Player from its Roster through one of the following mechanisms:
 - a. SPA Expiration
 - b. Mutual Termination of a Guaranteed SPA
 - c. Player-Elected Leave
 - d. Retirement
 - e. Trade or Intraleague Transfer (see Section IV.B.)
 - f. Interleague Loans and Transfer (see Sections IV.E-F.)

2. Mechanism Compliance

a. For a Team to remove a Player from its Roster, it must use one of the above mechanisms by submitting its request to the League. Once it has been determined by the League that a Player may be removed pursuant to one of the above mechanisms, the League will also determine if the Player's removal would be within the relevant Roster Limits and guidelines.

B. SPA EXPIRATION

1. A Player may engage in Free Agency negotiations starting six (6) months prior to their SPA expiration date.

C. MUTUAL TERMINATION OF GUARANTEED SPA

- 1. Teams and Players may agree to Mutually Terminate a Guaranteed SPA. Mutual Terminations may include financial compensation terms (e.g., a Buyout), but they are not required to include financial compensation so long as the Player is in agreement.
- 2. For full regulations relating to Salary Cap impact of a Buyout, please see Section III.D.7.c.

3. Mutual Termination of a Player on a P-1 Visa

a. Once the SPA of a Player on a P-1 visa has been terminated, the League is obligated to notify the United States Citizenship and Immigration Services (USCIS) of the termination of the employment relationship, and the Player is required to depart the country. After that date, if another Team intends to add the Player to its Roster, it will need to file a new petition.

D. PLAYER-ELECTED LEAVE

1. A Player may request a leave of absence from services required under the SPA. If approved by the League, the Player's Rights will continue to be held by the Team for whom they last played, through the term of their SPA. Player-Elected Leave is an unpaid leave of absence, and the Player would not receive any SPA-provided compensation or benefits for the duration of the leave. The Player's Team will also receive Salary Cap relief for the duration of Player's leave of absence.

E. RETIREMENT

- 1. Retirement shall mean that a Player shall not play soccer for any other professional soccer team following the date of retirement. The Team holding the Player's rights pursuant to an SPA that is being terminated due to Retirement shall continue to hold the player's playing rights for thirty (30) months from the date of the Player's retirement. The NWSL shall have no obligation to release a player's International Transfer Certificate for the duration of this thirty (30) month period.
 - a. A Player who elects to retire shall not be eligible for severance pay.
 - b. Players who retire immediately after playing the prior League Season in the NWSL with six (6) or more NWSL Service Years credited upon the effective date of the Player's retirement, NWSL shall be responsible for the payment of COBRA premiums for six (6) months for individual Player coverage from the Player's retirement effective date after the Player elects continued coverage, unless and until the Player elects health insurance coverage by other means.
 - c. Players with ten (10) or more Service Years who officially retire(d) from the NWSL between 2023 and 2030, will receive a one-time founding Player contribution payment of five thousand dollars (U.S. \$5,000).

2. Service Years

a. For purposes of Service Year credit, Players will be credited with a Service Year at the end of the League Season if they are listed as available on the Roster of a Team in the NWSL at any time during the League Season, except for those Players on Player-Elected Leave, Season-Ending Injury/Illness List, or who have been loaned out of the NWSL for the entirety of that period.

Section VI – Rules and Regulations

A. U18 SIGNINGS

- 1. In order to sign a U18 player, an NWSL Team must annually demonstrate their ability to follow NWSL Minor Athlete Policies.
 - a. See the NWSL Guidelines for Minor Athletes (Exhibit GG) for details.

B. PLAYER REGISTRATION AND PARTICIPATION

- 1. All Players in the NWSL must be registered with USSF prior to participating in any competition, and their ITC requested and received by USSF.
 - a. Once a Player has fully executed an SPA with the NWSL, the League submits the registration to U.S. Soccer along with the Player's valid passport. If a Player does not have a valid passport, please consult next best steps with the League.
 - b. All Players who most recently participated with an abroad federation will also require their ITC to be requested and received prior to the Player competing.

