MAJOR LEAGUE BASEBALL REGULATIONS



2025



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CONSISTENT WITH THE COMMISSIONER'S AUTHORITY UNDER ARTICLE III. SECTION 4 OF THE MAJOR LEAGUE CONSTITUTION, THE COMMISSIONER HEREBY PROMULGATES REGULATIONS 4-10 TO SUPPLEMENT THE MAJOR LEAGUE RULES. THE MAJOR LEAGUE BASIC AGREEMENT. AND MINOR LEAGUE BASIC AGREEMENT, AND TO PROVIDE GUIDANCE TO THE CLUBS IN THESE AREAS. TO THE EXTENT OF ANY CONFLICT **BETWEEN** THE **PROVISIONS** REGULATIONS AND THE PROVISIONS OF THE CURRENTLY EFFECTIVE MAJOR LEAGUE BASIC AGREEMENT, LEAGUE BASIC AGREEMENT, OR MAJOR LEAGUE RULES, THE BASIC AGREEMENTS AND/OR MAJOR LEAGUE RULES SHALL IN ALL RESPECTS CONTROL.

1. FACILITY STANDARDS

1-1 Sign Stealing and Pitch Identification

A. Definitions

- 1. "Club Personnel" means all persons employed by or acting at the direction of the Club, including Players, coaches, uniformed personnel, dugout staff, clubhouse staff, equipment staff or other individuals in the ballpark (including individuals in the stands, dugout or bullpen), as well as Club owners.
- "On-Field Club Personnel" means all Players, uniformed coaches, and other Club personnel who access the playing field, dugout or bullpen during the game.
- 3. "Electronic Devices" shall include, without limitation, video monitors, television monitors, cameras or any device that can capture video or audio (including in-stadium cameras), virtual reality goggles (or similar devices), radar tracking systems, motion detectors, the replay video system, computers, laptops, tablets, cell phones, smartphones and smart watches, walkie-talkies, or any electronic or wireless device capable of transmitting a signal or used for communication.
- 4. "Replay/Video Room" means any dedicated room or private area that shall be provided for a Club during the game to operate the replay video system and/or to log the game. Unless otherwise approved in advance by the Office of the Commissioner, each Club must provide a separate dedicated room or private area within or proximate to its Home and Visiting Clubhouse areas for each Club to conduct its

- respective video operations. After the commencement of the game and until the game has concluded, no one is permitted to enter or leave the Replay/Video Room except as expressly provided herein.
- **5. "Designated Replay/Video Room Operator"** means any individual identified by the Club, and approved by the Office of the Commissioner, who is authorized to access the Replay/Video Room during the game.
- **6. "Gameday Compliance Monitor"** means any representative of the Office of the Commissioner assigned to monitor each Club's Replay/ Video Room(s) and clubhouse areas for compliance with these Regulations.
- 7. "Signs" means the signals (e.g., flashing sequences with different numbers of fingers or the use of the PitchCom transmitter) used by the catcher to communicate pitch information to the pitcher or by the pitcher to communicate pitch information to the catcher, and any information relating to those signs, including sign sequence information, as well as any signals used by On-Field Club Personnel to convey information to a batter or defensive player.
- **8. "Pitch Information"** means any information about the type or location of an incoming pitch, or any cues of the pitcher that can help a batter identify information about a pitch (*e.g.*, "pitch tipping" information).
- **9. "Club Cameras"** means all cameras, video equipment, or motion-capture systems or equipment installed or utilized by the Club anywhere in its home stadium or in any stadium the Club visits.
- **10."Visual Enhancement Devices"** means any product, device, instrument, equipment, or technology intended to make distant objects appear magnified (*e.g.*, binoculars, telescopes, telescopic lens). Personalized prescription eyeglasses or contacts used for normal vision correction will not be considered "Visual Enhancement Devices."
- **B.** General Prohibition on Communication of Signs or Pitch Information During Games. During a game, no Club Personnel may communicate in any manner the opposing team's Signs or Pitch Information to a batter, baserunner or coach on the field. The only exception to this rule is that a baserunner or coach on the field who identifies an opposing Club's Signs or Pitch Information through his own unaided observation of the pitcher, catcher, or opposing team's dugout may communicate that information to the batter or another on-field coach. Prior to the first pitch of the game, there is no prohibition on Club

Personnel utilizing video from prior games to identify an opposing Club's Signs or Pitch Information, and communicating that information to other Club Personnel prior to the commencement of a game.

C. Prohibition on the Use of Electronic Devices or Visual Enhancement Devices to Steal or Communicate Signs or Pitch Information During Games. No Club Personnel may utilize Electronic Devices or Visual Enhancement Devices during the game to identify, communicate or relay the opposing Club's Signs or Pitch Information.

1-2 Use of Electronic Devices and Video During Games

- A. Use of Electronic Devices By Club Personnel During Games. During the game: (i) On-Field Club Personnel may not use or access any Electronic Devices anywhere in the stadium (including the clubhouse), exception of iPads and PitchCom devices Regulation 2-15), which are provided to the Club by the Office of the Commissioner with approved content and functionality, and any other device approved by the Office of the Commissioner for use by On-Field Club Personnel; and (ii) all other Club Personnel may not use or access any Electronic Devices in or proximate to the dugout, bullpens or on the playing field. Notwithstanding the foregoing, On-Field Club Personnel may use or access personal devices (i.e., personal cell phone, smart phone, or other similar device) in the clubhouse during the game, provided that: (i) such use may not be in or proximate to the dugouts, bullpens, or playing field; and (ii) use of such devices must be for personal use only (e.g., a time sensitive text message to a spouse, playing music) and may not be used for any competitive advantage (e.g., to access scouting information), to communicate with Club Personnel or to access any feed of the game. Representatives of the Office of the Commissioner will monitor the clubhouse, tunnels, bullpens, and auxiliary areas to ensure that these Regulations are enforced.
 - 1. Designated Replay/Video Room Operator. Designated Replay/Video Room Operators are prohibited from communicating with any person outside of the Replay/Video Room during the game except the manager or a coach in the dugout for the sole purposes of advising whether to challenge a play on the field, as described further in Section C.3. below; provided, however, that an occasional time-sensitive personal communication from a Designated Reply/ Video Room Operator to a member of his or her family or household (i.e., a time sensitive text message to a spouse) will not constitute a violation of this Regulation 1-2. A designated representative of the

- Office of the Commissioner will facilitate any other necessary communication on behalf of the Video Room Operator such as, for example, resolving a technology issue.
- 2. Certified Athletic Trainers and Club Doctors. Notwithstanding the foregoing, certified athletic trainers and Club doctors are permitted to use or possess cellular phones or smart phones (but not smart watches, tablets, laptops, or other Electronic Devices) at any time and in any location, provided that any use of phones by certified athletic trainers or Club doctors in or proximate to the dugout, playing field, or bullpen during the game shall be permitted only in response to and for the purpose of addressing medical emergencies, and phones must be concealed from view at all times (except when they are being used to address a medical emergency). Certified Athletic Trainers and Club Doctors are also permitted to use laptop and tablet devices in the training room, provided that such devices are not showing a broadcast feed or information from any Club Cameras.
- 3. Strength and Conditioning Coaches and Physical Therapists. Notwithstanding the foregoing, strength and conditioning coaches and physical therapists are permitted to use a laptop and tablet device in the weight room, their office or the training room for recording strength and conditioning information or medical information in EMR or other medical/strength & conditioning tracking software, provided (i) the laptops and/or tablets are not showing a broadcast feed or information from any Club Cameras; (ii) the laptops and/or tablets are not being used to communicate with anyone during the game; and (iii) such use may not be in any room or area that is proximate to the dugout.
- **4. Personal Emergencies Exception.** Notwithstanding the foregoing, On-Field Club Personnel and Designated Replay/Video Room Operators shall be permitted to access and use a personal cellular phone, smart phone, or other similar device in the event of exigent personal or family emergency.

B. Access to Video During Games.

1. On-Field Club Personnel. Beginning with the first pitch of the game, and except as set forth expressly below, the only video that On-Field Personnel may access during a game must be viewed on the iPads provided, operated, and monitored by the Office of the Commissioner, which can only be loaded with content by Clubs before and after games but which will be updated during games by the Office of the Commissioner with in-game video footage that cannot be used to steal Signs. Clubs are permitted to use cases or

stands for these iPads provided the MLB logos and tags are still clearly visible (e.g., Clubs may use a clear case). The Office of the Commissioner will consult with the Players Association regarding the camera angles that will be made available with regard to in-game video footage. Where practicable, such consultations shall occur prior to the mandatory reporting date for Spring Training.

- 2. All Other Club Personnel. Beginning with the first pitch of a game, Club Personnel (who are not On-Field Club Personnel) may, when outside the clubhouse area, watch the live broadcast feed of the game, but may not communicate to On-Field Club Personnel any information from that feed regarding opposing Club's Signs or Pitch Information. Except as set forth expressly below in Regulation 1-2(E) below, Club Personnel may not access during a game, whether live or on a delayed basis, any video or information collected during the game from Club Cameras, or any information from the game that is logged by Replay/Video Room Operators using the BATS or comparable logging system or console, except that, with written approval of the Office of the Commissioner, Club Personnel may be permitted to access information collected by Club Cameras for the sole purpose of operating a motion-capture system or other high-speed camera so long as that access does not provide the operator with a view of the Signs.
- **3. Designated Replay/Video Room Operators**. The Designated Replay/Video Room Operators may review the replay video system for purposes of determining whether to challenge a call, and may log the live game feed, but only in accordance with Section C below.

C. Replay/Video Rooms and Bullpen Monitoring

1. Replay/Video Room. During the game, the home and visiting Clubs may each utilize secured rooms or areas, approved by the Office of the Commissioner, for the sole purposes of operating the replay video system and logging video from the game. Any such room or area may be staffed only by Designated Replay/Video Room Operators, who must remain in the Replay/Video Room for the entire game. No other person, except representatives of the Office of the Commissioner, may enter or leave the Replay/Video Room during the game. If the Designated Replay/Video Room Operator needs to leave the room during the game to use the restroom or get food or drink, he or she must notify the Gameday Compliance Monitor, may not communicate with anyone or bring materials out of the room, and must immediately return to the room for the remainder of the game. Notwithstanding the foregoing, if the Designated Replay/Video

Room Operator needs to leave the room during the game for any other purposes, he or she must be chaperoned by the Gameday Compliance Monitor, and must immediately return to the room for the remainder of the game. The Gameday Compliance Monitor will manage any emergencies or special circumstances that may arise in the Replay/Video Room during the game.

- **2. In-Game Logging**. All logging of a game in progress must be performed in an approved Replay/Video Room by a Designated Replay/Video Room Operator. Any information logged by the Designated Replay/Video Room Operator during the game may not be accessed during the game by any Club Personnel.
- 3. Communications by Designated Replay/Video Room Operators During the Game. Designated Replay/Video Room Operators may communicate with On-Field Club Personnel during the game only for purposes of advising the manager or a coach in the dugout about whether to challenge a play, and all such communications must be made using the Replay/Video Room phone designated for such purposes in accordance with Section D below.
- **4. Monitoring.** To ensure compliance with these Regulations, the Office of the Commissioner will monitor the Replay/Video Rooms through on-site personnel and/or cameras, which may be mounted in any Replay/Video Room. All such cameras must be uncovered and operational by at least 30 minutes prior to the first pitch of all championship season and postseason games and must remain uncovered through the conclusion of the game. Notice will be provided to the parties' Joint On-Field Committee ("JOC") in the event additional measures are implemented to secure the Replay/ Video Room.
- D. Dugout, Bullpen, and Video Review Room Phones. Clubs are prohibited from installing phones or other communication devices in the dugout, bullpen, Replay/Video Room(s), or any location accessible by personnel in the dugout or bullpen. Each dugout, bullpen, and Replay/Video Room that contains the HawkEye replay system shall be supplied with one or more phones installed by the Office of the Commissioner. After the start of a game, the MLB-supplied dugout, bullpen, and Replay/Video Room phones may be used only in the following circumstances: (i) to communicate with a Club's Replay/Video Room to determine whether to challenge a play subject to Replay Review; (ii) to communicate with the bullpen regarding a pitcher's status; (iii) to communicate with Club public relations personnel regarding administrative issues such as potential

weather-related game postponements and clarification of player substitutions; and (iv) medical emergencies. All communication via the dugout, bullpen, and Replay/Video Room phones will be recorded and monitored by the Commissioner's Office to ensure compliance with these Regulations. If the dugout, bullpen, and/or Replay/Video Room phones do not work at any point during the game, upon notifying the home plate Umpire, the manager or a coach in the dugout will be permitted to use walkie-talkies provided by the Commissioner's Office.

E. Club Cameras, Recording Devices, Televisions and Monitors

- 1. Prohibited Club Cameras. Clubs may not install or use any camera in any area beyond the outfield fence and between the foul poles, except in the following circumstances:
 - a. The camera cannot capture an image of the catcher's signs (e.g., markerless motion capture systems);
 - b. The camera does not produce a feed that is visible anywhere in the ballpark during the game, except in the Replay/Video Room for the sole purpose of confirming functionality of the camera (e.g., the camera records to a hard drive or to a computer located in the Replay/Video Room and is not reviewable by anyone outside of the Replay/Video Room until following the game); or
 - c. Cameras not related to baseball operations (e.g., scoreboard entertainment, fan engagement, stadium security cameras, etc.); provided that such cameras are never focused on the catcher's signs or otherwise provided to the baseball operations department.

For the purposes of paragraphs (a) and (b), no logging may be performed outside of an approved logging station.

- 2. Access to Video/Data from Club Cameras. With the exception of Club Cameras used solely to provide entertainment to fans or for security rather than baseball operations (e.g., scoreboard entertainment, fan engagement, stadium security cameras), no video or other information from Club Cameras may be reviewed by any Club Personnel (other than in accordance with these Regulations) during the game.
- **3. Handheld Cameras/Video Devices**. No Club Personnel may capture video of the field, dugouts, bullpens or Club Personnel during a Major League game using a hand-held camera or video device, including, but not limited to, smart phones or mounted devices that require an operator to be stationed in a public seating area.

Notwithstanding the foregoing, video footage may be captured for the purpose of fan engagement or marketing initiative provided that the footage is not provided to the baseball operations department.

- **4. Video Equipment in Opposing Stadiums**. No Club shall be permitted to install or operate any Club Cameras in another Club's stadium other than those used on-field before the start of the game solely for coaching purposes.
- 5. Prohibited Television and Monitors. Except for closed-circuit monitors that capture pitchers warming up in the bullpen(s), no televisions or monitors are permitted in the ballpark if the screens can be viewed from the dugout or playing field without the prior approval of the Office of the Commissioner. Moreover, television camera operators or Club Personnel with a view of any monitors are prohibited from relaying information to Club Personnel in regard to a pitch or play. Clubs are required to take all steps necessary to shield all televisions or monitors from the view of individuals in the dugout or on the playing field.
- 6. Televisions and Monitors in the Bullpen. Televisions or monitors may be installed in or proximate to the bullpen only with the approval of the Office of the Commissioner, provided that each bullpen area (including auxiliary rooms in the bullpen area) may only have up to two televisions or monitors tuned to: (i) the broadcast feed on a delay of at least 15 seconds; and/or (ii) a single video angle of the field that allows the viewer to track the live action on the field provided that such angle does not display Signs, Pitch Information, or any other information covered by these regulations (e.g., the "high-home" angle), and provided that the same feed(s) are available in both the home and visiting bullpen areas. No Club is permitted to install any Electronic Devices in the bullpen without the prior approval of the Commissioner's Office.
- 7. Televisions and Monitors in the Dugout. Televisions or monitors may be installed in the dugout only with prior approval of the Office of the Commissioner. The approved televisions or monitors must be closed-circuit monitors that only display video of pitchers warming up in the bullpen(s). No other feeds are permitted to be shown on these televisions or monitors during the game.
- **8. Televisions and Monitors in the Clubhouse**. Each home and visiting clubhouse may have televisions or monitors that show a delayed broadcast feed, provided that (i) the broadcast must be delayed a minimum of 15 seconds; (ii) the visiting clubhouse must have a similar number of televisions or monitors showing the delayed feed;

and (iii) televisions and monitors are not permitted in the tunnel leading from the dugout to the clubhouse, including auxiliary rooms behind the dugout or proximate to the tunnel.

Notwithstanding the forgoing, provided a Club receives written approval from the Office of the Commissioner, any batting cage area that is proximate to the dugout may only have two televisions or monitors tuned to the broadcast feed that is delayed at least 15 seconds and/or showing a single video angle of the field that allows the viewer to track the live action on the field provided that such monitor does not display Signs, Pitch Information, or any other information covered by these regulations (e.g., the "high-home" angle). Additionally, any batting cage area may have a closed-circuit monitor displaying video of the bullpens, provided that they have been approved by the Office of the Commissioner, the feed is not recorded and is not used for scouting purposes and the same feed is provided in the visiting batting cages. For the avoidance of doubt, any monitors provided in the home batting cage area must be provided in the same manner in the visiting batting cage area.

- **9. Video and/or Audio Recording Devices Covering Opposing Club.** Clubs may not install or utilize any cameras or audio recording devices with the purpose or intent of capturing information from an opposing Club's dugout, bullpen, or clubhouse area.
- **10. Disclosure**. By the date set forth by the Office of the Commissioner prior to Opening Day, each Club must provide to the Office of the Commissioner the information set forth below:
 - a. The location of any Club Cameras at its stadium, the purpose of the Club Cameras, and a certification signed by the Club's most senior baseball operations official and the Club's most senior information technology official that all feeds from Club Cameras cannot be accessed by Club Personnel during the game.
 - b. A list and description of all software products related to video that are available for use in any location of the clubhouse.

These disclosures will be provided to the Players Association via the JOC on a confidential basis (*i.e.*, the Players Association agrees not to discuss the camera disclosure information of a Club with a player unless such information pertains to his current Club).

F. Rain Delays. The restrictions set forth in above in this Regulation 1-2 will be suspended during the duration of, but will resume immediately upon the completion of, any weather delay.

G. Enforcement

- 1. Investigations. Club Personnel are required to cooperate with any inquiry or investigation by a representative of the Office of the Commissioner. Club Personnel must allow Office of the Commissioner personnel to inspect any Electronic Device upon request in connection with an inquiry or investigation of a potential violation of these Regulations.
- 2. Random Audits. The Office of the Commissioner may audit each Club's compliance with these Regulations by conducting random, unannounced inspections during the game of the Club's Replay Review/Video Room, Club Cameras, televisions and video monitors, clubhouses and bullpens. Clubs and Club Personnel are required to fully cooperate with the individuals conducting the audit, including providing them access to all areas of the stadium, and access to any technology or camera footage upon request. Clubs and Club Personnel must provide auditors with access to all software that is being used in any location in the clubhouse during the game for review of all features and abilities so that the auditor can evaluate the appropriateness of such use. The JOC will discuss the results of such audits periodically and/or upon the request of the Players Association.
- **3. Reporting.** Club Personnel are required to promptly report to the Office of the Commissioner any information regarding a potential violation of these Regulations by their Club or an opposing Club. A Club will be subject to discipline for retaliating against any person for reporting a violation of these Regulations.
- 4. Certification. Each Club's most senior baseball operations official, most senior information technology official, Designated Replay/ Video Room Operators, and field manager must certify in writing in a form provided by the Office of the Commissioner following each championship season that the Club acted in full compliance with these Regulations.

H. Discipline.

1. Players.

a. The Commissioner or his designee may discipline a Player who commits a violation of Regulation 1-1 or 1-2 for just cause pursuant to Article XII of the Basic Agreement, subject to the Player's right to challenge such discipline pursuant to Article XI of the Basic Agreement. Notwithstanding anything to the contrary in the Basic Agreement, the parties' practice, or past precedent,

- discipline imposed for violations of Regulation 1-1(B) or 1-1(C) shall not be considered discipline "for conduct on the playing field or in the ballpark", and therefore shall be subject to Article XI(B) (rather than Article XI(C)) of the Basic Agreement; and discipline for such violations may include, among other things, suspensions without pay or service.
- b. The Office of the Commissioner and the Players Association have agreed that any precedent or past practice relating to discipline (or lack of discipline) for conduct covered by these Regulations 1-1 and 1-2 prior to the start of the 2020 championship season will not be relevant or admissible in assessing discipline of Players for violations of Regulation 1-1(B) or 1-1(C). Either party may make arguments based on the level of discipline imposed or upheld in other contexts in support of their respective positions in any Grievance challenging such discipline.
- c. In the event three (3) or more Players from the same Club are suspended under Regulations 1-1 or 1-2, and such suspensions are upheld (or agreed upon via a negotiated settlement between the parties), the Office of the Commissioner and the Players Association shall meet and confer to determine the schedule upon which each suspension will be served. Absent mutual agreement, the Panel Chair shall have jurisdiction to resolve any disputes.
- 2. Clubs and Other Club Personnel. Clubs and non-playing Club Personnel will be subject to discipline by the Commissioner for any violations of these Regulations 1-1 or 1-2, including fines, suspensions, permanent placement on the Ineligible List and penalties or loss of benefits, including, but not limited to, the denial of player selection rights under Major League Rule 4 or loss of benefits under the International Amateur Talent System.
- I. Notice of Regulations 1-1 & 1-2. A copy of these Regulations (or, for Players, a summary thereof approved by the Players Association) must be distributed in English and Spanish to all Club baseball operations personnel and On-Field Club Personnel. Clubs must submit to the Office of the Commissioner confirmation that these Regulations were distributed, and the method of distribution. It is the responsibility of the Club's top baseball operations official and field manager to ensure that all players, baseball operations staff and field staff understand the requirements set forth herein.

1-3 Media Use of Recording Devices and Cameras

A. Media Use. Media using cell phones to conduct interviews during batting practice are directed to pre-arrange those interviews with the Club

Media Relations Director and to use a designated area away from the batting cage. All such cell phone interviews must be coordinated through the Club Communications Department. Media are not permitted to use cellular phones, laptops, texting devices or similar portable equipment in the clubhouse or, after a game starts, in the camera wells or areas proximate to the dugout. Digital photography, without permission from the Club Media Relations Director, is prohibited in the clubhouse at all times

B. Microphones and Cameras. No microphones or cameras are permitted in the dugouts, bullpens, on the field of play, or anywhere that could interfere with a ball in play without Commissioner's Office approval. National broadcasters (*e.g.*, Apple TV+, ESPN, FOX/FS1, Roku, TBS, MLB Network) and Club regional broadcasters have approval for certain camera placement within these areas; to place a microphone on a manager, coach, player or umpire with the consent of the person to wear a microphone; and to interview a manager, coach or player who is either participating in the game, has left the game or is not scheduled to play. Umpires will be notified (usually by a Commissioner's Office, Club, or network/regional sports network representative) prior to the start of the game which field personnel will be wearing microphones and may participate in other in-game broadcast enhancements. Clubs are prohibited from using the umpires' game-audio feed for any purpose without the written consent of the MLB Umpire Department.

1-4 Radar Guns and In-Game Data

Clubs are prohibited from relaying radar device readings from the stands or fan seating areas to players or staff in the dugout, bullpen, or playing field through hand signals or otherwise (except during Spring Training games). Furthermore, Clubs are prohibited from manipulating any data displayed on a ballpark scoreboard, including pitch speed readings, heat maps, or other graphics in order to offer a potential advantage to only one of the competing Clubs. Any data displayed on a ballpark scoreboard should be displayed for both Clubs.

1-5 Beverage Policy in Dugout and Bullpen

The following policy applies across all batting practices and regular season games that pertain to beverages, beverage containers, cups and vessels in the dugouts and bullpens during all on-field activity:

A. All coolers, cups and vessels brought to or displayed in the visiting Club's dugouts/bullpens are to be provided by and is the responsibility of the home Club.

B. Provided that all beverages are poured, housed and displayed as outlined above, visiting Clubs will be allowed to consume the beverages of their choosing regardless of the home Club's preference.

1-6 Chairs and Equipment Outside the Dugout and Bullpen Areas

Club personnel should not bring chairs, stools, benches, or any equipment, bags, or coolers onto the field of play during the progress of a game. In addition, no player, manager, coach, or other member of the on-field staff may occupy a seat outside of the dugout or bullpen area during a game. In ballparks where the bullpen is on the field of play, chairs should not be permitted unless specifically authorized by the Office of the Commissioner.

Umpires must not allow bullpen chairs and benches to be pulled away from the wall and angled towards the playing field. In ballparks where the bullpens are in foul territory, pulling chairs, benches or equipment away from the bullpen walls for a better view can raise interference and safety concerns when players enter these areas to retrieve thrown or batted balls.

1-7 Entertainment Personnel

Club mascots are not permitted on the field once the game has started, except when the infield is being dragged or if there is a rain delay. Mascots and other entertainment personnel must leave the field with no later than 40 seconds remaining in the inning break. Mascots or other entertainment personnel on the field in vehicles between innings are required to exercise all possible caution to avoid going near uniformed personnel or dugout or bullpen areas to avoid any risk of injury. Clubs must ensure all mascots or other entertainment personnel are aware of these procedures.

Mascots or other entertainment personnel must never become involved with the umpires, unless there is a special reason. In such a case, permission must be obtained from the umpire crew chief prior to the game.

1-8 Promotional Giveaways in Ballparks

In order to secure the safety and well-being of on-field personnel, and keep the field clear of debris that could delay or cause the forfeit of a game, all in-stadium promotional giveaways that could be thrown on the field of play, such as baseballs, frisbees, *etc.*, should be distributed to patrons as they exit the ballpark. In addition, white or light-colored "rally towels" or other promotional items (such as placards) will not be permitted to be distributed to fans at any time.

1-9 Aerial Entertainment

Military Flyovers

Clubs must provide a minimum of ten (10) days' notice to the Commissioner's Office at aerial.entertainment@mlb.com of all anticipated military flyovers, which notice shall include (a) the date of the flyover (b) the military branch performing the flyover and (c) the number of aircraft performing the flyover. In the event that ten (10) days' notice is not feasible (i.e., the postseason), please contact the Commissioner's Office as early as possible.

Other Aerial Entertainment (Excluding Drone Usage)

Due to the potential for disruption of the game or physical harm to players and fans. Clubs are not permitted to have parachutists or similar forms of in-stadium aerial entertainment (e.g., skydivers, flyovers, helicopter flights, drone show events) perform on any game-day without the prior written approval of the On-Field Operations Department of the Commissioner's Office other than with respect to military flyovers for which only notification must be provided as referenced above. Approval will not be granted unless (a) each party providing the aerial entertainment executes a release and indemnification letter (available upon request from the Office of the Commissioner) and a copy of such letter is provided to the Commissioner's Office at aerial.entertainment@mlb.com, (b) each party providing the aerial entertainment has evidenced that it maintains aviation liability insurance with limits of at least \$5,000,000 per occurrence, (c) the Club, any related entities and MLB Advanced Media, L.P., Major League Baseball Properties, Inc., MLB Professional Development Leagues, LLC, MLB Japan Co., Ltd., Major League Baseball Europe, Ltd., MLB Advanced Media, Inc., MLB Media Holdings, L.P., MLB Online Services, Inc., The MLB Network, LLC, Tickets.com, LLC, the Office of the Commissioner of Baseball, and their respective subsidiary or affiliated companies and their directors, officers and employees are named as "additional insureds" on such aviation liability policy, and (d) there is an agreement in place between the party providing the aerial entertainment and the Club, which includes an indemnification from the party providing the aerial entertainment for the benefit of the Club and each other party named as an "additional insured." All submissions, including documentation of all of the above, should be sent to the Office of the Commissioner at aerial.entertainment@mlb.com.

Given their inability to comply with the above requirements, we caution against use of in-stadium aerial entertainment provided by the military (with the exception of flyovers) or any other party that does not have the ability to provide an enforceable release and indemnification letter.

Drones

Drone use requires approval in advance from the Commissioner's Office. Please contact the Commissioner's Office at drones@mlb.com for more information.

Non-Game-Day Aerial Entertainment

Clubs also should contact the Commissioner's Office at aerial.entertainment@mlb.com in connection with any non-game-day aerial entertainment that is planned for the stadium.

