
NWSL COMPETITION MANUAL

2023



Disclaimer: This portion is part of the larger 2023 NWSL Manual. It denotes roster rules and competition policies and procedures that must be followed by Teams during the 2023 NWSL season. **The League reserves the right to make amendments to the policies and procedures in this manual, with or without notice, at the League's sole and absolute discretion. Failure to comply with the policies and procedures set forth in the Manual may result in League imposed sanctions. Please note that all fines and suspensions may escalate for repeat offenders. The League has absolute discretion to render disciplinary actions upon review of the circumstances, and its decision is final and not appealable except as otherwise provided in writing.** This Manual is confidential and is intended solely and exclusively for the internal use of the NWSL and Team personnel. Under no circumstances should this Manual be shared externally without prior written permission from the League

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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.

CBA: The Collective bargaining Agreement between the NWSL and NWSL Players Association effective February 1, 2022 through December 31, 2026.

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

COMPETING DISCOVERY REQUEST: the process that Teams may initiate to secure an Exclusive Period with a Discovery Player who is on another Team’s Discovery List.

COMPETING EXCLUSIVE PERIOD: after a Team successfully initiates a Competing Discovery Request, the Team that filed the Competing Discovery Request will be granted a “Competing Exclusive Period” if the original Team fails to execute an SPA with the Individual during the Original Team Exclusive Period. The duration of the Competing Exclusive Period shall be fourteen (14) days.

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

DISCOVERY ELIGIBLE: a person who may be added to a Team’s Discovery List. The person must not currently be under contract with the NWSL, not have their rights controlled by a Team, not be eligible for a current or future NWSL Draft (as determined by the NWSL), be at least 17 years old and not be part of the USWNT Player Pool.

DISCOVERY LIST: a list of players identified by a Team and maintained by NWSL whose rights are not currently held by another Team, which provides that Team with certain rights regarding those players, as outlined in [Section 5.3.7](#). Each Team’s Discovery List is confidential and will not be shared with other Teams.

DISCOVERY PLAYER REQUEST FORM: the standard form utilized by Teams to request an Individual be added to a Team’s Discovery List.

DISCOVERY RANKING: a list of the priority order of Teams that is used to determine which Team receives priority when two or more Discovery Requests for the same Individual are made simultaneously.

DISCOVERY REQUEST: the submission of a Discovery Player Request Form to the NWSL.

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.

END OF SEASON PROCESS: the process by which Teams determine current and future Player SPA status after the conclusion of the League Season.

ENTRY DRAFT: shall mean a draft conducted by NWSL for the purposes of assigning the rights of certain defined players who have not previously played in the NWSL to Teams.

EXPANSION DRAFT: shall mean a draft conducted by NWSL due to the addition of an Expansion Team or Teams to the NWSL who will be participating in the NWSL for the following League Season.

EXCLUSIVE PERIOD: after a Team adds an Individual to its Discovery List, or successfully initiates a Competing Discovery Request, it will be granted an “Exclusive Period” during which other Teams are prohibited from submitting a Competing Discovery Request. The duration of the Exclusive Period shall be thirty (30) days.

EXHIBITION GAME: any non-League Season game between two (2) Teams, or between a Team and a non-NWSL Team, which is broadcast, promoted and/or generates revenue either during the League preseason or regular season.

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.

ALLOCATION MONEY: means money that a Team may use to acquire players that a Team has funded pursuant to the League Rules, acquired from another Team via trade or was directly provided to a Team by the League.

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.

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 MAXIMUM SALARY: the highest annual salary permitted in a SPA without requiring the use of Allocation Money.

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

LEAGUE SEASON: the period including the first day of preseason through the NWSL Championship. For 2023, the League Season is January 24, 2023 to November 12, 2023.

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.

OFFSEASON: the period including the day following the NWSL Championship through the day prior to the start of the following Preseason.

OPTION: a one-year extension of the term of a Player's SPA.

ORIGINAL TEAM EXCLUSIVE PERIOD: after a Team successfully initiates a Competing Discovery Request, the Team that currently holds the Individual's Discovery Rights will be granted a "Original Team Exclusive Period" to execute an SPA (and transfer or loan agreements, if applicable) with the Individual. The duration of the Original Team Exclusive Period shall be fourteen (14) days. Player: a person currently under contract with the League; or whose Rights are otherwise controlled by a Team.

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 include in a 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.

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

PRACTICE GAME: a game that is an unadvertised, closed-door scrimmage that is not played under the FIFA Laws of the Game, at which no admission is charged or money collected.

REGULAR SEASON: shall mean the period between Preseason and the Post-Season, with the exception of the Challenge Cup.

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).

RESTRICTED 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, but only after the Player's current Team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus and duration.

ROSTER: the list of Players whose Rights are currently assigned to a Team and who are signed to an SPA with the League. The Roster includes Players on the Senior Roster and Supplemental Roster.

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 waive Players or add Players (except for Goalkeeper or National Team Replacement Players or Players returning from the 45-day Injury List or Season-Ending Injury List) and all SPA's become guaranteed for the remainder of the calendar year.

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).

SEASON ENDING INJURY/ILLNESS (SEI) LIST: a record of a Team's Players who are seriously injured or ill and 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.

SEMI-GUARANTEED SPA: shall mean a Standard Player Agreement in which NWSL may terminate the SPA prior to the end of its term because of the quality of the Player's on-field performance and no additional salary beyond that accrued by the termination date will be paid to the Player or count against the Team's Salary Cap, provided NWSL does so prior to the Roster Freeze Date, or after the end of the Regular Season, whichever occurs sooner, in the applicable League Year.

SENIOR ROSTER: a Roster comprised of Players who are eligible for any compensation allowed by League policies, including bonuses. Players on the Senior Roster apply to the Salary Cap, except as otherwise noted.

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.

SIGNING WINDOW: shall mean the period after a Team acquires a player's rights via the Entry Draft during which the Team must either offer the player an SPA, trade the players' rights to another Team, or waive the player's rights.

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

SUPPLEMENTAL ROSTER: comprised of Domestic Players who are not eligible for any compensation aside from the league minimum salary and league-provided Post-Season Bonus. Players on the Supplemental Roster do not apply to the Salary Cap.

TEAM: a team participating in the NWSL.

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 is training with a Team.

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.

U.S. WOMEN'S NATIONAL TEAM (USWNT) PLAYER POOL: the collective group that includes any Individual who was listed on the game day roster for the U.S. Women's National Team for at least two (2) games in two (2) separate FIFA windows or events (only qualifiers and tournaments apply).

WAIVER WIRE: a listing of Players whose rights have been relinquished by the Team that held them and who are eligible to be claimed by other Teams for a period to be set by the League (e.g., in most instances 24-hours). In this document, "Waiver Wire" and "waivers" are synonymous.

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

1. 2023 NWSL ROSTER RULES AND REGULATIONS

1.1. ROSTER RULES

1.1.1. ROSTER SIZE (Updated to match CBA, Feb 2023)

Team Roster sizes must include a minimum of 22 players and a maximum of 26 players. The Team Roster may be composed of a combination of Senior Players and up to 4 Supplemental Roster Players. For example, a Team may have 26 Senior Players and 0 Supplemental Roster Players or 22 Senior Players and 4 Supplemental Roster Players.

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:

1. Players on the SEI List;
2. Players on 45-day Injury/Illness list;
3. Players on parental leave or who are utilizing pregnancy benefits;
4. Players on Player-Elected Leave, and/or
5. Players on mental health leave.

1.1.2. SENIOR ROSTER PLAYERS

Senior Roster Players are eligible for any compensation, including bonuses, as allowed by NWSL policies. Salaries of Senior Players count against the Salary Cap, except as otherwise noted.

1.1.3. SUPPLEMENTAL ROSTER PLAYERS

Supplemental Roster Players are Domestic Players who sign a Semi-Guaranteed SPA for the League Minimum Salary and the only bonus they are eligible for is the League-provided Post-Season and Award Bonuses. Salaries of Supplemental Roster Players on the Roster do not count against the Salary Cap.

Supplemental Roster Players are permitted to have agent fees calculated into their SPA that does not count against the Salary Cap. Such agent fees may not be more than 10% of the Player’s salary.

1.1.3.1. HOUSING AND AUTO BENEFITS

Supplemental Roster Players must be provided year-round housing and auto benefits to the same degree as Senior Roster Players.

1.1.3.2. ROSTER BONUSES FOR SUPPLEMENTAL ROSTER PLAYERS

Supplemental Roster Players may be bonused to an amount equivalent to the full League Minimum Salary if they are signed to an SPA prior to Roster Compliance Date, as set forth in the Competition Calendar (Exhibit B) (that is, their salary is not required to be pro-rata for the year).

1.1.3.3. APPLICATION OF ROSTER RULES TO SUPPLEMENTAL ROSTER PLAYERS

Supplemental Roster Players are subject to the same rules that govern Senior Roster Players, unless specifically noted. Except for salary, Supplemental Roster Players are

afforded the same opportunities and other benefits as Senior Roster Players– including being eligible for selection in all NWSL matches. The same League processes (e.g., Discovery, Waiver Wire, trades, payroll, etc.) are utilized for both Senior Roster and Supplemental Roster Players.

1.1.3.4. SUPPLEMENTAL ROSTER PLAYERS ON INJURY LISTS

Teams will not be provided with Roster relief or Salary Cap relief with respect to Supplemental Roster Players placed on the 45-Day Injury/Illness List or on the Season Ending Injury/Illness List.

1.1.4. MOVEMENT BETWEEN THE SENIOR ROSTER AND SUPPLEMENTAL ROSTER

1.1.4.1. MOVING A PLAYER FROM SENIOR ROSTER TO SUPPLEMENTAL ROSTER

Teams may move Players from the Senior Roster to the Supplemental Roster if they have a Supplemental Roster slot available, and the Player moving to the Supplemental Roster is earning the League Minimum Salary with no performance bonus(es) other than the League-provided Post-Season and Award Bonuses.

1.1.4.2. MOVING A PLAYER FROM THE SUPPLEMENTAL ROSTER TO SENIOR ROSTER

Teams may also move Players from the Supplemental Roster to the Senior Roster if they have an open slot and sufficient Salary Cap space to accommodate the move.

1.1.4.3. LIMITATIONS ON MOVEMENT BETWEEN ROSTERS

A Player may be moved between the Senior Roster and Supplemental Roster on a Team's Roster only one (1) time between the Roster Compliance Date and the Roster Freeze date of each League Season.

1.1.4.4. APPLICATION OF SALARY CAP TO MOVEMENT BETWEEN ROSTERS

A Player's salary stops counting against the Salary Cap on the day after they are moved from the Senior Roster to the Supplemental Roster and begins counting on the day after they are moved from the Supplemental Roster to the Senior Roster.

2. ROSTER LIMITS & PLAYER CLASSIFICATION

2.1. ROSTER LIMITS

2.1.1. ROSTER COMPLIANCE DATE

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 Teams Salary Cap at the daily rate for the number of days the player is on the Roster.

The Roster Compliance Date is set forth in the Competition Calendar (Exhibit B).

2.1.2. ROSTER CONDITIONS (Updated to match CBA, Feb 2023)

After the Roster Compliance Date, Teams must meet the following Roster conditions:

1. No fewer than twenty-two (22) Players and no more than twenty-six (26) Players rostered at any one time between Senior Roster Players and Supplemental Roster Players; and
2. No more than four (4) Supplemental Roster Players assigned to its Roster at any one time.