2. Registration Deadlines

- a. In order for a Player to be eligible to compete, the deadline to submit a PAF for a new SPA will be as follows:
 - i. For any weekday game (Monday-Friday), the PAF and required US Soccer registration materials must be received by the League by 6:00 pm ET on the day before the game (e.g., if the game is on Wednesday, the PAF must be received by the League before 6:00 pm ET on Tuesday).
 - ii. For Saturday and Sunday games, the PAF and required US Soccer registration materials must be received by the League by 1:00 pm ET on the Friday prior to the weekend (e.g., if the game is on Sunday, the PAF must be received by the League before 1:00 pm ET on Friday).
- b. Submitting a PAF to the League does not guarantee a Player will be eligible to compete in the Team's next competition; all other registration requirements including the execution of an SPA, required US Soccer Registration materials, Roster and Salary Cap compliance, receipt of the Player's ITC, Player securing a visa, Player securing a minor work permit, etc. must be met prior to a Player being eligible to play in a League game.

3. International Transfer Window

- a. The International Transfer Windows are the dates between which US Soccer may request the ITC of a Player who last played in another national association. The International Transfer Window dates for each year are detailed in the Competition Calendar (Exhibit B).
- b. US Soccer currently allows domestic Players to be signed and registered outside the International Transfer Window, provided their ITC has not been transferred outside the U.S.

The signing of International Players may be subject to the International Transfer Windows and may have potential work permit/visa processes to follow.

4. Out-of-Contract Players

- a. A Player who is not under contract with another Club may be able to be registered outside the International Transfer Windows, provided the Player was out of contract during NWSL's immediately previous International Transfer Window.
- b. A Replacement Player may be registered outside the Transfer Windows in order to temporarily replace a Player who is unavailable due to maternity or parental leave. Conversely, a Player may also be registered outside the Transfer Windows upon their return from maternity or Parental Leave. All considerations related to this Section must first be discussed with USSF prior to registration taking place.

5. Non-NWSL and/or Non-Team Event

a. A Player wishing to participate in a non-NWSL and/or non-Team soccer event must first receive written permission from their NWSL Team and then written permission from the League before agreeing to participate.

C. CONDUCT ISSUES

1. Internal Tampering Rules

a. Anti-Tampering: Players

- i. No owner, member, officer, shareholder, director, partner, employee, agent, or representative thereof or any person holding an interest in a Team may tamper with any (i) Player under contract with another Team or (ii) non-NWSL Players over whom such Team does not have priority rights (unless the Team has first received written confirmation from the League that no other Team has priority rights over such Player. It is the responsibility of the Teamto request information from the League regarding a Player's priority rights).
- ii. A Team must contact a Club prior to speaking to an Individual currently under contract with that Club. If the Individual has less than six (6) months remaining on their contract, the Team must notify the Club, in writing, of its intent to communicate with the Player. If the Individual has more than six (6) months remaining on their contract, the Team must request and receive written permission from the Club to communicate with the Individual.

b. Anti-Tampering: Non-Players

i. No owner, member, officer, shareholder, director, partner, employee, agent, or representative thereof or any person holding an interest in a Team may tamper with (A) any technical staff member (including, but not limited to, general manager, technical director, coach, assistant coach, high performance director) of another Team or (B) an employee at a director– level or above of another Team, in each case, unless written permission is first obtained from the general manager, chief soccer officer, chief

business officer, or principal of such other Team, as applicable to such individual's position, subject to the following parameters:

- A. For an at-will employee (i.e., not under contract), the current Team may not deny permission with regard to technical staff or other employees if the potential position is more senior to the employee's current position.
- B. For an employee under contract, the current Team may deny permission for other Teams to interview such employee (even for a more senior position) at any time until after the employee's current Team is eliminated from the Post-Season in the final year of the employee's contract.
- C. Note: The League will determine if a position is more senior to the employee's current position. Team staff members who are unclear about the seniority of a potential position should contact the League for clarity.

c. Internal Tampering Penalties

i. Penalties for tampering may include but is not limited to prohibition of the offending Team from hiring the person being tampered with, competitive related sanctions, and individual and/or Team fines as determined by the League.

d. Tampering And Expansion Teams

i. Expansion Team(s) must comply with the internal Tampering rule.

2. External Tampering Rules

a. A Team must contact a Club prior to speaking to an Individual currently under contract with that Club. If the Individual has less than six (6) months remaining on their contract, the Team must notify the Club, in writing, of its intent to communicate with the Player. If the Individual has more than six (6) months remaining on their contract, the Team must request and receive written permission from the Club to communicate with the Individual.

b. External Tampering Penalties

Penalties for external tampering may include, but is not limited to, the prohibition of the
offending Team from signing the Player, fines, or competitive related sanctions as
determined by the League. Teams may also be subject to sanctions from the FIFA
Disciplinary Council.