1-10 Scoreboards and Audio Systems in Ballparks

It is the home Club's responsibility to monitor its video and audio operations and abide by all guidelines and policies, including the "Pace of Game Procedures" impacting between innings entertainment. The home Club is accountable for what is seen and heard on any video boards and monitors in its ballpark and for what is heard over its ballpark sound system.

Should a Club violate any of these policies, umpires should not stop the game to have the matter corrected. Rather, the Crew Chief should contact the General Manager of the home Club between innings, after the game or during a point in the game that does not delay action. Umpires are to inform the Office of the Commissioner of details concerning any violation of these regulations. Clubs that violate these regulations will be subject to disciplinary action, with intentional or malicious violations resulting in severe disciplinary action.

Scoreboards and video monitors have been installed in our ballparks to enhance the experience and enjoyment of fans attending our games. Fans expect, and should see, replays of interest including exciting plays and close plays. Clubs should use good judgment and exercise care to utilize scoreboard replays in a manner that is not likely to incite fans, distract players or intentionally "show up" the umpires. Moreover, it is the Scoreboard Operator's responsibility to ensure compliance with the rules set forth below regarding the permitted and prohibited use of ballpark scoreboard and video monitor replay.

- **A.** Universal Ballpark Replay Rules. Ballpark scoreboard and video monitor replay is permitted subject to the following rules:
 - (1) No ballpark replay may be shown during an argument on the field:
 - (2) If the Manager comes out of the dugout, no further ballpark replay may be shown until the umpire indicates that instant replay has been invoked or until the Manager crosses the foul line while walking back towards the dugout, whichever comes first;

- (3) A ballpark replay cannot be shown when a batter is in the batter's box;
- (4) A ballpark replay cannot be shown during any umpire crew consultation;
- (5) There shall be no ballpark replay of called balls or strikes (including check swings) from the current game or series;
- (6) There shall be no ballpark replay of inside pitches that clearly did not hit the batter;
- (7) There shall be no ballpark replay of fights or disputes between or among uniformed personnel on the field;
- (8) There shall be no ballpark replay of arguments or disputes between umpires and players or managers;
- (9) There shall be no ballpark replay of fans or other unauthorized persons running onto the field;
- (10) There shall be no ballpark replay of any episode or event that would embarrass or denigrate an umpire, visiting Club member, visiting Club official or official scorer. A replay of a play in which an umpire may have made an incorrect call, standing alone, shall not be deemed to embarrass or denigrate an umpire;
- (11) Clubs cannot add graphics or other messages to the ballpark replay that indicate or reference that an umpire made an incorrect call; and
- (12) Except with respect to non-controversial and exciting plays (see below), Clubs cannot play audio from the broadcast when showing ballpark replays.

Subject to these rules, as in the past, non-controversial and exciting plays—such as spectacular catches and obvious home runs—may be shown on the ballpark scoreboard and video monitor using any available audio and video (including, but not limited to, video from the in-house cameras) and in any form (*e.g.*, slow motion or freeze frame).

- **B.** Close Plays Subject to Instant Replay Review. With respect to any close play in a category that is subject to instant replay review but has not yet been or has not been reviewed, the universal rules described in Section A above apply along with the following additional guidelines:
 - (1) The ballpark replay must be culled from the home or national broadcast feeds and must be shown in the same form as it was broadcast (*i.e.*, the Club cannot alter the broadcast feed by freezing frames or showing it in a different speed from which it was broadcast);

- (2) The ballpark replay cannot be shown more than twice; and
- (3) The ballpark replay must cease once the next play or pitch in the game occurs.

Once instant replay is invoked on a particular play, ballpark scoreboard and video monitor replay is still permitted and the universal rules described in Section A above apply along with the following additional rules:

- (1) The ballpark replay may be shown in slow motion or freeze frame;
- (2) The ballpark replay may be shown as many times as the Club desires until the crew chief announces the decision of the Replay Official but cannot be shown during the crew chief's announcement of the instant replay decision. After the crew chief's announcement of the instant replay decision, if a challenged call is overturned or confirmed (as opposed to letting the call stand in the absence of video that provides clear and convincing evidence to overturn it), the definitive angle used by the Replay Official in reaching his decision may be shown once on the scoreboard. Otherwise, no further video of the challenged calls may be shown.
- C. Close Plays Excluded from Instant Replay Review. With respect to any close play in a category that is excluded from instant replay review, ballpark scoreboard and video monitor replay is still permitted and the universal rules described in Section A above apply along with the following additional guidelines:
 - (1) The ballpark replay cannot commence until after the next play or pitch in the game occurs;
 - (2) The ballpark replay must be culled from the home or national broadcast feeds and must be shown in the same form as it was broadcast (*i.e.*, the Club cannot alter the broadcast feed by freezing frames or showing it in a different speed from which it was broadcast); and
 - (3) The ballpark replay cannot be shown more than twice.
- **D. Live Action Prohibited.** Unless specifically authorized, no live game action may be displayed. Close-ups of the batter in the on-deck circle are permitted, but once a player steps into the batter's box all live action must stop. A still shot, statistics or other non-moving picture must remain on the screen until the batter finishes the plate appearance. Arguments or disputes between umpires and players or managers may not be shown. Additionally, Clubs may not display foreign substance checks.

Notwithstanding the foregoing, players may be shown circling the bases after a home run. In addition, live shots of fans are permitted, but please use good judgment. Unacceptable behavior should never be shown.

E. Audio and LED or LED/Matrix Boards

- (1) Permitted Uses. Clubs should use good judgment when using messages that encourage fans to cheer or make noise. Music, noise and cheers, as well as use of LED or LED/Matrix boards, may be used during the following times:
 - (a) Before the start of the game;
 - (b) Between innings;
 - (c) Between pitches so long as the pitcher is not on the rubber;
 - (d) During pitching changes;
 - (e) As the batter is heading towards the dirt cut out area surrounding home plate;
 - (f) After the game; and
 - (g) During a lengthy stoppage of play, but their operation must cease when play resumes.
- (2) Prohibited Uses. All music, chants or crowd-cuing messages should stop when the batter steps into the batter's box. Use of LED or LED/Matrix boards should also stop when the batter steps in the batter's box. Ribbon LED boards attached to the facing of the stadium seating must stop their motion once the batter enters the dirt circle surrounding home plate and must stay frozen until the ball is no longer in play. For color restrictions governing scoreboards and ribbon boards in areas subject to the on-field signage restrictions, see Regulation 1-12(F) below.

For regulations pertaining to the use of LED lighting as stadium and/or field lighting, see Regulation 1-17 below.

Audio (music, organists, *etc.*) may not be played in a manner that may incite spectators to react in a negative fashion to umpires' decisions.

- **F. Mound Visits Display.** The number of mound visits remaining ("MVR") must be displayed on the scoreboard, consistent with the following standards.
 - (1) MVR must be displayed in a prominent and consistent location on the main scoreboard, easily viewable by the umpires and dugouts.

- (2) MVR must always remain on display when the game is in progress.
- (3) The display must only use numbers to indicate remaining mound visits (and not images).
- (4) The display must show the number of mound visits *remaining* (rather than mound visits used) for each team, and must be updated to account for each official mound visit.

THIS REGULATION MUST BE POSTED IN SCOREBOARD OPERATIONS BOOTH

1-11 Ballpark and Ground Rules Changes

As a reminder, all changes to your ballpark that may have an impact on the playing field must be approved by the Commissioner's Office prior to the commencement of work. This requirement includes changes made to the batter's eye (see also Regulation 1-16 below), dugouts and/or clubhouses, general maintenance efforts (e.g., sod replacements, re-aiming or replacing of light fixtures, etc.), as well as the addition of seats or anything else that would result in a change to the dimensions of the field. The design plans must be submitted to the On-Field Operations Department for review before preliminary approval will be granted. In many instances, the proposed changes must be examined by the Commissioner's Office after work has started prior to granting final approval.

No ground rules may be amended or added without the prior approval of the Commissioner's Office. The Commissioner's Office will ensure that all such changes are promptly communicated to the Clubs and umpires. Please contact the On-Field Operations Department with any proposed changes to ground rules.

1-12 On-Field Signage

Content and placement of any on-field signage (including virtual signage) must be submitted to and approved by the Commissioner's Office prior to display to ensure that it will not interfere with play (i.e., the ability of players and/or umpires to follow batted or thrown balls) or the safety of any on-field personnel. Proposed signage scheduled to be used during the championship season should be submitted to the On-Field Operations Department via the Trademark Insight (OpSec) system at least two weeks prior to the date the signage is proposed to be displayed. Clubs are encouraged to submit proposed signage as soon as it is available in order to avoid undue delay in the review process. For the sake of clarity, signage includes, but is not limited to, advertisements and promotion of special events or occasions (e.g., career milestones and memorial events).

Prior to submission to Trademark Insight (OpSec), Club Baseball Operations approval is mandatory for all signage. Any signage displayed must match the submission approved by the Commissioner's Office in all respects, including shading and color. Any revisions or updates to signage must be resubmitted for approval. Signage, once approved, may not be manipulated to create a competitive advantage for any Club. Clubs that violate the requirements of this Regulation 1-12 may be subject to discipline by the Commissioner's Office.

Once signage is submitted it will be evaluated by the Commissioner's Office for compliance with the following regulations:

- A. No sign is permitted to contain more than 10% pure white and that 10% must be distributed throughout the entire sign.
- B. No backgrounds, large lettering or logos on signage can be pure white; there must be a minimum of a 20% translucent screen of another color added (preferably black).
 - C. Proposed signage in the following areas is subject to these guidelines:
 - (1) Field walls (outfield and foul territory)
 - (2) Signage behind home plate (including LED signage)
 - (3) Rotating signage down the first-base and third-base lines
 - (4) On or extending off of the foul poles
 - (5) Within 20 feet above the outfield wall, including the batter's eye
 - (6) Attached to the facing of any seating deck directly behind home plate
 - (7) Field tarp cover
 - (8) All LED signage facing the field
 - (9) Signage in the bullpen
 - (10) Foul Line Grass
 - (11) Pitcher's Mound
 - (12) Dugout (dugout lips, rails, etc.)
- D. The following additional regulations apply to signage behind home plate:
 - (1) Signage may not be rotated while the ball is in play. Rotation may occur only between innings. There is to be no rotation of signs between batters.

- (2) No signage with light-colored backgrounds, even with 20% translucent screen of another color added, is permitted. Any newly submitted signage must be produced on dark-colored backgrounds only; white or light-color signage (i.e., any shade of gray) is prohibited. Any Club with previously approved light-colored signage must replace the signage with compliant signage by Opening Day 2026 (and no changes to the previously-approved light-colored signage will be approved). The Commissioner's Office reserves the right to reject any proposed signage or require removal of any currently-placed signage that, in the discretion of the Commissioner's Office, has the potential to interfere with play or compromise the safety or judgment of the players or umpires.
- (3) No LED signage will be permitted behind home plate without express approval of the Commissioner's Office.
- E. The following additional regulation applies to signage in the bullpens:
 - (1) No signage with light-colored backgrounds, even with 20% translucent screen of another color added, is permitted without prior approval from the Commissioner's Office. The Commissioner's Office reserves the right to reject any proposed signage or require removal of any currently-placed signage that, in the discretion of the Commissioner's Office, has the potential to interfere with bullpen activity.
- F. The following additional regulations apply to the use and coloring of LED scoreboards and ribbon boards affixed in areas subject to the on-field signage restrictions:
 - (1) No backgrounds, large lettering or logos on signage are permitted to be pure white; there must be a minimum of 20% translucent screen of another color added.
 - (2) Motion must freeze on all boards once a batter steps into the dirt circle surrounding home plate and must stay frozen until the ball is no longer in play.
 - (3) The home team may not alter the brightness or color during the game.
 - G. The following additional regulations apply to the use of bunting:
 - (1) All bunting, when hung, should be flat against the façade to not interfere with the game or create a potential obstruction issue; and
 - (2) No bunting can be displayed in the area between the near ends of both dugouts (i.e., the ends of the dugouts located closest to home plate, inclusive of any adjacent camera wells).

- H. In addition to the foregoing requirements, signage must be covered if required by MLB's national telecast agreements for championship season games (*e.g.*, Apple, ESPN, FOX/FSI, NBC/Peacock, TBS or MLB Network) or postseason games (*e.g.*, FOX/FS1, ESPN or TBS).
- I. No messages or logos, including Club logos, are permitted to be displayed (by paint, chalk, cut or bent grass, or otherwise) on the playing field (in fair or foul territory), without prior approval from the Commissioner's Office. Requests for approval may be made through the Trademark Insight (OpSec) system or submitted directly to the On-Field Operations Department. Proposed designs on the playing field will be judged by the following criteria:
 - (1) Absent very compelling circumstances, each Club will be permitted to apply specific designs to the playing field for only one series during the season.
 - (2) The Commissioner's Office will approve only appropriate designs made by bending the grass. Mowing designs into the grass, or using chalk or paint, has the potential to affect the play of the ball on the field.
 - (3) The design may not contain any third-party commercial tie-in, including marks, advertisements, hashtags, websites or references to Club sponsors. Designs to promote the Club, a Club-sponsored charity, or a milestone event are the only designs that will be approved.

The foregoing guidelines do not apply to MLB-approved Club logos in the dirt behind the pitcher's rubber or the dirt or grass behind home plate, or to League-wide initiatives or theme days.

J. Any signage abutting the batter's eye shall not include any neon or other lighting or motion effects.

1-13 Universal Ground Rules

The following Ground Rules are to be uniform across all 30 Major League ballparks. The Ground Rules listed below will not be listed on the individual ballparks Ground Rules, but will be in effect at all ballparks:

- A. Ball on the top step (lip) of the dugout is in play. No equipment is permitted to be left on the top step (lip) of the dugout. If a ball hits equipment left on the top step it is dead.
- B. A player is not permitted to step or go into a dugout to make a catch. A player is permitted to reach into a dugout to make a catch. If a player makes a catch outside the dugout and the player's momentum carries him into the dugout, then the catch is allowed and the ball is dead. See Rule 5.09(a)(1) Comment.

- C. A batted ball in flight can be caught between or under railings and around screens.
 - D. A catch may be made on the field tarpaulin.
- E. A batted or thrown ball lodging in the rotating signage behind home plate or along first base or third base stands is out of play.
- F. A batted or thrown ball resting on the rotating signage behind home plate or along the first base or third base stands is in play.
- G. The facings of railings surrounding the dugout and photographers areas are in play. Any cameras or microphones permanently attached on railings or along outfield walls are treated as part of the railings or outfield walls and are in play. Any recessed railings or poles that are in the dugout and photographer's areas are out of play and should be marked with red to mark them out of play.
- H. Robotic cameras and audio equipment attached to the facing of the backstop screen are considered part of the screen.
- I. A batted ball striking the backstop camera is considered a dead ball. A thrown ball striking the backstop camera is considered in play.
 - J. A ball striking the guy-wires that support the backstop is a dead ball.
- K. A ball lodging behind or under canvas on a field tarpaulin is out of play.
- L. A ball striking the field tarpaulin and rebounding onto the playing field is in play.
- M. No chairs can be brought out of the dugout or bullpen and onto the playing field.
 - N. All yellow lines are in play.
- O. A live ball (batted thrown or otherwise) striking any screen or protective netting set on the field facing a wall or railing (e.g., a backstop or protective netting along the first or third base lines) and rebounding onto the field is live and in play. Any additional screening set behind an out of play area (e.g., dugout, photo or camera well, etc.) shall be considered out of play. Thus, any ball striking such screening is dead regardless of whether it ricochets back onto the field of play.
- P. Unless outlined otherwise in the home park ground rules (*i.e.*, Tampa Bay), a batted ball lodged in the roof above fair territory is considered a dead ball, and all runners (including the batter-runner) will be awarded two bases.

Q. Any batted ball in fair territory that, in flight, strikes any portion of a higher wall at a point above a lower wall, which then bounds over the lower wall is a home run. Any batted ball in fair territory that, in flight, strikes the facing of a lower wall and then bounds over a higher wall is considered a dead ball, and all runners (including the batter-runner) will be awarded two bases.

1-14 Retractable Roof and Wall Panels

A. Championship Season

The decision to open or close the roof prior to the start of the game resides with the home Club. Each Club with a retractable roof shall file with the On-Field Operations Department, no later than Opening Day, a list of the criteria it intends to use during the championship season to decide whether to begin a game with its ballpark's roof open or closed. The home Club must inform the umpire crew chief and visiting Club if it intends to move the roof during the game.

(1) Closing an Opened Roof

If the game begins with the roof open, it may be closed only in the event of impending rain or other adverse weather conditions that may affect play or spectator comfort. If the home Club believes such conditions exist, the home Club shall confer with the umpire crew chief, who shall in turn inform the visiting Club. The visiting Club may object, if it feels a competitive imbalance will arise. In that event, the umpire crew chief shall make the final decision.

(2) Opening a Closed Roof

If the game begins with the roof closed, it may be opened if, in the opinion of the home Club, the weather conditions are such that fan comfort and enjoyment will be best served by opening the roof. A closed roof may not be opened after the conclusion of the seventh inning.

Prior to opening the roof, the home Club shall confer with the umpire crew chief, who shall in turn inform the visiting Club. The visiting Club may object, if it feels a competitive imbalance will arise. In that event, the umpire crew chief shall make the final decision.

(3) Roof Movement

The roof may be moved only once during the game (*i.e.*, once closed, it may not be re-opened, and once opened, may not be re-closed) unless inclement weather or other adverse weather conditions indicate otherwise. Clubs should be very cautious of opening a closed roof if the possibility of inclement weather exists.

The movement of the roof must commence at the conclusion of an inning, unless weather conditions are such that the umpire crew chief deems it necessary to close the roof immediately so that play is not interrupted. The movement of the roof shall be continuous and play will not be stopped.

(4) Wall Panels (Arizona, Miami and Milwaukee)

The home Club shall decide whether to open or close the wall panels prior to the start of the game. Once the game begins, the panels shall be treated like the roof, in that they may not be moved without first notifying the umpire crew chief, who shall afford the visiting Club the right to object. The panels may be moved only once during the game, and may be moved only at the conclusion of an inning.

B. Post-Season

For all games in the post-season (Wild Card, DCS, LCS, WS), the Commissioner or his designee shall make all decisions regarding roof/wall panel movement, in consultation with the home Club and the umpire crew chief. The home Club shall provide to the On-Field Operations Department the name of the individual responsible for the movement of the roof/wall panels. The Commissioner or his designee shall take into account the criteria that the home Club uses during the championship season, as reflected in its filing with the On-Field Operations Department.

1-15 Spectator and Batting Practice Screening

Clubs are required to file with the On-Field Operations Department a diagram of spectator and batting practice screening at their park. Clubs are required during batting practice to supplement standard screens on the playing field (e.g., cage, 1B, 3B, and short CF) with temporary screens or netting to better protect fans. At a minimum, Clubs should use at least two (2) additional screens of at least the same dimensions as the screens used at 1B and 3B. These additional screens should be positioned down the foul lines so as to protect the seating areas closest to the field that are not already protected by the cage and other temporary screening.

Please note that these are minimum requirements. Clubs are encouraged to analyze their parks carefully and add more screening where appropriate.

1-16 Batter's Eye

Clubs are not permitted to reduce the dimensions of the batter's eye at their facilities without the prior written consent of the On-Field Operations Department. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Similarly, any stadium

alterations involving the batter's eye should bring the minimum dimensions to 40' high and 80' wide, including any section of a centerfield wall without advertising. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. Any advertising sign abutting the batter's eye shall not include any neon or other lighting or motion effects.

1-17 Stadium and Field Lighting

Stadium and field lighting may not be used in a manner that has the potential to distract on-field personnel during live game action or otherwise disrupt the game. For games beginning at 7:00 P.M. local time or later during the months of April, May, September and October, the field lighting system must be turned on prior to batting practice.

In addition, use of LED lighting during games and any pre-game activities must comply with the following rules and regulations:

- (1) Any strobing or flashing of lights must be at a flicker rate of less than 2 Hz or more than 55 Hz.
- (2) Lights may not be strobed or flashed while the ball is in play or after play has ended until it is apparent that there will not be a replay challenge.
 - a. Strobing or flashing of lights following a home run may only commence once it is apparent that the umpire has given the home run signal. Strobing and flashing must cease prior to the batter touching home plate.
 - b. LED effects may be used between batters during a break in play, provided that field lighting not fall below the level of field lighting appropriate for gameplay (hereinafter "game-level").
- (3) Strobing or flashing of lights between innings must cease once the inning timer reaches 20 seconds and should not distract the warm-up activities of either Club.
- (4) Strobing or flashing of lights associated with a relief pitcher entering the game may start only once the new pitcher steps on the warning track or crosses the foul line and must cease once the pitcher reaches the dirt portion of the infield.

Both bullpen areas in each stadium must be equipped with lighting that does not fall below game-level field lighting at any point (including pre-game warmups) during any game for which the field lighting system is turned on (i.e., night games). This may be accomplished with lighting systems that are always on during the game or lighting systems that are independently operated within each bullpen.

Clubs that violate this Regulation 1-17 are subject to discipline by the Office of the Commissioner.

1-18 Non-Baseball Events

Each Club must provide the Commissioner's Office, Scheduling and On-Field Operations Departments with a list of any on-field non-baseball events scheduled to take place during the upcoming season that could impact the playing surface at its ballpark. The list must be provided by December 31 of the preceding year and should include the following information for each event:

- Type of event (e.g., concert, soccer game, etc.);
- · Date of event;
- Date of last home game prior to the event;
- Load out date when the field will be turned back over to the Club;
- Date of first scheduled home game following the event; and
- · Any additional relevant information.

1-19 Visiting Clubhouse Standard Equipment

Each Club shall ensure that its stadium contains, at minimum, the following standard equipment for the visiting Club. All such equipment must be properly maintained throughout the season and should be kept in good working order for the visiting Club to use. The Office of the Commissioner will require GCMs to inspect such equipment on a regular basis to ensure satisfaction of this Regulation. *See also* Attachment 62 to the Major League Basic Agreement.

- (1) <u>Pitching Machines</u>. A full-size 3-wheel pitching machine and two junior-sized pitching machines (one for the visiting batting tunnel and one for the bullpen). The home Club should provide such equipment as necessary to power the pitching machines (*e.g.*, extension cords and direct access to power outlets). Clubs must have backup pitching machines of each type readily available.
- (2) <u>Batting Tees</u>. At least one adjustable weighted batting tee per tunnel (*e.g.*, G-Tee, Tanner Tee).
- (3) <u>Cage Balls</u>. The home Club is required to supply two cases of new Major League quality baseballs to the visiting club upon arrival to be used in the visiting batting tunnel. Clubs must supply a functioning wheeled ball caddy in the visiting batting tunnel.

- (4) <u>Safety Hitting Screen & Hitting Mats.</u> In each visiting clubhouse batting tunnel area, a heavy protective hitting screen (e.g., Valle Shield with attachments including wing side protector and overhead protector), an L-Screen, and a Major League quality hitting mat must be available. All screens and netting should include professional quality netting without defects.
- (5) Other. Visiting Clubhouse areas must have sufficient lighting systems and adequate ventilation.

2. ON-FIELD MATTERS

2-1 Occupying the Bench, Clubhouse & Traveling Party

- A. Occupying the Bench. In accordance with Major League Rule 2(d)(1)(D), Clubs must submit their initial list of all uniformed coaches and other Club personnel who are eligible to access the playing field, dugout or bullpen during games ("On-Field Club Personnel") by the Monday prior to Opening Day. Such list must be maintained and amended as appropriate throughout the championship season and postseason via eBIS in the Eligible for Dugout tool.
- B. Traveling Party. Each Club is permitted to travel with any number of individuals for their roadtrips, in the Club's discretion. The host Club must provide lockers to traditional traveling field staff (e.g., manager, on-field uniformed coaches, ATCs) and should make reasonable efforts to provide lockers to additional visiting staff with on-field duties or responsibilities. The host Club must also provide separate accommodations for women, consistent with the below.
- C. Women's Locker Room. The host Club must provide appropriate accommodations for both home and visiting female staff (in both Spring Training facilities and the Major League ballpark), including a locker room that is: (i) a secure, clean space in close proximity to the respective Home or Visiting Clubhouse; (ii) private; and (iii) includes restroom and shower facilities stocked with ordinary amenities (e.g., towels, washcloths, shampoo, conditioner, body wash). All Clubs planning future clubhouse renovations or new construction of clubhouse areas must include dedicated women's locker room spaces within the clubhouse proper.

D. Miscellaneous.

(1) Except conferences between a manager or coach and pitcher, or on-field evaluations of injuries that require an interpreter to be present, interpreters may not be in the playing area at any time during the game. Notwithstanding anything to the contrary herein, an interpreter may enter the field unaccompanied by a manager or coach during a pitching change at the start of an inning. In such instance, the interpreter must exit the field prior to the pitcher beginning warm-up throws.

- (2) A player on the injured list may participate in pre-game activity and sit on the bench during a game but may not take part in any activity during the game such as warming up a pitcher, bench-jockeying, *etc*. Players on the injured list are not allowed to enter the playing surface at any time or for any purpose during the game.
- (3) In addition, players in the bench area may not sit in photographer stands adjacent to dugouts and must remain in the dugout.
- (4) Players of the team at bat will not be permitted to fraternize with players in the bullpen either of their own or of the visiting Club, but must come to their own bench even if, in their judgment, they are not likely to bat in the inning.
- (5) A substitute player who will enter the game at the end of a half inning or a designated hitter who will enter the game as a defensive player will be permitted to warm up in the bullpen.
- (6) Other than as provided in Official Baseball Rule 5.10—and the break between innings—fielders may take warm-up throws with each other only during a period of extended delay, if doing so, does not delay the game.

2-2 Tobacco Policy

Please see Attachment 28 to the Basic Agreement and Major League Baseball's Tobacco Policy for Managers, Coaches and On-Field Personnel.

2-3 Alcohol & Tobacco Products in the Clubhouse

- **A. Alcohol Policy.** Each Club may wish to examine its alcohol policy both inside and outside of the clubhouse in light of the tragedies that have befallen players in the past. In some states, courts have ruled that those dispensing alcohol are responsible for the subsequent actions of the consumers. The policy on alcohol is an individual Club responsibility and this regulation is merely a reminder that the Clubs may want to periodically re-evaluate policies that are currently in place.
- **B. Tobacco Products.** Tobacco companies are prohibited from providing free tobacco products. Club should be aware of this prohibition and should not permit free tobacco products to be distributed to your Club or in your clubhouse. Moreover, the Commissioner's Office strongly

recommends that Clubs not permit clubhouse attendants, or any other employees, to purchase tobacco products for the purpose of making such product available to players or other employees.

2-4 Charging the Pitcher

There is a considerable danger of injury to players, coaches, managers or umpires in the melees and brawls that may occur. In order to remove the cause of a number of these incidents, any player who charges the pitcher—that is, in the umpire's judgment moves a reasonable distance toward the pitcher with the intention of fighting with the pitcher—shall be automatically ejected from the game. The Commissioner's Office will impose discipline in such instances, on a case-by-case basis. Any instance of a batter moving toward a pitcher and retaining his bat as he moves may be the subject of severe disciplinary action.

2-5 Scheduling

A. Curfews

The only curfew in effect for a Major League game is one that may be imposed by law of a municipal jurisdiction where a game is played. In the event a time limit or curfew may be in effect, the umpire shall rule that an inning or half-inning starts immediately after the third out is made in the preceding inning.

B. Starting a Game After Midnight

No Major League game may begin after 12 a.m. unless the game occurs during the final series of the season between the two Clubs in the home ballpark of either Club.

C. Weather Delays

If a game is stopped due to weather conditions, the Umpire Crew Chief, in consultation with the Commissioner's Office, shall decide based on the facts and circumstances of the particular situation whether a game should be postponed as a result of weather.

D. Home Team for Rescheduled Games

A postponed game will be made up in the same ballpark whenever possible. There may be an occasion in which the game must be rescheduled at the ballpark of the original visiting Club or a neutral ballpark. If a postponed game cannot be rescheduled at the same ballpark in which it was originally scheduled, then if the rescheduled game is played at a different

ballpark, the Club that was the originally scheduled home Club shall remain the home Club for purposes of applying the Official Baseball Rules at the rescheduled game. All other responsibilities of the home Club not provided for in the Official Baseball Rules shall be the responsibility of the participating Club in whose ballpark the rescheduled game is being played.