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 not be included: (1) Players on the Season Ending Injury/Illness List; (2) Players on 45-day Injury/Illness List; (3) Players on parental leave or who are utilizing pregnancy benefits; (4) Players on Player-Elected Leave, and/or (5) Players on mental health leave.

2.1.3. ROSTER LIMITS EXCEPTIONS

Roster limits are subject to Short-Term Injury Replacement, Season-Ending Injury/Illness Replacement, Goalkeeper Replacement, and National Team Replacement Player exceptions, and in exceptional circumstances, as permitted by the League.

2.1.4. ROSTER FREEZE

No changes (including waiving Players) 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).

2.1.4.1. REPLACEMENT PLAYERS AFTER ROSTER FREEZE

Teams may add a short-term replacement Player after the Roster Freeze date in the case of a Goalkeeper Replacement Player or a National Team Replacement Player.

2.1.4.2. PLAYERS OUTBOUND ON LOAN AND TRANSFER FROM NWSL AFTER ROSTER FREEZE

Teams may loan or transfer a Player out of NWSL after the Roster Freeze date, subject to requirements in Section 7.2 Outbound Loans and Transfers from NWSL.

2.1.5. SEASON ENDING INJURY/ILLNESS LIST OR 45 DAY INJURY/ILLNESS LIST

A Player returning from the Season Ending Injury/Illness List, or 45 Day Injury/Illness List may return to competition after the Roster Freeze Date; however, a Team may not waive a Player to accommodate the Player returning from an injury list. The Team would need to have an available Roster slot.

2.1.6. PLAYER CLASSIFICATIONS

2.1.6.1. DOMESTIC PLAYERS

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

2.1.6.2. INTERNATIONAL PLAYERS

Any Player who is not a Domestic Player shall count as an International Player. Any international Player must occupy an International Roster spot on a Team's Roster (see below Section 2.1.6.2.1.1. for previously allocated Canadian Players). International Players must have Guaranteed SPAs and may not be designated as a Supplemental Roster Player.

2.1.6.2.1. INTERNATIONAL ROSTER SPOTS

There is an equivalent of five (5) International Roster spots per Team for the 2023 League Season, for a total of sixty (60) international Rosters spots within the League.

2.1.6.2.1.1. EXCEPTION FOR CANADIAN ALLOCATED PLAYERS

As of 2023, there are eight (8) previously allocated Canadian Players (Exhibit S) registered with NWSL that will not count as an international Player or use an international slot, until they retire or depart NWSL. If they return to NWSL following retirement or departing the League, they would then be considered an international Player.

2.1.6.2.2. TRADED INTERNATIONAL ROSTER SPOTS

International Roster spots may be traded with the only condition being time (see 5.3.6. Trades). With trades, there is no limit on the number of International Roster spots a Team may have.

3. CONTRACT TERMS / COMPENSATION / PERMITTED TEAM ASSISTANCE

3.1. PLAYER CATEGORIES

All NWSL Player SPAs shall be categorized as either Guaranteed or Semi-Guaranteed.

3.1.1. REQUIREMENTS FOR USE OF A GUARANTEED SPA

There is no limit to the number of Guaranteed SPAs a Team may have, subject to Supplemental Roster Player rules. All international Players must be signed to a Guaranteed SPA.

3.1.2. WAIVING PLAYERS WITH A GUARANTEED SPA

With League approval, Teams may place a Player with a Guaranteed SPA on the Waiver Wire, prior to the Roster Freeze date in order to create Roster space. If the Player is not selected by another Team, then the Player will remain on their current Team. Thereafter, the only way to remove a Player with a Guaranteed SPA from a Team's roster is through a buyout of the Player's contract subject to Section 6.4.

3.1.3. APPLICATION OF WAIVING A SEMI-GUARANTEED SPA

If a Player on a Semi-Guaranteed SPA is waived prior to Roster Freeze, their salary ceases to count against the Team's Salary Cap on the day after the Player is placed on the Waiver Wire.

3.1.3.1. INJURY TO A PLAYER

If a Player (including Replacement Players), is injured in the course of providing services to NWSL, their employment may not be terminated until they pass an exit physical, the course of the term of their SPA ends or the Team reaches a buyout with the player, whichever comes first.

3.1.4. STANDARD PLAYER AGREEMENT (SPA)

The Standard Player Agreement is the employment contract between the NWSL and any bargaining unit member represented by the NWSLPA.

3.1.4.1. DURATION OF AN SPA

With the exception of inbound loans to the League, all SPAs must end no later than December 31 of the calendar year in which it commences.

3.1.4.2. NO TRADE CLAUSE

SPAs may include a no trade clause.

3.1.4.3. TERM OF AN SPA

The maximum term of an SPA is three (3) years plus a one (1) year Option.

3.1.4.3.1. OPTIONS – UNILATERAL V. MUTUAL

Options in SPAs may be Unilateral Options or Mutual Options.

For any SPA entered into following the effective date of CBA with a Player who possesses free agency rights, such option year(s) must be Mutual Options.

3.1.4.3.2. EXERCISING AN OPTION

If NWSL, in its sole and absolute discretion, desires to exercise a 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 Unilateral Option, the term of the Agreement shall be extended on the terms contained in the SPA. If such notice is sent for a Mutual Option and the Player consents to the Mutual Option, then the term of the Agreement shall be extended 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 season.

3.1.4.3.3. NOT EXERCISING AN OPTION

Players who do not have their Option exercised or whose SPA will naturally expire will be submitted into the End of Season Process after the conclusion of the League Season (set forth in Section 6). The Team to which the Player's Rights were most recently assigned will be responsible for the Player's compensation and benefits (including housing and automobile) through the end of the current year.

3.1.4.3.3.1. PLAYERS SELECTED IN END OF SEASON PROCESS

The Rights for any Player selected in the End of Season Process will remain with the selecting Team until the start of preseason of the next League Season, at which time the Player will become Discovery Eligible.

3.1.4.4. OFFERING AN SPA

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.

3.1.4.4.1. EXPIRED OR REJECTED OFFER OF AN SPA

In the event an SPA expires or is rejected by a Player, the Team holding the Player's Rights will retain the Rights for the duration of the SPA offered (including the option year, if applicable), unless the Player is eligible for Free Agency or is a Discovery Player, in which case the Free Agency or Discovery policy, respectively, will apply.

3.1.5. EXCLUSIVE COMPENSATION (Updated Feb 2023)

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.

Teams must disclose all compensation offered and/or paid to a Player or to a Player's representative, including without limitation:

- Any direct compensation paid to a Player by the Team.
- Any marketing agreement between a Player and the Team.

- 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.).
- 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).
- Any compensation paid by a non-NWSL team to a player including non-NWSL teams affiliated with NWSL teams.
- Any transfer fees or loan fees paid to clubs or agents.
- Any payment made to a Player’s family member or other close connection to a Player.

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 League approval, and pursuant to the following rules:

3.1.5.1. PERMITTED ADDITIONAL WORK

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 (“Promotional Appearance”); 4) Promotional appearances on behalf of a commercial affiliate (“Commercial Appearance”); or 5) Other Additional Work with prior written permission from the League.

3.1.5.2. LEAGUE APPROVAL FOR ADDITIONAL WORK - NON-APPEARANCES

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.

Each Additional Work proposal will be evaluated by the League on a case-by-case basis. One criterion 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.

3.1.5.2.1. COMPENSATION FOR ADDITIONAL WORK – NON-APPEARANCES

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.

3.1.5.3. TEAM SUBMITTAL TO LEAGUE APPROVAL FOR ADDITIONAL WORK- PROMOTIONAL AND COMMERCIAL APPEARANCES

Teams must submit all Promotional or Commercial Appearances completed by the Player to the League for tracking and payroll processing.

3.1.5.3.1. COMPENSATION FOR PROMOTIONAL APPEARANCES

A Player shall be compensated for a Promotional Appearance beginning with their fourth promotional appearance at a rate of \$200 per hour for the first two (2) hours (not including travel time), and \$100 per hour for each hour thereafter.

3.1.5.3.2. COMPENSATION FOR COMMERCIAL APPEARANCES

A Player shall be compensated for a Commercial Appearance at a rate of not less than \$450 per hour for the first three (3) hours (not including travel time), and \$300 per hour for each hour thereafter.

3.1.5.4. MAXIMUM COMPENSATION PERMITTED

No Player may receive total gross payments at the direction of a Team of more than \$15,000 per calendar year for performing Additional Work. NWSL payments to a Player for Additional Work (e.g., League partner commercial appearance) shall not count against the \$15,000 maximum compensation permitted.

3.1.5.5. APPLICATION OF ADDITIONAL WORK TO TEAM'S SALARY CAP

Compensation for Additional Work does not count against a Team's Salary Cap.

3.1.5.6. TRACKING TIME

Teams are responsible for tracking and reporting Players' Additional Work and must submit necessary information to the League in the manner prescribed.

3.1.5.7. PAYMENT PROCESS FOR ADDITIONAL WORK

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.

3.1.6. PERMITTED TEAM ASSISTANCE (Updated to match CBA, Feb 2023)

Other than a Player's salary, including any applicable bonuses, as documented in the SPA, and Additional Work, the following is Permitted Team Assistance:

3.1.6.1. HOUSING

3.1.6.1.1. HOUSING REQUIREMENT

Housing must be provided to Players for the entire duration of their SPA; therefore, housing must be provided for Players on a year-round basis.

Club technical 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:

- General Manager
- Assistant General Manager

- Head Coach
- Assistant Coach
- Head Athletic Trainer
- Assistant Athletic Trainer
- Equipment Manager(s)

3.1.6.1.2. TYPES OF HOUSING

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 3.1.6.1. Any amount in excess of the maximum permitted housing benefit will count against the Team’s Salary Cap.

3.1.6.1.2.1. SHARED HOUSING

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

3.1.6.1.2.2. HOUSING STIPEND

Per Player expenditures on housing stipends may not exceed an amount equal to one-half of a two (2) bedroom apartment at the rate paid by the Team for Team-provided housing. The League will prescribe the process in which Team’s must report their two-bedroom housing rate.

3.1.6.1.2.3. HOUSING FOR PLAYER’S WITH CHILD(REN)

A Team may elect to provide a Player with a child(ren) with a stipend equal to that of a two-bedroom unit in Team-provided housing; or

A Team may elect to include an additional minimum 2-bedroom unit within the desired school district to be considered Team-provided housing.

3.1.6.2. AUTOMOBILE REQUIREMENT

If an automobile is provided to a Player, such automobiles must be provided to Players either via a Team-provided automobile or a monthly automobile stipend of \$150 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 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 3.1.6.2. Any amount in excess of \$150 per month will count against the Team’s Salary Cap.

3.1.6.3. DEPENDENT CARE

All Players with Child(ren) will receive a dependent care stipend, up to the IRS annual maximum¹. Dependent care stipends must be documented in the Player's SPA. The spending limits are per player, not per dependent.

A Team may also provide the following benefits for Players with minor children: (a) flights for the child(ren) to attend away matches, (b) flights for a childcare provider to attend away matches, (c) hotel for a childcare provider to attend away matches, and (d) exclusive use of a hotel room for the Player traveling with a child(ren). These benefits do not count against the Team's Salary Cap but must be reported to NWSL for tax purposes.

3.1.6.3.1. APPLICATION OF DEPENDENT CARE STIPENDS TO TEAM SALARY CAP

Dependent care stipends up to the IRS annual maximum are summed and the cost split evenly amongst all Teams, collected through Player Remittance.

Dependent Care stipends up to the IRS annual maximum will not count against a Team's Salary Cap provided it does not exceed the amount set forth in Section 3.1.6.3. Any amount in excess of the IRS annual maximum will count against the Team's Salary Cap.