D. TRYOUTS

1. A Tryout is an event held by a Team to identify talent. No Tryouts may be conducted by a Team unless they are done pursuant to this Section.

2. Tryout Restrictions

a. Teams may not try out a Player who is under contract by, or an Amateur or Trialist of another Team without written League approval. No Team may try out an Individual under contract to

a club outside NWSL without the written League approval. Players with a current SPA may not participate in Tryouts.

3. Waiver of Liability Requirement

a. No Team may conduct a Tryout with a participant unless they have executed a Waiver of Liability Agreement (Exhibit N).

E. PRESEASON

- 1. Preseason shall be no fewer than five (5) weeks and no longer than eight (8) weeks. Teams may commence Preseason training no earlier than the date set out in the Competition Calendar (Exhibit B). Training shall include any mandatory practice, participation, or training under the direct or indirect supervision of an NWSL coach, trainer, or other member of a Team's management.
- 2. Teams must notify Players of Preseason start dates no later than seven (7) weeks prior to their start date.

3. U18 Preseason Requirements

a. See the NWSL Guidelines for Minor Athletes (Exhibit GG) for full details on U18 Preseason requirements.

F. OFFSEASON TRAINING

- 1. Provided Teams are adhering to vacation day and Preseason start date guidelines outlined in the CBA, Teams are permitted to manage access to and use of their own facilities and environments during the Offseason, prioritizing Player health and wellbeing.
- 2. Teams must submit their Offseason vacation and training plan to Players and the League office no later than twenty-one (21) days before the Team's end of season.
- 3. Technical staff may conduct organized training sessions, and Sports Performance staff may lead strength & conditioning workouts (or provide workouts to be completed outside of Team market). If organized training sessions are conducted, Teams must follow League's COVID/Respiratory Illness Medical Protocol. In order to ensure the safety, health and well-being of the Players, at a minimum, Teams must have a licensed athletic trainer and additional Team staff member at a facility when Players are training or working out.
- 4. Provided Teams are adhering to vacation day and Preseason start date guidelines outlined in the CBA, Teams may require Offseason fitness training be done outside of Team market.
- 5. If a Player from another Team requests to participate in training or work outs, permission must be received in writing from the Player's General Manager. Tampering rules will apply.

6. Offseason Vacation Period

a. The CBA requires twenty-eight (28) consecutive vacation days during the Offseason. Teams may decide when best to plan for the twenty-eight (28) consecutive vacation days, as well as how they would like to train during the remainder of the Offseason, but must abide by the following:

- i. No training may be permitted, and no fitness training or workouts may be required during the twenty-eight (28) consecutive vacation days.
- ii. No training may be permitted, and no fitness training or workouts may be required during the December 23rd through January 1st vacation.
- iii. No Team may require any appearance (Commercial, Promotional, etc.) during this time.
- b. If a player requests to utilize a Team facility at any time during a Team's designated twenty-eight (28) consecutive vacation days, the Player must email the NWSL Player Affairs department, cc'ing the Team and NWSLPA. The request should include date(s) of access requested.
- c. In order to ensure the safety, health and well-being of the players, at a minimum, Teams must have a licensed athletic trainer and additional Team staff member at a Facility when Players are training or working out.

7. In-Season Vacation

a. Players may take up to three (3) days of their forty-two (42) days of vacation during the Season ("In-Season Vacation"), if mutually agreed upon by the NWSL, the Player's Team, and the Player. Players should make any such requests for In-Season Vacation in writing as far in advance as possible of the requested vacation time.

8. In-Season Mandatory Break

- a. Teams cannot require a Player stay in market during the Mandatory Break.
- b. No training and/or fitness can be required during the Mandatory Break.
- c. If a Player requests to utilize a Team facility during the Mandatory Break, the Player must email the NWSL Player Affairs department, cc'ing the Team and NWSLPA. The request should include date(s) of access requested.
- d. In order to ensure the safety, health and well-being of the players, at a minimum, Teams must have a licensed athletic trainer and additional Team staff member at a Facility when Players are training or working out.
- e. No Team may require any appearance (Commercial, Promotional, etc.) during this time.