E. Postponement Responsibility

Notwithstanding anything to the contrary in Official Baseball Rule 4.04, the following shall govern postponement responsibility for Major League games: (i) During the final series of the season between the two Clubs in the home ballpark of either Club—even if a game has not yet begun—the umpires in consultation with the Commissioner's Office shall be the sole authority empowered to determine whether a game shall not be started because of unsuitable weather conditions or the unfit conditions of the playing field; and (ii) For any other game, if the game has not yet begun, the home Club, in consultation with the Commissioner's Office, controls the decision whether to postpone the game because of unsuitable weather conditions or the conditions of the playing field.

Nothing in this Regulation 2-5 is intended to affect a Club's ability to suspend or resume any game pursuant to a policy governing severe weather, significant weather threats, and lightning safety that has been filed with the league office prior to the championship season. *See* Official Baseball Rules 4.03(e) and 4.04(a).

Notwithstanding anything in this Regulation 2-5, the Office of the Commissioner, in consultation with the Players Association, will have the sole authority to postpone or reschedule any game due to air quality (as measured by "Air Quality Index" or "AQI") in accordance with the Basic Agreement and/or any other relevant agreements between the Office of the Commissioner and the Players Association.

F. Club Severe Weather Policies

Any Club seeking to establish a policy governing severe weather, significant weather threats, and lightning safety ("Severe Weather Policy" or "Policy") must submit its proposed Policy to the On-Field Operations Department by March 1. Proposed policies should contain the following components:

- (1) The designated contact person to communicate with the Commissioner's Office and the independent forecasting service regarding the enforcement of the Club's policy and who will be responsible for facilitating implementation of the Policy;
- (2) The proposed warning, delay, and resumption thresholds, for which the Policy recommends delaying and/or resuming the game; and

(3) Guidelines and procedures regarding steps to be taken with regards to the safety of fans and stadium employees.

G. Travel Requirements

During the championship season, if playing a game the following day in another city, Clubs should travel on the getaway day. Clubs may travel to a game in a different city on the same day of that game, provided that any of the following apply:

- 1. The game is a Special Event game pursuant to Article XV(O) of the Basic Agreement;
- 2. The game is in a shared market for which the visiting Club will not require hotel rooms (*i.e.*, Baltimore—Washington, Chicago (NL)—Chicago (AL), Los Angeles (NL)—Los Angeles (AL), or New York (NL)—New York (AL));
- 3. Travel challenges, such as weather or mechanical issues, prevent a Club from arriving until the day of a game. In the event such challenges occur, the impacted Club should promptly contact the Office of the Commissioner Scheduling Hotline (bocscheduling@mlb.com or (212) 931-7466); or
- 4. The Club submits a viable travel plan to the Office of the Commissioner (bocscheduling@mlb.com) that provides for a departure time that permits the Club to arrive in time to begin the game, even in the event of weather or mechanical delays. Such plan must also provide for an alternate mode of transportation in the event of unanticipated travel issues.

2-6 Pace of Game Procedures

These procedures are designed to improve the "pace" at which games are played by using on-field clocks (the "Pitch Clock", "clock" or "timer"). There shall be at least one clock in the outfield, and two clocks behind home plate between the dugouts.

The Pitch Clock will count down as follows (please see Appendix 1 for a chart setting forth all times for the Pitch Clock):

Circumstance	2:15*	
Inning Break Clock		
Pitching Change Clock	2:15^	
Between Batters	30 seconds	
Between Pitches w/ Runners on Base	18 seconds	
Between Pitches w/ Bases Empty.	15 seconds	

- * 2:40 national and Wild Card (2:15 extra innings) 3:10 other postseason (2:40 extra innings)
- ^ 2:15 national and Wild Card 2:40 other postseason

In accordance with these Regulations, the pitcher is required to begin the natural movement associated with the delivery of the ball to the batter (the "motion to pitch") by the expiration of the Pitch Clock. However, the responsibility to ensure that the pitcher is able to begin the motion to pitch before the Pitch Clock expires is not the sole responsibility of the pitcher—the catcher must be in the catcher's box with at least nine (9) seconds left on the clock; and the batter must have both feet in the batter's box and be alert to the pitcher (*i.e.*, eyes on the pitcher and in a position to quickly assume a hitting stance) by the time the Pitch Clock shows eight (8) seconds remaining. The failure on behalf of the pitcher, catcher, or batter to comply with these Regulations will subject them to the penalties set forth below in Section A.4 ("Enforcement").

Except for the first pitch following an inning break or pitching change (see Section A.3.b below), the pitcher shall be permitted to begin the motion to pitch once the batter steps into the box and is alert to the pitcher, provided the pitcher does not time his delivery to coincide with the point at which the batter becomes alert to the pitcher but has not yet become reasonably set in the batter's box.

There is no clock for the first pitch of the game. Umpires must arrive at home plate for the ground-rules discussion early enough to start the game at the appointed time. A member of the home Club must provide the umpire room attendant with a pre-game timing schedule that includes actual first pitch times for each game. The Pitch Clock will start between the first and second pitches of the game.

- **A.** Operation of the Pitch Clock. MLB will hire and assign to each MLB game a Field Timing Coordinator ("FTC") to operate the Pitch Clock. Consistent with Section C.1 ("Umpire Authority") below, the Umpires on the field shall remain solely responsible for managing the game, including managing all inning breaks consistent with past practices, provided that they shall coordinate with the FTC to ensure that the broadcasters shall be afforded the applicable allotted time for inning breaks following close plays involving third outs (whether or not replay review is initiated under Regulation 2-12).
 - 1. Clock Operation Between Pitches (18 or 15 Seconds). Except for the first pitch of a plate appearance, the Pitch Clock will count down from 18 seconds with runners on base or 15 seconds with no runners on base.

- a. Start of Clock—Pitcher Possession/Catcher & Batter in Home Plate Circle. After each pitch of a plate appearance in which the ball remains alive and in play, the clock shall start when the pitcher has possession of the ball, the catcher and the batter are in the dirt circle surrounding home plate, and play is ready to commence (e.g., any runners have returned to their previously occupied bases or left the playing field, if retired).
- b. Stop of Clock—Motion to Pitch. The clock shall stop (blank screen) when the pitcher begins the natural movement associated with the delivery of the ball to the batter.

2. Clock Operation Between Batters (30 Seconds)

- a. Start of Clock—Conclusion of Last Play. Unless the prior play results in the third out of an inning, a 30-second timer shall start at the conclusion of the prior play, as indicated by the umpire's final signal of "safe" or "out", or in the event the FTC has a clear indication that the play has concluded.
- *Note 1*: In the event that the batter-runner ends an at bat on second base and needs to hand protective equipment to a base coach or bat boy / girl, the clock should start when the batter-runner hands the equipment to the coach or bat boy / girl.
- *Note 2*: In the event a pitcher leaves his position to cover first base, the clock should start when the pitcher returns to the infield grass. In the event a pitcher leaves his position to back up third base or home plate, the clock should start when the pitcher returns to fair territory.
- b. Stop of Clock—Motion to Pitch. The clock shall stop (blank screen) when the pitcher begins the natural movement associated with the delivery of the ball to the batter.

3. Inning Break/Pitching Change Clock Operation

a. Inning Breaks

i. Inning Break Clock Operation—Last Out of an Inning. Upon the conclusion of any play that would otherwise end the inning, the home plate umpire will determine, in the umpire's sole discretion, whether either manager is considering a replay challenge. If neither manager notifies the home plate umpire that they are considering a challenge upon the conclusion of the play, the umpire will signal the FTC to start the clock and the inning break clock shall begin. On routine outs, and calls not subject to Replay Review (e.g., strikeouts), the FTC shall start the clock to commence the inning break immediately upon the third-out call.

Note: No broadcaster should break for commercial until the FTC starts the clock to commence the inning break. Broadcasters shall be afforded the applicable allotted time for all inning breaks for that game.

- ii. Inning Break Pitching Change Clock Operation—Reliever Crosses Warning Track. In the event that a new pitcher is entering the game at the start of an inning, the pitching change clock shall reset when the relief pitcher steps onto the warning track (or otherwise leaves the bullpen area in the case of a bullpen located on the playing field) to enter the game. The FTC shall restart the clock when the relief pitcher steps onto the warning track (or leaves the on-field bullpen) if there is less than 2:00 remaining on the clock (in which case the clock shall be reset to 2:00). The clock should not reset, however, if the pitcher starting the game in the bottom of the first inning enters the game from the bullpen.
- iii. Mid-Inning Pitching Change Clock Operation—Umpire Signal. In the event that a new pitcher is entering the game as part of a mid-inning pitching change, the pitching change clock shall begin when the umpire signals for the pitching change. The clock shall restart if the relief pitcher steps onto the warning track (or leaves the on-field bullpen) with less than 2:00 remaining on the clock (in which case the clock shall be reset to 2:00). In the case of a position player entering the game as a pitcher during an inning, the clock shall start upon the first notification of the switch from the Manager or Coach.

Note: The pitcher should stop throwing warm-up pitches and immediately leave the bullpen when signaled by the umpire. If the pitcher does not leave the bullpen promptly when signaled, the umpire shall signal for the clock to start. If, in the umpire's judgement, a new pitcher entering the game during an inning break does not leave the bullpen promptly following the third out of the prior half inning, the umpire may direct the FTC not to reset the clock when the new pitcher steps onto the warning track.

b. Timing of First Pitch | 15-Second Broadcast Window. For the first pitch following an inning break or pitching change, the pitcher may begin the natural movement associated with the delivery of the ball to the batter as soon as the batter steps into the box and is alert to the pitcher; however, the pitcher cannot begin this motion for the first pitch more than 15 seconds prior to the end of an inning break or pitching change to ensure that any appropriate commercial breaks have concluded before the game resumes.

Note: The failure of a commercial break to conclude shall not delay a pitcher from beginning the motion for a first pitch. If the clock is reset in accordance with these Regulations, the pitcher may begin the motion for the first pitch as soon as the batter steps into the box and is alert to the pitcher.

c. Stop of Clock—Motion to Pitch. The clock shall stop (blank screen) when the pitcher begins the natural movement associated with the delivery of the ball to the batter.

Note: If the umpires initiate a foreign substance check of the pitcher taking the mound, the clock should be paused and resume once the check is complete.

- 4. **Enforcement**. The following penalties shall apply to violations of the Pitch Clock regulations by pitchers, batters, and catchers.
 - a. *Pitchers*—*Automatic Ball*. Pitchers are expected to begin the natural movement associated with the delivery of the ball to the batter as soon as the batter enters the box and becomes alert to the pitcher. If the pitcher does not begin the motion to deliver the pitch or attempt a pickoff (or other permissible Disengagement under Section B.1 below) before the Pitch Clock expires, the pitcher will be adjudged to have violated the rule and the umpire shall award a ball without the pitcher having to deliver the pitch. The ball is dead, and no runners may advance unless the ball awarded by the umpire is the batter's fourth ball in which case the batter is entitled to advance to first base under Rule 5.05(b)(1).

Note 1: If after the pitcher has committed to deliver the pitch, and he fails to deliver his pitch, it shall be called a balk (with no runners on it shall be called a ball), unless the batter has caused the pitcher to interrupt his delivery.

Note 2: Pitchers may not time their delivery to coincide with the point at which the batter becomes alert to the pitcher but has not yet become reasonably set in the batter's box. Such attempts are deemed quick pitches under Rule 6.02(a)(5) Comment for which the penalty is a balk with runners on base and a ball with bases empty. If an umpire anticipates a possible quick pitch (for example, if a pitcher begins his wind-up or comes set in the stretch position before the batter is reasonably set in the batter's box), the umpire will call time, warn the pitcher that further such action will result in a Pitch Clock violation for circumvention of the Pace of Game Procedures, and the clock will be reset to 15 seconds (bases empty) or 18 seconds (runners on). If a pitcher continues such behavior, the umpires will assess a violation, for which the penalty will be an automatic ball.

- b. Batters—Automatic Strike. Batters should not delay entering the batter's box to gain an undue advantage. If the batter does not enter the box and become alert to the pitcher by the time the Pitch Clock shows eight (8) seconds remaining, regardless of the position and actions of the pitcher (i.e., even if the pitcher is not on the rubber or is off the pitcher's mound entirely) the ball is dead immediately. The batter will be adjudged to have violated the rule and the umpire shall award a strike without the pitcher having to deliver the pitch. No runners may advance.
- Note 1: After becoming reasonably set in the batter's box, it is the batter's responsibility to maintain his alertness to the pitcher. Umpires will assess a violation (i.e., automatic strike) to a hitter who clearly fails to maintain his alertness to the pitcher with 8 seconds or less remaining on the clock.
- Note 2: Conduct by batters designed to deceive a pitcher into beginning their windup or coming to the set position in violation of these Regulations shall be considered circumvention in accordance with Section A.4.d below. In such cases, the umpire will issue a warning to the batter for his deceptive behavior. If the batter continues to engage in such conduct during the game, the umpire shall assess a Pitcher Clock Violation (i.e., automatic strike).
- c. Catchers—Automatic Ball. With an inning break or pitching change clock, the catcher must be in the catcher's box after a pitcher completes their warm-up pitches with nine (9) or more seconds remaining on the Pitch Clock. For a between-batter or between-pitches clock, the catcher also must be in the catcher's box with nine (9) or more seconds remaining on the Pitch Clock. If the catcher is not in the catcher's box in accordance with this Section A.4.c, the defensive team has violated the rule and the umpire shall award a ball without the pitcher having to deliver the pitch. The ball is dead, and no runners may advance, unless the ball awarded by the umpire is the batter's fourth ball in which case the batter is entitled to advance to first base under Rule 5.05(b)(1).

Note: If a catcher leaves the catcher's box to give defensive signals with less than nine (9) seconds remaining on the Pitch Clock, the catcher must request and be granted time by the umpire and the pitcher shall be charged with a Disengagement in accordance with Section B.1.d below.

d. Circumvention. If an umpire judges that a player or coach of the defensive team is intentionally circumventing these Regulations, the umpire shall award a ball. If an umpire judges that a player or coach

of the offensive team is intentionally circumventing these Regulations, the umpire shall award a strike. Following the award of such a ball or strike, the ball is dead, and no runners may advance, unless the ball awarded by the umpire is the batter's fourth ball in which case the batter is entitled to advance to first base under Rule 5.05(b)(1).

Clubs also may be held accountable and subject to discipline by the Commissioner's Office for the circumvention of the Pitch Clock Regulations by their players and staff.

B. Pitch Clock Considerations

1. **Disengagements (Pickoffs and Step Offs)**. If the pitcher makes a pickoff attempt at any base, feints a pickoff, or otherwise steps off the rubber with runners on base he shall be charged with a "Disengagement." A Disengagement also may be charged to the pitcher on defensive calls of time, if the catcher leaves the catcher's box with less than nine (9) seconds remaining on the clock, or if the pitcher asks for new baseballs, under the circumstances and conditions described below.

If a pitcher steps off the rubber while the bases are empty the pitcher will not be charged with a Disengagement; but, unless the umpire grants "time," a step-off without runners on base shall not restart the Pitch Clock. If the umpire determines there is not enough time remaining for the pitcher to reengage the rubber legally and deliver a pitch, the umpire may call time and assess a violation on the pitcher (*i.e.*, automatic ball).

- a. Clock Reset. If the pitcher Disengages with at least one runner on base, the Pitch Clock shall stop (blank screen). Following a Disengagement in which the ball remains alive and the batter remains at bat, the Pitch Clock shall restart to 18 seconds (runners on) or 15 seconds (bases empty) when the pitcher has possession of the ball, and the catcher and the batter are in the dirt circle surrounding home plate. Following a feint of a pickoff or a step off with no subsequent attempt on a runner, the 18-second Pitch Clock shall restart immediately.
- b. Two Disengagements Permitted Without Penalty. To ensure that pitchers do not circumvent the Pitch Clock regulations by stepping off the rubber, pitchers shall be limited to a total of two Disengagements per plate appearance while there is at least one runner on base and no runner has advanced for any reason during that plate appearance. If a runner on base advances to another base for any reason (e.g., stolen base, wild pitch, balk) during the plate

appearance (even in situations in which another runner does not advance), the pitcher's Disengagement count will reset (*i.e.*, the pitcher will not be considered to have made any prior Disengagements during the same plate appearance). The Disengagement count shall not be reset during a plate appearance for any other reason, including but not limited to, caught stealing, pickoff, pitching change (the new pitcher inherits the number of disengagements from the previous pitcher), suspended game, replacement of the batter mid-plate appearance, *etc*.

- c. Impact of Third or More Disengagement During a Plate Appearance. A pitcher may record three or more Disengagements in the same plate appearance with runners on base, but the defensive team may be penalized as follows depending on the result of the play.
 - i. All Runners on Base Safely Return to Original Base. If a pitcher records a third or more Disengagement and all runners safely return (or continue to occupy) their originally occupied bases, the pitcher will be charged with a balk.
 - ii. Defensive Team Records an Out Following Disengagement. If a pitcher records a third or more Disengagement and the defensive team records at least one out of a runner on base, the pitcher shall not be charged with a balk.
 - iii. At Least One Runner Advances a Base Following Disengagement. If a pitcher records a third or more Disengagement, and at least one runner advances a base (even if another runner does not), the pitcher shall not be charged with a balk.
 - iv. Reset of Disengagements. If a pitcher has recorded three or more Disengagements, the Disengagements only will be reset if at least one runner advances (i.e., the same rule as when a pitcher has recorded less than three Disengagements and a runner advances).
- d. *Defense Requests for Time*. If the defensive team (*i.e.*, the pitcher, catcher or other defensive player) requests and is granted time by the umpire, a Disengagement shall be assessed to the pitcher. Notwithstanding the foregoing, a Disengagement shall not be assessed for a mound visit initiated by the defensive team within the meaning of Rule 5.10(m). *See also* Section B.2 ("Mound Visits") below. Further, a Disengagement shall not be assessed if the request for time is prompted by an injury, failure of the Club's PitchCom system, because a foreign object has entered the playing field (*e.g.*, errant throw from a bullpen, object from the stands, *etc.*), or if the pitcher steps off to appeal under Rule 5.09(c) ("Appeal Plays").

Note: If the pitcher steps off to appeal under Rule 5.09(c), the umpire should signal for the clock to be reset to 18 seconds (runners on) or 15 seconds (bases empty) when play is ready to resume.

- e. *Defensive Signals*. The catcher leaving the catcher's box to give defensive signals will not be counted as a Disengagement by the pitcher, provided the catcher left the catcher's box before the batter is required to be in the batter's box and attentive to the pitcher (*i.e.*, with at least nine (9) seconds remaining on the clock). Under these circumstances, the FTC shall determine whether and, if so, how to reset the clock, as follows:
 - i. If the catcher leaves the catcher's box to give defensive signals during the 30-second clock between batters or 18-second clock between pitches, the clock shall stop (blank screen) and be reset to 18 seconds when the catcher starts to return to their position and the pitcher is in possession of the ball. Notwithstanding the foregoing, the FTC should not reset the clock if there are more than 18 seconds on the clock when the catcher starts to return to their position and the pitcher is in possession of the ball.
 - ii. If the catcher leaves the catcher's box to give defensive signals during a pitching change, but after the final warm-up pitch with runners on base only, the clock shall stop (blank screen) and be reset to 18 seconds when the catcher starts to return to their position and the pitcher is in possession of the ball. Notwithstanding the foregoing, the FTC should not reset the clock if there are more than 18 seconds on the clock when the catcher starts to return to their position and the pitcher is in possession of the ball.

f. Requests for New Baseballs.

- i. A pitcher's request for a new baseball with runners on base may come at any time; however, requests for a new baseball with less than nine (9) seconds remaining on the Pitch Clock will be counted as a Disengagement.
- ii. With bases empty, if a pitcher requests a new baseball with less than nine (9) seconds remaining on the clock, absent special circumstances, the umpire will determine that the defensive team is intentionally circumventing these Regulations and assess the pitcher with a violation (*i.e.*, the umpire shall award a ball).

Note: If the pitcher appropriately requests a new baseball or the umpire requests additional baseballs from the dugout, the clock should be reset if the umpire completes this activity with less than 18

seconds (runners on) or 15 seconds (bases empty) remaining on the clock. In these instances, the clock should be reset to 18 seconds (runners on) or 15 seconds (bases empty) when the pitcher is in possession of the ball on the dirt of the pitcher's mound, and the catcher and the batter are in the dirt circle surrounding home plate.

2. Mound Visits

a. 30-Second Mound Visit Clock Operations. The clock will be set to 30 seconds and will begin counting down when the manager or coach has exited the dugout, or when a defensive player leaves their position to confer with the pitcher (including a pitcher leaving the mound to confer with another player), and the umpire has granted time out for a mound visit. See Rule 5.10(m)(2). The home plate umpire will proceed to the mound when the clock reaches nine (9) seconds. Unless the manager or coach signals for a pitching change, the manager or coach must leave the mound when (or before) the clock expires. If the manager or coach has not left the mound or signaled for a pitching change by the time that the clock expires, the home plate umpire shall break up the mound visit and direct the manager or coach to return to the dugout or signal for a pitching change.

Note 1: If a manager or coach joins a mound visit already in progress, the clock will reset if there are at least 20 seconds left on the clock when the manager or coach has exited the dugout.

Note 2: In cases in which a manager or coach leaves the dugout to join a player-initiated mound visit with less than 20 seconds remaining on the Mound Visit Clock (and, as a result, the Mound Visit Clock does not reset), the coach may use a second mound visit to extend the visit by an additional 30 seconds (provided the team still has available a mound visit to use for this purpose). In such circumstances, only the second mound visit will be treated as a manager or coach's visit under Rule 5.10. A manager or coach may not elect to use a second consecutive mound visit in any other circumstances.

Note 3: A defensive player may use a Mound Visit without leaving his position to visit the mound by requesting time and advising the umpire he is using a Mound Visit. In such cases, the umpire shall signal for the clock to be reset to 18 seconds (runners on) or 15 seconds (bases empty) when play is ready to resume.

b. No Pitching Change. In the case where there is no pitching change following a mound visit, the clock shall stop (blank screen) when the manager or coach leaves the dirt of the pitcher's mound

concluding the visit. See Rule 5.10(1). The 18-second clock (runners on) or 15-second clock (bases empty) shall commence when the pitcher is in possession of the ball on the dirt of the pitcher's mound, the catcher and the batter are in the dirt circle surrounding home plate, and play is ready to resume.

- c. *Pitching Change*. In the event a manager or coach signals for a pitching change during the mound visit, the clock will stop, the pitching change clock will begin (*see* Section A.3 above), and the manager or coach may remain on the mound for the entirety of the break.
- d. Conferences During Inning Break/Pitching Change. The catcher may confer with the pitcher on the pitcher's mound during the inning break/pitching change clock without penalty, provided that the catcher returns to the catcher's box with at least nine (9) seconds remaining on the clock. If the catcher needs additional time to confer with the pitcher during the inning break/pitching change clock, the catcher may request time for the purpose of visiting the pitcher (or prolonging a visit already underway). If the catcher requests time for this purpose, the defensive team will not violate the inning break/pitching change clock but will be assessed a mound visit.
- e. *Injury or Medical Issue*. The mound-visit clock shall not operate when a doctor or trainer accompanies the manager or coach to evaluate a bona fide medical issue.
- f. Umpire Discretion. The home plate umpire shall have discretion to grant a brief window of additional time to a manager or coach whose trip to the mound was slowed by a bona fide physical ailment or other special circumstance (e.g., chronic knee pain, respiratory condition, player requiring a translator). In addition, the clock shall not operate when a doctor or trainer accompanies the manager or coach to evaluate a bona fide medical issue.
- g. Standard Limitations. Official Baseball Rule 5.10(m) ("Limitation on the Number of Mound Visits Per Game") shall continue to govern mound visits without a pitching change; provided, however, in the event a team has exhausted its allotment of mound visits before the ninth inning of a game, the team will be permitted an additional mound visit without a pitching change that shall be available in the ninth inning only (i.e., not carried over to extra innings if unused). A manager, coach, or player may not argue with an umpire regarding whether a mound visit occurred, and such conduct will subject the individual to immediate ejection from the game.

- h. Violation. If a player, manager, or coach attempts to take a mound visit (without making a pitching change) when the team has reached its limit for that game, the umpiring crew will attempt to prevent the player or coach from taking the mound visit. If the action of the player, manager, or coach who attempts to take the mound visit (or the action of the umpire necessary to prevent the visit) stops play, the defense will be charged with a Disengagement if there are runners on base and a Pitch Clock violation (i.e., automatic ball) if the bases are empty.
- 3. **Pitch Clock Not Subject to Review**. Application of the Regulations governing the Pitch Clock contained in Regulation 2-6 are not subject to Replay Review under Regulation 2-12.
- 4. **Dead Balls**. Following an umpire's call of "time" or if the ball becomes dead, the clock shall stop (blank screen) and be reset to 18 seconds (runners on) or 15 seconds (bases empty) when the pitcher is in possession of the ball, the catcher and the batter are in the dirt circle surrounding home plate, all defenders have returned to their positions, any runners have returned to their original bases, and play is ready to resume.

5. Warm-Up Pitches

- a. *Permitted Warm-Up Pitches*. The pitcher may take as many or as few warm-up pitches as desired prior to the conclusion of the inning break or completion of a pitching change but shall begin the motion to deliver the final warm-up pitch with at least 30 seconds remaining in the inning break/pitching change clock. If the final warm-up pitch is not delivered prior to the clock reaching 40 seconds, the umpire shall signal for the last warm-up pitch. Pitchers are not guaranteed eight warm-up pitches.
- b. *Penalty for Noncompliance*: The umpire shall stop the pitcher from throwing warm-up pitches when 30 seconds remain on the clock unless the umpire determines that special circumstances warrant additional warm-up pitches. If a pitcher disregards an umpire's directive and attempts additional warm-up pitches with less than 30 seconds remaining on the inning break/pitching change clock, the pitcher has violated these Regulations, and the umpire shall call a ball.

Note: If a violation is called for noncompliance, the clock will be shut off and reset when play is ready to resume to 15 seconds if the bases are empty and to 18 seconds if there are runners on base.

c. Catcher Delay. In the event the catcher ends an inning on base, at bat, or on deck, the home plate umpire may determine whether the

catcher needs additional time. In such cases, the umpire may waive off the clock. An extension, however, is not automatic; in making a decision whether to grant additional time, the umpire will determine whether the catcher made a reasonable effort to comply with the Inning Break Clock. If the umpire determines additional time is warranted, the home plate umpire will signal to the FTC to shut off the Inning Break Clock before it reaches 30 seconds remaining. When the game catcher is in position, the umpire will signal to the pitcher that he has one warm-up pitch remaining, and the catcher may throw down to second base. The umpire will reset the clock to 15 seconds when the umpire determines play is ready to resume.

Each Club must have a backup catcher available to warm up the pitcher between half innings if the game catcher has not finished putting on his protective equipment when the pitcher is ready to begin throwing warm-up pitches. The umpire will not provide a pitcher with additional warm-up pitches to compensate for a backup catcher who fails to assume his position behind the plate within the required time limits.

6. Batter and Runner Requesting "Time"

a. One Batter Request Per Plate Appearance. During each plate appearance, a batter shall be allowed to request and be granted "time" only once. If the umpire grants "time," the batter shall not be permitted further requests during that plate appearance. If the batter has used the timeout and is replaced during the same plate appearance (e.g., because of injury), the pinch hitter will not receive a timeout. It is the batter's responsibility to ensure that a request for time has been granted by the home plate umpire. The batter should make eye contact or receive verbal confirmation from the home plate umpire to ensure that either a verbal or visual acknowledgement of the request is given and that time has been granted.

The request for time may be made orally or by holding an open palm to the umpire, and may only come once a batter has established himself in the dirt circle surrounding home plate (e.g., requests from hitters in the on-deck circle will be denied). Any time the batter holds an open palm to the umpire, including as he is entering the batter's box, the umpire will consider that as a request for "time," and will treat that request for "time" consistent with the application of this Regulation.