3.1.6.3.2. DEPENDENT CARE ASSISTANCE PROGRAM

Dependent Care Assistance Program: 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.

3.1.6.3.3. FLEXIBLE SPENDING ACCOUNT

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.

3.1.6.4. IMMIGRATION

The League will pay the reasonable expenses to apply for a visa for any Player requiring a visa to play in the League.

Teams may pay the reasonable expenses for a Player's green card, including travel. These costs do not count against the Team's Salary Cap.

Any immigration expense amount in excess of a Player visa or green card (e.g., visas for spouses or partners) will count against the Team's Salary Cap.

¹ 2023 Maximum is \$5000

3.1.6.5. RELOCATION²

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.

3.1.6.5.1. REQUIRED RELOCATION EXPENSES

A Team must provide:

1. Reimbursement up to \$2,500 or a \$2,000 stipend, at the Player's option;
2. Housing expenses and per diem for up to fourteen (14) days, unless Team-provided housing is immediately available;
3. 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
4. One-way coach airfare or reimbursement at the IRS mileage rate between the Player's home and the new Team's market.

3.1.6.5.2. RELOCATION AFTER A TRADE OR EXPANSION DRAFT SELECTION

In the event of a trade or the Player being selected in the Expansion Draft, it is the responsibility of the Team acquiring the Player to pay required relocation expenses, including up to \$5,000 in any financial penalties if the Player is required to break a lease. These costs do not count against the Team's Salary Cap.

3.1.6.5.3. 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.

3.1.6.6. AGENT FEES (Updated Oct 2022)

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.

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.

Teams are not permitted to have Agents or Agencies on retainer fees without prior approval from the NWSL.

3.1.6.7. TRIALISTS (Updated to match CBA, Feb 2023)

Trialists are required to file a waiver form with NWSL, and Teams must always keep the League informed of Trialists at training by submitting Preseason Roster Forms (Exhibit

² Removed: Relocation Cap, Relocation for Allocated Players

N). In the event that a Team does not submit and keep up-to-date Preseason Roster Forms, the League may limit such Team's ability to bring in additional Trialists.

3.1.6.8. REQUIRED BENEFITS TO TRIALISTS

A Team must provide the following to a Trialist:

1. Their own bedroom in shared-Team housing; and
2. A weekly stipend of \$25 for transportation expenses, to be paid monthly.

Any Trialist who participates in a Team's Preseason training camp who does not have an SPA and who was either: i) drafted or ii) on a Team's roster during a prior season, shall receive either a per diem, at the rates specified in CBA Section 8.5, or meals.

A Team may provide Reasonable relocation expenses into and out of market to a Trialist.

3.1.6.9. TEAM BENEFITS AS TAXABLE INCOME

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.

3.1.7. DISCLOSURE (Updated Feb 2023)

Teams may not provide any compensation to Players outside of their Standard Player Agreement other than payment for Additional Work as set forth in these NWSL Competition Guidelines. 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. As it relates to Additional Work, no Player may receive total gross payment(s) from a Team of more than Fifteen Thousand Dollars (\$15,000.00) per calendar year.

The NWSL Team Player Compensation Compliance Affidavit certifies Team owners and employees are not aware of any Team violations regarding NWSL Player compensation rules.

The NWSL Team Player Compensation Compliance Affidavit is to be completed each season by the following Team representatives, due to the League by the Roster Compliance Date: 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. Additional employees may be added in League's discretion.

4. SALARY CAP REGULATIONS

4.1. TEAM SALARY CAPS

4.1.1. TEAM SALARY CAP

The Team Salary Cap is as set forth in the Competition Calendar (Exhibit B).

4.2. CALCULATION OF A PLAYER'S SALARY CAP CHARGE

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 includes performance bonus(es), roster bonus(es), agent fees, and excess benefits and/or excess Permitted Team Assistance costs.

4.2.1. TEAM ASSISTANCE EXCEPTIONS TO PLAYER'S SALARY CAP CHARGE

The following required expenses and payments do not count against a Player's Salary Cap charge:

- Severance and COBRA payments after a Player is Waived;
- Payment for Additional Work up to \$15,000;
- Travel and transportation reimbursements as set forth in the CBA;
- Parental and dependent care expenses up to the IRS maximum;
- Housing, automobile, and relocation within limits prescribed; and
- Trialist expenses, up to the amount prescribed.

4.2.2. PLAYER BONUSES (Updated Dec 2022)

Achieved performance bonuses will be paid out in the year achieved but will count against the Team's Salary Cap for the following NWSL Season in the amount that the Player earned in the prior Season. For example, if during the 2023 NWSL Season the Player earned \$10,000 in bonuses, the bonus amount for the 2024 Season will be \$10,000. The bonus amount earned in 2023 will count against the Team's Salary Cap in 2024 regardless of whether or not the Player remains on the Team's roster in 2024.

Roster bonuses will be paid out in the current year, and will count against the current year Team Salary Cap.

4.2.3. LEAGUE-PROVIDED POST-SEASON AND AWARD BONUSES

The League-provided Post-Season and Award Bonuses will not count against the Team's Salary Cap.

4.3. UNIQUE SALARY CAP SITUATIONS

4.3.1. LOANS

A Player being loaned out may have their NWSL wages reduced or completely covered by the non-NWSL club for the duration of the loan period. Regardless of the amount paid by the non-NWSL

club, the Player's salary must be made whole. Wages split between the Player's Team and non-NWSL club are subject to negotiations between Player's Team (as an agent for the League) and non-NWSL club when concluding the Loan Agreement. The Player's Team will accrue Salary Cap relief equal to but not in excess of the amount of wages being covered by the non-NWSL club for the duration of the loan period.^{3,4}

4.3.2. REPLACEMENT PLAYERS

Salaries for National Team Replacement Players and Goalkeeper Replacement Players do not count against the Team Salary Cap.

4.3.3. SALARY CAP RELIEF SEASON-ENDING INJURY LIST

A Team may receive 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 Season-Ending Injury/Illness List).

4.4. ALLOCATION MONEY

Starting in 2023, although a Team must purchase its Allocation Money (unless acquired from another Team as part of a trade), the term "Funded Allocation Money" (FAM) will no longer be used; there is no longer a distinction between FAM and unfunded Allocation Money.

4.4.1. ALLOCATION MONEY USES

Allocation Money can (subject to the various rules and restrictions described herein) be redeemed by Teams to (1) Reduce the Salary Cap charge of a Player's salary (including Players earning above the League Maximum Salary) by buying down the Salary Cap charge to but not below the Minimum Salary⁶; or (2) Pay a transfer fee or loan fee when acquiring a Player who is currently under contract outside the NWSL, or (3) trade to another Team.

4.4.1.1. ALLOCATION MONEY IN TRADE

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

³ Example: Player earns \$2,000 salary per month from NWSL and goes on loan, earning \$1,500 per month from the non-NWSL club, as would be stipulated in the Loan Agreement signed by the Player. While the Player is on loan, the League will pay the Player \$500 each month to ensure the Player receives their full salary and the Team will accrue \$1,500 of Salary Cap relief each month the Player is on loan.

⁴ Example: Player earns \$2,000 salary per month from NWSL and goes on loan, earning \$2,300 per month from the non-NWSL club. The Player will not receive any salary from the League while on Loan, and the Team accrues \$2,000 of cap relief each month the Player is on Loan.

4.4.1.2. ALLOCATION MONEY CARRY OVER

Allocation Money that has been deposited or received in a transaction automatically carries over from one calendar year to the next and does not expire.

4.4.2. OPTION TO TRADE RIGHT TO PURCHASE ALLOCATION MONEY

In unique circumstances a Team may be provided the option to trade its right to purchase a certain amount of Allocation Money to another Team. The Team acquiring the rights will have the right, but not the obligation, to purchase Allocation Money, up to the amount corresponding to the rights acquired.

4.5. ALLOCATION MONEY PURCHASE LIMITS

Each calendar year, Teams will be provided the right to purchase Allocation Money in amounts determined by the League. In 2023 Teams may purchase up to \$600,000 of Allocation Money.

4.5.1. ADDITIONAL PURCHASE FOR NON-QUALIFYING POST-SEASON TEAMS

In addition to the annual limit of Allocation Money, Teams that did not qualify for the Post-Season in a given League Season may purchase an additional \$100,000 in Allocation Money during the following calendar year.

4.5.1.1. FUNDS HELD BY LEAGUE

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.

4.5.1.2. ALLOCATION MONEY WITH FUTURE CONDITIONS

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 unattainable⁵.

4.5.2. ABILITY TO WITHDRAW UNCOMMITTED ALLOCATION MONEY

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).

⁵ 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.

4.5.3. GUIDANCE FOR RULES GOVERNING ALLOCATION MONEY

4.5.3.1. IMPACT OF ALLOCATION MONEY ON SPAS

The impact of Allocation Money on Player SPAs is calculated on a per-day basis; Teams must ensure that the daily rate for each Player remains under the League Maximum Salary daily rate by utilizing Allocation Money to cover the portion of the daily rate in excess of the League Maximum Salary daily rate.

4.5.3.2. SALARY CAP COMPLIANCE

Teams must be able to demonstrate that they are always Salary Cap compliant during the League Season, but the final distribution of Allocation Money across the various Player SPAs will occur at the conclusion of each calendar year.

4.5.3.3. ALLOCATION MONEY TRADES FROM FUTURE YEARS

Teams may trade Allocation Money from future years (up to three (3) years from the current calendar year); the funds will be transferred in the relevant year on January 1, when trade conditions are met, or on the date specified in the Trade Agreement. Allocation Money traded from future years is not available for further transactions until it is moved to the relevant Team⁶.

4.5.4. POLICIES AND PROCEDURES FOR ALLOCATION MONEY

4.5.4.1. ALLOCATION MONEY PURCHASE DATE

Allocation Money becomes available to purchase on January 1 of each calendar year.

4.5.4.2. AVAILABILITY OF ALLOCATION MONEY

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.

4.5.4.3. TRANSFER FEES AND ALLOCATION MONEY (Updated Jan 2023)

Transfer fees must be paid in Allocation Money.

When transferring a Player out of the League, the Team may either retain the Player's Rights and forfeit 100% of the transfer fee to the League, or the Team may relinquish the Player's Rights and keep 85% of the transfer fee with 15% of the transfer fee going to the League.

⁶ During the 2023 calendar year, a Team may trade Allocation Money for 2023, 2024, 2025 or 2026.

4.5.4.4. DEPOSIT OF FUNDS

Teams are encouraged to deposit funds to purchase Allocation Money with the League prior to transactions; however, funds must be deposited with the League no later than three (3) business days following the executed transaction. Teams failing to meet the deadline will be subject to League issued fines and significant competitive penalties.

4.5.4.4.1. ALLOCATION MONEY CARRY OVER AND LIMIT

Teams may carry over any portion of Allocation Money, from one year to the next. There is no limit to the amount of Allocation Money a Team may acquire from other Teams. Unless otherwise approved by the League, any portion of a Team's remaining, but unpurchased Allocation Money must be purchased and on deposit with the League by 3:00 pm ET on the last business day of the calendar year, or the ability to utilize those funds will be forfeited. For example, in 2023, each Team may purchase up to \$600,000 in Allocation Money. If at the end of the 2023 NWSL Season, a Team has only purchased \$400,000 in Allocation Money, such Team may purchase the remaining \$200,000 in Allocation Money before 3:00 pm ET on December 29, 2023, and carry it over for use during the 2024 NWSL Season.

