

MEMORANDUM

TO: Contract Advisors
FROM: Legal Department
RE: 2005 Amendments to the NFLPA Regulations
DATE: May 16, 2005

The following represents the 2005 Amendments to the NFLPA Regulations Governing Contract Advisors that were passed by the NFLPA Board of Player Representatives this past March. The underlined language in bold represents the new language added to the Regulations, and the stricken through language in bold represents language which has been deleted from the Regulations. The amendments are effective as of the date of this memorandum.

During the Player Representatives meeting the Board was apprised of the progress that was made concerning a search for malpractice insurance for Contract Advisors, including the results of a Contract Advisor survey which revealed that only 1/3 of the Contract Advisors responding had any type of insurance covering their activities as Contract Advisors. At the conclusion of the discussion, the Board granted the NFLPA Executive Committee the authority to implement a requirement that Contract Advisors obtain and maintain malpractice insurance as soon as practicable during the next fiscal year. We will keep you up to date on this matter as we continue to search for insurance companies to write this type of insurance.

In addition, please be advised that the new Regulation that requires a Contract Advisor to have a post-graduate degree will only be required of new applicants.

Finally, the Board authorized the Committee on Agent Regulation and Discipline (CARD) and the NFLPA Legal Department to research the feasibility of reducing the maximum fee Contract Advisors may charge players from three percent (3%) to two percent (2%) on all NFL Player Contracts negotiated by Contract Advisors.

- Section 2 (A) Application for Certification

*

*

*

To be eligible for certification, the applicant must have received **a an undergraduate degree from an accredited four year college/university and a post-graduate degree from an accredited college/university**. However, the NFLPA shall have the authority to grant exceptions to this requirement in cases where the applicant has sufficient negotiating experience. A new applicant shall not be granted Certification (Section 2(F)) without

first attending the NFLPA seminar for new Contract Advisors to be held on an annual basis and passing a written examination. **In the instance that a new applicant fails the written examination on two successive occasions, the applicant shall be barred from applying for Certification and taking the written examination again for no less than five (5) years.**

- Section 3 (B) Prohibited Conduct

Contract Advisors are prohibited from:

*

*

*

(27) Directly or indirectly communicating or attempting to communicate with a member of the Committee on Agent Regulation and Discipline concerning the Contract Advisor's pending disciplinary action pursuant to Section 6 of these Regulations once an investigation has commenced relating to that Contract Advisor and continuing through the final disposition of any Section 6 disciplinary action. Notwithstanding the foregoing, communication with the Committee on Agent Regulation and Discipline concerning a pending disciplinary action is permitted when the Committee as a group requests or agrees to discuss the pending disciplinary action with the Contract Advisor and/or his or her representative;

(28) Violating any other provisions of these Regulations.

- Section 6 (D) Proposed Disciplinary Action

Except in cases where discipline has been imposed prior to the receipt of the answer, ~~within thirty (30) days after the receipt of the answer~~ the Committee on Agent Regulation and Discipline shall, **as soon as possible but no later than ninety (90) days after receipt of the answer,** inform the Contract Advisor in writing (by confirmed facsimile or overnight delivery) of the nature of the discipline, if any, the Committee on Agent Regulation and Discipline proposes to impose, which discipline may include one or more of the following:

*

*

*

- Section (H) Time Limits, Costs

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NFLPA, **except that the Contract Advisor shall pay any Arbitrator fees or expenses relating to a hearing that is postponed by the Contract Advisor.** Each party will bear the costs of its own witnesses and counsel, and other expenses related to its participation in the proceedings.