Note 1: If in the umpire's judgment a batter's actions cause the pitcher to interrupt their delivery, the batter shall be deemed to have requested "time" or stepped out of the box within the meaning of this Regulation.

- Note 2: The umpire will also determine that a batter has used his timeout whenever the batter steps out of the batter's box after entering the box and becoming alert to the pitcher. Notwithstanding the foregoing, if the pitcher has not yet engaged with the rubber, the batter may step out of the batter's box with more than eight (8) seconds remaining on the Pitch Clock. In such circumstance, the clock will continue to run and the batter must comply with these Pitch Clock Regulations (i.e., he must return to the batter's box and become alert to the pitcher by the time the Pitch Clock shows eight (8) seconds remaining).
- b. When Batter "Time" is Called. When batter "time" is called the clock shall stop (blank screen) and restart at 18 seconds (runners on) or 15 seconds (bases empty) on the umpire's signal. The umpire's signal shall be made when the pitcher is in possession of the ball and the batter returns to the batter's box (or earlier, upon batter request, provided the pitcher is in possession of the ball and play is ready to resume). Notwithstanding the foregoing, the umpire shall signal for the timer to begin, if, absent special circumstances (e.g., brushback, broken bat, injury) the batter leaves the dirt circle surrounding home plate or if, in the umpire's sole judgment, the batter delays returning to the batter's box.
- c. *Penalties for Noncompliance*. If the batter requests "time" a second time during the same plate appearance, a violation will be assessed on the hitter and the umpire shall call a strike.
- d. Runner Requests for Time. Requests by runners to call time will not be granted by the umpire, unless the umpire determines that a special circumstance applies (e.g., a batting helmet coming off during a slide, a collision with a fielder, a slide that leaves the runner in a position where he must come off the base to stand up). Ordinary requests, such as time to remove protective batting equipment, put on a sliding mitt, or brush dirt off after sliding will be denied. If a runner's request for time is appropriately granted, the clock will turn off and will start from 18 seconds when play is ready to resume.

7. On-Field Entertainment / PA Announcements / Batter Walk-Up Music

a. 18-Second Rule Between Inning Breaks & Pitching Changes. All on-field entertainment and public address announcements, including announcing the next batter, must be completed with 18 seconds remaining on the clock. All on-field entertainment personnel must be completely off the field, and all field-entry gates closed and secured, by this time. Before every season begins, each Club should ensure that

it has carefully timed all between-inning announcements, music and entertainment pieces, including any on-field races or contests, so that they end with no fewer than 18 seconds remaining on the clock.

- b. Batter Walk-Up Music. Batter walk-up music should begin at 30 seconds remaining and continue until the earlier of 12 seconds remaining on the clock or the batter's first foot entering the batter's box.
- c. *Rally Music*. Nothing contained in these Regulations is intended to interfere with the ability of the Club to play rally music or other sound effects that are ordinarily played during the course of a game. However, audio between pitches should be limited so that the hitter is not encouraged to leave the batter's box.
- d. Extended Inning Breaks. For inning breaks during which God Bless America or any patriotic song (similar to the National Anthem) is played or for any other extended inning event previously approved by the Office of the Commissioner in which all action in the ballpark stops, the clock will begin at the conclusion of the song, activity, or event. Extended inning events must be approved by the Commissioner's Office. Advance written notice of any such approved events will be given to the Players Association.
- e. *Enforcement*. Clubs are responsible for ensuring that on-field entertainment and public address announcements, including announcing the next batter and playing walk-up music, comply with these Regulations and do not otherwise interfere with player adherence to the requirements of the Pitch Clock. Each Club's on-field entertainment, music clips and public announcements will be monitored closely by the Commissioner's Office. Clubs that fail to comply with their requirements under this Section 7 will be subject to discipline.
- 8. **Umpire Duties**. If the umpire exchanges baseballs or performs other administrative tasks (*e.g.*, brushing home plate), the clock should be reset if the umpire completes their tasks with less than 18 seconds (runners on) or 15 seconds (bases empty) remaining on the clock. In these instances, the clock should be reset to 18 or 15 seconds when the pitcher is in possession of the ball, the catcher and the batter are in the dirt circle surrounding home plate, and play is ready to resume.
- 9. **Pitching Change**. In accordance with Official Baseball Rule 5.10(g), if no pitcher is warming up on the field with 30 seconds remaining on the inning break clock, the pitcher who concluded the final inning shall be required to pitch to at least one batter.

10. Game Delays.

- a. *Delay in Play*. If there is a delay in normal activities (*e.g.*, injury or other medical emergency, security emergency, playing field or grounds crew issues, retired runners are leaving the field, foul ball remains on the field and must be retrieved, umpire activities, manager comes onto field to speak to umpire, *etc.*), the FTC may delay the start of the clock until play is ready to resume, subject always to the umpire's authority under Section C.1 of these Regulations.
- b. Brushback Pitches & Big Swings. If a batter is brushed back or knocked down by a pitch, the FTC will delay the start of the clock until the batter has had an opportunity to gather himself and return to the edge of the batter's box. Similarly, if a batter takes an aggressive swing that causes the player to lose his footing or have his equipment become dislodged (e.g., the batter's helmet comes off during the swing), the FTC will delay the start of the clock until the batter has had an opportunity to regain his footing and/or collect his equipment.
- c. PitchCom-Related Delays. If a pitcher or catcher experiences a technical issue with their PitchCom system (e.g., pitcher cannot hear the pitch call), the pitcher or catcher should request time and immediately notify the umpire. Provided the umpire does not believe the player is attempting to circumvent the Pace of Game Procedures, the umpire will grant time and allow the players to resolve the issue. In the event of a technical issue, a coach may visit the mound for the purpose of providing the players with a new receiver or transmitter and such a visit will not count against the Club's allotment of Mound Visits (provided the coach and player do not discuss topics unrelated to signs or the PitchCom system). A coach visiting the mound to resolve a malfunction of the PitchCom system should alert the umpire as to that purpose of the visit when leaving the dugout.

In the event that the game is delayed due to a Club's error with respect to the PitchCom system (e.g., a pitcher forgets to bring the PitchCom receiver to the mound or a catcher forgets the PitchCom transmitter), umpires will not grant additional time to the Club. Instead, a bat boy / girl or coach can bring the equipment to the player, provided it is done within the time limits contained in these Regulations. If the player is unable to install the device (and any coach or bat boy / girl has not exited the playing field) by the time the catcher is required to be in the catcher's box (9 seconds remaining on the Pitch Clock), a Pitch Clock violation will be called (i.e., automatic ball). A Club also may use a mound visit to have a bat boy / girl or coach bring equipment to the player.

- d. *Defensive Positioning*. Teams are not afforded additional time to position their fielders and the clock may not be waived off or reset to accommodate fielder positional changes. Similarly, outfielders will not receive additional time to change gloves when moving from the outfield to the infield.
- e. Runner on Second in Extra Innings. The runner starting extra innings on second base must be on the field and at second base with at least eight (8) seconds remaining on the Pitch Clock. If the runner starting extra innings on second base is not at second base with at least eight (8) seconds remaining on the Pitch Clock, the umpires will assess a Pitch Clock violation (i.e., automatic strike) on the offensive team.

C. Operational Issues

1. Umpire Authority. Except as explicitly modified herein, nothing contained in these Pace of Game Regulations is intended to modify or otherwise restrict the duties or authority of the umpires to manage the conduct of the game in accordance with the Official Baseball Rules. In this respect, the umpire is responsible for making all decisions on the field and has authority to rule on any point not specifically covered in these Regulations.

In the umpire's sole discretion, the umpire may direct the FTC to start, stop, or reset the clock or otherwise overrule or correct the decisions or errors of the FTC regarding when to start, stop, or reset the clock. For example, the umpire may determine, in the umpire's sole discretion, that a special circumstance applies (e.g., catcher who ended the previous inning on base may have not had sufficient time to put on their equipment in order to comply with these Regulations to begin the following inning, a player may require additional time due to an injury or medical concern, etc.). If, in the umpire's sole discretion, the umpire determines that the FTC started the clock before play was ready to begin or resume under this or other appropriate conditions, the umpire may waive off and reset the clock. In such circumstances, the umpire should signal for the clock to be reset to 18 seconds (runners on) or 15 seconds (bases empty) when play is ready to resume.

The umpire also may determine whether or not to apply the penalties set forth in Section A.4.a-c above if the umpire determines that the FTC did not properly operate the clock under the circumstances.

The decision of the umpires regarding the operation of the Pitch Clock Regulations shall be final and binding on both Clubs. On-field personnel shall be ejected if they argue or otherwise challenge the decisions of the umpires under these Regulations.

2. Mechanical Failure.

- a. Individual Clock Malfunction. If an individual pitch clock malfunctions during play, the umpire will alert both managers to the malfunctioning clock and report the issue to the Replay Operations Center ("ROC") using the on-field communication system. The ROC will dispatch an on-site technician to resolve the issue. If the technician is unable to fix the clock during play, the clock will be turned off for the remainder of the game or until the technician is able to address the malfunction.
- b. Multiple Clock Malfunction. Should the outfield clock(s) or both home plate clocks fail, all clocks should be turned off and the penalties described herein shall not be assessed; provided, however: (a) if an outfield clock and one of the home plate clocks are functional, the pitch clocks shall continue to operate in accordance with these Regulations and penalties will be assessed; and (b) if the clocks are repaired before the end of the game, the use of the clock will continue as soon as the technical issue is resolved. Notwithstanding the foregoing, the limitations on pitcher Disengagements contained in Section B.1, and associated penalties, and the limitations on pitching changes contained in Section B.9 shall continue to be enforced if multiple clocks malfunction.

3. Pinch Hitters and Pinch Runners.

- a. Timing and Penalty. Pinch hitters and pinch runners must be on the field and announced to the umpiring crew before the Pitch Clock shows eight (8) seconds remaining. If a pinch hitter and pinch runner is not announced to the home plate umpire before the Pitch Clock shows eight (8) seconds remaining, or the offense attempts to send a pinch hitter or pinch runner onto the field with eight (8) seconds or fewer remaining on the Pitch Clock, the umpires will assess a Pitch Clock violation (i.e., automatic strike). Notwithstanding the foregoing, if a batter requests and is granted time, regardless of the amount of time remaining on the Pitch Clock at the time of the request, the offensive team may make a substitution without penalty, provided the substitution is announced prior to the Pitch Clock restarting and reaching eight (8) seconds remaining.
- b. Clock Reset. Upon the announcement of a pinch-hitter or pinch-runner, the home plate umpire will call "time" for the purpose of updating the lineup card and the Pitch Clock will be turned off. After the lineup card has been updated, the home plate umpire will signal the FTC to start the 15-second (bases empty) or 18-second (runners on) clock when play is ready to resume. If the umpire

believes a pinch-hitter is unduly delaying play (e.g., the pinch-hitter delays his exit from the on-deck circle), the umpire may direct the FTC to start the 30-Second Clock Between Batters and will assess a Pitch Clock Violation (automatic strike) if the hitter is not in the batter's box and alert to the pitcher by the time the clock shows eight (8) seconds remaining.

- c. PA Announcements. Public address announcers may not announce a pinch hitter until signaled, but umpires have been instructed to be alert for lead-off pinch hitters in the on-deck circle in order to have such batters announced on time. Whenever possible, pinch hitters should warm up prior to going to the on-deck circle. If possible, the pinch hitter should be in the on-deck circle while the preceding hitter is at bat.
- 4. **Replacement Bats**. Bat boys / girls must have a second bat readily available in the event a hitter breaks a bat, or the bat goes into the stands during play. The bat must be dressed and ready for game use.
- 5. **Broadcast Lights**. Broadcast lights in broadcast booths must be turned off prior to the end of the break period.
- 6. **Distribution of Procedures**. The On-Field Operations Department will distribute a copy of these Regulations to each Club's scoreboard operators and public address announcers.
- 8. **Batter's Box Rule**. Any Playing Rules which are otherwise inconsistent with these Pitch Clock regulations, including, *e.g.*, Rule 5.04(b)(4) ("The Batter's Box Rule"), shall not apply.
- 9. Bat Boys / Girls. Clubs are expected to have bat boys / girls in each dugout who can quickly assist players and umpires to comply with the Pace of Game Procedures (e.g., retrieving bats and other equipment, supplying the umpire with new baseballs). Bat boys /girls in the visiting dugout should meet with the visiting club before each series to discuss the preferences of the visiting players in this respect. MLB will monitor the performance of bat boys / girls during the season and may ask clubs to employ additional or different bat boys /girls if they are contributing to non-compliance with the Pace of Game Procedures.

If a bat boy / girl requires additional time to exit the playing field safely, the umpire will not assess a penalty of the Pace of Game Procedures, provided that the umpire does not find that a Club is attempting to circumvent the Pace of Game Procedures. If a bat boy / girl requires additional time, the umpire will waive off the Pitch Clock and reset the clock when play is ready to resume. To minimize situations that require

a waive-off, bat boys / girls leaving the third base dugout to collect equipment from a hitter who has reached first base are encouraged to return to the first base dugout rather than attempting to cross the playing field.

Regulation 2-6 Appendix 1

Time Remaining	Required Action
2:15 local 2:40 (2:15 extra innings) national & Wild Card 3:10 (2:40 extra innings) Division Series, League Championship Series & World Series	Inning Break
2:15 local, national and Wild Card 2:40 Division Series, League Championship Series & World Series	Mid-Inning Pitching Change
30 seconds	Between Batters Clock
	Batter walk-up music shall begin
	Between Innings/Pitching Change: last warm-up pitch shall be thrown
18 seconds	All stadium PA announcements shall end
	PA shall announce the batter
	On-field entertainment must be complete and off the field
RUNNERS ON	Runners on Base During Plate
18 seconds	Appearance Clock
BASES EMPTY	Bases Empty During Plate
15 seconds	Appearance Clock
12 seconds	Batter walk-up music shall stop
9 seconds	Catcher must be in the catcher's box
8 seconds	Batter must be in the box alert to the pitcher

Time Remaining	Required Action
0 seconds	Deadline for pitcher to begin
	the natural movement
	associated with the delivery of
	the ball to the batter

2-7 Spring Training Squads

Clubs are responsible for fielding "representative" squads during Major League Spring Training games. A "representative" team means the following:

- A. Major League Games. A minimum of four players who meet the following guidelines: Position players who appear in the Spring Training game that (i) were regulars on the previous year's Major League team, (ii) were platooned on the previous year's Major League team on a regular basis, or (iii) have a reasonable chance to be regulars on the Major League Club's squad during the upcoming season. Up to two pitchers who appear in the Spring Training game that were a starting pitcher or closer on the previous year's Major League team on a regular basis, or have a reasonable chance to be a regular starting pitcher or closer in the upcoming season, may also qualify as representative team members. Each of the position players must appear in a minimum of three innings.
- **B.** Split Squad Games. A minimum of three players who meet the following guidelines: Position players who appear in the Spring Training game that (i) were regulars on the previous year's Major League team, (ii) were platooned on the previous year's Major League team on a regular basis, or (iii) have a reasonable chance to be regulars on the Major League Club's squad during the upcoming season. Up to two pitchers who appear in the Spring Training game that were a starting pitcher or closer on the previous year's Major League team on a regular basis, or have a reasonable chance to be a regular starting pitcher or closer in the upcoming season, may also qualify as representative team members. Each of the position players must appear in a minimum of three innings.
- **C. "B" Games.** Each Club may use a lineup of its choice, unless some other specific commitment to the opposing team has been made. A "B" game is one in which no admission is charged, but in any event the public should be informed if the game being played is a "B" contest.

2-8 Bat Boys/Girls

A. Number. Only two bat boys/girls per team may be in uniform and occupy the bench or bullpen area during a Major League game.

B. Protective Helmets. Official Baseball Rule 3.08(e) requires that all bat boys/girls shall wear a protective helmet while performing their duties. This requirement also applies to ball boys/girls positioned in foul territory during play, beside right and left fields. Clubs are responsible for ensuring that their ball boys/girls adhere to the requirement to wear a protective helmet and will be subject to disciplinary action if those requirements are not met. Bat boys/girls must remove all equipment (e.g., weighted bats, pine tar rags) from the on-deck circle once the team at bat has concluded its half-inning.

C. Minimum Age. The use of bat boys and bat girls should not adversely affect the play of games and not expose any person or Club to any undue risk of injury or liability. Accordingly, the Commissioner has adopted a minimum age for bat boys and bat girls that applies to all Major League Clubs. No Club may employ or use a child under the age of 14 as a bat boy or bat girl. A Club is free to set a higher minimum age as a matter of Club policy. Each Club is advised to consult with its own lawyer to develop a Club policy appropriate to its location and circumstances, so long as the minimum age adopted is no younger than 14. All Clubs should be aware of the United States Department of Labor regulations in regard to the employment of bat boys and bat girls. Each Club should consult with its lawyer as well to ensure that any volunteer bat boy or girl will not be deemed an employee of the Club.

The minimum age of 14 will apply to paid bat boys and bat girls during Spring Training games as well. In the more informal atmosphere of Spring Training games, Clubs occasionally use volunteer bat boys and bat girls, either in lieu of or in addition to employed bat boys or bat girls. Such volunteer bat boys or bat girls will be permitted in Spring Training provided that he or she is at least 10 years old and participates only occasionally.

D. Employee Supervisor. Each Club must designate an adult employee in or adjacent to the dugout who shall be responsible for knowing the whereabouts at all times of each volunteer bat boy and bat girl and supervising their activity, taking particular care to ensure that the volunteers do not interfere with play.

2-9 No Children Permitted on the Field

The Commissioner's Office prohibits any child under the age of 14 to be on the playing field, in the bullpens or in the dugouts after batting practice has begun or after the gates are opened, whichever is earlier. This includes children of players, who are not permitted to "shag" during batting practice if they are under the age of 14. A boy or girl who has been selected as an honorary bat boy or girl for a specific period may occupy the bench in uniform and assist the regular bat boy during the period for which he or she was selected.

Each Club, at its home park, has the discretion to either maintain the above age restriction, raise the minimum permissible age, or not allow any child in any of the restricted areas. Visiting Clubs must assist with enforcement of these rules with respect to children associated with the visiting Club.

Children who are participating in any pre-game activity or ceremony approved by the Club may be on the field during such program or ceremony.

In addition, Clubs are responsible for taking appropriate measures to protect the safety of fans of all ages on the field during batting practice, including but not limited to using ropes, fencing, or other appropriate screening or barrier.

2-10 National Anthem and God Bless America

In order to convey the proper impression and attain a semblance of uniformity, it is suggested that all uniformed personnel, during the playing of the American and Canadian National Anthem(s), as well as designated games where God Bless America is played, do the following:

- A. Stand at attention on the top step of the dugout or at their positions on the field;
- B. Face the flag, hold one's cap in the right hand and place it over the heart, and extend the left arm downward along the left pants leg;
- C. Avoid spitting, chewing, laughing or talking during the playing of the anthem(s) or song; and
- D. Make an effort to be out of the clubhouse and in the dugout for the playing of the National Anthem or song.

Furthermore, if the National Anthem(s) is accompanied by a color guard, at the conclusion of the National Anthem(s), players and staff should remain in a respectful position (*i.e.*, not disburse back into the dugout) until the color guard reaches the foul line as it exits the field. As you know, it is customary for the TV cameras to focus on the players during these pre- and in-game ceremonies. The demeanor of all Club personnel should be respectful.

2-11 Pre-Game Workouts

A. When the condition of the field permits, the home and visiting Clubs shall take batting and fielding practice, except that either Club may excuse itself from either or both of such practices upon notice to the other Club

at least three hours in advance of the advertised starting time of any game. Whenever possible a Club should give notice of such intent the previous day. The home Club shall, prior to the start of each series, make available to the visiting Club its batting and infield practice times.

The home Club must offer the visiting Club a reasonable window for early work prior to each game (during which the field must be reserved for the exclusive use of the visiting Club), if requested by the visiting Club. Prior to each series, the visiting Club should advise the home Club the days they request to do early work.

- B. Batting and fielding practice shall be allocated as follows:
- (1) The home Club shall conclude its batting practice no later than 95 minutes prior to game time.
- (2) From 95 minutes until 50 minutes prior to game time, the visiting Club may take batting practice.
- (3) From 50 minutes until 40 minutes prior to game time, the home Club may take fielding practice.
- (4) From 40 minutes until 30 minutes prior to game time, the visiting Club may take fielding practice.
- (5) The final 30 minutes before game time shall be for preparation of the playing field.
- C. Players of the Club that has completed its practice shall leave the field to avoid interfering with the practice of the other Club and endangering its players. If both teams agree to be on the field at the same time, at no time should members of both teams be in close proximity to each other. For example, stretching exercises or throwing of one team should be done in foul territory, on opposite sides of the field, or at the fence area while the other team is utilizing a different area of the field.
- D. If any pre-game program might affect in any way the batting or infield practice of the visiting Club, the home Club should advise the visiting Club prior to the start of the series during which the program is planned.
- E. Cancellation of the pre-game workout must be with written consent of the visiting Club, prior to the start of the series. Absent weather-related issues, a home Club is not permitted to cancel batting practice more than once in a series.

2-12 Replay Review

I. Overview

Video replay review in Major League Baseball (hereafter, "Replay Review") is designed to provide timely review of certain disputed calls in all Championship Season, All-Star and Post-Season games played in the 30 Major League ballparks and in any ballpark at which a Major League Championship Season game is played. A "call" as described in these Regulations means a judgment by one or more umpires or by the entire crew after conferring with one another (hereafter, the "Umpires") on a specific play, which may consist of an oral pronouncement or physical gesture (or may not, in the case of a "non-call"). Replay Review may be used to overturn, confirm or let stand the Umpires' call on the field subject to and in accordance with the terms and conditions described below. Subject to its obligations under its respective Basic Agreements and other agreements with the Major League Baseball Players Association and the Major League Baseball Umpires Association, the Office of the Commissioner reserves the right to rule on any point with respect to Replay Review that is not covered by these Regulations.

II. Challenging and Reviewing Calls Pursuant to Replay Review

A. Responsibilities. Each Club's Manager is responsible for invoking challenges under the circumstances described in these Regulations. Crew Chiefs are responsible for determining whether a Manager Challenge is properly and timely made and, in accordance with Section II.C below, determining whether to review a potential home run call (as defined in Section V.A below) or determining another reviewable play or call on their own initiative. Moreover, prior to the initiation of Replay Review, the Umpires may confer among themselves at any time and change any call (whether or not the call is reviewable) in accordance with Official Baseball Rule 8.02. If a reviewable call is changed in this fashion, the new call shall be subject to Replay Review as provided in these Regulations.

B. Manager Challenges.

1. Each Club will receive: (a) two (2) Manager Challenges to start each Post-Season game and Divisional or Wild Card tie-breaker game; and (b) one (1) Manager Challenge to start every other game, including the All-Star Game. In the event that, prior to the first pitch being thrown, fewer than three umpires are available to officiate the game, each Club will receive two (2) Manager Challenges for that game; if, after the first pitch is thrown, circumstances require that fewer than three umpires officiate the remainder of the game, each Club shall receive an additional Manager Challenge to use for the remainder of the

- game. A Manager may challenge as many reviewable calls within a single play as he desires using one challenge. If the Replay Official overturns any call challenged by a Club (even if he upholds other challenged calls), the Club retains its Manager Challenge. If the Replay Official does not overturn any of the calls challenged by a Club, the Club will lose its Manager Challenge. Once a Club has exhausted its available Manager Challenge(s), it will no longer have the ability to challenge any additional play or call in the game.
- 2. A Club's Manager is the only person authorized and permitted to request or initiate Replay Review on behalf of the Club during a game, unless the Manager cannot perform his Replay Review responsibilities due to injury, illness, ejection, removal or other legitimate reasons, in which case the coach designated to assume the Manager's responsibilities shall have the sole right to request or initiate Replay Review. As used in these Regulations, the term "Manager" refers to a Club's Field Manager or such other person who assumes his duties as described above.
- C. Crew Chief Reviews. At any time during a game, a Crew Chief may, in his sole discretion, initiate Replay Review of a potential home run call (as defined in Section V.A below). With respect to other reviewable calls, beginning in the eighth inning (unless permitted earlier in accordance with Section VI.C.2(b) below), a Crew Chief may, in his sole discretion, conduct Replay Review upon his own initiative or upon the request of a Manager who has no remaining Manager Challenges. These Replay Reviews are subject to the following:
 - 1. A Club that has exhausted its Manager Challenges may (within the time limits set forth in Section D below) request but cannot insist that the Crew Chief invoke his right to initiate Replay Review.
 - 2. Except in the case of potential home run calls, the Crew Chief shall not initiate Replay Review of any play or call if the requesting Manager has a Manager Challenge remaining.

D. Timing of Manager Challenges and Crew Chief Reviews.

- 1. Except as otherwise set forth in Sections II.D.2 and Section II.G.3 below, Manager Challenges and Crew Chief reviews must comply with the following in order to initiate Replay Review:
 - a) *Umpire Notification*. A Manager must notify an Umpire that the Club is contemplating whether to challenge a play (or has determined that it wishes to challenge the play) immediately after the conclusion of the play. This requirement applies to all plays in the game, including plays that end an inning or the game, plays that end an

at-bat, and plays between pitches; except that, if the defensive team initiates an appeal play, any call made during the play prior to the appeal still may be subject to Replay Review. If a Manager appropriately notifies an Umpire that the Club is considering a challenge, the Umpire will hold play until the earlier of the expiration of the 15-Second Determination Timer below or an indication from the Manager that the Club is not going to challenge the play.

- b) 15-Second Determination Timer. If a Manager provides an Umpire with a timely notification that the Club is considering a challenge (or has decided to challenge), the Umpire will acknowledge the request by putting a hand in the air, the Field Timing Coordinator ("FTC") shall reset the Pitch Clock to 15 seconds for replay purposes only, and the umpire will hold play (or, if the play called would end the inning, hold the defensive team on the field) until the earlier of: (a) an indication from the manager that the Club is or is not going to challenge the play, or (b) the expiration of the 15-second timer. This 15-second timer shall be for replay determination purposes only, i.e., the batter shall not be required to be in the batter's box and alert to the pitcher with eight (8) seconds remaining, and the pitcher shall have no obligation to deliver a pitch before expiration of this 15-second timer. This time limit applies to all plays in the game, including plays that end an inning or the game, plays that end an at-bat, and plays between pitches.
- c) Manager Challenge. Managers are encouraged to indicate a Club's desire to challenge the call verbally and/or by making an appropriate hand gesture (e.g., mimicking wearing a headset) from the top step of the dugout. It is always the Manager's responsibility to ensure that an Umpire (either verbally or with a reciprocal hand gesture) has acknowledged his request to initiate a Manager Challenge within the time limit set forth above and to communicate the call being challenged with the required level of specificity. See Section II.I ("Specificity of the Challenge") below. A Manager may approach an Umpire on the field to discuss an aspect of the umpire's call. If a Manager approaches an umpire for this purpose, the FTC shall start the 15- Second Determination Timer. The Umpire shall have the discretion to provide additional time as required by the circumstances.
- d) Crew Chief Review. If permitted pursuant to Section II.C ("Crew Chief Reviews") above, a Crew Chief may initiate a Replay Review after the conclusion of a play. In the case of a play that results in a Crew Chief review, a Manager who seeks to exercise a

challenge with respect to another call from that play which is not otherwise part of the Crew Chief review must invoke his challenge before the Crew Chief makes communication contact with the Replay Official.