4.5.4.4.2. ALLOCATION MONEY WITHDRAW

Teams may withdraw any portion of Allocation Money, unless it was funded to that Team by the League. If a Team trades Allocation Money that was funded by the League, then the Team receiving the Allocation Money may withdraw those funds. After a Team withdraws Allocation Money, it may only redeposit funds from the current year's allotment⁷.

⁷ Example: Team carries over \$100,000 in Allocation Money from 2022 to 2023 and then purchases all \$600,000 of their 2023 Allocation Money allotment. Preseason 2024, the Team withdraws all \$700,000 of its Allocation Money. For the remainder of 2024, the Team may only deposit the \$600,000 Allocation Money maximum for 2024.

5. MECHANISMS OF ACQUIRING PLAYERS

5.1. ADDING A PLAYER TO ROSTER

A Team may add a Player to its Roster through one of the following mechanisms:

- [5.2 Distribution Process](#)
- [5.3 NWSL Draft](#)
- [5.3.6 Trade](#)
- [5.3.7 Discovery](#)
- [5.4 Waiver Wire](#)
- [5.5 National Team Replacement Player](#)
- [5.6 45-Day Injury/Illness Replacement Player](#)
- [5.7 Season Ending Injury/Illness Replacement Player](#)
- [5.8 Goalkeeper Replacement Player](#)
- [5.9 Free Agency](#)
- [5.10 U18 Entry List](#)

5.1.1. MECHANISM COMPLIANCE

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 limits and guidelines.

5.2. DISTRIBUTION PROCESS

5.2.1. PURPOSE AND INTENT

The intent of the Distribution Process is to provide an equitable mechanism for distributing the rights to certain Individuals in the USWNT Player Pool to Teams in the NWSL, referred to as a distribution-eligible individuals.

5.2.2. DISTRIBUTION PROCESS

Teams will be provided the opportunity to select distribution-eligible individuals on a rolling basis, in accordance with the following processes:

1. Distribution-eligible individuals will be made available for selection by Teams after the NWSL is notified that a distribution-eligible individual is available for distribution, except after the Roster Freeze Date, in which case the distribution-eligible individual will not be available for selection until after the completion of the then current season, on a date to be determined by the NWSL.
2. If one (1) distribution-eligible individual is available for selection by Teams via the Distribution Process, the NWSL will provide formal notice to all Teams via email. Interested Teams will be required to respond via email by the deadline set by the League. Rights of the distribution-eligible individual will be awarded to the Team that selects the

distribution-eligible individual, except if more than one (1) Team requests the distribution-eligible individual, in which case the Team with the highest place in the distribution ranking order will be awarded the Rights to the distribution-eligible individual.

3. If more than one distribution-eligible individual is made available for selection by the Teams, a “Special Distribution Draft” will be held, in accordance with the following rules:
 - The NWSL will provide Teams with a date and time on which the Special Distribution Draft will be conducted.
 - Teams will be permitted to select distribution-eligible individuals following the Distribution Ranking Order.
 - Teams may choose to not make any selections in the Special Distribution Draft.
 - Teams are permitted to trade their Distribution Ranking to another Team prior to and during the Special Distribution Draft.
 - Teams are permitted to select an unlimited number of Distribution-Eligible Individuals in each Special Distribution Draft.
 - In the event a distribution-eligible individual is not selected by any Team in the Special Distribution Draft, the Individual will be Discovery Eligible to all Teams at 11:00 am ET on the next business day after the Special Distribution Draft.

Teams who select a distribution-eligible individual, but do not sign the distribution-eligible individual to an SPA, will retain the distribution-eligible individual’s rights for a period of time as determined by the League.

5.2.3. DISTRIBUTION RANKING ORDER

The Distribution Ranking Order is the mechanism used to determine which Team has first priority to select a distribution-eligible individual.

1. The Distribution Ranking Order will be determined by the reverse order of finish of the most recently completed NWSL regular season, taking the championship match into account. Specifically, the last ranking will go to the winner of the NWSL Championship, the runner-up will be second to last, and the 1st ranking will be provided to the Team with the lowest position in the NWSL table. Expansion Team(s) will be placed in the Distribution Ranking Order as determined by the NWSL Board of Governors (as recommended by the Competition Committee).
2. Once a Team uses its Distribution Ranking to select a distribution-eligible individual, it will drop to the bottom of the Distribution Ranking Order.
3. Teams may trade their Distribution Ranking, provided part of the compensation received in return is the other Team’s Distribution Ranking. Each Team is always assigned one Distribution Ranking.
4. The Distribution Ranking Order will reset on the day following the NWSL Championship, as per the methodology described in number (1).

5. Until the conclusion of the then current season, each Team's Distribution Ranking can only be adjusted through one of the following mechanisms:

- By acquiring a distribution-eligible individual via the Distribution Process.
- Through a trade with another Team.

5.3. NWSL DRAFT (Updated to match CBA, Jan 2023)

5.3.1. REGISTERING FOR THE NWSL DRAFT

Individuals must be registered by the date set forth by the League to be eligible for the NWSL Draft. If an Individual is eligible and does not register, that Individual will not be able to be on the Roster of a Team until the day following the NWSL Championship, at which point the Individual will become Discovery Eligible.

5.3.2. 2023 NWSL DRAFT ELIGIBILITY

In order to be eligible for the NWSL Draft, an Individual must:

- Be a citizen or permanent resident of the United States; or
- Be a foreign national who is currently or was enrolled at a college / university in the United States during the 2022-23 academic year; or
- Be an Individual who has exhausted, lost, or renounced their remaining collegiate eligibility during the 2022 calendar year, including high school graduates choosing to forego college eligibility; and
- Turn at least 18-years old on or before December 31, 2022; and
- Not be under a current professional contract, nor have previously signed a contract to play soccer professionally; and
- Register for the NWSL Draft by the registration deadline.

5.3.2.1. ELIGIBILITY FOR ONLY ONE NWSL DRAFT

An Individual may only register and participate in one NWSL Draft. If an Individual enters the draft and withdraws prior to the NWSL Draft, they may enter a future NWSL Draft; however, if a Player registers for the NWSL Draft and goes undrafted, they are not eligible to re-enter future NWSL Drafts and will enter the League via Discovery.

5.3.2.2. NWSL DRAFT ORDER

The draft order will be determined by the reverse order of finish of the most recently completed NWSL regular season, taking the Championship match into account. Specifically, the last ranking will go to the winner of the NWSL Championship, second to last ranking to the Championship runner-up and the 1st ranking will be provided to the Team with the lowest position in the NWSL table.

5.3.2.3. PLACEMENT OF EXPANSION TEAMS

Expansion Team(s) will be placed in the draft order as determined by the NWSL Board of Governors (as recommended by the Competition Committee).

5.3.2.4. DETERMINATION OF DRAFT ORDER

On an agreed upon day after the NWSL Championship and prior to the NWSL Draft, the League will confirm all conditional picks and set the draft order.

5.3.3. COLLEGE SIGNING WINDOW AND COLLEGE PROTECTED LIST

5.3.3.1. SIGNING WINDOW

A Team will have an exclusive Signing Window for a Player that it drafts during the NWSL Draft. The Signing Window is sixty (60) days and begins on the first day the Player reports for training. During the Signing Window, a Team must offer the player an SPA, trade the Player's rights to another Team, or waive the Player's rights.

5.3.3.1.1. RESET OF THE SIGNING WINDOW

If a player is unable to participate in training for more than ten (10) consecutive days during the Signing Window, the Signing Window will reset beginning with the first day the player is able to participate in training.

5.3.3.1.2. SIGNING WINDOW AND COLLEGE PROTECTED LIST

The Team holding a Signing Window with a Player will have that Player on its College Protected List for the duration of the Signing Window.

5.3.3.2. ASSETS OF THE TEAM

The rights to any players selected in the NWSL Draft shall be assigned to the drafting Team's College Protected List immediately following the Draft. Rights to Players on a Team's College Protected List are assets of the Team and may be kept, waived or traded, at the Team's discretion. If waived, and not picked up off the Waiver Wire by another Team, the Player becomes Discovery Eligible.

5.3.3.3. PRESEASON REQUIREMENT

A drafted Player shall be invited to participate in NWSL preseason training by the Team that drafted her in the season immediately following the Draft in which they were selected.

5.3.3.4. STANDARD PLAYER AGREEMENT

A Player on a drafting Team's College Protected List is not on the Team's Roster and may not play for the Team unless and until they are offered and signs a SPA.

5.3.3.4.1. DRAFTED PLAYER ADDED TO ROSTER

If a Player is drafted by a Team in the Draft and the Team wants to add that Player to its Roster, the League will attempt to sign the Player to a SPA. There is no guarantee that a drafted Player will be offered or will agree to sign a SPA with NWSL. Once a drafted Player signs a SPA, the Player moves to the Team's Roster and does not return to the Team's College Protected List.

5.3.3.4.2. DRAFTED PLAYER NOT OFFERED SPA

If a drafted Player is not offered a SPA, they will remain on the drafting Team's College Protected List through the Signing Window unless sooner waived or traded.

5.3.3.4.3. SPA OFFERED DURING THE PROTECTED PERIOD

If a Player is offered a SPA during the Protected Period but does not sign it or is offered an invitation to training and chooses not to report, they shall remain on the drafting Team's College Protected List until the shorter of (a) January 30 of the third year following the NWSL Draft, or (b) the term (including any option years) of the SPA offered by the Team to the Player.

5.3.3.4.4. SPA NOT OFFERED DURING THE PROTECTED PERIOD

If the Player chooses to sign with a non-NWSL team prior to the Team offering an SPA to the player, the Team will retain the rights of players until January 30 of the third year following the NWSL Draft.

5.3.4. END OF PROTECTED PERIOD-WAIVE WIRE

A Player will be placed on the Waiver Wire at the direction of the Team holding the Player's College Protected Rights so long as the Player is not at the end of a Signing Window that requires they become Discovery Eligible.

If a Team claims a Player's college protected rights from the waiver wire who has (a) never signed a professional contract, and (b) was selected by another Team in any NWSL Draft, the Team will have a Signing Window that begins on the date the player reports to the Team.

5.3.5. UNDRAFTED INDIVIDUALS

An Individual who is eligible and registers for the NWSL Draft and is undrafted becomes Discovery Eligible on the day following the conclusion of the Draft.⁸

⁸ Per NCAA legislation, undrafted Individuals may return to school and retain their collegiate eligibility if they notify their institution's Director of Athletics within seventy-two (72) hours following the Draft.

5.3.6. TRADES

Players may be acquired in trades with League approval during approved trade windows. All trades shall be submitted to the League on an official Trade Agreement Form (Exhibit E).

5.3.6.1. TRADE APPROVAL AND RESTRICTIONS

All Player trades are subject to League approval and to Salary Cap and Roster requirements. Player trades cannot be made for finite periods (i.e., Players may not be “loaned” by one Team to another), nor may a Team structure a trade such that a Player may not play against their previous Team.

5.3.6.2. PHYSICAL CONDITION OF TRADED PLAYER

Trades 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.

5.3.6.3. TEAM ASSUMPTION OF PLAYER’S SPA TERMS

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 may not be voided if a Player fails to report to their new Team.

5.3.6.3.1. REQUIREMENT OF BONA FIDE CONSIDERATION

Bona fide consideration (e.g., an exchange of Players, Rights, future Draft choices, Allocation Money, International Roster spots) is required in each trade 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 additional League Seasons.

5.3.6.3.2. LEAGUE CONSULTING ON TRADES

The League should be consulted early in trade discussions so that Player salaries and other SPA provisions can be confirmed, Team Salary Cap impacts can be determined, any draft positions to be traded can be confirmed, Allocation Money can be deposited and any other matters, including the Players’ physical condition, can be discussed.

5.3.6.3.3. TEAM RESPONSE REGARDING PLAYER MEDICAL INFORMATION

Teams must respond fully to all inquiries in anticipation of a trade 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, as set forth below under “Binding Agreement and Approval.” 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.

5.3.6.3.4. TEAM RESPONSIBILITY FOR RELOCATION EXPENSES

Please reference Section 3.1.6.5.1 and Section 3.1.6.5.2 for requirements of Player Relocation after a trade.

5.3.6.4. BINDING AGREEMENT AND APPROVAL

A trade 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 is final, except where, in the opinion of the League, egregious conduct has occurred on the part of a Team involved in a trade that was not known at the time the trade was approved.

5.3.6.4.1. LEAGUE DENIAL OF TRADE

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

5.3.6.4.2. OPPORTUNITY TO AMEND AND RESUBMITTAL

If a trade is denied by the League, Teams will have the opportunity to amend the language in the Trade Agreement Form and resubmit to the League.

5.3.6.5. TRADES OF DISCOVERY PLAYERS

Teams may not trade Discovery Players.

5.3.6.6. TRADES OF DISCOVERY SPOTS

Teams may not trade Discovery Player spots.

5.3.6.7. TRADES FOR INTERNATIONAL ROSTER SPOTS

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 additional League Seasons.

5.3.6.8. TRADES FOR NWSL DRAFT PICKS

Teams are permitted to trade selections for the upcoming or current NWSL Draft, and the next three (3) NWSL Drafts.

5.3.6.9. TRADES FOR DISTRIBUTION DRAFT RANKING SPOT

Teams may trade their Distribution Ranking Spot, provided part of the compensation received in return is the other Team's Distribution Ranking Spot.

5.3.6.10. TRADES FOR ALLOCATION MONEY

Teams are permitted to trade Allocation Money for the current League Season, (or the upcoming League Season if it is currently the Offseason) and the next three (3) League Seasons.

5.3.6.11. TRADE WINDOWS

Trades that include a Player or Rights may only take place during the Off-Season or during the FIFA transfer windows for women's soccer specified in the United States.

5.3.7. DISCOVERY

Discovery is the mechanism by which Teams secure the exclusive right within the NWSL to negotiate the terms of an SPA with an Individual on behalf of the League. The intent of the rule is to facilitate the signing of Discovery Players to SPAs with the NWSL.

5.3.7.1. NWSL RIGHTS TO REJECT OR NULLIFY

The NWSL reserves the right to reject any Discovery Player Request or to nullify the rights any Team may have to a Discovery Player in the event it determines, in its sole discretion, that a Team is acting in a manner inconsistent with the intent of this rule, or if future rule changes necessitate the removal of the Discovery Player from a Team Discovery List.

5.3.7.2. PLACEMENT ON DISCOVERY LIST PRIOR TO COMMUNICATION

An Individual must be placed on a Team's Discovery List prior to any communication with the Individual.

5.3.7.3. CONTACT AND NOTIFICATION REQUIREMENTS

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, which must be submitted to the League upon its request.

5.3.7.4. PLACEMENT ON DISCOVERY LIST

A Team may place an Individual on its Discovery List prior to contacting the Individual's Club, so long as the required procedure is followed, as detailed above, before contacting or communicating with the Individual.

5.3.7.5. DISCOVERY LIST

5.3.7.5.1. MAXIMUM LIMIT OF DISCOVERY PLAYERS

Teams may have a maximum of seven (7) Discovery Players, including any combination of domestic and international players, on their Discovery List at any time.

5.3.7.5.2. REMOVAL FROM DISCOVERY LIST

Teams may remove a Discovery Player from their Discovery List at any time by submitting a request via email to the NWSL. Once removed, the Individual immediately becomes Discovery Eligible by all Teams.

Discovery Players will be removed from a Team's Discovery List under any the following conditions:

1. The Discovery Player and NWSL fully execute an SPA;
2. Another Team wins a Competing Discovery Request for the Discovery Player;
3. A Team notifies the League that it would like to remove the Discovery Player from its Discovery List.; or
4. The League determines, in its sole discretion, that the Team is acting in a manner inconsistent with the intent of this rule, or if future rule changes necessitate the removal of the Discovery Player from a Team Discovery List.

5.3.7.5.3. ADDITION OF DISCOVERY ELIGIBLE INDIVIDUALS

Teams may add Discovery Eligible Individuals to their Discovery Lists at any time. Discovery Lists are perpetual; they do not reset at any time, subject to the Competing Discovery Request procedure.

5.3.7.5.4. DISTRIBUTION OF DISCOVERY LIST

The League will maintain an internally published Discovery List to Teams that does not identify which Team holds an Individual's Discovery Rights and will provide the NWSLPA with the Discovery List on at least a monthly basis.

5.3.7.5.5. ELIGIBILITY

Individuals are Discovery Eligible and may be added to a Team's Discovery List if they meet the following criteria:

1. The Individual does not currently have a valid SPA with the NWSL;
2. The Individual does not have their Rights controlled by a Team;
3. The Individual is not eligible for a current or future NWSL Draft, as determined by the NWSL
4. The Individual is at least 17 years of age; and
5. The Individual is not in the USWNT Player Pool.

5.3.7.5.5.1. ACCEPTANCE OF TRANSFER FEE IN CONJUNCTION WITH TRANSFER OF PLAYER

If a Team accepts a transfer fee in conjunction with the transfer of a Player to a Club, that Team is prohibited from adding that Individual to their Discovery List until twelve (12) months have elapsed from the date of the executed Transfer Agreement.

5.3.7.5.5.2. EXPIRATION OF A LOAN

For a period of twenty-four (24) hours after the expiration of a loan, the Player loaned to a Team by a Club will be Discovery Eligible exclusively by that Team.

5.3.7.6. DISCOVERY REQUEST PROCESS

5.3.7.6.1. DISCOVERY ELIGIBLE REQUIREMENT

An Individual must be Discovery Eligible at the time a Team submits a Discovery Player Request Form to the League. If a Discovery Player Request Form is submitted “in advance” or otherwise prior to the Individual being Discovery Eligible, the Discovery Request will be rejected.

5.3.7.6.2. SPACE ON DISCOVERY LIST

A Team must have and maintain space on its Discovery List for the Individual from the time the Discovery Player Request Form is submitted until such time it is approved (in which case the Individual will occupy the open space of the Discovery List), rejected, or withdrawn.

5.3.7.6.3. ADDITION OF INDIVIDUALS TO TEAM DISCOVERY LIST

To add an Individual to a Team’s Discovery List, the Team must complete a Discovery Player Request Form and submit it to the NWSL for consideration.

5.3.7.6.4. LEAGUE CONSIDERATION OF DISCOVERY REQUEST

The NWSL will consider Discovery Requests in the order received, with the Team submitting the Discovery Player Request Form first (based on the exact date and time the Discovery Player Request Form was received via email by the NWSL) receiving priority. In the event two or more Discovery Requests are submitted simultaneously, the NWSL will consider the request of the Team with the highest Discovery Ranking, and the other Discovery Request will be rejected. The Team with the highest Discovery Ranking will then be moved to the lowest spot in the Discovery Ranking.

5.3.7.6.5. LEAGUE APPROVAL OR REJECTION OF DISCOVERY REQUEST

Based on the criteria described above in Section 5.3.7.4 the NWSL will approve or reject the Discovery Request.

1. If the Individual is not Discovery Eligible, the Discovery Request will be rejected, and the Team will be provided the rationale employed by the NWSL for rejecting the Discovery Request.
2. If the Individual is Discovery Eligible, the Discovery Request will be approved, and the Individual will be added to the Team's Discovery List.
3. If the Individual is already on another Team's Discovery List, but the Discovery Request was made within the Exclusive Period, the following steps will be taken:
 - The NWSL will reject the Discovery Request;
 - The NWSL will inform the Team that the Individual is already on the Discovery List of another Team (without identifying which Team); and
 - Inform the Team of the date the Exclusive Period ends.
4. Individual is already on another Team's Discovery List, and the Discovery Request was submitted after the Exclusive Period has expired, the following steps will be taken:
 - The NWSL will reject the Discovery Request;
 - The NWSL will inform the Team that the Individual is already on the Discovery List of another Team (without identifying which Team); and
 - If the Team wishes to initiate a Competing Discovery Request it will resubmit the Discovery Request Form on the following business day, indicating the Competing Discovery Request.

5.3.7.6.6. EXCLUSIVE PERIOD TO SUBMIT A PAF

If the Discovery Player Request is approved, beginning the day after the Individual is approved and added to a Team's Discovery List, the Team will have an Exclusive Period to submit a PAF to the NWSL (and transfer or loan documents, if applicable) before other Teams are permitted to initiate a Competing Discovery Request for the Discovery Player.

5.3.7.6.7. LEAGUE ACTIONS AFTER RECEIPT OF PAF

The NWSL will take the following actions after receiving a PAF from the Team:

1. Determine whether the offer is bona fide. If the offer is not deemed bona fide it will be rejected.
2. Establish the current contract status of the Discovery Player, with assistance from the Team submitting the PAF.
3. Issue an SPA to the Discovery Player if one of the following conditions is true:
 - The Discovery Player is currently out of contract;
 - The Discovery Player is under a contract with a Club that will expire within six months; or
 - The Discovery Player is under contract with a Club and the term of that contract does not expire within six months, but the Team can provide written proof that it has permission from the Club to engage in contract discussions with the Discovery Player, and provide transfer or loan documents.

4. If the PAF is submitted after the Roster Compliance Date, the Team attempting to sign the Discovery Player to an SPA must notify the League of the measures it will take to remain Roster compliant, if any such moves are necessary.

5.3.7.6.8. FAILURE TO FULLY EXECUTE AN SPA

If the Discovery Player and NWSL do not fully execute an SPA that was issued pursuant to one of the scenarios described above, after 30 days the SPA offer will be rescinded, and the Discovery Player remains on the Team's Discovery List.

5.3.7.6.9. LEAGUE DETERMINATION TO NOT ISSUE AN SPA

If after receiving a PAF from the Team, the League determines the Discovery Player may not be issued an SPA, the Discovery Player will remain on the Discovery List of the Team (e.g., Discovery Player has more than six (6) months remaining on their contract and their current Club does not agree to transfer the Discovery Player).

5.3.7.7. COMPETING DISCOVERY REQUEST PROCESS

Once the Exclusive Period for a Discovery Player has expired, other Teams may initiate a Competing Discovery Request.

5.3.7.7.1. LIMIT OF COMPETING DISCOVERY REQUESTS IN CALENDAR YEAR

Each Team is limited to initiating a total of five (5) Competing Discovery Requests per calendar year. If a Competing Discovery Request is made such that its Exclusive Period extends into the following calendar year, it shall only count against the Team's permitted Competing Discovery Requests for the calendar year in which it was first initiated.

5.3.7.7.1.1. UNLIMITED COMPETING DISCOVERY REQUESTS FOR DISCOVERY PLAYERS

There is no limit to the number of Competing Discovery Requests for a specific Discovery Player (i.e., multiple teams may issue Competing Discovery Requests for the same Discovery Player).

5.3.7.7.2. COMPETING TEAM REQUEST FORM

When the NWSL receives a Discovery Player Request from a Team (the "Competing Team") for a Discovery Player who is already on the Discovery List of a Team (the "Original Team") for which the Exclusive Period has expired, the NWSL will require the Competing Team to indicate its choice in writing by the deadline required by the League with their choice of either (a) withdrawing its Discovery Request, or (b) initiating a Competing Discovery Request.