- e) *No Challenge*. If a Manager decides not to challenge (and there is no Crew Chief review), the umpire should signal for the timer to be reset to 18 seconds (with runners on), 15 seconds (with bases empty), or to the appropriate inning break timer (if the play ends the inning). The timer shall begin upon the umpire's signal.
- f) Call Challenged. Upon the completion of a Replay Review of a challenged call, the umpire should signal for the timer to be reset to 18 seconds (with runners on), 15 seconds (with bases empty), or to the appropriate inning break timer (if the play ends the inning). The timer shall begin upon the umpire's signal.
- g) Conclusion of the Play. For purposes of the Replay Review regulations, the conclusion of a play shall be indicated by an Umpire's final signal of "safe" or "out", an Umpire calling "time", or other clear indication that the play has concluded.
- h) *No Substitutions*. No substitutions or pitching changes may take place while the Umpires are in the process of invoking Replay Review.
- i) Post-Pitching Change Appeals. Notwithstanding Section II.D.1(a), if the defensive team conducts a pitching change prior to initiating an appeal play, the defensive team may not challenge the play (including the decision on the appeal and any play made prior to the appeal); provided that, if the pitching change was required due to an injury to the replaced pitcher, the defensive team shall retain the right to initiate a challenge. Should an appeal occur immediately following any pitching change, only the offensive team may challenge the decision on the appeal and/or any call made on the play prior to the appeal.
- 2. Crew Chief Discretion. If the Crew Chief determines that a Club's invocation of a Manager's Challenge is untimely, the play shall not be reviewed, the Umpire's call shall stand, and the Club shall not be charged with a challenge. However, the Crew Chief shall have the discretion to permit a late challenge by the offensive Manager if the Crew Chief determines that the defensive team accelerated play or called for a substitution for the sole purpose of preventing the offensive Manager from having a reasonable opportunity to exercise a challenge. The Crew Chief shall have the final authority to determine whether a

Manager's Challenge is timely. The judgment of the Crew Chief regarding the timeliness of a Manager's Challenge shall be final and binding on both Clubs, and shall not be reviewable by Replay Review or otherwise.

E. Inning-Break Mechanics.

- 1. If Replay Review is initiated after a third-out call, the broadcasters may not break for commercials until the completion of the review (at the earliest). If the third-out call is reversed, play on the field will continue without a commercial break until the inning is completed. If the third-out call is upheld, the FTC will notify the broadcasters, Umpires and on-field personnel that the normal inning break has commenced by starting the Pitch Clock.
- 2. If broadcasters adhere to the requirements contained in these Regulations, but Replay Review is invoked during a commercial break, the FTC will inform the broadcasters via his headset that Replay Review has been invoked, and the Crew Chief will delay announcing the results of Replay Review until after the normal inning break has elapsed. Under these circumstances, if the call on the field is upheld (meaning that the inning is over), normal inning break timings will not be kept; rather, players promptly shall change sides, the defense will engage in normal warm-up activities, and play will resume immediately upon the players and Umpires being ready.
- 3. Broadcasters should cut to commercial upon the last out of the inning or during pitching changes only when the FTC commences the break by starting the Pitch Clock.

F. Duration of Replay Review.

1. Two-Minute Rule. The Replay Official shall make a decision on a call under Replay Review within two minutes after the Crew Chief and Replay Official confirm which call is subject to Replay Review. If the Replay Official does not make a decision within two minutes, the Replay Director (or management official serving on his behalf) will instruct the Replay Official to make a decision. If the Replay Official does not feel he has enough video evidence to make a decision at the time of prompting by the Replay Director (or management official serving on his behalf), the Replay Official shall inform the Crew Chief that the call stands. In the event the call is overturned, the Replay Official's placements of runners (or such other actions necessary to place both Clubs in the same position that they would have been had the changed call been correct in the first instance) may occur after the expiration of the two-minute clock.

2. Exceptions. Notwithstanding the foregoing, this time limit shall not apply if more than one call is under Replay Review or during any Postseason games, including Wild Card games. Additionally, the Replay Director (or management official serving on his behalf) may permit the Replay Official additional time as a result of: (i) technological issues; (ii) the need to apply a relevant Official Playing Rule; or (iii) any other circumstances in which the Replay Director (or other management official serving on his behalf) reasonably believes that granting additional time to the Replay Official is more likely to result in an incorrect call being overturned.

G. Challenge of a Reviewable Play by Both Managers.

- 1. Both Managers may challenge different reviewable calls within the same reviewable play. These challenges may be in the form of a Manager's Challenge or a request for a Crew Chief review, to the extent available.
- 2. The Replay Official shall review all challenges properly initiated, and shall review the challenged calls in the order in which the calls occurred during the game. If the decision of the Replay Official on an earlier reviewable call renders moot a later reviewable call, the Replay Official shall not review the subsequent call. If a call challenged by a Club is not reviewed by the Replay Official by operation of the foregoing rule, that Manager's Challenge shall be deemed rescinded and the Club shall not be charged with the challenge.
- 3. If Manager Challenges by both Clubs are not invoked simultaneously, the second Club must invoke its challenge before the Crew Chief makes communication contact with the Replay Official; provided, however, that any Club adversely affected by a Replay Official's decision to change a call has the right to use a Manager's Challenge or request that a Crew Chief review another reviewable call in the same play, provided that (a) the Manager of the adversely affected Club makes the Manager's Challenge or requests the Crew Chief review immediately after the announcement of the Replay Official's decision, (b) the change of the initial call affects the relevance of the subsequent call to the outcome of the play, and (c) the Club adversely affected by the change in the initial call had no incentive to seek Replay Review of the subsequent call until after the Replay Official reversed the initial call. For purposes of this Regulation, the advancement of a runner (other than the batter-runner) pursuant to a non-call of Official Baseball Rule 6.01(j) (Sliding to Bases on Double Play Attempts) shall not be considered an incentive for the defensive Club to seek Replay Review.

Example 1. With two outs and no one on base, the Umpires call a line drive hit to the outfield a trap, but calls the batter-runner out when trying to advance to second base. The defensive Club had no incentive to challenge the trap call because the batter-runner was called out at second base to end the inning. However, if the offensive Club challenges the tag call at second base, and the Replay Official overturns the call, the defensive Club will be afforded the opportunity to challenge or request review of the trap call in the outfield by informing the Crew Chief of the challenge or request immediately after learning of the Replay Official's decision.

Example 2. With one out and a runner on second, the batter hits a long fly ball to center field that is caught. The runner on second, who had rounded third base at the time of the catch, fails to retouch third base on his way back to second base. He is tagged out at second base. The defensive Club had no incentive to appeal or otherwise challenge the runner's failure to retouch third base because the runner was called out at second base to end the inning. However, if the offensive Club challenges the tag call at second base, and the Replay Official overturns the call, the defensive Club will be afforded the opportunity to challenge the runner's failure to retouch third base. Because that play is an appeal play within the meaning of the Official Baseball Rules, the defensive Club must first appeal the play. If the Umpire calls the runner safe at third on such appeal, the defensive Club then will be afforded the opportunity to challenge the appeal play by informing the Crew Chief of the challenge immediately after the safe call.

Example 3. With no outs and runners on first and second, the Umpire calls a double play and the runner on second advances to third. The offensive Club challenges the double play. If the Replay Official overturns the double play and one or both of the runners is ruled safe, the defensive Club will be afforded an opportunity to challenge the Umpire's non-call of Official Baseball Rule 6.01(j).

4. If any of the conditions set forth in Section II.H.3 above is met and an additional call within a single play is subject to its own subsequent Replay Review and the decision by the Replay Official renders irrelevant a Manager's Challenge previously used by the opposing Manager on that play, then the opposing Manager's previous challenge shall be deemed rescinded and the Club shall not be charged with such challenge.

Example. With two outs and a runner on first, the batter hits a fly ball to the outfield that is ruled "no catch," and the runner is called "out" trying to reach third base, which results in the third out of the inning.

The offensive Manager challenges the call at third base, and the Replay Official determines that the runner was safe. The defensive Manager then challenges the "no catch" call on the batted ball to the outfield, and the Replay Official overturns the call to a "catch," which results in the third out of the inning. The offensive Manager's challenge of the call on the runner at third base is irrelevant because the batter is out by virtue of the fly ball being caught in the outfield, and therefore such previous challenge on the play would be deemed rescinded.

H. Effect of Replay Review Result on Post-Play Decision by Manager. If a call is overturned on Replay Review, any decision made by a Manager after the play and influenced by the incorrect call shall be nullified. Such Manager shall be permitted to reaffirm or change his strategic decision based on the result of the play as determined by the Replay Official.

Example 1. The defensive Manager signals for a pitching change after a play and, subsequently, the offensive Manager timely initiates a challenge or the Crew Chief initiates Replay Review. The Replay Review results in an overturned call. Any pitching change, or attempted pitching change, made by the defensive Manager shall be nullified unless reaffirmed by him after the Replay Official's decision is announced.

Example 2. With no outs and a runner on third base, the batter's bat hits the catcher's glove as he swings at a pitch and catcher's interference is called. On the swing, a fly ball is hit to left field and caught. The runner on third base tags up and scores on a close play at the plate. Pursuant to Official Baseball Rule 5.05(b)(3), because of the catcher's interference, the offensive Manager may elect either the interference penalty (i.e., batter awarded first base and runner returns to third base) or the result of the play (i.e., batter is out and runner scores). The offensive Manager elects to accept the result of the play. The defensive Manager then challenges the call at home plate, and the Replay Official overturns the call and rules the runner out at home plate. Knowing the final result of the play as determined by the Replay Official, the offensive Manager's decision to accept the result of the play shall be nullified unless reaffirmed by him after the Replay Official's decision is announced.

I. Specificity of the Challenge. When invoking a Manager's Challenge or otherwise requesting a Crew Chief review, it is the Manager's responsibility to ensure that the Umpire knows the specific calls for which he is seeking Replay Review, but the Manager need not state the reason for his belief that the call was incorrect. (For example, in order to challenge an "out" call on a force play at first base, the Manager need not state that the throw pulled the fielder off the bag, the runner reached first

base before the ball was caught, etc.) Moreover, the Replay Official shall have no authority to review any calls other than those included in a Manager's Challenge or those accepted for review by the Crew Chief.

Example 1. A runner is called safe in a rundown because the Umpire rules that the fielder missed a tag. The defensive Club challenges the tag call with a Manager's Challenge. During Replay Review, the Replay Official confirms that the tag was missed, but observes that the runner who was called safe was passed by a preceding runner in violation of Official Baseball Rule 5.09(b)(9). The Replay Official cannot correct the Umpires' non-call regarding the passed runner because the Manager only challenged the tag call.

Example 2. With nobody on base, a batter-runner is called out on a close, but routine, force play at first base. It is sufficient for the Manager to communicate that he is challenging the call without any further specificity.

J. Communicating with the Replay Official and the Public.

- 1. The Crew Chief shall indicate that a play is under Replay Review pursuant to a Manager's Challenge or Crew Chief discretion by initiating the pre-replay announcement process set forth by MLB. The Crew Chief and another Umpire (either the calling Umpire or another Umpire if the Crew Chief is the calling umpire) shall move immediately towards the designated communication location where they will have access to headsets or other appropriate equipment to communicate with the Replay Official, the home public address announcer and the television broadcasters.
- 2. The Crew Chief shall communicate with the Replay Official (on a two-way line) regarding the calls subject to the Replay Review, and provide each other with any information as the Crew Chief or Replay Official may deem relevant to Replay Review. About the same time, the Replay Operations Center shall communicate with the home Club's public address announcer regarding the calls subject to Replay Review simply for the purpose of identifying, in general terms, the call(s) under review. (The television broadcasters of the game will be privy to the same information included in the communication between the Replay Operations Center and the public address.)
- 3. The Replay Official will review the calls subject to the Replay Review in accordance with these Regulations, and inform the Crew Chief of his decision either to change the call on the field, confirm the call on the field or let stand the call on the field due to the lack of clear and convincing evidence to change it. If a call is changed by Replay Review, the Replay Official also shall inform the Crew Chief of any

placement of runners or such other actions as may be necessary in the Replay Official's judgment to place both Clubs in the same position that they would have been in had the changed call been correct in the first instance.

- 4. Upon receipt of the decision by the Replay Official, the Crew Chief will, by signal or otherwise, announce the Replay Official's decision to the Clubs, including the placement of runners or such other actions, and will initiate the post-replay announcement process set forth by MLB. (Prior to this time, it shall be permissible for the pitcher to throw warm-up pitches and for position players to engage in other warm-up activities.) If the Crew Chief believes that the decision of the Replay Official warrants it, the Crew Chief or other Umpire involved in the Replay Review may personally inform one or both Managers of the decision before play on the field is resumed. After the Replay Official communicates his decision to the Crew Chief, the Replay Official, if requested) shall communicate the Replay Official's decision to the home Club's public address announcer, and television broadcasters of the game.
- 5. If there is specific video that allows a Replay Official to definitively conclude that the call should be overturned or confirmed (as opposed to letting the call stand in the absence of video that provides clear and convincing evidence to overturn it), the definitive video used by the Replay Official in making his decision will be identified by the Replay Operations Center in their communication with the home Club's public address announcer and respective television broadcasters (the definitive video should then be accessible by the television broadcasters and scoreboard operator). Otherwise, no further video from the challenged play may be shown at the ballpark after the Replay Review decision has been announced.
- 6. The Crew Chief may communicate with the Replay Official at any time during a game for purposes of: (a) record-keeping (*i.e.*, to review the ball-strike count to a batter, the number of outs in an inning, and the score of the game); (b) determining whether a player or players properly were substituted for during a game pursuant to Official Baseball Rules 5.10(a), (d)-(j) and/or 5.04(a)(2); (c) determining, after appeal, whether a batter fails to bat in his proper turn, and another batter completes a time at bat in his place, in violation of Official Baseball Rule 6.03(b)or (d) confirming that an Umpire's decision on the field was consistent with the Official Baseball Rules. If the Crew Chief conducts such a review, the Crew Chief shall announce such review and the relevant reason (*i.e.*, record-keeping, illegal substitution, batting out

of order, or a rules check). Any communication with the Replay Official pursuant to this paragraph shall be in the sole discretion of the Crew Chief. A Manager may not direct, require or argue with the Crew Chief to communicate with the Replay Official for such purposes, and such conduct will subject the Manager to ejection from the game. Any communication regarding a video review of the facts underlying the Umpire's decision must be consistent with the limitations on challenges and reviewable calls consistent with these Regulations. Unless otherwise provided for by these Regulations, no Replay Review shall ever be permitted on judgment decisions by the Umpire.

K. Irrevocable and Final.

- 1. Once a Manager informs an Umpire that he wishes to exercise a Manager's Challenge, it may not be rescinded.
- 2. The decision of the Replay Official to either uphold or change one or more calls subject to Replay Review, and any decisions as to the placement of runners or other necessary actions to be taken, shall be final and binding on both Clubs and is not subject to further review or revision.
- 3. Once Replay Review is initiated, no uniformed personnel from either Club shall be permitted to further argue the contested calls or the decision of the Replay Official. On-field personnel who violate this provision shall be ejected.
- 4. In circumstances in which Replay Review is not available (e.g., the call is not reviewable, no Manager Challenge or Crew Chief review is available or, after the start of the eighth inning, the Crew Chief has communicated that he has declined to initiate Replay Review), if a manager, coach, or player makes reference to having observed a video replay that purportedly contradicts the call under dispute, such person is subject to immediate ejection from the game.

III. Standard for Changing a Call

To change a reviewable call, the Replay Official must determine that there is clear and convincing evidence to change the original call that was made on the field of play. In other words, the original decision of the Umpire shall stand unchanged unless the evidence obtained by the Replay Official leads him to definitively conclude that the call on the field was incorrect.

IV. Correcting an Incorrect Call

Consistent with Official Baseball Rule 8.02(c), if Replay Review results in a change to a call that had been made on the field, the Replay Official, to the extent feasible, shall exercise his discretion to place both Clubs in the same

position they would have been in had the call on the field been correct. This shall include placing runners where he thinks those runners would have been at the conclusion of the reviewed play if the reviewed call had been correctly made in the first instance, disregarding interference or obstruction that may have occurred on the play, failures of runners to tag up based upon the initial call on the field, runners passing other runners, missing bases, *etc*.

A. Placement of Runners.

- 1. Replay Official's Responsibility. All decisions regarding the placement of base runners resulting from a call that is overturned pursuant to these Regulations shall be made by the Replay Official in accordance with the standard set forth in the Official Baseball Rules.
- 2. Book Awards & Discretion. Unless directed otherwise by the Official Baseball Rules (for example, Official Baseball Rules 5.05(a)(5)-(9), 5.06(b)(3)(C) Comment, and 5.06(b)(4)(F), the Replay Official shall place the base runners on the bases he believes they would have reached had the reviewed call been made correctly. (For example, Official Baseball Rule 6.01(e) Comment states: "Batter and runners shall be placed where in the umpire's judgment they would have been had the interference not occurred." Rule 6.01(h)(1) states: "[A]ll runners shall advance, without liability to be put out, to the bases they would have reached, in the umpire's judgment, if there had been no obstruction.") Any doubt regarding the placement of runners should be resolved in favor of the last base legally touched at the time of the challenged call. More than one base should not be awarded unless it is obvious to the Replay Official that a runner would have safely advanced beyond one base had the call been made correctly, or the Official Baseball Rules otherwise require such advancement.
- 3. Factors to Consider. The Replay Official should consider several factors when placing the runners, including: (a) the depth of fly balls; (b) the speed of runners; (c) the location of runners on the field when the play occurred; (d) the number of outs at the time of the play; and (e) whether the incorrect call affected the subsequent behavior or conduct of the offensive or defensive players.
 - 4. Subsequent Calls and Outs.
- a. If the Replay Official determines that an incorrect call on the field had no effect on the subsequent behavior or conduct of the offensive or defensive players, the Replay Official shall change the incorrect call, but let stand any on-field calls or plays unaffected by the incorrect call. The Replay Official may not declare a runner out based on a play the umpire believes would have occurred subsequent to the play subject to Replay Review.

Example 1. A runner attempts to advance to second base on a force play. The runner fails to touch second base, and the second baseman fails to tag the runner or the base, but the umpire calls the runner "out." The runner, believing he is out, makes no attempt to touch second base and leaves the field. The offensive manager challenges the call, and the Replay Official determines that the second baseman did not tag the runner or the base. The Replay Official shall reverse the call on the field, declare the runner "safe" and place him at second base.

b. Notwithstanding Section IV.A.4.a above, when overturning an out call to safe on a force play at second or third base where the advancing runner makes no bona fide attempt to hold the base or to advance to the next base, the Replay Official shall call the runner "safe," but subsequently out for abandonment if the umpire's call did not have any impact on the runner giving up his efforts to run the bases. In such a play with two outs, whether a preceding (*i.e.*, lead) runner scored before the runner abandoned second or third base shall be determined based on the time that the runner passed second or third base with both feet on the ground beyond the back edge of the base. *See* Example 2 below.

Example 2. With two outs and runners on first and third base, the runner on first attempts to advance to second base on a ground ball hit to an infielder. The fielder in possession of the ball fails to tag second base before the runner touches second base, but the umpire calls the runner "out" as a result of the force play. In advancing to second base, the runner touches the base without sliding and instead runs through the base without making a bona fide attempt to hold second base or otherwise advance to third base. The offensive manager challenges the call, and the Replay Official determines that the runner touched second base before the fielder in possession of the ball touched the base. The Replay Official shall reverse the call on the field, declare that the runner was "safe" at second base, but then immediately call the runner out for abandonment. If the runner on third attempted to score on the force play and successfully touched home plate, the scoring of the run is a time play and the Replay Official shall determine whether the runner abandoned before the runner from third touched home plate (i.e., whether the abandoning runner placed both feet on the ground beyond the back edge of second base before the runner from third touched home plate). If the runner who was determined to have abandoned second base passed second base with both feet on the ground beyond the back edge of the base before the runner from third touched home plate, then the run shall not score.

- 5. *Scoring*. The Replay Official shall determine whether base runners would have scored had the call been made correctly, and award or nullify runs scored by a Club where appropriate.
- 6. Final and Binding. The decision of the Replay Official regarding the placement of runners, or runners being declared out, shall be final and binding on both Clubs. On-field personnel shall be ejected if they argue or otherwise challenge the placement of runners.

V. Reviewable Calls

The only calls eligible for Replay Review are set forth in this Section V. Calls not identified below may not be reviewed at any time, but nothing contained herein shall limit the Umpires in their ability to convene the crew on the field to further discuss any play consistent with Official Baseball Rule 8.02.

If a Manager challenges a call that is not eligible for review, the Crew Chief will inform him that the call is not reviewable, and the Club shall not be charged with a challenge. To the extent the Crew Chief is unsure of whether a call challenged by a Manager is eligible for review, he may consult with the Replay Official prior to making the determination. If either the Club or Crew Chief invokes Replay Review of a call that the Replay Official determines is not subject to Replay Review, he will inform the Crew Chief that the play is not reviewable and the Club will not be charged with a challenge. To the extent that the Official Baseball Rules require the defensive Club to appeal a play eligible for Replay Review (e.g., a runner missing a base), Replay Review may not be initiated until the Umpires rule on the appeal.

- A. Potential Home Run Calls. The Umpires' decision to call or not call a home run may be reviewed if there is a question as to whether the ball left the playing field or struck an object; whether the ball struck the top of a fence, hit a railing or otherwise stayed within the field of play; whether the ball was interfered with by a spectator reaching over the fence; or whether the ball was fair or foul.
- **B. Non-Home Run Boundary Calls.** Calls involving a decision regarding whether a live ball (1) bounces out of the field of play; (2) strikes the top of a fence or hits a railing or other obstacle in the ballpark; (3) is interfered with by a spectator reaching over the fence; (4) is successfully caught by a fielder proximate to a stadium boundary (e.g., while falling into the stands); (5) leaves the field of play and becomes a dead ball; or (6) is lodged or temporarily lodged in a field fence, scoreboard, shrubbery or vines on a field fence, or other similar object.

Example. With no outs and a runner on first base, the batter hits a high pop up over the foul line that is caught by the third baseman. The

offensive team challenges that the ball struck the roof in foul territory prior to being caught, and therefore is a dead ball. The Replay Official is permitted to rule on whether the ball struck an area that, according to the local Ground Rules, is out of play. As set forth below in Section V(C), the Replay Official may only review the fair or foul status of the ball if the on-field crew has determined that the batted ball landed at or beyond the set position of the first or third base Umpire.

C. Specified Fair/Foul Ball Calls. Calls involving a decision regarding whether a batted ball was "A FOUL BALL," within the meaning of the Official Baseball Rule's Definition of Terms but only with respect to balls that first land at or beyond the set positions of the first or third base Umpire and balls that are touched by a defensive player in flight prior to landing at or beyond such positions. (In the case of a three-man crew, the home plate Umpire has the discretion to determine where the first or third base Umpire would have been set for the purpose of determining whether a fair/foul ball call is reviewable.) Line drives fielded by a defensive player in the infield and balls that first land in front of the set positions of the first or third base Umpire shall not be subject to review. The Umpire shall determine whether a purported foul ball landed in front of his position and/or whether a ball was touched by a fielder prior to landing in front of his position and thus is not subject to review. Such determinations by the Umpire are not reviewable.

D. Force/Tag Play Calls. Calls involving a defensive player's attempt to put out a runner or batter-runner by tagging the runner or batter-runner or touching a base, and/or whether or not the runner acquired the base. When reviewing such calls, the Replay Official shall determine that a fielder has caught the ball, consistent with the Official Baseball Rule's Definition of Terms, at the point in time that the ball touches the fielder's hand or glove (so long as the fielder maintains possession of the ball from the point of contact and thereafter).

Notwithstanding the foregoing, the following calls will not be subject to review:

- 1. The Umpire's judgment on whether a base runner rounded first base in an attempt to advance to second base.
- 2. The Umpire's judgment on whether a base runner abandoned his effort to advance in accordance with Official Baseball Rule 5.09(b)(2) (except as set forth in these Replay Regulations).
- 3. The Umpire's judgment on whether a base runner was pushed off a base.
- If a Manager invokes Replay Review to challenge an umpire's determination that a runner was out by the fielder's act of touching a

base (i.e., a force play) and the Replay Official confirms the out call on a basis other than a force play, the Replay Official also shall rule on any time play, if applicable.

Example. With two outs and runners on first and third base, the batter hits a ground ball to the shortstop. The shortstop throws the ball to second base and the runner is called out on the force play for the third out of the inning. The offensive Manager invokes Replay Review to challenge the call at second base. If the Replay Official determines that the runner reached the base before the fielder had possession of the ball, but was thereafter tagged by the fielder while off of the base, and accordingly, confirms the call on the field, the Replay Official also shall determine if the runner from third advanced to home plate before the runner was tagged out. But see Section IV.A.4.

E. Catch Plays In The Outfield. An Umpire's decision whether a fielder caught a fly ball or line drive in flight in the outfield before it hit the ground (or an object other than the fielder.) See Official Baseball Rule Definition of Terms of "A CATCH"; and "IN FLIGHT".) Fly balls or line drives fielded by a defensive player in the infield shall not be eligible for review. Any outfielder who stations himself in the infield on the play shall be considered an infielder for the purpose of this Regulation. A fly ball (but not a line drive) touched by an infielder (other than the pitcher or catcher) in an area behind the original positioning of the nearest infielder (other than the pitcher or catcher) shall be considered a fly ball in the outfield subject to review. A fly ball for purpose of this Section V.E shall include a line drive deflected by an infielder that becomes a fly ball. The Umpire shall determine whether a call is reviewable under this provision. Such a determination by the Umpire is not reviewable.

F. Base Running. The following base running calls are reviewable:

- 1. Calls involving whether a base runner passes a preceding runner before such runner is out in violation of Rule 5.09(b)(9);
- 2. Determinations of whether a base runner scored ahead of a third out (see Rule 5.08(a)); and
- 3. Upon an appropriate appeal by the defensive Club, whether a base runner touched a base (*see* Rule 5.09(c)(2) and Comment). [NOTE: In circumstances in which the Replay Official is reviewing whether a runner re-touched a base, the Replay Official also shall review whether the runner's re-touching of the base was necessary.]

Notwithstanding anything to the contrary in this Section F or elsewhere in these Regulations, in accordance with Official Baseball Rule 8.02(c), when reviewing a play at home plate, if the Replay Official determines

both that the runner did not touch home plate <u>and</u> that the fielder did not tag the runner (or, in the case of a force play, did not touch home plate), the Replay Official shall rule the runner "safe" at home plate unless the defensive Manager appeals the failure of the runner to touch home plate prior to the Crew Chief making contact with the Replay Official.

Example. A runner attempts to score on a play at the plate. The catcher misses the tag on the runner, and the runner fails to touch home plate, but the umpire calls a tag and the runner "out." The offensive manager challenges the call, and the Replay Official determines that the catcher missed the tag. The Replay Official shall disregard the failure of the runner to touch home plate, declare the runner "safe" and score the run. If, however, the catcher tags the runner after his initial attempt, after the initial call of the umpire, and before the runner touches home plate, the Replay Official shall declare the runner "out" and not score the run.

G. Hit By Pitch. Those plays for which there is a possibility that a pitched ball touches a batter, or his clothing. *See*, *e.g.*, Rules 5.06(c) and 5.05(b)(2). Any doubt as to whether a pitched ball hit the bat (as opposed to the batter or his clothing) should be resolved by the Home Plate Umpire at that moment as hitting the bat and not the batter, and the Umpire should declare a fair or foul ball under the circumstances. Notwithstanding the foregoing, whether the ball was in the strike zone when it touched the batter, and whether the batter made any attempt to avoid being touched by the ball, shall not be reviewable. *See* Rule 5.05(b)(2).

Example 1. A pitch strikes the batter, but the Umpire erroneously rules that the pitch struck the bat instead and rules "foul ball." The Manager on offense appropriately invokes replay and the Replay Official reverses the call. The Crew Chief shall declare the ball dead at the moment it struck the batter and rule accordingly.

Example 2. A pitch strikes the bat, but the Umpire erroneously rules "hit batter—dead ball." The Manager on defense appropriately invokes replay and the Replay Official reverses the call. If the ball lands foul, the Replay Official shall call the ball "foul." If the ball lands fair, the Replay Official may take into consideration whether the defensive team attempts to retire the batter-runner, whether the batter-runner attempts to take a base, the batter-runner's attempt to deceive the defensive team and the Umpires on the field, and other relevant factors, in placing the batter-runner, calling him out (consistent with Section IV.A.4 above), or calling the ball "foul" (if a "foul ball" ruling would result in a third strike, the pitch would be replayed).