5.3.7.7.2.1. INITIATING A COMPETING DISCOVERY REQUEST

Should a Team inform the NWSL that it wishes to initiate a Competing Discovery Request, the Team shall be deemed to have used one (1) of their five (5) permitted Competing Discovery Requests for the current NWSL Season.

5.3.7.7.3. ALLOCATION MONEY REQUIREMENT TO INITIATE A COMPETING DISCOVERY REQUEST

Teams wishing to initiate a Competing Discovery Request must have \$25,000 in Allocation Money that shall remain unencumbered throughout the duration of the Competing Exclusive Period. If the Competing Team does not satisfy this requirement within three (3) business days after initiating the Competing Discovery Request, the Competing Discovery Request will be rejected, but it will still count as one (1) of the Team's five (5) permitted Competing Discovery Requests for the current calendar year.

5.3.7.7.3.1. REQUIREMENT TO MAINTAIN SPACE ON DISCOVERY LIST

If a Competing Discovery Request is initiated, the Competing Team must maintain space on its Discovery List until it withdraws its request, the Competing Exclusive Period expires, or the Discovery Player executes an SPA with the NWSL (in which case the Discovery Player will be automatically removed from the Competing Team's Discovery List).

5.3.7.7.4. LEAGUE NOTIFICATION TO ORIGINAL TEAM

The NWSL will notify the Original Team of the Competing Discovery Request within 24 hours of receipt and will provide the Original Team with the name of the Competing Team.

5.3.7.7.4.1. ORIGINAL TEAM COMPETING EXCLUSIVE PERIOD

The Original Team will have an Original Team Exclusive Period — beginning the day after it is notified by the NWSL of the Competing Discovery Request — to take one of the following actions:

1. Finalize (either execute or reach an agreement in principle) an SPA (and transfer or loan documents, if applicable) by the end of the Original Team Exclusive Period with a start date no later than the last day of the current registration window, or the next registration window if a window is not currently open. If an SPA is finalized, the Competing Discovery Request shall be rejected.
2. Relinquish the exclusive negotiating rights for the Discovery Player to the Competing Team. The Original Team will be permitted to negotiate for additional compensation in exchange for its agreement to forego its Original Team Exclusive Period.

5.3.7.7.4.2. ORIGINAL TEAM FAILURE TO EXECUTE ACTIONS

If the Original Team does not successfully execute one of the options described above in Section 5.3.7.6.4., then at the end of the Original Team Exclusive Period, the Competing Team will be granted a Competing Exclusive Period to negotiate with the Discovery Player on behalf of the League. In return, the Original Team will receive \$25,000 in Allocation Money (or another asset or assets as mutually agreed upon in writing by the Original Team and Competing Team and approved by the NWSL) from the Competing Team, immediately due and payable only in the event the Competing Team successfully finalizes an SPA between the Discovery Player and the NWSL. The Competing Team is not required to agree to any amount greater than \$25,000 in Allocation Money.

5.3.7.8. COMPETING TEAM TO FINALIZE AN SPA

The Competing Team must finalize (either execute or reach an agreement in principle) an SPA (and transfer or loan documents, if applicable) prior to the expiration of the Competing Team Exclusive Period.

5.3.7.8.1. COMPETING TEAM FAILURE TO FINALIZE AN SPA

If the Competing Team does not finalize an SPA on or before the expiration of the Competing Exclusive Period, the Competing Discovery Request shall expire, and all rights to the Discovery Player remain with the Original Team.

5.3.7.9. COMPETING DISCOVERY REQUEST AND COLLEGIATE ELIGIBILITY

A Competing Discovery Request may not be initiated for a Discovery Player who has returned to school to continue their collegiate eligibility, until the day following the conclusion of their collegiate career.

5.3.8. DISCOVERY RANKING

The Discovery Ranking is determined by the reverse order of finish of the prior NWSL regular season, taking the Championship match into account. Specifically, the last ranking will go to the winner of the NWSL Championship game, the runner-up of the NWSL Championship game will be second to last, and the 1st ranking will be provided to the Team with the lowest position in the NWSL table. Expansion Team(s) will be placed in the Discovery Ranking as determined by the NWSL Board of Governors (as recommended by the Competition Committee).

In the event that a Team initiates a Competing Discovery Request and is granted a Competing Exclusive Period, the Team will move to the lowest ranking in the Discovery Ranking. In the event two or more Discovery Player Requests are submitted simultaneously, the Team that is given priority will move to the lowest spot in the Discovery Ranking. For clarity, a Team will not move to the bottom of the Discovery Ranking if it submits a Discovery Request for an Individual and that Individual is placed on the Team's Discovery List without the use of the Discovery Ranking.

5.3.8.1. PUBLICATION AND CONFIDENTIALITY

The NWSL will publish a revised Discovery Ranking each time the rankings change, that is accessible by all Teams.

The Discovery Ranking is confidential and may not be disseminated or discussed with any person that is not an employee, contractor, or otherwise directly affiliated with the NWSL or one of its Teams without prior written approval of the Commissioner.

5.3.9. NWSL DRAFT/ DRAFT-ELIGIBLE INDIVIDUALS

Beginning with the day following the NWSL Draft, Teams may add Individuals to their Discovery List who were registered for the NWSL Draft but were not selected by a Team. The NWSL will communicate the specific date and time Teams may submit Discovery Requests for those Individuals.

5.3.9.1. DRAFT-ELIGIBLE INDIVIDUALS

Individuals who were eligible to register in the NWSL Draft in the upcoming or current calendar year, but instead elected to sign a professional contract with a Club, are not Discovery Eligible until the day following the NWSL Championship that takes place during the year they were eligible to register for the NWSL Draft⁹.

5.4. WAIVER WIRE

Players may be added to a Team's Roster from the Waiver Wire, which is distributed by the League via e-mail, as referenced in Section 6.2. A Team may not claim a Player it waived in the same Waiver Wire.

5.4.1. CLAIM OF MULTIPLE PLAYERS

A Team claiming multiple Players off the Waiver Wire must submit the list of Players in prioritized order (high to low) to assist in potential tie-breaking scenarios.

5.4.2. WAIVER WIRE/ SPA, PAF

A Team claiming a Player off the Waiver Wire assumes the Player's existing SPA but may attempt to renegotiate. If the Player does not have a current SPA, the Team claiming the Player's Rights must submit a PAF within fourteen (14) days or the Player will be Discovery Eligible.

If a Team claims only the Rights of a Player and that Player is currently under contract in another league and not within six (6) months of the end of their contract, the fourteen (14)-day window will begin once the Player is within six (6) months of the end of their current contract.

⁹ Example: an Individual is a student-athlete in 2022/2023, and elects to sign a professional contract with a Club in June 2023 rather than enter the 2023 or 2024 NWSL Draft. That Individual is not Discovery Eligible until the day after the 2024 NWSL Championship and is ineligible to play in the 2023 and 2024 NWSL League Seasons.

5.5. NATIONAL TEAM REPLACEMENT PLAYER

If a Player is called up for national team duty, a Team may add a National Team Replacement Player to count toward the 22-Player Roster minimum.

5.5.1. NATIONAL TEAM REPLACEMENT PLAYER SALARY

The National Team Replacement Player's salary shall be the League minimum and will not count against the Team's Salary Cap.

5.5.2. NATIONAL TEAM REPLACEMENT PLAYER SIGNING PROCESS

A PAF (Exhibit P) must be submitted, and National Team Replacement Player will sign an SPA. They must be registered as a professional player with USSF.

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 Player's participation in League-sanctioned competition with the Team.

- The salary provided for the National Team Replacement Player must be the League Minimum Salary.
- The Player must be a Domestic Player.
- The Player must complete an entrance physical and pass an exit physical.
- The Player will remain under contract for the period of time the national team Player is unavailable. Upon such time that the national team Player is no longer with their respective national team and can return to play, the contract for the Player will be released.
- The National Team Replacement Player will not enter the League through Discovery and will not exit the League through the Waiver Wire, unless the Team keeps the National Team Replacement Player on its Roster past the permissible date (See Exhibit R). Should the Team who has the National Team Replacement Player on its Roster be interested in submitting a Discovery Request for the National Team Replacement Player, it may do so while the Player is under contract as a National Team Replacement Player. If the Player does not remain on the Roster of the Team, they become Discovery Eligible the day after the Player is released from their SPA.
- If a Team wishes to keep a National Team Replacement Player on its Roster following the return of Players from national team duty, the Team must notify the League in writing. The Team is not required to Discover the Player for them to remain on the Team's Roster.

5.5.3. NATIONAL TEAM REPLACEMENT PLAYERS RELEASE

National Team Replacement Players must be released when the national team Players are back to full participation with the Team. This includes goalkeepers called up for national team duty. If a National Team Replacement Player is kept on the Roster after the return of national team Players, the National Team Replacement Player will count against the Team's Roster and Salary Cap beginning on the day the national team Players return. Additionally, if a National Team Replacement Player stays on the Roster after the return of national team Players, they will be released via Waiver Wire and receive full benefits upon their release, such as severance and COBRA (See Exhibit R).

5.6. 45-DAY INJURY/ILLNESS LIST

5.6.1. TEAM CMO/TEAM PHYSICIAN ASSESSMENT

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.

5.6.2. TEAM CMO/TEAM PHYSICIAN LETTER TO LEAGUE

To place a player on the 45-Day IL, the Team must submit the Injury/Illness Request Form 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.

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 I), for a Player to be placed on the 45 Day IL.

Where the League determine (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 season, the Player may be placed on the 45-Day IL.

5.6.3. IN-SEASON REQUIREMENT AND LENGTH

A Player may only be on the 45-Day IL during the League Season. 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.

5.6.4. ROSTER RELIEF FOR PLAYER ON 45-DAY INJURY/ILLNESS LIST

A Team will be provided Roster relief for a Player on the 45-Day IL and will be able to sign a 45-Day IL Replacement Player but will not receive Salary Cap relief for the Player.

5.6.5. SALARY CAP COMPLIANCE

Any new Player signed to replace the injured Player must fit within the Team's Salary Cap.

5.6.6. ROSTER LIMITS COMPLIANCE

45-Day IL Replacement Players must be signed prior to the Roster Freeze Date. However, Injury List 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 IL following the Roster Freeze Date may be added to the Roster, but Teams must comply with the relevant Roster limits.

5.6.7. UNEXPECTED RECOVERY FROM 45 DAY INJURY/ILLNESS LIST

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 45day period.

5.6.8. 45-DAY INJURY/ILLNESS LIST REPLACEMENT PLAYERS

If a Team wishes to keep a 45-Day IL Replacement Player on its Roster following the return of an injured Player, the Team must notify the League in writing. The Team is not required to Discover the Player for them to remain on the Team's Roster. Such Player must meet Roster Compliance requirements.

5.6.9. RECOVERY FROM 45-DAY INJURY/ILLNESS LIST

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 I) indicating the date a Player is cleared for full activity and participation, regardless of the time of year.

5.7. SEASON ENDING INJURY/ILLNESS LIST

5.7.1. TEAM CMO/TEAM PHYSICIAN IN-PERSON INJURY ASSESSMENT

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.

5.7.2. TEAM CMO/TEAM PHYSICIAN LETTER TO LEAGUE

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 "date of injury". 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 I) for a Player to be placed on the SEI List. A Player may be listed on the SEI List retroactively to the "date of injury". 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.