H. Collisions At Home Plate. An Umpire's decision to call or not call a violation of Official Baseball Rule 6.01(i).

Example. A runner collides with a catcher and touches home plate on a close play at home plate, but the home plate Umpire calls the runner out for having violated Official Baseball Rule 6.01(i). The Manager on offense invokes Replay Review to challenge the application of Rule 6.01(i). If the Replay Official overturns the call that Rule 6.01(i) was violated, then he also shall determine whether the runner was tagged out before touching home plate.

NOTE: Whenever Replay Review of a call involving the application of Official Baseball Rule 6.01(i) is initiated, the Replay Official also shall review any other reviewable call on the runner at home plate on that play (e.g., whether the runner was tagged out at home plate even if Rule 6.01(i) was not violated).

- **I. Tag-Ups.** An Umpire's decision whether a runner failed to retouch his base after a fair or foul ball is legally caught before he, or his base, is tagged by a fielder. *See* Official Baseball Rule 5.09(b)(5).
- **J. Placement of Runners.** An Umpire's placement of a batter and/or runners following any boundary call listed in Section V.A or V.B above or following intentional interference by authorized on-field personnel. The Replay Official's placement of runners following a change to a call on a field pursuant to Section IV is not eligible for subsequent challenge.

NOTE: Whenever Replay Review is initiated based on an Umpire's placement of runners, the Replay Official also shall review the predicate call prompting the placement of runners (e.g., whether spectator interference occurred prior to the placement of runners).

K. Interference for the Purpose of Breaking Up a Double Play. An Umpire's determination under Official Baseball Rule 6.01(j).

NOTE: Other than for purposes of determining whether the runner interfered with a fielder within the meaning of Rule 6.01(j), whether a base runner willfully or deliberately interfered with a fielder with the intent to break up a double play within the meaning of Rule 6.01(a)(6) or (7), shall not be reviewable.

Example. While running to second base, a runner intentionally collides with the second baseman, who is attempting to field a ground ball between the bases. Because whether the runner engaged in a bona fide slide is not at issue, whether the umpire determines there was interference is not reviewable.

- L. Spectator Interference. An Umpire's decision whether spectator interference occurred.
- **M. Catcher's Interference.** An Umpire's determination under Official Baseball Rule 6.01(c). Notwithstanding the foregoing, a call of interference under Rule 6.01(g) (Interference with Squeeze Play or Steal of Home), is not reviewable.
- **N. Infielder Positioning.** An Umpire's determination regarding whether the defensive team complied with Official Baseball Rule 5.02(c); provided, however, that the play shall be reviewable by the offense only with respect to an infielder who was the first player to touch the ball after the pitch.

VI. Technology and Personnel

A. Available Video. For each game, the following camera feeds will be available to the Replay Official: (1) the home and away local broadcast feeds, (2) national broadcast feeds when available, (3) up to twelve additional camera feeds from both the home and away local broadcasters, and (4) a high-home camera feed.

B. Replay Officials.

- 1. Staffing. A Replay Official will be assigned to all Championship Season, All-Star and Post-Season games played in the 30 Major League ballparks (and, beginning in 2015, in any ballpark at which a Major League Championship Season game is played). The Office of the Commissioner shall assign supervisory personnel and technicians to assist with the review process. The Office of the Commissioner may publicly disclose, by crew, the identities of the Umpires who are serving as Replay Officials on a given day, and may disclose the identity of any umpire making a specific replay decision.
- 2. Review Process. After video review is initiated, the Replay Official, working with a technician, will immediately begin the review process. The Replay Official shall review video and (if available) audio. The Replay Official shall not have direct control of the monitors or computer but will be assisted by a technician who will operate the technology equipment.

C. Technology.

1. Technical Issues. In the event that the Replay Review system is not operational for all or part of a game, each ballpark will have available an alternative method of conducting video review at the ballpark pursuant to procedures distributed by the Office of the Commissioner (e.g., by having the on-field umpires use the in-park video equipment). If it is not feasible to utilize the alternative review system, the Office of

the Commissioner, in consultation with the Crew Chief, will determine whether to play the game without the availability of video replay review, or modify the review process or procedures in order to permit video replay review to be conducted. In the event that video replay review is not available in a game, the Crew Chief shall inform both Managers and the press box, and a public address announcement shall be made to that effect.

- 2. *In-Park Video*. The home and visiting Clubs will be provided the same live telecast feeds used by the Replay Officials to assist them in determining whether to challenge a play.
 - (a) If either the home or visiting Club loses access to the telecast feeds due to technical issues during the game, such Club should immediately contact: (i) the Crew Chief; and (ii) the appropriate technical support contact (as referenced in the Clubhouse Video Technical Support guidelines issued by the Commissioner's Office) who shall attempt to acquire (or re-acquire) the telecast feeds using built-in system redundancy that allows the home and visiting systems to share video feeds in the case of an outage. During any period of the game in which a Club does not have access to the telecast feeds, the Crew Chief shall have discretion to grant such Club additional time to initiate a Manager Challenge. The Manager of the affected Club promptly shall notify the Crew Chief once the telecast feed is restored.
 - (b) If either the home or visiting Club loses access to the telecast feeds due to technical issues before the start of a game, each affected Manager shall notify the other Manager, the game's Crew Chief and the appropriate technical support contact (as referenced in the Clubhouse Video Technical Support guidelines issued by the Commissioner's Office). If either Club does not have the telecast feeds available by the start of the game, the Manager Challenge system set forth in Section II.B above will remain the same, but Crew Chief Review (pursuant to Section II.C above) shall be available for the entire game (even if the telecast feeds become available to both teams after the start of the game). In such circumstances, prior to the game, the Crew Chief shall confirm the use of Crew Chief Review for the entire game at the home plate meeting with the Club Managers and shall indicate the same to the press box and public address announcer.
 - (c) The dugout phone will be connected to the video review location. If the dugout phone does not work at any point during the game, upon notifying the home plate Umpire, the Manager shall be

permitted to communicate with his Club's video review location via walkie-talkie. On-field personnel in the dugout may not discuss any issue with individuals in their video review room using the dugout phone other than whether to challenge a play subject to video Replay Review. Clubs and on-field personnel who violate this prohibition may be subject to discipline by the Office of the Commissioner.

- 3. Scoreboard. Video replays will be available for use on the ballpark scoreboard and may be displayed in accordance with the applicable Major League Baseball regulations. Umpires are prohibited from using video replay on the in-park scoreboard as a basis to change a call on the field (whether by crew consultation or otherwise).
- 4. Games at Alternate Venues. Subject to its obligations with the Major League Baseball Players Association and the Major League Baseball Umpires Association, the Office of the Commissioner reserves the right to determine whether replay will be used, and if so what procedures will apply, for any Major League games not played in one of the 30 Major League ballparks.
- 5. Communications. Communications between or among Umpires on the field and Replay Officials and other replay personnel shall not be recorded or used for any purpose other than conducting Replay Reviews.
- **D. Official Scorer.** Nothing contained herein shall abrogate the sole authority of the Official Scorer to make all decisions concerning the application of Official Baseball Rule 9 based on the rulings of the Replay Official and/or the Umpires on the field. *See* Official Baseball Rule 9.01(a).

2-13 Conduct Towards Official Scorers

Official Scorers are independent contractors who serve at the direction of Major League Baseball and, as such, are representatives of the Commissioner of Baseball. Official Scorers perform a difficult and valuable service to Baseball and, accordingly, should be treated with respect. In addition, please be mindful of the following:

- Club officials and players are prohibited from initiating communication
 with Official Scorers regarding their decisions. Attempts by Club
 personnel to intimidate, influence or pressure Official Scorers into
 changing their calls will be taken especially seriously by the
 Commissioner's Office.
- Official Scorers may not be interrupted while play is in progress, but Press Box personnel are permitted to ask Official Scorers for an explanation of plays in between innings.

- Official Scorers who wish to discuss plays or calls with Club personnel must work through the Club Public Relations Director to arrange a conversation in the clubhouse or by telephone.
- A Major League player or Club may request review of an Official Scorer's judgment call as set forth in Official Baseball Rule 9.01(a). All requests for such reviews must be submitted, in writing, to the Commissioner's Office. Of course, in addition to formal appeals, the Commissioner's Office welcomes any Club feedback (positive and negative) regarding its Official Scorers. Such feedback will be noted in the Official Scorer's file and will help the Commissioner's Office to regularly evaluate the caliber of scoring in all of our cities.

2-14 Starting Lineups

Two-Way Players: Each Major League Club must use the Lineup App to create the lineup card it provides to the umpires in advance of each game. All players eligible to participate in a game, regardless of position, must be included on that game's lineup card and the Club must ensure that the position designation for each player eligible to play in the game (i.e., pitcher, position player, or "Two-Way Player") matches the official eBIS position designation, and ensure that the roster complies with all roster and positional limitations contained in Major League Rule 2(b)(2). In the event of a technical issue, Clubs may manually create the official lineup card, provided that a Club official in its Baseball Operations department review the card to ensure that the official eBIS position designations appear, and that the lineup adheres to the roster and positional limitations contained in Major League Rule 2(b)(2). See Official Baseball Rule 4.03 and Major League Rule 2(b)(2).

Publishing Lineups: Clubs may not publish starting lineups for any championship season or postseason game until they have submitted the lineup to MLB Data Operations (and received confirmation of receipt from Data Operations). This also means Clubs may not provide to the media or post lineups in any area of the Clubhouse that is accessible to the media, the press box or to social media until they have completed the submission and confirmation process. This requirement also applies to any modifications to published or submitted starting lineups.

In order to submit your starting lineup to MLB Data Operations, the Major League Field Manager or Club PR should email it to StartingLineups@mlb.com. Additionally, if a Club submits a starting lineup to MLB with an embargo, MLB Data Operations will confirm receipt and the embargo. In such circumstances, the Club must wait until the embargo time has run to publish publicly, including posting lineups in any area of the Clubhouse that is accessible to the media.

2-15 PitchCom Pitcher-Catcher Communication Device Regulations

Notwithstanding anything to the contrary in Official Baseball Rule 5.07, the procedures described herein govern use of the PitchCom Pitcher-Catcher Communication Device ("PitchCom") to deliver signs to the pitcher and other defensive players.

A. Overview

- 1. MLB will provide each Club with at least four (4) transmitters, twelve (12) receivers, and two PitchCom charging cases. Clubs may not be in possession of more than four (4) transmitters or twelve (12) receivers at any given time.
- 2. Use of the PitchCom device is optional for Clubs and wholly voluntary for players. The decision of one Club to not use the PitchCom device shall not preclude their opposing Club from using the PitchCom device (unless, as described below, one Club's PitchCom device has malfunctioned).

B. In-Game Use

- 1. A maximum of six (6) receivers may be used on the field at any given time, and may be worn by any defensive player. Receivers must be worn in the hat of non-catchers. All receivers and transmitters not on the field must remain in the charging cases during the game, except the receivers stored in the bullpen may be worn by any pitcher in the bullpen who is actively warming up in anticipation of being selected to enter the game. For the avoidance of doubt, no PitchCom transmitters may be used by other pitchers in the bullpen or by any Club personnel in the dugout.
- 2. Up to two (2) transmitters may be in use during the game at any given time. The transmitters may only be used while the team is on defense and may only be worn by the in-game catcher and the in-game pitcher. The in-game pitcher may wear the transmitter only on his belt, on his bicep underneath the sleeve of the jersey, or on the back of his glove.

Note: Clubs may submit requests for alternate locations for the pitcher to wear the transmitter, subject to Office of the Commissioner approval.

3. All signals must be sent from the in-game catcher to the pitcher or from the in-game pitcher to the catcher (other players who are wearing a receiver will also be able to hear the signals). Other than the active ingame catcher or pitcher, no one may use the transmitter during games under any circumstances.

- 4. The pitcher is not required to take signs from the catcher or to send signs to the catcher while in contact with the pitcher's plate. The pitcher may use the transmitter to send signs while in contact with the pitcher's plate; provided, however, that if the umpire determines that the pitcher's use of the transmitter while in contact with the pitcher's plate deliberately deceives the runner, batter, or umpire, the pitcher shall be charged with a balk (if there are runners on base) or a ball (if the bases are empty).
- 5. Batters and baserunners are strictly prohibited from wearing a receiver while at bat or while running the bases.
- 6. When changing catchers, the departing catcher shall either hand his transmitter to the replacement catcher or, if the replacement catcher brings a new transmitter onto the field, place his transmitter in the storage location set forth in B(8) below.
- 7. When changing pitchers, the departing pitcher shall either hand his receiver and transmitter (if using one) to the manager or place the devices in the storage location set forth in B(8) below. The manager shall provide a transmitter (if using one) and a receiver to the replacement pitcher (if the replacement pitcher is not already wearing a receiver pursuant to Section B(1)).
- 8. In-Game Storage. Each Club will designate a location within each Club's dugout and bullpen for the storage of PitchCom devices and the charging cases during the game.
 - a. Any transmitters and receivers not in use during the game must be stored in the charging cases, which shall be placed in the Club-designated areas in the dugout and bullpen.
 - b. Umpires and GCMs may request, at any time, to confirm the location of any of the PitchCom devices, including to confirm adherence with the in- game storage requirements set forth herein.
 - c. Prior to each game the GCM will verify that all four (4) transmitters and twelve (12) receivers are in working order, in the charging cases, and sufficiently charged. Such check shall occur no more than 30 minutes prior to first pitch.

C. Device Malfunction/Technical Issues

1. In the event of a technical issue with the PitchCom device that renders it inoperable, the pitcher or catcher can call time, notify the home plate umpire as to the nature of the issue, and request a replacement receiver or transmitter (as applicable). Play will be stopped

for the purposes of delivering a new receiver/transmitter from the dugout. For the avoidance of doubt, only the pitcher and catcher will be permitted to call time for the replacement of a receiver or transmitter.

2. If one Club's PitchCom devices are malfunctioning, the Club shall notify the GCM that the system is experiencing a technical issue, and, with the help of the GCM, attempt to troubleshoot the PitchCom device. If the nature of the technical issue requires attention from Club personnel who are not permitted in the dugout during the game, the GCM may transport the charging case, transmitters, and receivers to a location proximate to the dugout (e.g., the tunnel or room off of the tunnel) and oversee efforts to troubleshoot the issue. In the event the devices are still malfunctioning after efforts to troubleshoot, when the team returns to the field the next inning, the Club shall advise the Home Plate Umpire that the PitchCom device is not functional, and both Clubs will be prohibited from using PitchCom for the game. At this point, both Clubs must return all PitchCom devices (including all receivers and transmitters) to the charging case and the GCM shall then, after confirming that all of each Club's PitchCom devices are stored in their respective charging case, remove the charging cases from the dugouts to a location in each Club's clubhouse.

The Club experiencing technical issues should continue to troubleshoot. If the Club is able to resolve the issue during the game, the Club shall advise the Home Plate Umpire that the PitchCom devices are functional, and both Clubs will be permitted to use PitchCom starting with the top half of the next inning.

- 3. Any malfunctioning or damaged devices must be removed from the game.
- 4. If, in the umpire's determination, a technical issue with the PitchCom device is delaying play, the umpire may require the discontinuation of the system for the Club experiencing the technical issue until the technical issue has been resolved.

D. Discipline

- 1. Any Club found to have more than four (4) transmitters and twelve (12) receivers at any given time will be subject to discipline.
- 2. For the avoidance of doubt, except as set forth explicitly in Regulation 2-15, the prohibitions contained in Regulations 1-1 and 1-2 shall remain in effect. By way of example, any attempt to use electronic devices to intercept or block an opponent's signals will be deemed a violation of Regulation 1-1(C).

- 3. Club personnel and players are subject to immediate ejection for violations of Regulation 2-15(B)(2), (3), and (4), in addition to the following:
 - a. Players. Use of the PitchCom device in any manner that violates Regulation 1-1(B) or (C) shall be subject to discipline as set forth in Regulation 1-2(H) above. For all other violations of Regulation 2-15, the Commissioner or his designee may discipline the player for just cause pursuant to Article XII of the Basic Agreement, subject to the player's right to challenge such discipline pursuant to Article XI(C) of the Basic Agreement.
 - b. Clubs and Other Club Personnel. Violations of Regulation 2-15 may subject Clubs and Club staff to potential discipline, including discipline as set forth in Regulation 1-2(H) in the event Clubs and non-playing Club Personnel use the PitchCom device in any manner that violates Regulation 1-1(B) or (C).
- 4. Any Club that loses or damages (outside of normal game use) a transmitter or receiver will be charged a replacement fee of \$3,000 per unit. Any Club that loses or damages (outside of normal game use) a charging case will be charged a replacement fee of \$5,000 per charging case.

3. UNIFORMS AND EQUIPMENT

3-1 Alternate Uniform Jerseys

Prior to the first game of each series, the home Club shall be responsible for communicating to the visiting Club its intention as to which uniform it will be wearing for each game of the series. In the event that the home Club has indicated that it will not be wearing its alternate jerseys for a game, the visiting Club is permitted to wear its alternate jerseys for such game. If a home Club has indicated that it will be wearing its alternate jerseys for a game, the visiting Club will not be permitted to wear an alternate jersey if that jersey is too similar to the home Club's alternate jersey (e.g., black jerseys would be considered too similar to an opponent's navy jerseys, but red jerseys would be permitted when an opponent wears blue jerseys).

Nike/Fanatics is the exclusive supplier for batting practice apparel and game jerseys. Clubs are permitted to wear any apparel from Nike/Fanatics Authentic Collection during batting practice. However, no caps should be worn during batting practice other than the official batting-practice cap for all uniformed personnel.

3-2 Special Club Uniforms

Clubs are not permitted to wear a special uniform or headwear or commemorative patch for a particular game or for the season, whether for a promotional event or otherwise, without prior approval from the Office of the Commissioner. Such approval must be sought no later than November 15 of the year preceding the championship season in which such a special uniform, headwear or patch is desired to be worn. The following policies will apply to all such requests:

- A. No Club request to wear special uniforms or uniform components will be approved on dates earmarked for MLB national initiatives.
- B. The wearing of a single uniform number is a tribute reserved to honor Jackie Robinson. No Club request for a similar tribute will be approved.
- C. Memorial patches may only be affixed to team jerseys. No memorial patches—except in the case of national initiatives—may be affixed to hats or any other part of the uniform. Patches must be submitted to both the Senior Vice President of Consumer Products and the On-Field Operations Department for approval of size, colors and placement. All memorial patches will only be approved for the championship season. Please contact the On-Field Operations Department regarding additional approval to wear any patches during the postseason, which in no instance may interfere with the placement of MLB postseason or World Series patches.
- D. No corporate marks, logos or sponsorship endorsements are permitted as part of special uniforms.
- E. When both Clubs will be wearing Special Uniforms during a game, each Club's uniform must be different in color and design in accordance with the guidelines in Regulation 3-1 ("Alternate Uniform Jerseys").
- F. Umpires may not wear special uniforms or uniform components without the specific approval of Major League Baseball.
- G. No Club request to wear a special uniform or uniform component six or more times will be approved. Should a Club desire to wear a special uniform or uniform component more than five times in a season, it must be submitted to the MLB Design Services Department by the designated deadline set forth in the Agency Agreement (e.g., March 31st contemplated change notification) to be included in the MLB Style Guide as an alternate jersey for the following championship season.

3-3 Fielding Gloves

The umpire may measure questionable gloves at his discretion or the opposing manager may request that a glove be measured. Each manager is

limited to two such requests per game. All measurements will be taken by the umpire between innings only. If the glove is illegal, it will be temporarily confiscated. A player refusing to obey the umpire's order may be ejected from the game. Play that has transpired prior to the measurement will be allowed to stand.

A. Attachments

Pitchers' gloves that have long lacing or strings attached to them may serve as a distraction to the batter. If, in the umpire's opinion these attachments cause a batter to be distracted, the umpire may order the pitcher to either remove or cut off the leather string or other distracting material. Official Baseball Rules 3.06 and 3.07 specifically deal with pitchers' gloves and will be applied to this issue. The rules pertaining to the pitcher's uniform, sweatshirt, and glove are designed to prevent the pitcher from using artificial means to distract a batter.

In addition, the pitcher may not attach anything to either hand, any finger or either wrist (Band-Aid, tape, Super Glue, bracelet, ring, *etc.*). The umpire shall determine if such attachment is indeed a foreign substance for the purpose of Rule 6.02(c)(7), but in no case may the pitcher be allowed to pitch with such attachment to his hand, finger or wrist.

B. Oversized Gloves

Official Baseball Rules 3.04, 3.05 and 3.06 describe proper glove measurements. The key measurements are "J" and "A" lines. (See Appendix 4 in the Official Baseball Rules.) The "J" line from the top of the index finger (first finger) to the bottom edge cannot measure more than 13 inches. The "A" line, palm width, measured from the inside seam at the base of the index or first finger to the outside edge of the little finger of the glove cannot be more than $7^{3}/_{4}$ inches. The first baseman's glove cannot be more than 13 inches from top to bottom, and the catcher's glove cannot be more than $15^{1}/_{2}$ inches from top to bottom or more than 38 inches in circumference.

Measurements should be made from the front or receiving side of the glove and the measuring tape should be placed in contact with the glove and follow all contours.

C. Color

The pitcher's glove may not, exclusive of piping, be white, gray, nor, in the judgment of an umpire, distracting in any manner. No fielder, regardless of position, may use a fielding glove that falls within a PANTONE color

set lighter than the current 14-series. (*See* Official Baseball Rule 3.07(a).) Any pitcher starting or entering a game wearing a colored glove must wear a glove of the same color for the pitcher's entire participation in the game.

D. Attach or Affix onto Glove

No player may use in a game any glove to which any pins, flags, commemorative patches, decals or other items have been attached, embroidered or otherwise affixed unless authorized by the Office of the Commissioner. A player may not write, attach, affix, embroider or otherwise display messages on his fielding glove. A player may display his name and/or uniform number on his fielding glove. A player may also display a nickname on a fielding glove provided that the nickname is not visible during games and is not reasonably likely to offend fans, business partners, Players or others associated with the game.

3-4 Altered Bats

A. Illegal Bats. No bat may be used in Major League games, practices or exhibitions without the express prior approval by the Commissioner's Office in accordance with Major League Baseball's Bat Supplier Regulations. The integrity of the game of Baseball is at issue here and the Commissioner's Office will continue to count on the cooperation and responsibility of Clubs, players and on-field personnel to maintain that integrity.

The policies described herein are in effect in regard to corked, improperly treated and otherwise altered bats, and in no way change or affect the application of Official Baseball Rules 3.02(a) through (c) and 6.03(a)(5). These rules, which define the construction of the bat, the use of substances to improve the grip of the bat and the penalty for the use or attempted use (*i.e.*, bringing into the batter's box) of an illegal bat, will remain in effect, as always. Thus, a batter shall be deemed to have used or attempted to use an illegal bat if he brings such a bat into the batter's box (See Rule 6.03(a)(5) Comment).

B. Penalty.

(1) Should it be discovered by direct, immediate observation by an umpire during play that a player is using or attempting to use an illegal bat, the provisions of Rule 6.03(a)(5) will apply fully and will result in the ejection of the player and in nullification of any game action immediately attributable to the use of that bat. No advancement on the bases will be allowed (except advancements that are not caused by the use of an illegal bat, e.g., stolen base, balk, wild pitch, passed ball), and any out or outs made during a play with such illegal bat shall stand.

- (2) The umpire should stop a hitter from using an obviously illegal bat if the umpire notices it before the batter uses the bat.
- (3) Umpires are to remove illegal bats from the game and place them in a secure area for the duration of the game. Such bats shall then be shipped to the On-Field Operations Department for examination.
- (4) Should it be found that an illegal bat was used in a game, the player using the illegal bat, as well as his manager and his Club will be subject to severe discipline, including fines and suspension as the Commissioner's Office may determine.
- (5) If it is not determined until after the completion of a game that an illegal bat was used, discipline will be imposed as noted above, but the result of the game will not be altered.
- C. One Manager Challenge Per Game. If a manager suspects an opposing player of using or attempting to use a corked or improperly treated or altered bat, the manager may request the umpire crew chief to inspect and impound the bat. If the umpire's visual inspection reveals no irregularities, the bat will be further examined either in the city where the game is played or at the Commissioner's Office. Each manager is limited to one such challenge per game. The request must be made either just prior to or just after the batter has batted. The actual process of batting will not be interrupted.

Notwithstanding the manager's right to one challenge per game, the umpires may at any time during the game or before or after a game inspect and/or impound a bat or bats for testing. If exercised during a game, such action by an umpire may be in addition to the challenge rights of a manager.

- **D. Pine Tar.** The use of pine tar in itself shall not be considered doctoring the bat. The 18-inch rule pertaining to use of pine tar applies, but violation of this rule will not be cause for ejection or suspension. If pine tar extends past the 18-inch limitation, in the umpire's judgment, or upon objection by the team on defense, the bat is to be removed from the game prior to its use. If there are no objections and the bat is used, this would not nullify any action or play on the field.
- E. Markings on Knob Handle of the Bat. Players may affix stickers, markings, or messages on the knob of the bat solely to identify their bat or affix a personal and appropriate image. Messages or material that may offend fans, players or others associated with the game, as determined in the sole and exclusive judgment of the Commissioner's Office, or markings that are designed for a commercial purpose, including the promotion of a product or company, are prohibited. If a Player disputes

the determination that a message or material on the knob of his bat may be offensive to fans, players or others associated with the game, he may appeal the determination to the Chief Baseball Officer.

3-5 Storage and Handling of Baseballs

A. General Requirements.

Clubs are required to utilize a humidor to store game baseballs for all championship season and postseason games. Humidors must be approved by the Commissioner's Office prior to use, consistent with the following protocols. Clubs and/or Club Personnel may be subject to discipline for intentionally deviating from the standards set forth below in a manner intended to impact the performance of baseballs. Clubs are only permitted to store game balls, game ball bags, rubbing mud and official rosin bags in the humidor (i.e., cannot store bats or other game equipment in the humidor).

B. Humidor Standards.

Clubs must store game balls in humidors at 70 degrees Fahrenheit and 57 percent relative humidity (averaged over a 24-hour period) for a minimum of 14 days for conditioning before game use, unless otherwise approved by the Commissioner's Office. Each Club must place within the humidor an electronic device provided by the Commissioner's Office to display and record the temperature and relative humidity inside the humidor. The device should be installed near eye-level and should be positioned away from humidor mechanicals (*i.e.*, out of the direct path of ventilation airflow).

Clubs are expected to maintain humidor conditions as close as possible to the mandated temperature and relative humidity set forth above. The Office of the Commissioner will monitor the temperature and humidity of each Club's humidor, and may require corrective measures in the event that a Club's humidor deviates significantly from these standards.

C. Storage.

Clubs must label each carton of baseballs with the date that they began conditioning in the humidor and with the batch code listed on each shipping case from Rawlings (e.g., BA XXXX). When conditioning, game balls must be stored on wire shelving in cartons stacked no more than two consecutive cartons high, with at least one inch of spacing between adjacent cartons. Clubs are responsible for ensuring that a sufficient quantity of game balls are appropriately conditioned in the humidor for all championship season and postseason games.

Each Club must have at least two game ball bags available for each game. Prior to the use of any ball bag for game baseballs, the inside must be cleaned thoroughly by wiping with a damp cloth and then with a dry cloth to make sure there is no excess residue, dust or moisture.

D. Mudding.

Baseballs projected to be used in a specific game must be mudded within 3 hours of all other baseballs being used in that game, and must be mudded on the same day that they are going to be used in games (e.g., if the team begins mudding projected game baseballs at 10 A.M. on the day of a game, all baseballs projected to be used in that day's game must be mudded by 1 P.M.); provided that any additional baseballs that must be mudded after the start of the game because additional baseballs are required are exempt from the foregoing requirement (such baseballs remain subject to all other requirements contained in Regulation 3-5, including a review by the GCM prior to use). Assigned clubhouse staff are permitted to mud baseballs outside the humidor, provided that baseballs are not outside the humidor for more than two hours during the mudding process, and provided that the balls are returned to the humidor after rubbing. No substance aside from the rubbing mud provided by MLB and water can be used in the rubbing mud application process.

Club staff should apply rubbing mud directly to their hands (with or without gloves) prior to touching the baseball. Each Club staff member involved in the process should apply mud in a uniform manner ensuring the same mud to water ratio is applied to each ball. Rubbing mud should be applied to each baseball for at least 30 seconds ensuring that mud is rubbed thoroughly and consistently into the entire leather surface of the ball.

Club staff should compare each completed ball with the "Mudding Application Standards" poster distributed to Clubs and make sure mud application is consistent across the surface of the baseball (i.e., no splotches or streaks). Rubbed game baseballs must fall between the "target" and "dark" color shown on the "Mudding Application Standards" poster distributed to Clubs. Once completed, rubbed baseballs must be placed back into the boxes with dividers. These boxes should be returned to the humidor and should remain there until retrieved for game use.

At the conclusion of the game, any mudded balls that remain in the ball bag should be removed and may not be used in any future championship season or postseason games. The person(s) responsible for applying mud to the baseball may not deviate from the MLB standard for any reason, including Club or player requests for a particular level of mud. Clubs must submit to the Commissioner's Office (attention: onfield@mlb.com) the name and title of the Club employee(s) responsible for rubbing game balls prior to Opening Day and promptly notify the Commissioner's Office of any changes.

E. Game-Day Protocols.

Clubs are responsible for ensuring a sufficient number of baseballs (no fewer than 13 dozen) are rubbed up in advance of each game for MLB's designee to thoroughly review. MLB's designee will review all game baseballs in the humidor prior to the start of each game and will discard any balls that do not meet MLB's standard. Clubs must provide MLB's designee with unrestricted access to the humidor and game baseballs beginning three hours prior to the start of the game and until the conclusion of the game.

Assigned clubhouse staff, accompanied by an MLB designee, should go to the humidor to retrieve the first batch of rubbed game balls between 15 and 30 minutes prior to the start of the game. The assigned clubhouse staff should place a maximum of 96 (8 dozen) rubbed game balls from the humidor into the first ball bag. All other rubbed baseballs will remain in the humidor until retrieved for use later during that game. The assigned clubhouse staff, accompanied by an MLB designee, should place the ball bag in the umpire room. Umpires will review the game balls for consistency (e.g., color, texture, shape, etc.) and compliance with the color standard set forth above. An MLB designee should accompany the assigned clubhouse staff to the umpire room to retrieve the ball bag, seal the ball bag with the tamperproof authentication hologram, and place it in the home dugout. Once an MLB designee is in position to view the location of the ball bag in the dugout, the tamperproof authentication hologram can be removed. The ball bag should remain in plain view of an MLB designee throughout the game. MLB designees should be provided access to the location of the ball bag to confirm ball consistency and handling standards.

During the game, Club staff should notify the MLB designee when additional balls will be needed. In the event additional game balls are needed, an MLB designee should accompany the assigned clubhouse staff to retrieve the second batch of additional rubbed and conditioned game balls from the allotment in the humidor. The assigned clubhouse staff should place a maximum of 96 (8 dozen) rubbed game balls from the humidor into the second ball bag and then the assigned clubhouse staff, accompanied by the MLB designee, should bring the balls to the home dugout. The ball bags should not be combined or dumped onto each other. Instead, after one bag is finished, the new bag may be opened in the dugout. This process should be repeated throughout the game, if necessary, but at no time should more than 96 baseballs be placed in a ball bag to be brought from the humidor to the in-game storage location. Additionally, prior to use, all ball bags should be cleaned thoroughly by wiping with a damp cloth and then with a dry cloth to make sure there is no excess residue, dust or moisture.

In the event of a rain delay, the ball bag should be returned to the humidor. When the game is resumed the steps set forth above should be followed (except for application of the hologram) to return the ball bag to the home dugout. Access to the humidor should remain restricted at all times unless balls are being placed into or removed from it. An MLB designee will monitor Club compliance with these protocols.

F. Certification.

Each Club is responsible for ensuring the compliance of all clubhouse staff with these regulations for each game. Prior to each game, the home Club's clubhouse manager must sign the Baseball Storage and Handling Certification form which will be stored in each Club's humidor and maintained by MLB's designee.

3-6 Special Logos on Baseballs and Bases

Special logos stamped on baseballs for use on-field must be approved by the On-Field Operations Department. Such logo should be approximately the same size as the MLB logo it is replacing and should be the same blue color as the MLB logo. Any request for stamped baseballs should be submitted to the On-Field Operations Department by November 15 of the year preceding the championship season in which such a stamped baseball is requested to be used. Baseballs offered for retail, and not for use on-field, need not comply with these requirements.

Clubs will not be permitted to stamp special logos on the tops of bases. Special logos to be applied as base jewels must receive approval by the On-Field Operations Department. Any other alterations to on-field equipment must also receive approval from the Commissioner's Office prior to use.

3-7 Protective Pads and Guards

A. Standard Elbow Pads. Players are permitted to wear standard protective elbow pads, provided they adhere to the following standard specifications:

The protective elbow pad must not exceed 10 inches in length, as measured when the pad is lying flat. A nylon pad shall surround the shell of any protective elbow pad. A manufacturer's logo on the protective pad may appear in one location and shall not exceed one square inch. No player is permitted to wear a protective elbow pad, hand, wrist, finger or arm guard, or any other protective equipment that is white, gray, or, in the judgment of an umpire, distracting in any manner. A list of the companies that manufacture standard protective elbow pads is available from the On-Field Operations Department.

- **B.** Exceptions for Injuries. No player may wear a non-standard protective elbow pad, or any pad designed to protect the upper or lower arm, unless the player has an existing elbow or other arm injury and the Club has obtained the prior approval of the Commissioner's Office to wear that particular non-standard protective equipment. Clubs requesting permission for a player to wear a non-standard protective elbow or arm pad must submit, for each player, a completed copy of the Non-Standard Protective Elbow or Arm Pad Approval Notice (available from the On-Field Operations Department), the physician's report detailing the reason that the pad is necessary, and a digital photo of the proposed pad to the On-Field Operations Department.
- **C. Removal on Base.** Any player wearing a standard protective elbow pad and/or approved non-standard protective elbow or arm pad while batting is required to remove the pad if he reaches base safely. Exceptions to this rule may be made on a case-by-case basis when a player demonstrates, with sufficient medical evidence, a need to wear the pad on the field at other times in order to protect his elbow or his arm with a pre-existing injury and such use is pre-approved by the Commissioner's Office.
- **D.** Hand and Wrist Guards. Players are permitted to wear standard protective hand and wrist guards, including protective sliding mitts, provided they adhere to the following standard specifications:

The protective hand and wrist guard must not exceed 12 inches in length, as measured when the pad is lying flat. Protective hand and wrist guards are permitted, provided the coverage of the hand and wrist areas is reasonable and worn correctly. Such guards and mitts must only be worn as a protective measure, and are prohibited from being worn in a manner so as to lengthen the reach of the player or otherwise provide the player with a competitive advantage.

If a player has a bona fide medical reason to wear a protective hand or wrist guard that does not comply with these requirements, the player's Club's medical staff must submit to the Commissioner's Office (attn: onfield@mlb.com) a description of the medical issue and how it is resolved by the non-compliant protective hand or wrist guard (including a photograph of the protective equipment) for approval. Appropriate documentation must also be entered in the electronic medical records system. In addition, a member of the medical staff must notify the umpiring crew at the start of each game.

E. Objections. If, during the course of a Major League game, a Club has a complaint regarding a player's use of a protective pad or guard, that Club should alert the home plate umpire. Following the game, the Crew

Chief will file an Umpire's Incident Report regarding the complaint to the Commissioner's Office, which will immediately begin an investigation. The Club's General Manager also should report the violation to the On-Field Operations Department. Please be advised that the umpires will not be enforcing these guidelines on the playing field, either before or during a game. If a Club has a complaint about a violation of this policy, it must follow the complaint procedures described herein and should not expect enforcement by the umpires on the spot.

F. Penalty. A Club will be subject to discipline if any of its players are found to have used a non-standard protective elbow or arm pad or an unapproved protective hand or wrist, guard without the prior approval of the Commissioner's Office.

3-8 Throwing Equipment in Protest of Call

Any player, coach or manager throwing equipment in protest of an umpire's call will be reported to the Commissioner's Office and be subject to a fine. If the throwing is flagrant, an umpire may eject the person from the game. The umpire will notify the offender that he is being reported for an equipment violation.

3-9 Wearable Technology

Any on-field use of a "wearable technology" by a Player is wholly voluntary and governed by Attachment 56 of the Basic Agreement. As described therein, "wearable technology" refers to any equipment, program, software, device or attire which is designed to collect and/or analyze information or data related to a Player's health or performance. Such technologies include, without limitation: activity trackers, electronic bat sensors, biomechanics compression attire, GPS/tracking compression attire and any device, sensor, equipment, attire or dashboard technology which is designed to measure a Player's health, performance and/or readiness. For the purposes of this Regulation, on-field use shall be considered any in-game or pre-game use including batting practice and infield, but shall not include informal workouts on a game day or any activities on a non-game day.

The following technologies have been approved (or partially approved) by Major League Baseball for use by Players during the 2025 season.

SUPPLIER	TYPE	APPROVED MODEL(S)	APPROVAL STATUS
Catapult	GPS Tracker	OptimEye S5,	All on-field activity
		Vector S7	including during
			games. Device must
			be under uniform
			and not visible.

SUPPLIER	ТҮРЕ	APPROVED MODEL(S)	APPROVAL STATUS
WHOOP	Heart Monitor	WHOOP	All on-field activity
		Strap 2.0	including during games. Device must be under uniform (such as under a wristband or compression sleeve that complies with the uniform regulations) and not visible.
Blast Motion	Embedded Electronic Bat Sensor	Blast Sensor (Amber 3) + Embedded Receptacle (2018 Model)	All non-game on-field activity. Device may be used in-game at all Minor League levels. The knob cutout must be done by an MLB-approved bat supplier and must have a minimum knob angle of 128° and a minimum critical thickness of 0.31-inches.
Blast Motion	External Electronic Bat Sensor	1) Blast Sensor + Slip Grip Attachment (2016 Model); 2) Blast Sensor w/ Elastomer Enclosure + Slip Grip Attachment (2017 Model); and 3) Blast Sensor (Amber 3) + Slip Grip Attachment (2018 Model)	All non-game on-field activity. Device may be used in-game at all Minor League levels.

SUPPLIER	ТҮРЕ	APPROVED MODEL(S)	APPROVAL STATUS
Motus/Pulse	Biomechanics Sleeve	Motus Sensor & Compression Sleeve	All on-field activity including during games, provided the sleeve complies with uniform regulations.
Zephyr	Heart Monitor	BioModule BH3 & BioHarness Compression Shirt (sensor on back)	All on-field activity including during games. Device must be under uniform and not visible.
Diamond Kinetics	Embedded Electronic Bat Sensor	Diamond Kinetics Internal SwingTracker Sensor	All non-game on-field activity. Device may be used in-game at all Minor League levels. The knob cutout must be done by an MLB-approved bat supplier and must have a minimum knob angle of 128° and a minimum critical thickness of 0.20-inches.
Diamond Kinetics	External Electronic Bat Sensor	1) Model DKST01; and 2) Model DKST02	All non-game on-field activity. Device may be used in-game at all Minor League levels.
STATSports Group	GPS Tracker	1) APEX Athlete Series GPS Tracker and 2) APEX 2.0 GPS Tracker	All on-field activity including during games. Device must be under uniform and not visible.
4D Motion	Kinematic/ Movement Tracker	Gen3 Sensors	All on-field activity including during games. Device must be under uniform and not visible.

4. MAJOR LEAGUE PLAYER TRANSACTIONS

4-1 Notice of Major League Transactions

A. Player Transactions. All Clubs must immediately notify the Commissioner's Office of all Major League player transactions, including player assignments and all other changes to a player's status. In addition, all Clubs should notify the opposing Club of all recent roster moves made prior to a game.

All transactions should be entered into MLB's electronic baseball information system ("EBIS") at the time of the transaction and must be announced and be appropriately entered in EBIS prior to the start of each game. The Commissioner's Office will make efforts to approve transactions prior to the start of each game. However, based on the timing of the submission and the potential review that may be required prior to approval, the Commissioner's Office is not always able to approve every transaction before the start of a game. As such, Clubs seeking pre-approval for any specific transaction must submit such transaction with sufficient time prior to the start of the game for review. Although Commissioner's Office pre-approval is not required for a Club to enter a transaction/roster, any Club whose roster contains an ineligible player (due to, for example, an impermissible transaction or series of transactions) risks the penalties contained in Major League Rule 3(b)(4), which provides that the "[u]se of an ineligible player shall subject the offending Club to such penalties as the Commissioner may impose, including, without limitation, forfeiture of any game won by the Club that uses an ineligible player."

- **B.** Starting Pitchers. The starting pitcher for each game should be announced as early as possible, but no later than three hours prior to the scheduled start of that day's game. In the event of a doubleheader, both Clubs must announce their starting pitcher for the second game no later than three hours prior to the scheduled start of the second game, or immediately following the conclusion of the first game, whichever is later. Any changes to the announced starting pitcher must immediately be disclosed to the opposing Club.
- C. Official Lineup Cards. During the championship season, Clubs will be required to conduct the traditional pre-game exchange of lineup cards before every game. Clubs must use the MLB Lineup App (available at https://lineupcards.mlb.com) to generate their Official Lineup Cards for each game. In the event of technical issues, Clubs are permitted to manually create an Official Lineup Card, provided that they notify the Umpires prior to the game, and give copies to the visiting Club and the Umpires.

Clubs must print four (4) copies of their own Official Lineup Cards to bring to the pre-game exchange. Each Club should provide two (2) of its lineup cards to the umpires, one (1) to the opposing Club, and should keep one (1) lineup card for the Manager's use. At the exchange, the Clubs and Home Plate Umpire should confirm that all lineup cards are consistent and reflect the same lineup and that any recent transactions or changes are reflected accurately on all lineup cards.

As explained in Official Baseball Rule ("OBR") 4.03 and Regulation 2-15, all players eligible to participate in a game, regardless of position, must be included on that game's lineup card.

Each Club is responsible for fielding a team that complies with all applicable rules and must review their roster and lineup closely to ensure that the Official Lineup Card is accurate and adheres to all roster limitations required by the OBR, these Regulations, and the Major League Rules. Please note that the Umpires will rely on the positions listed on the lineup card to enforce all playing rules, including those related to shift restrictions. MLR 3(b)(4) provides that the "[u]se of an ineligible player shall subject the offending Club to such penalties as the Commissioner may impose, including, without limitation, forfeiture of any game won by the Club that uses an ineligible player."

Pursuant to Regulation 4-1(A), Clubs are required to enter all transactions in EBIS prior to the start of each game. The rosters in the MLB Lineup App will use EBIS as the roster source (not MLB Stats API). Any transaction that has been submitted appropriately in EBIS ("Submitted to BOC" or "Approved" status in EBIS) will be reflected in the Lineup Card App. Each Club should review their EBIS transaction submission and lineup card creation process carefully and make sure that all involved personnel fully understand the procedures and requirements. Given the importance of an accurate Official Lineup Card, all Club personnel charged with creating the cards must be aware of all the Club's player transactions prior to submitting the card to the Umpires.

Clubs should not print their Official Lineup Cards until all transactions have been properly submitted in EBIS and are accurately reflected in the MLB Lineup App. In no event should printing occur earlier than 30 minutes prior to game time. Once the Lineup App roster is accurate, Clubs may adjust the lineup for each game with the players currently listed. To avoid confusion, Clubs are not able to print their opponent's Official Lineup Card and should rely on the lineup card that is provided at the pre-game lineup card exchange. Please note that Clubs are still able to print the Dugout Card, which will display an unofficial lineup and roster of the opposing Club as it is listed at the time of printing.

In the event of late transactions or changes to the Official Lineup Card within 30 minutes of the game, Clubs must notify the Umpires and the opposing Club of those changes to ensure that all parties have accurate lineup cards prior to the start of the game. Clubs making transactions within 30 minutes of game time should confirm the permissibility of such transactions with the Commissioner's Office through your Club's Major League transactions Slack channel.

Home Clubs are responsible for providing a printer capable of printing lineup cards in the visiting Clubhouse and must provide clear and straight forward instructions for connecting to, and utilizing, that printer. The home Club should print its Official Lineup Card on the white cards and the visiting Club should print its Official Lineup Card on the blue cards. Clubs should ensure that the printers are set up with the appropriate cardstock and that they are prepared to deal with issues as they arise.

In order to confirm that Clubs and the umpires have matching Official Lineup Cards at the lineup card exchange, all Official Lineup Cards will display a timestamp (e.g., "Version 1—04/02/23 at 5:30 PM"). The timestamp is based on the first creation of that Official Lineup Card PDF by the Club. The timestamp will not change for that Official Lineup Card PDF unless a subsequent change is made to that lineup/roster and a new Official Lineup Card PDF is created. If a change is made to the lineup/roster, a new timestamp (e.g.,: "Version 2—04/02/2023 at 6:15 PM") will appear on any Official Lineup Card PDF generated after that change. All parties should confirm that their timestamps are consistent, which will indicate that the cards contain the same information. If any of the timestamps differ, the managers and umpires must confirm the changes that were made prior to the game.

D. EBIS Data Sharing Policy. As a reminder, MLB prohibits the distribution of information contained in MLB databases that support baseball operations (e.g., EBIS, Draft Prospect Link ("DPL")) to outside vendors or other third parties without the express, written consent of Major League Baseball. Third-party access to such data is restricted in order to protect the public dissemination of confidential player data.

Clubs seeking MLB's permission to share EBIS or DPL data with outside vendors or other third parties should post such requests to your Club's Major League Slack channel. Please note that requests to share EBIS or DPL data will not be granted unless they are accompanied by comprehensive agreements that appropriately protect the confidentiality of player data.

4-2 Opening Day Rosters

- A. Roster Submission. In accordance with Major League Rule 2(b), each Club must enter all necessary transactions into EBIS and submit its Major League Active List (Opening Day roster) to openingdayrosters@mlb.com no later than 12 p.m. ET (noon) on Opening Day. To file an Opening Day roster in EBIS: (i) select the Major League Roster report, (ii) choose the Opening Day date, (iii) change signature prompt to "Yes", and (iv) print, sign and email the signed roster to openingdayrosters@mlb.com. All transactions necessary to submit an Opening Day roster must be submitted and approved in EBIS prior to filing. The Commissioner's Office will notify all Clubs when Opening Day rosters have been finalized and approved.
- **B. Position Players, Pitchers & Two-Way Players.** In accordance with MLR 2(b)(2)(C), each Club must designate each player on its Opening Day roster as either a pitcher or position player, and such designation will remain in effect for that player for the remainder of the season unless MLR 2(b)(2)(D) ("Two-Way Players") applies. The positions listed on the Opening Day rosters filed in EBIS will serve as confirmation of that designation. Clubs also will be required to confirm a player's position (pitcher or position player) before each player's first day on the Active Roster throughout the season.
- **C.** Waivers. For waivers to be secured prior to Opening Day, Outright Waivers must be requested on the prior Monday before 2 p.m. ET and Unconditional Release Waivers must be requested before 2 p.m. ET on the prior Tuesday. Please contact Baseball Operations if you are considering requesting Unconditional Release Waivers on an injured player prior to that time.
- **D. Designating Players for Assignment.** Major League Rule 2(c)(5) ("Designated Players") only permits a Club to designate a player when its Active List and/or Reserve List limits have been exceeded. Notwithstanding the forgoing, on the date of the submission of Major League Active Lists described in Rule 2(b)(1), Clubs may designate players for assignment in advance of submission of the Active List in order to adhere to the Active List limit when it goes into effect.
- **E.** Advanced Consent. The reference to 45 days contained in Article XIX(A)(3) of the Major League Basic Agreement means that assignments pursuant to an appropriate advanced consent should take place no later than:

- **1.** 11:59 p.m. ET on the 44th day following Opening Day (i.e., the 45th day of the season), for advance consents granted prior to Opening Day (which, for the avoidance of doubt, may not be granted more than 10 days prior to Opening Day); and
- **2.** 11:59 p.m. ET on the 45th day from or following the date on which the consent is given, for advance consents granted on or after Opening Day (*i.e.*, the 46th day of the season for advanced consents granted on Opening Day).

4-3 Assignment Agreements

For player assignments, the Assignment Agreement between Clubs must include *all* terms relating to the assignment. When filing assignment papers, the contract for each player involved in the assignment must be part of the paperwork in all instances. In addition, the Assignment Agreement must include, where applicable, the amount of cash consideration, due dates for payments, settlement of obligations to a player, and any other financial terms or information related to the transaction, any of which *must* be clearly stated in the assignment papers. If there is any cash consideration contingent on the outcome of an option decision or the earning of a performance bonus, such contingency must be stated with specificity in the assignment papers. *See* MLR 6(c)(4) ("Assignee Club's Responsibility For Bonus Provisions In Player's Contract") and 6(f)(5) ("Consideration Must Be In Definite Terms").

Any and all assignment contingencies <u>must</u> be satisfied prior to the submission of an assignment for approval. Some examples of assignment contingencies are:

- A. Physical examinations;
- B. Written waivers of any applicable no-trade provisions (including 10-and-5 rights);
 - C. Resolution of responsibility for deferred compensation;
 - D. Commissioner's approval for certain cash considerations;
- E. Determine whether any Disqualified Player contracts are involved in the trade. If so, the Safe Harbor provision in the form of the assignment agreement must be deleted;
- F. Resolution on whether each Club has agreed to elect the Safe Harbor provision, if not, the provision must be deleted from the assignment agreement; or
 - G. Any other matter necessary to complete the transaction.

Please be reminded that the Tampering rules require that the Clubs involved in a trade must receive permission from the Commissioner's Office prior to arranging a pre-trade physical or negotiating a contract modification. Both Clubs must submit such a request to the Commissioner's Office in writing and Clubs should, when possible, submit complete terms of the trade, contingent solely on the completion of the pre-trade physical or contract modification.

A Trade Checklist is attached for your reference as Addendum A-1.

4-4 Cash Consideration

A. Definition. The term "cash consideration" includes any cash amount that is part of the transaction, including amounts that are contingent upon the occurrence of a later event, such as a player to be named later. If the assigning Club is sending cash with the player and the cash is understood to be mitigating the assignee Club's salary burden for the assigned player, the cash being sent is still considered cash consideration that is part of the transaction. For purposes of Regulation 4-4, all cash consideration included in any transaction must be in U.S. Dollars.

B. Approval. The main purpose of cash consideration is to off-set salary obligations that are incurred by the assignee Club in a transaction. Thus, absent an extremely compelling justification, the Commissioner's Office likely will not approve cash consideration that would result in the assignee Club being responsible for an amount less than the remaining pro-rated minimum salary. Moreover, aside from the alternate cash consideration that is part of a trade involving a player-to-be-named later (see Regulation 4-4(F)), the Commissioner's Office generally will not approve a trade that involves both Clubs receiving cash consideration. The Commissioner's Office carefully scrutinizes any transaction involving cash alternate consideration. including cash consideration player-to-be-named later. For this reason, player transactions involving cash consideration in excess of \$2 million or 50% of the player's remaining salary obligations must be reviewed and approved by the Commissioner's Office in advance. While Clubs generally will not be required to seek the prior approval of the Commissioner's Office for player transactions involving cash consideration up to \$2 million or less than 50% of the player's remaining salary obligations, any Club receiving cash consideration in excess of \$800,000 in a player transaction more than once in any six-month period must receive the prior approval of the Commissioner's Office.

In addition, in the event that a transaction includes cash consideration paid by the assignee Club, such consideration should not exceed \$100,000, except to defray salary obligations of a player being assigned by that

assignee Club in the same transaction. For these purposes, an assignment involving a player to be named later shall be considered an assignment involving cash considerations, and the cash amount in lieu of naming a player combined with the cash considerations paid by the assignee Club shall not exceed the \$100,000 total permitted cash considerations, unless the amount is included to defray salary obligations of a player being assigned by that assignee Club in the same transaction (as stated above). Furthermore, if a trade includes multiple players to be named later assigned to the same assignee Club, the total aggregate cash consideration permissible for all those players to be named later may not exceed \$100,000. Notwithstanding the foregoing, if the cash considerations provided to the assignee Club totals \$100,000, then the cash amount permitted to be provided in lieu of naming a player shall be \$1 per player. See MLR 6(c) as to when the assignee Club becomes liable for salary payments.

Finally, in the event that a trade includes cash consideration to offset a player's salary, and the acquiring Club later releases or non-tenders that player prior to Opening Day, the agreed upon cash consideration to the acquiring Club in the trade may not be paid in the event the amount to be transferred is above the amount of the player's termination pay. In such event, the cash consideration will be adjusted to the amount of termination pay required by Article IX of the Major League Basic Agreement.

- **C. Payment Dates.** Major League Rule 6(f)(4) requires that any payment due at the time of assignment must accompany the transaction papers. Payment of cash consideration may, upon agreement of both Clubs, be deferred up to a maximum of one year from the date of the assignment, unless otherwise approved by the Commissioner. The exact time and terms of such a deferral must be included in the assignment papers. Identifying a payment as due "on or before" a certain date is not acceptable. All evidence of payment to complete a transaction, whether due at the time of the assignment or some other date within one year of the assignment, must be sent to the Baseball Operations Department.
- **D.** Contingencies. Major League Rule 6(f)(5)(A)(i) requires that "[e]very transfer agreement shall express the consideration for the transfer in definite terms, unless Rule 6(f)(5)(A)(ii) applies." The purpose of this Rule is to permit the Office of the Commissioner to evaluate fully the propriety of a trade, including the amount of cash consideration in fixed dollar amounts, at the time of the transfer. For this reason, the exception has been interpreted to permit cash consideration in a defined dollar amount that is contingent on the exercise (or failure to exercise) an option, or if a vesting option vests. For example, if a UPC contains a Club option year

with a \$1 million buyout, a transfer agreement may contain a provision that states that the assignor Club will pay the assignee Club \$1 million if the assignee Club does not exercise the option. Similarly, if a UPC contains a vesting option of \$10 million, a provision in which the assignor Club agrees to pay \$5 million if the option vests is permissible. Other than contingencies that are specified in contractual option provisions or performance bonus provisions (including salary escalators), an assignor Club may not make the payment of cash consideration contingent on the occurrence or non-occurrence of events. For example, a provision stating that the assignor Club will pay cash consideration only if the assignee Club actually pays the player all or some of his salary in the current or future seasons is not permitted.

- **E.** Contracts Containing Future Obligations. Before there can be a public announcement of an assignment, before the player can physically report and before the assignment can be approved, all future obligations between the assignor Club and a player must have been satisfactorily provided for.
 - (1) Deferred Compensation. Deferred compensation will be pro-rated on an earned basis between the assignor and the assignee Clubs. In no assignor Club assume responsibility the not-yet-accrued deferred compensation (i.e., not accrued at the time that the contract passes to the assignee Club). The assignor Club also is not permitted to send cash consideration to cover not-yet-accrued deferred compensation payments. An assignor Club may, however, amend the player's Uniform Player's Contract (with the player's consent) to convert the not-vet-accrued deferred compensation into an assignment bonus payable by the assignor Club, provided that the payment schedule for the assignment bonus is the same as the original deferred compensation payment schedule. Any such changes must be reflected in the amended Uniform Player's Contract and confirmed by the Players Association and the Commissioner's Office. In the event that a player with deferred compensation is assigned, please contact a member of the Baseball Operations Department.

To avoid disputes over deferred compensation payment schedules, we urge Clubs to discuss and agree on a deferred compensation payment schedule in connection with an assignment of a contract in which both the assignor and assignee will be responsible for the payment of deferred compensation. The Commissioner's Office will remind Clubs to attempt to address this issue when it reviews the terms of any potential assignment. In circumstances in which both the assignment agreement and an addendum to the player's contract are silent regarding when each Club is required to make deferred compensation payments, the Commissioner's Office will use the First-In-First-Out

("FIFO") rule to determine each Club's respective payment obligations. Under FIFO, the Club for whom the player played first would pay all of its deferred compensation obligation before the assignee Club makes any deferred compensation payments.