5.7.3. SALARY CAP AND ROSTER RELIEF

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 Salary Cap relief and will be able to sign an SEI List Replacement Player. Teams will receive Salary Cap relief for each day the Player is on the SEI List, up to the full amount of the Player's salary or the League Maximum Salary, whichever is lowest. If the Player suffering the Season Ending Injury/Illness is an International Player, the Team may replace such Player with an International Player.

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 Salary Cap relief and Roster relief.

The Player ceases to accrue Salary Cap relief and Roster relief when they are cleared for participation by the Team CMO/Team Physician.

5.7.4. SEASON ENDING INJURY/ILLNESS LIST REPLACEMENT PLAYERS & ROSTER FREEZE DATE

In general, SEI Replacement Players must be signed prior to the Roster Freeze Date. However, SEI 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 SEI Replacement Player on its Roster following the return of an injured Players, the Team must notify the League in writing. The Team is not required to Discover the Player for them to remain on the Team's Roster. 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.

5.7.5. UNEXPECTED RECOVERY FROM SEASON-ENDING INJURIES

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 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.

A maximum of two (2) Players may return from the Season-Ending Injury List during each League Season.

5.7.6. CLEARANCE BY TEAM/CMO TEAM PHYSICIAN

In order to join the active Roster, Player must be cleared by the Team CMO/Team physician for full participation (even if after the Roster Freeze date).

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 5.7.5.

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.

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 I) indicating the date a Player is cleared for full activity and participation, regardless of the time of year.

5.7.7. MATERNITY LIST (Updated Feb 2023)

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.

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. A Player may be on the Maternity List at any point during the League Season.

5.7.7.1. ROSTER AND SALARY CAP RELIEF FOR MATERNITY LIST

In the event of such a determination, the League will provide the Team Roster relief and Salary Cap relief for the pregnant Player up to the full amount of the Player's salary or the League Maximum Salary, whichever is lowest. Teams will be able to sign a Maternity List Replacement Player. If the pregnant Player is an International Player, the Team may replace such Player with an International Player.

The pregnant Player ceases to accrue Roster and Salary Cap relief when they are cleared for participation by the Team physician.

5.7.7.2. PREGNANCY BENEFITS

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 the base 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.

5.7.7.3. NURSING

Upon a Player's request, 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;
2. access to refrigeration for breastmilk; and
3. reasonable opportunities or other breaks for the purpose of pumping breast milk.
It is understood that a bathroom is not an acceptable accommodation.

5.7.7.4. PARENTAL LEAVE

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.

5.7.7.5. DEPENDENT BENEFITS

See Section 3.1.6.3 for full dependent benefits.

5.8. GOALKEEPER REPLACEMENT

5.8.1. MINIMUM REQUIREMENT OF GOALKEEPERS ON ROSTER

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

5.8.2. INJURED GOALKEEPER OR AVAILABILITY

In the case of an injured goalkeeper, or a Team has less than two available goalkeepers, the Team must add a goalkeeper to its Roster until a 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.

Injured goalkeepers may be placed on the 45-Day IL or SEI List if applicable to receive the replacement benefits of those Sections above.

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 who shall not count against the Team's Salary Cap.

5.9. FREE AGENCY (Updated to match CBA, Feb 2023)

Free Agency status shall mean a Player's ability to select an NWSL 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 a Player's rights.

Once a Player receives Free Agency status, they remain a Free Agent in perpetuity. 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.

For any SPA entered into following with a Player who possesses free agency rights, option year(s) in such an SPA may include only mutual options that can only be exercised with the Player's consent.

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, or equalization or obligation of any kind to NWSL or to any Team.

Players who will become eligible for Free Agency in the next League Season may begin negotiating a new SPA after the Roster Freeze Date of the current League Season, but may not sign an SPA with a new Team until the End of Season Process Decision Date as outlined in the current League Season Competition Calendar.

5.9.1. RESTRICTED FREE AGENCY

Restricted Free Agency shall mean 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, but only after the Player's current Team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus and duration.

Once the Player's current Team receives written notice of the desired Team's offer, the current Team will have seven (7) days to match the qualified offer by submitting SPA terms to NWSL. If the current Teams matches the qualified offer within the seven (7) days, the current Team will have the right to retain the Player. If the Player's current 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.

5.9.2. SERVICE YEARS

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.

Commencing with the 2024 League Season, Free Agency is available for any Player whose SPA is expiring and who has at least five (5) NWSL Service Years.

Players who will become eligible for Free Agency commencing in the 2024 League Season may begin negotiating a new SPA after the Roster Freeze date of 2023 but may not sign an SPA with a new Team until December 5, 2023, as per the Competition Calendar (Exhibit B).

Commencing with the 2024 League Season, Restricted Free Agency is available for any Player whose SPA is expiring and who has at least three (3) NWSL Service Years.

Players who will become eligible for Restricted Free Agency commencing with the 2024 League Season may begin negotiating a new SPA after the Roster Freeze date of 2023 but may not sign an SPA with a new Team until December 5, 2023, as per the Competition Calendar (Exhibit B).

5.9.3. FREE AGENCY & RETIREMENT

If a Player has achieved Free Agency status, but retires during the Term of a Player's contract, and subsequently decides to unretire, the Player's previous Team will continue to hold such Player's rights through the end of the Term.

5.10. U18 ENTRY LIST (Updated Jan 2023)

See the NWSL U18 Entry List Rules & Guideline Schedules for details.

6. METHODS OF RELEASING PLAYERS

6.1. REMOVING A PLAYER FROM A ROSTER

A Team may remove a Player to its Roster through one of the following mechanisms:

1. 6.2 Waiver
2. 6.3 SPA Expiration
3. 6.4 Guaranteed SPA Buyout
4. 6.5 End of Season Process
5. 6.6 Player Elected Leave

6.1.1. MECHANISM COMPLIANCE

For a Team to remove a Player from its Roster, it must use one of the above mechanisms. Once it has been determined that a Player may be removed pursuant to one of the above mechanisms, it must then be determined if the Player's removal would be within the relevant Roster limits and guidelines.

6.2. WAIVER

Teams may waive Players based on performance at any time prior to the Roster Freeze date during the NWSL Season, subject to Guaranteed SPA restrictions. See Waiver Request Form (Exhibit G).

6.2.1. EXIT PHYSICAL REQUIREMENT

A Team wishing to waive a Player must first obtain a favorable medical examination of the Player an "exit physical" (Exhibit H), and then submit its Waiver Request Form to the League.

6.2.2. WAIVER OF A PLAYER ON A P-1 VISA

Once a Player on a P-1 visa has been waived and is not picked up by another Team in the League via the Waiver Wire, 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.

6.2.3. WAIVER WIRE

Provided the League approves a Player being placed on the Waiver Wire pursuant to the above, it will distribute a waiver notice to all Teams. A Team claiming a Player must notify the League of the measures it will take to remain Roster compliant, if any such moves are necessary. Notice must be received by the League from a Team claiming a waived Player within the "Waiver Claiming Period."

6.2.3.1. WAIVER CLAIMING PERIOD

The "Waiver Claiming Period" shall commence on the first business day (the "Waiver Period Commencement Date") the League gives notice to Teams and shall expire at the date and time as set forth by the League.

6.2.3.1.1. SPA INFORMATION OF WAIVED PLAYER

During the Waiver Claiming Period, a Team interested in submitting a claim for a Player may contact the League to learn of the Player's SPA information in order to make an informed claim. This information shall be treated as confidential and not to be shared.

6.2.3.2. CLAIM OF SAME PLAYER

If a Team claims a Player and no other Team claims the same Player during the Waiver Claiming Period, the Player shall be assigned to the claiming Team.

If more than one Team claims a Player during the Waiver Claiming Period, the Waiver Order Tie Breaker will be used.

6.2.3.3. WAIVER RANKING ORDER

The Waiver Order is determined by the reverse order of finish of the prior NWSL regular season, taking the Championship match into account. Specifically, the last ranking will go to the winner of the NWSL Championship game, the runner-up of the NWSL Championship game will be second to last, and the 1st ranking will be provided to the Team with the lowest position in the NWSL table. Expansion Team(s) will be placed in the Waiver Order as determined by the NWSL Board of Governors (as recommended by the Competition Committee).

Once a Team uses its Waiver Ranking to claim a Player, it will drop to the bottom of the Waiver Ranking Order.

6.3. SPA EXPIRATION

When a Player's SPA expires, if they do not possess Free Agency rights, the Player is processed through the End of Season Process to determine their future SPA status or Rights assignment.

6.4. BUYOUT OF GUARANTEED SPA

Teams will have the ability to buy out one (1) Guaranteed SPA per season with no impact to their Salary Cap from the point of the buyout.

Teams may buyout additional Guaranteed SPA(s) but the full amount of the buy-out will count against the Team's Salary Cap.

6.5. END OF SEASON PROCESS

After the conclusion of the season, Teams must decide which Players they no longer wish to retain and specify the action required to release or retain them based on their SPA status on the End of Season Process decision sheet.

Players who a Team does not wish to keep on its Roster for the following season will be submitted to the End of Season Waiver Wire and made available to all other Teams. A Player who is playing in NWSL via loan will not be included in the End of Season Process.

The following Players may be submitted through the End of Season Waiver Wire:

- Players with expiring contracts;
- Players with remaining option years that an existing Team does not wish to exercise;
- Players with a remaining Semi-Guaranteed SPAs who are being waived; and
- Players with a remaining Guaranteed SPAs who a Team seeks to waive.

In the case of all of these Players, even if selected by a new Team, the Player's previous Team will be responsible to continue to pay all contractual salary, bonuses, and Permitted Team Assistance through the end of the calendar year.

6.5.1. PLAYERS WITH EXPIRING CONTRACTS (NO OPTION)

If a Player with an expiring contract is not selected through the End of the Season Waiver Wire, the Player will become Discovery Eligible at the end of the term, subject to the Free Agency policy.

If a Player with an expiring contract is selected through the End of the Season Waiver Wire, the new Team has 14 days to submit a PAF for the upcoming calendar year or the Player becomes Discovery Eligible.

6.5.2. PLAYERS WITH REMAINING OPTION YEARS

If a Player with remaining option years is not selected through the End of the Season Waiver Wire, then the Player will become Discovery Eligible at the end of the calendar year, subject to the Free Agency policy,

If a Player with remaining option years is selected through the End of the Season Waiver Wire, then the Team selecting the Player may either (i) exercise the Player's option or (ii) has 14 days to submit a PAF for the upcoming calendar year or the Player becomes Discovery Eligible.

6.5.3. PLAYERS WITH A REMAINING SEMI GUARANTEED SPAS

If a Player with a remaining Semi-Guaranteed SPA is not selected through the End of the Season Waiver Wire, then the Player will become Discovery Eligible at the end of the calendar year, subject to the Free Agency policy,

If a Player with a remaining Semi-Guaranteed SPA is selected through the End of the Season Waiver Wire, then the Team selecting the Player may either (i) retain the Player under their current SPA or (ii) has 14 days to submit a PAF for the upcoming calendar year or the Player becomes Discovery Eligible.

6.5.4. PLAYERS WITH MULTI-YEAR GUARANTEED SPAS

If a Player with a remaining Guaranteed SPA is not selected through the End of the Season Waiver Wire, then the existing Team must retain the Player unless they buy-out the SPA,

If a Player with a remaining Guaranteed SPA is selected through the End of the Season Waiver Wire, then the Team selecting the Player must retain the Player under their current SPA.

6.5.5. END OF SEASON WAIVER WIRE COMMENCEMENT

The End of Season Waiver Wire shall commence on the first business day after the League delivers notice to Teams of its commencement and expires at the time and date as stated by the League.

6.6. PLAYER ELECTED LEAVE

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. The Player will receive compensation per the terms of the SPA for the services provided through and including the effective end date of their service prior to their leave of absence. Any remaining salary beyond the effective end date will not be charged to the Team's Salary Cap and the Player will cycle through the End of Season Process.

7. LOANS AND TRANSFERS

7.1. INBOUND LOANS AND TRANSFERS TO THE NWSL

All terms of any arrangements contemplated between a Team or any related party and a Player to be loaned or transferred to 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 on loan or transfer.

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.

7.1.1. RULES FOR INBOUND LOANS AND TRANSFERS OF PLAYERS TO NWSL

All inbound Loans and Transfer of Players to NWSL are subject to the following rules:

- The Loan Agreement or Transfer Agreement will be completed by the League with information provided by the Team requesting the loan or transfer. The League will send the Loan Agreement or Transfer Agreement to the Club from which the Player is being loaned or transferred.
- If a loan fee or transfer fee is part of the Agreement, it will be paid with Allocation Money.
- If a fee is included, the Team must include detailed rationale to justify the amount, when submitting the Loan Agreement or Transfer Agreement.
- The Team will submit a Player Agreement Form to the League.
- The Player must sign the SPA.
- A loaned Player must have an entrance and exit physical with the Team at the start and end of the loan period and a transferred Player must have an entrance physical.
- In order for the Player to compete, the Player's International Transfer Certificate (ITC) must be received by USSF. For a loan, the start date must begin during an open Registration Window. For a transfer, the transfer date can be prior to an open Registration Window, so long as the ITC is requested during an open Registration Window. (Exhibit B).
- Medical health benefits will be provided for the term of the loan or for a transferred Player.
- Workers' compensation benefits will be provided for the term of the loan or for a transferred Player.
- A P-1 visa will be processed by the League for International Players.
- International Players must have a social security number to receive compensation.

7.2. OUTBOUND LOANS AND TRANSFERS FROM NWSL

An NWSL Player may be loaned at any time to a club outside the League (subject to that Club's federation's transfer window), and subject to the consent of the Player. Upon loaning a Player, Clubs will receive Roster and Salary Cap relief, subject to the terms of the loan.

7.2.1. RULES FOR OUTBOUND LOANS OF PLAYERS FROM NWSL

All outbound Loans and Transfer of Players from NWSL are subject to the following rules:

- A Player may not be loaned for a period greater than the term of the Player's SPA.
- The Loan Agreement will be completed by the League with information provided by the Team.

- NWSL will send an Outgoing Loan Agreement to the club to which the Player is being loaned. See NWSL Outgoing Loan Agreement (Exhibit K).
- An exit physical must be conducted prior to the loan being approved.
- 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.
- NWSL workers' compensation does not apply while the Player is on loan to another team.
- NWSL will write into the Loan Agreement the club that is taking the Player on loan will be responsible for injury and guarantee their health.
- A Player on loan by NWSL may not be transferred or loaned to a third club without the written authorization of the League and the Player.
- A Player may not be waived while on loan to another league.
- 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.
- The Player will continue to receive at least equivalent compensation as provided in their NWSL SPA, with housing, vehicle and transportation into market determined in the negotiation with the non-NWSL club.
- A Player being loaned out may have their NWSL wages reduced or completely covered by the non-NWSL club for the duration of the loan period, but the Player's SPA must be made whole. Wages split between the Player's Team and foreign 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 wages being covered by the foreign club for the duration of the loan period (See Salary Cap Regulations).

7.2.2. OUTBOUND TRANSFER OF PLAYERS FROM NWSL

The League may transfer the services of any Player on a Team Roster, to a club outside of NWSL, except for those Players who are currently on loan to NWSL, in its discretion and with the Player's consent. A Team wishing to transfer a Player out of NWSL must negotiate a transfer fee on behalf of the League and provide detailed rationale for the amount (minimum \$2,500).

When transferring a Player out of the League, the Team may either retain the Player's Rights and forfeit 100% of the transfer fee to the League, or the Team may relinquish the Player's Rights and keep 85% of the transfer fee with 15% of the transfer fee going to the League.

8. RULES AND REGULATIONS

8.1. PLAYER REGISTRATION AND PARTICIPATION

All Players in the NWSL must be registered with USSF prior to participating in any competition and their ITC requested and received by USSF.

8.1.1. NON-NWSL AND/OR NON-TEAM EVENT

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

Player participation in a Team event not sanctioned by the League is voluntary and must be disclosed to the League. This includes any trip domestic or abroad when Players are representing a Team in an official capacity.

8.1.2. REGISTRATION MORATORIUM

In order for a Player to be eligible to participate in a Team's next game, the deadline to submit a PAF for a new SPA will be as follows:

- For any weekday game (Monday-Friday), the PAF 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).
- For Saturday and Sunday games, the PAF 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).

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, Roster and Salary Cap compliance, receipt of the Player's ITC, etc. must be met prior to a Player being eligible to play in a League Game.

8.1.3. OUT OF CONTRACT PLAYERS

A Player who is not under contract with another Club may be able to be registered outside the transfer windows, provided the Player was out of contract during NWSL's immediately previous registration window. A Player who has secured a release from an existing contract or whose contract has expired outside a NWSL registration window may not be transferred to the League unless or until the transfer window is open.

8.1.4. DRAFTED PLAYERS

Domestic Players selected in the NWSL Draft, may be signed and registered outside the transfer window, provided their ITC has not been transferred outside the U.S. With respect to International Players selected in the NWSL Draft, the Player's ITC may be subject to the Transfer Windows and may have potential work permit issues.

8.2. INTERNATIONAL TRANSFER WINDOW

The International Transfer Windows – the dates between which NWSL may request the ITC of a Player who last played in another national association – are detailed in the Competition Calendar (Exhibit B4)

8.3. CONDUCT ISSUES

8.3.1. INTERNAL TAMPERING RULES (Updated Feb 2023)

8.3.1.1. DEFINITION

Tampering means 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.

8.3.1.2. ANTI-TAMPERING: PLAYERS

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 Office that no other Team has priority rights over such Player – Teams should always check with the League Office regarding a Player’s priority rights). These anti-tampering rules apply to Discovery Players.

8.3.1.3. ANTI-TAMPERING: NON-PLAYERS

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:

- 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.
- 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.
- 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 reach out to the League Office for clarity.

8.3.1.4. INTERNAL TAMPERING PENALTIES

Penalties for tampering may include prohibition of the offending Team from hiring the person being tampered with, forfeiture or deferral of draft picks, and individual and/or Team fines as determined by the League.

8.3.1.5. TAMPERING AND EXPANSION TEAMS

After the League distributes the Protected/Unprotected List for an upcoming Expansion Draft, Expansion Team(s) may directly contact Players who are designated as “unprotected” without receiving permission from the Player’s current Team until the conclusion of the Expansion Draft. At all other times, the Expansion Team(s) must comply with the Internal Tampering Rule.

8.3.2. EXTERNAL TAMPERING RULES (Updated Feb 2023)

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.

8.3.2.1. PLACEMENT ON DISCOVERY LIST

A Team may place an Individual on its Discovery List prior to contacting the Individual’s Club, so long as the required procedure is followed, as detailed above.

8.3.2.2. EXTERNAL TAMPERING PENALTIES

Penalties for external tampering may include removing the Individual from a Team’s Discovery List, the prohibition of the offending Team to receive a Player’s Rights, fines, or forfeiture of Draft picks as determined by the League. Teams may also be subject to sanctions from the FIFA Disciplinary Council.

8.4. TRYOUTS

No tryouts may be conducted by a Team unless they are done pursuant to this Section. Names of all Trialists that are practicing with Teams throughout the season must be submitted to the League, per Section 3.1.6.7.

8.4.1. TRYOUT DEFINED

A tryout shall include any practice, participation, or training: (a) with any Trialists; and (b) under the direct or indirect supervision of a Team coach, trainer, or other member of a Team's management.

8.4.1.1. TRYOUT RESTRICTIONS

Teams may not try out a Player whose Rights are held by another Team without League approval. No Team may try out a Trialist under contract to a club outside NWSL without

the written approval of the League. Players with a current SPA may not participate in tryouts.

8.4.1.2. WAIVER OF LIABILITY REQUIREMENT

No Team may conduct a tryout with a Trialist unless they have executed a Waiver of Liability Agreement (Exhibit L).

8.5. PRESEASON

Teams may commence preseason training no earlier than the date set out in the Competition Calendar (Exhibit B). A training session shall include any mandatory practice, participation, or training: (a) with any Players under contract to NWSL; or (b) with any Individuals listed on the Team's preseason Roster under the direct or indirect supervision of an NWSL coach, trainer, or other member of a Team's management.

8.5.1. PRESEASON AND DISCOVERY REQUESTS

Any player that is in preseason training camp with a Team may not be discovered by another Team until they are released by that Team or a PAF with a bona fide offer accompanies the Discovery Request Form for the Player. Once a Discovery Request and PAF are submitted to the League, the Team who currently has the Player in preseason training camp has 24 hours to submit its own PAF to the League to sign the Player to an SPA.

8.5.2. PRESEASON PLAYER LIST

During preseason, Teams must submit a preseason list of up to 40 Player, 32 Player and 22-26 Player Rosters on the corresponding dates outlined in the Competition Calendar (Exhibit B4). This list is to include only those Players and Individuals who are currently participants in the camp. The list should be resubmitted weekly and denote all participants in camp, including entry and exit dates, as applicable, and must be on the League-provided form. (Preseason Roster Form – Exhibit N)

8.5.3. PARTICIPATION IN PRACTICE OR EXHIBITION GAMES

A Player or Trialist must be on an official NWSL preseason Roster to participate in Practice Games or Exhibition Games.

8.6. PRACTICE AND EXHIBITION GAMES DURING THE REGULAR SEASON

Teams may hold Practice Games and Exhibition Games during the regular season with prior notice to and approval from the League (See Operations). A Practice Game or Exhibition Game Roster must be submitted at least 48 hours in advance to the League for approval (Exhibit O) and may not exceed a maximum of 28 Players.

8.6.1. INDIVIDUALS IN PRACTICE & EXHIBITION GAMES

Teams will be allowed to use Individuals in Practice Games. Any Individual must sign a Release and Liability Waiver in advance, and if they are under 18, their parent or guardian must sign as well. Teams will be allowed to use Individuals in Exhibition Games involving a college/university

or NWSL opponent. Otherwise, only contracted Players may participate in Exhibition Games involving professional team opponents.

8.6.2. NWSL MEDICAL PROTOCOLS

All Individuals involved in a Practice Game or Exhibition Game must follow NWSL Medical Protocols.

8.7. OFFSEASON TRAINING (Updated Oct 2022)

Provided Teams are adhering to vacation day and preseason start date guidelines outlined in the CBA, Teams are permitted to manage their own facilities and environments during the Offseason, prioritizing Player health and wellbeing.

Technical staff may conduct organized training sessions, and Sports Performance staff may lead strength & conditioning workouts (or provide workouts thru Team Buildr). If organized training sessions are conducted, Teams must follow League's COVID protocol and report any positive tests to Hughie O'Malley. 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.

Teams may require off-season fitness training (e.g., through Team Buildr) be done outside of Team market.

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.

8.7.1. OFFSEASON VACATION PERIOD

The CBA requires 32 consecutive vacation days during the Offseason. No training may be permitted, and no fitness training or workouts may be required.

If a player requests to utilize a Team facility during this time, the NWSL Team must:

Alert NWSL of the Player name & request, NWSL will seek PA approval.

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.