F. Players to Be Named Later. Trades involving players to be named later are governed by Major League Rule 6(f)(5)(B). According to Rule 6(f)(5)(B), if part of the consideration is a player to be named, the assignment papers must contain (1) the date, within six months of the agreement, on which the unnamed player is to be assigned, and (2) a stated cash consideration (not to exceed \$100,000, see Regulation 4-4(B)) to be paid on the date specified in the event that an unnamed player is not assigned. A player to be named later shall not have spent time on the Active List of the assigning Major League Club during any part of the championship season (and, if applicable, the postseason) between the date of the agreement and the date of the assignment and may not be announced until the assignment of that player. No player initially involved in the trade may be designated as the player to be named later. In addition, a player to be named later may not be a designated player when named.

Please note that players selected in the Rule 4 Draft may be traded beginning on the day following the conclusion of that year's World Series. In addition, drafted players cannot be players to be named later unless they otherwise could be traded pursuant to Rule 3(b)(6) at the time of the trade. Thus, no player selected in the most recent First-Year Player Draft may be traded, or eligible as a player to be named later in a trade, prior to the conclusion of the following World Series.

G. International Signing Bonus Pool/Rule 4 Draft Picks. International Signing Bonus Pool space, Competitive Balance selections, and selections awarded in the Forfeited Draft Selection Lottery may be assignable. See Paragraph E of Attachment 46 to the Major League Basic Agreement; and Rule 4(k)(3). As a reminder, cash consideration of any kind is not permitted to be included in a trade involving a Club's International Signing Bonus Pool space or Rule 4 Draft Picks unless the cash consideration is included to offset the salary obligation of another player included in the assignment, subject to the Commissioner's approval. For these purposes, an assignment involving a player to be named later shall be considered an assignment involving cash consideration, unless the amount included as alternate cash consideration is \$1. Therefore, a Club trading International Signing Bonus Pool space or a Rule 4 Draft selection cannot receive a player to be named later in the assignment, unless the amount included as alternate cash consideration is \$1. However, a Club that is receiving International Signing Bonus Pool space or a Rule 4 Draft

selection in an assignment can also receive a player to be named later with an alternate cash consideration amount greater than \$1 (but still subject to the \$100,000 maximum) because the policy concerns regarding trading Signing Bonus Pool space and Rule 4 Draft selections in exchange for cash consideration do not apply in that situation.

Please contact the Baseball Operations Department before reaching an agreement to include International Signing Bonus Pool space or a Rule 4 Draft selection in a trade.

4-5 Waivers

A. Permissible Assignments of Injured Players

As a general rule, Article XIX(C)(1) of the Major League Basic Agreement prohibits players who are injured and unable to play from being assigned to a Minor League club. However, the Major League Basic Agreement provides two exceptions or "safe harbors" to this rule between the conclusion of the championship season and the 15th day prior to the start of the next championship season, and an additional "safe harbor" for an injured player immediately reinstated from the Restricted List as a result of a suspension under the JDA or Attachment 52. See Article XIX(C)(2). If an injured player's contract may be assigned pursuant to one of the exceptions set forth in the Major League Basic Agreement, the Office of the Commissioner will accept waiver requests on such player, provided the request contains the required injury notation pursuant to the guidelines listed below. However, a Club requesting waivers for the purpose of unconditional release shall include no injury notations on its request.

- (1) Except as required by Major League Rule 8(d)(5) and (6) or by these Regulations, there shall be no medical information included in any waiver request.
- (2) The Office of the Commissioner will not accept in-season assignment waiver requests on injured players unless the Club guarantees that the Player has recovered from his injury and is capable of performing at his accustomed level, demonstrated by game participation or a rehabilitation assignment, if possible, and, if on the Injured List, the minimum period of inactivity has expired. If the player has not demonstrated that he is capable of performing at his accustomed level through game participation or a rehabilitation assignment, the Office of the Commissioner will investigate the surrounding circumstances to determine the permissibility of the waiver request. In the event that the Club requests assignment waivers on a player and certifies that the player has recovered from his injury and is

capable of performing at his accustomed level, but the player disputes that he is healthy, the Club may be permitted to place the player on assignment waivers, provided the request contains a notation stating that the player disputes that he is recovered from his injury and is capable of performing at his accustomed level. The Office of the Commissioner will not accept an off-season waiver request on an injured player after the Reserve List filing date unless that player's contract may be assigned to a Minor League club under the Major League Basic Agreement. See Article XIX(C)(2)(b).

- (3) Clubs shall, as applicable, include the following medical notations on off-season waiver requests:
 - (a) For a player who has undergone surgery after March 1 of the year in question, the Club must note the type of procedure and the date it was performed. The Club also must note either that (i) the player has recovered from his ailment and is capable of performing at his accustomed level, or (ii) the player may be unable to play but his contract may be assigned consistent with the Major League Basic Agreement.
 - (b) For a player who currently requires surgery, the Club requesting waivers must note the type of procedure, the date it is to be performed, and that the player may be unable to play but his contract may be assigned consistent with the Major League Basic Agreement.
 - (c) For a player who has not undergone surgery after March 1 and who does not require surgery, but may be unable to play as a result of an injury, the Club must note that the player may be unable to play, but his contract may be assigned consistent with the Major League Basic Agreement.
- (4) A Club that desires additional medical information on a player for whom waivers have been requested shall contact the Office of the Commissioner (EMR@mlb.com). The Office of the Commissioner shall coordinate the transfer of the relevant medical information from the Club that requested waivers to the interested Club.
- (5) In the event your Club is contemplating the assignment of a player who may be injured to the Minor Leagues, please contact the Baseball Operations Department in advance of the assignment.
- (6) Article XIX(C)(2)(a) of the Major League Basic Agreement allows injured players to be placed on outright waivers under certain circumstances during the off-season but prior to the filing of Reserve Lists. Should an injured player who is currently on the 60-day Injured List be claimed during that period, that player may remain on the

claiming Club's 60-day Injured List until the date that such player must be reinstated. However, if a player who is currently on the 60-day Injured List, but has recovered from his ailment and is able to play at his accustomed level (as certified by the requesting Club on the Waiver Request Bulletin) is claimed, that player may not be assigned to the claiming Club's 60-day Injured List. Similarly, should that player clear outright waivers, the requesting Club may not keep that player on the 60-day Injured List.

B. Access to Medical Information for Players Placed on Waivers

In the event your Club requests waivers for a player for whom Clubs may seek medical information in accordance with the below guidelines, a representative of the Commissioner's Office will create an external consultant authorization through the Athlete Health Management System ("AHMS") in order to allow access to the player's medical information to the requesting Club.

If a Club discovers missing information that is required by the Electronic Medical Records Minimum Standards ("Minimum Standards," attached hereto as Addendum A-2), after claiming a player off Outright, or Unconditional Release waivers, the Club should promptly notify the Commissioner's Office. The noncompliant Club must promptly provide the missing records to comply with the Minimum Standards. Clubs only will be able to return the player to his original Club in the event the Commissioner's Office finds a violation and reverses the waiver claim.

(1) Outright Waivers

- (a) Off-Season and Spring Training. Notwithstanding the lack of an injury notation, Clubs may seek medical information for players who had off-season surgery (or have a pending scheduled surgery), were inactive for a period of at least seven (7) consecutive days as a result of an injury during the immediately preceding championship season (or during the current Spring Training if applicable), were injured at the conclusion of the immediately preceding championship season, or who spent any time on the Major League or Minor League Injured List during either of the two immediately preceding championship seasons.
- (b) *In-Season*. For any player placed on Outright Waivers during the championship season, Clubs may seek medical information for players who were inactive for a period of at least seven (7) consecutive days as a result of an injury during Spring Training or the current championship season, had off-season surgery during the

immediately preceding off-season or who spent any time on the Major League or Minor League Injured List in either the current or immediately preceding championship seasons.

Clubs may also seek medical information for any player placed on Assignment Waivers if the Club requesting Assignment Waivers certifies that the player has recovered from his injury and is capable of performing at his accustomed level, but the player disputes that he is healthy, as contemplated by Regulation 4-5(A)(2).

- (2) <u>Unconditional Release Waivers</u>. Clubs may seek medical information for any player placed on Unconditional Release waivers.
- **C.** Waiver Requests on Players with No-Trade Rights. The Office of the Commissioner has established the following policy with respect to waiver requests on players with no-trade rights:
 - (1) <u>Outright Waivers</u>. Outright assignment waivers may not be requested on a player who has the right to prohibit the assignment of his contract to any of the 30 Major League Clubs. The Commissioner's Office will carefully scrutinize any request for outright waivers on a player whose contract contains an assignment bonus.
 - (2) <u>Unconditional Release Waivers</u>. A Club may request unconditional release waivers on a player with no-trade rights. In the event the player exercises his right to prevent the assignment of his contract to a claiming Club, the player shall become a free agent without waiving any right he may otherwise have to termination pay.
- **D.** Confidentiality. All waiver information must remain confidential. In addition, the only Club permitted to speak with a player (or player's agent) while the player is on an unexpired waiver bulletin is the releasing Club. In the event a player is claimed on Unconditional Release Waivers, the claiming Club is the only Club permitted to speak with the claimed player during the player's five-day decision period in Major League Rule 9(b)(6). Notwithstanding the foregoing, the releasing Club may discuss administrative matters with the player (*i.e.*, not the merits of acceptance or rejection of the waiver claim).
- **E. Limitations on Signing Major League Contracts.** A player cannot sign a Major League contract while he is on an unexpired waiver bulletin.
- **F. Abuse of procedures.** Clubs may not use the procedures described in Regulation 4-5 for the purposes of collecting medical information on other Clubs' players. Clubs only may request medical information about players for whom they are seriously considering placing a claim. The Commissioner's Office will closely monitor Club requests for player medical records to ensure that this process is not abused.

4-6 Caveat Emptor

- A. General. The principle of *caveat emptor*—"Let the buyer beware!"—applies in player assignments both as to the physical condition of the player, and the terms of a contract that an assignee Club assumes. For this policy to work properly, all Clubs must make full disclosure of contract terms, and if requested, to fully disclose the physical condition of a player being assigned. It is incumbent upon the assignee Club to fully review all contracts that it contemplates acquiring, and to gather all medical information it needs to evaluate a transaction, prior to finalizing a deal. Before acquiring (by way of assignment or a new signing) a player contract, each Club should ensure that it fully understands the physical condition of the player and any medical costs the Club is likely to incur under the player's contract as a result of any pre-existing injury the player might have.
- **B. Pre-Trade Medical Review.** Prior to any trade, each Club may request to review medical information for any players who may be involved in the trade. Clubs may—but are not required to—share medical information prior to a potential transaction. If a Club agrees to provide a player's medical information, the Club must provide complete, accurate and up-to-date medical information that satisfies the Minimum Standards. Clubs must review the file for any player involved in a contemplated transaction prior to sharing that player's file with another Club to ensure that all medical records are up-to-date. *See* Addendum A-2. Moreover, as part of the exchange of medical information, potential assignor Clubs must answer truthfully any follow-up questions about a player's physical condition posed by potential assignee Clubs.
- C. Post-Trade Medical Review. After completion of a trade, a Club should conduct a full physical examination of any players acquired (to the extent not accomplished pre-trade), including obtaining a detailed medical history (assuming the Club did not already do so prior to completing the trade), and that exam should occur prior to a player appearing in games. If a Club discovers information that was available to the player's previous Club and required to be entered into the EMR under the Minimum Standards but was not included in the player's medical file, the assignor Club must immediately provide the assignee Club with the records at issue. Additionally, if the missing information materially impacts the assignee Club's evaluation of the player's physical condition, the assignee Club has three options: (i) take no action (which will be interpreted as ratifying the trade); (ii) seek to rework the trade with the assignor Club (subject to the approval of the Commissioner's Office and compliance with all relevant rules); or (iii) immediately notify the Commissioner's Office that it seeks to rescind the trade. A Club may request to rescind a

trade only if (i) it conducts its physical examination of the affected player within 24 hours of the player reporting to the Club (if during Spring Training or the championship season) or within seven (7) days of the execution of the trade (during the postseason and the offseason); and (ii) the request to rescind the trade is made within 24 hours of the physical examination. The Commissioner will not provide any relief to a Club claiming it received inadequate medical information in connection with a trade other than rescission of the trade, and only then if a request for rescission is made within the time frame described above.

The Commissioner's Office will review any request to rescind a trade on an expedited basis to determine whether to approve such a request in accordance with existing precedent. A Club's request to rescind a trade that is made after some or all of the players involved in the trade have engaged in more than *de minimis* activity with their new Clubs will be granted only in exceptional circumstances. If the Commissioner's Office grants a Club's request for rescission, all players (as well as draft selections, International Signing Bonus Pool space, and cash consideration) will be returned to their original Clubs. The noncompliant Club and/or its officials may be subject to sanctions for failure to comply with the Minimum Standards.

The process described above applies to claims that a Club was not provided complete medical records and information in the possession of the assignor Club prior to a trade. However, the Commissioner's Office applies the principle of caveat emptor to trades, including to situations when the assignor Club was not aware of a player's medical condition or disagreements between Clubs regarding a player's physical condition (where there is no allegation that the assignor Club withheld information). Thus, it is the assignee Club's responsibility to ensure that it fully understands the physical condition of the player before acquiring the player's contract. Indeed, absent a claim that an assignor Club withheld requested medical records or information in violation of this policy, the Commissioner will not provide relief to an assignee Club that claims a player it acquired is injured.

D. Prospective Medical Costs. The Office of the Commissioner has consistently required a Club acquiring a player to cover all prospective medical costs associated with that player, and this policy applies both to Major League and Minor League players, whether the contract is acquired by way of an assignment or the signing of a new contract (as a free agent or released player). Thus, the acquiring Club is responsible for all ongoing and prospective medical expenses associated with the acquired player as of the date the player was acquired, including medical expenses

related to injuries the player may have suffered with a previous Club. This policy is mandated by Paragraph 6(e) of the Major League UPC, and Paragraphs 7.(a) and 16 of the Minor League UPC.

E. Workers' Compensation. Prospective medical costs include all expenses related to an acquired player's injury, including any payments (medical or wage replacement) owed to the player under workers' compensation law (subject to mechanics of claim submission, billing and reimbursement discussed below). This policy applies whether the former or acquiring Club covers its workers' compensation liabilities through an insurance carrier, a monopolistic state fund or through self-insurance. However, this policy does not extend to long-term disability benefits, which shall be governed by the state law applied to the player's long-term disability claim, or legal fees, which remain the responsibility of the Club that incurred them. The mechanics of a workers' compensation claim submission can be unusual in this context. An acquiring Club's workers' compensation insurance carrier will likely resist covering a claim it deems related to an injury suffered with a prior Club.

Clubs may follow the following procedure in regard to a player with a continuing injury from a prior Club if the prior Club's workers' compensation carrier has a claim on file for the relevant injury:

- (1) the acquiring Club should submit the medical expenses and the cost of worker's compensation benefits related to such claim to the prior Club's workers' compensation carrier;
- (2) the prior Club's workers' compensation carrier should pay medical benefits directly to the providers and should pay any benefits due to the player directly to the player;
- (3) the prior Club may bill the acquiring Club for any out-of-pocket claim costs arising from the point at which the acquiring Club acquired the player (e.g., such as insurance deductibles or self-insured retentions/programs);
- (4) MLB BASES may bill the acquiring Club for any costs arising from the point at which the acquiring Club acquired the player; and
- (5) the acquiring Club should promptly reimburse the prior Club and MLB BASES for such costs relating to the acquired player from the date of the player's acquisition by the acquiring Club.

As a general matter, this policy is not intended to replace or supersede any state's workers' compensation laws, and any disputes arising as a result of a conflict between a Club's obligations under Baseball's policy and a state's workers' compensation laws shall be resolved on a case-by-case basis. In

addition, this policy does not apply to any cumulative trauma worker's compensation claims that are typically filed after the playing career and are governed by a separate California Cumulative Trauma Claim policy.

4-7 Injured and Restricted List Placements

A. Standard Form of Diagnosis

In accordance with Major League Rule 2(c)(1), the placement of players on an Injured List must be accompanied by a Standard Form of Diagnosis ("SFD") completed by the examining Major League Club physician (or by the Club's ATC referencing an evaluation and diagnosis by a Club physician or a discussion regarding the player's injury / ailment with the team physician who agrees with the diagnosis and approves of the player's placement on the Injured List) and appropriately recorded in the EMR. The SFD document can be generated through the EMR and must be submitted to the Commissioner's Office for review at the time that an Injured List placement transaction is submitted in EBIS. A copy of the SFD is to be given to the injured player and the Office of the Commissioner will forward a copy of the SFD to the Major League Baseball Players Association.

It is important for the Club physician (or the Club's ATC on behalf of the Club physician) to complete the form with a specific diagnosis and the estimated time of recovery (as of the date of the request for placement), as required under Article XIII(C) of the Major League Basic Agreement, before the form is submitted. Any time expected to be spent on a rehabilitation assignment should not be included in the estimated time of recovery. In the event a player is placed on an Injured List while on the road, it is necessary for the Club to identify the name of the examining physician and date of exam on the SFD.

Please contact the Baseball Operations Department at the Commissioner's Office should your Club be unable to submit the SFD at the time of the player's placement.

In situations where the nature of the injury is not apparent, the Club may be required to provide a report (in addition to the SFD) from the team physician *prior* to the approval of an Injured List placement. The report must provide a diagnosis, certify that the player is unable to perform as a result of the injury and set forth a prognosis and treatment plan. In addition, there may be situations where the Club physician may be asked to speak directly to the Major League Baseball Medical Director to confirm the placement.

In addition, in the event a Club signs an injured free agent player, that player must count immediately against the Club's Reserve List upon

approval or confirmation of the player's UPC. If signed during the season, that player must also count immediately against the Club's Active List (or be optioned, if permissible) unless placed on the appropriate Injured List in accordance with the Major League Rules. A Club may only place a player on the Injured List who is unable to render services because of a specific injury or ailment following the completion of an evaluation by the Club's medical staff.

B. Retroactive Placement on the Injured List

As a general matter, the Commissioner's Office will place a player on an Injured List on the date of the Club's request. Occasionally, however, the full extent of a player's injury is not known immediately and the Club is therefore reluctant to place the player on an Injured List until further evaluation is made. In such instances, a Club may decide to place an injured player on an Injured List retroactively to the day after the player's last game appearance, subject to the following regulations:

- (1) Retroactive placement is limited to the following number of days prior to the request, even if the player has been held out of games for a longer duration:
 - (a) 7-Day IL: 3 days (provided that all necessary information is submitted, and the Commissioner's Office approves the placement, prior to the start of a game (should there be a game) on day 4, or before 10 P.M. Eastern Time (should it be an off day), on the 4th day). For purposes of Regulation 4-7(B), requesting placement on the 7-Day IL between games of a doubleheader shall be treated as prior to the start of a game and, in the event that a player is to be placed on an Injured List following the completion of a game other than the first game of a doubleheader, that day's game(s) will count as one of the three permissible days.
 - (b) 10-Day or 15-Day IL: 3 days (provided that the Club makes the request prior to the start of a game (should there be a game) on day 4, or before 10 P.M. Eastern Time (should it be an off day), on the 4th day). For purposes of Regulation 4-6(B), requesting placement on the 10-Day or 15-Day IL between games of a doubleheader shall be treated as prior to the start of a game and, in the event that a player is to be placed on an Injured List following the completion of a game other than the first game of a doubleheader, that day's game(s) will count as one of the three permissible days.

- (c) 60-Day IL: Retroactive placements on the 60-Day IL are not permitted. The Office of the Commissioner will scrutinize, and will disallow, any attempts to circumvent this restriction, including if a Club places a player on the 10- or 15- Day IL and simultaneously transfers that player on the same day to the 60-Day IL.
- (2) A request for retroactive placement must contain the date of injury, the date the player last appeared in a game and the date to which the Club would like the retroactive Injured List placement to begin;
- (3) If a player on an optional assignment is recalled before the conclusion of the 10-day (or 15-day) period in order to replace a player placed on the Injured List in accordance with Rule 7(b)(1)(A), the Injured List placement of the injured player may only be retroactive to the date following the day that the optioned player's contract had been optioned;
- (4) No transfer of a player from the 7-day, 10-day or 15-day to the 60-day Injured List may be retroactive;
 - (5) No player may be retroactively reinstated from an Injured List;
- (6) Days spent with a traded player's former team may not be used in calculating the permitted extent of a retroactive placement on an Injured List; and
- (7) No player on an Injured List may play in a Spring Training game against another Major League organization or any game where admission is charged.
- C. Injured List Placements for Mental Illness or Condition. Before the Commissioner's Office will approve a Club's request to place a player on the Injured List as a result of a mental illness or condition, the player must be evaluated by a qualified mental health professional (*i.e.*, a licensed psychiatrist or psychologist), and diagnosed as suffering from a mental illness or condition that impairs the ability of the player to perform the services required by his UPC. In this respect, the Club will be required to provide the following information to the Commissioner's Office before any such request for an Injured List Placement will be approved:
 - 1. the name and contact information of the qualified mental health professional(s) whom the Club has authorized to evaluate, diagnose, and treat the player under Regulation 2 to the UPC;
 - **2.** a full and complete description of both (i) the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR) diagnosis, and (ii) the impairment caused by the DSM-5-TR diagnosis;

- **3.** the prognosis, including an estimated timeline for return-to-play;
- **4.** any medication(s) that are or may be prescribed, and any other anticipated treatment of the player's condition; and
 - **5.** a written treatment and return-to-play plan.

MLB's Medical Director (or his designee) will review the submitted documentation and discuss the Club's request for an Injured List placement with the qualified mental health professional(s) identified by the Club in accordance with these requirements. MLB's Medical Director (or his designee) also will advise the Commissioner's Office as to the propriety of an Injured List placement under all of the circumstances.

If the Commissioner's Office approves the placement on the Injured List, in accordance with Rule 2(c)(1)(C), the Club must submit a recertification Standard Form of Diagnosis every 10 days (15 days for pitchers), unless the player is on the 60-day Injured List. The Commissioner's Office also will monitor the return-to-play plan and follow up with the Club or treating mental health professional (or both) if there is a change in the initial plan or if the Injured List placement extends beyond the initial estimated time of recovery.

significant of information the amount Commissioner's Office must review to appropriately evaluate a Club's request to place a player on the Injured List for a mental illness or condition, it may not be feasible for the Club to make certain corresponding transactions (e.g., responding to a successful waiver claim, making an Active Roster replacement prior to a game, etc.) on the same day that the player becomes unavailable. Indeed, while MLB's Medical Director (or his designee) will conduct his or her review as expeditiously as possible under the circumstances. Clubs should anticipate that the requests for a placement on an Injured List (or transfer to the 60-day Injured List) for a player suffering from a mental illness or condition may take up to 24 hours (or longer in certain cases). To expedite the review process, Clubs should ensure that the player has been evaluated and diagnosed by a qualified mental health professional, who is prepared to provide the required documentation described above, prior to submitting a request that the Commissioner's Office place a player on the Injured List as a result of a mental illness or condition.

D. Rehabilitation Assignments. In determining whether to approve a rehabilitation assignment, the Office of the Commissioner principally is concerned with maintaining the integrity of the Injured List placement and the roster flexibility that such placement provides. Absent compelling circumstances, the Commissioner's Office typically will not approve a

rehabilitation assignment in the event there has not been a meaningful period during which the player has been given sufficient time to recover from the injury that resulted in the Injured List placement. As described in Major League Rule 6(g), this "down" period typically has been five days (for a non-pitcher) and seven days (for a pitcher or a two-way player) from the initial treatment of the injury, meaning that day one of the "down" period begins on the day following the date of the player's injury that resulted in the Injured List placement, or the date of the player's Injured List placement, whichever is earlier. The Office of the Commissioner will continue to scrutinize closely any requests for rehabilitation assignments that do not provide such a five- or seven-day "down" period.

The Office of the Commissioner will also scrutinize any request to transfer a player to the 60-day Injured List while that player is currently on a Rehabilitation Assignment. Absent compelling circumstances, transfers to the 60-Day Injured will not be approved if the player is expected to successfully complete a rehabilitation assignment by day 60 of the player's initial Injured List placement.

In addition, the Commissioner's Office will continue to require players to be reinstated from the Injured List within two days following the last day of a rehabilitation assignment, provided that the player has not sustained a new injury or reoccurrence of the original injury, and the player has used the full 20- or 30-day rehabilitation assignment period. For example, a pitcher who has used the full 30-day rehabilitation assignment period must be reinstated or assigned prior to the Club's game on day 32.

- E. Prohibition on Placement on Restricted List. Except with regard to players with outstanding suspensions that are required to be placed on the Restricted List upon signing with a new Club, Clubs may not report a player for placement on the Restricted List if at the time the Club signed the player the Club knew or should have known that the player would be unavailable to play for or report to the Club during the initial period of such placement. Therefore, any healthy player signed during Spring Training must count immediately against the Club's Reserve List, and if signed during the season, must count immediately against the Club's Active List (or be optioned, if permissible). A Club may only place a player on the Injured List who is unable to render services because of a specific injury or ailment following the completion of an evaluation by the Club's medical staff.
- **F. Counting Against the 40-Man Roster.** Before any recently signed free agent or selected player may be eligible for placement to the Major League 60-day Injured List, the player must first be counted as one of the Club's

permissible 40-man roster players. As such, a Club may not sign a free agent or select a non-roster player and immediately place that player on the Major League 60-day Injured List until the Club first creates a 40-man roster spot for that player.

4-8 Designating Players for Assignment

A. Designating Claimed Players. If a Major League Club is at its Active or Reserve List limit and is then awarded a player on a waiver claim, Major League Rule 8(g) requires the claiming Club to release, assign or designate a player for assignment. In those circumstances where a player is designated for assignment, Rules 8(g) and 2(c)(5) prohibit the claiming Club from designating for assignment a player it claimed within 48 hours after the time of the award of the claim or until the player has spent at least one game on the Major League Active List, whichever is earlier. Moreover, a Club may not make a claim if, at the time of the claim, the Club expects to sign a Major League player that would require designating the claimed player or expects to designate the player because his reporting to the Active Roster would cause the team to exceed Active List limits (even if the designation would occur greater than 48 hours after the award of the claim).

B. Contracting With Designated Players. Designated players cannot sign a subsequent Major League contract (or be tendered a Major League contract) until after they are either released or assigned to another Major or Minor League Club. For example, if a player is a potential Minor League free agent, the player first must be signed to a successor Major League contract before being designated if the Club wants to outright that player. Additionally, Major League contracts may not be amended once a player is designated for assignment, provided that a player may still waive a No-Trade Clause while designated for assignment.

C. Notification To The Commissioner's Office For Outright Waivers. In accordance with Article XIX(G) of the Major League Basic Agreement, if a Club wishes to request Outright Waivers for a Designated Player, the Club must notify the Commissioner's Office by 2:00 P.M. ET two permissible days (in accordance with Major League Rule 8(b)(1)) before the final day of the 7-day period contemplated by Article XIX(G). If the Club does not notify the Commissioner's Office of its request for Outright Waivers by this time (along with player's consent, if necessary, pursuant to Article XIX), and the Designated Player has not yet been assigned, the Designated Player will be placed on Unconditional Release Waivers in time for those waivers, if secured, to be secured prior to the end of the 7-day period.

A Club may not request Outright Waivers on any player claimed during the period between the last day of the championship season and the Spring Training Voluntary Report date, until 7 days has run from the date the claim was awarded. For any player claimed on or after the Spring Training Voluntary Report date, a Club may not request Outright Waivers until 2 days has run from the date the claim was awarded. See Major League Rule 8(d)(8).

- **D. Players On The Injured List.** A player that is on the Injured List at the time he is designated for assignment may not be reinstated during the 7-day period contemplated by Article XIX(G) of the Major League Basic Agreement. Unconditional release waivers will be the only permissible waiver request for a player that is on the Injured List at the time that he is designated for assignment.
- **E.** Designating Rule 5-Selected or Draft-Excluded Players. Major League Rules 5(h) and 8(d) prohibit both Rule 5-Selected and Draft-Excluded players from being assigned to the Minor Leagues prior to the completion of their trial with the Major League Club. Days designated for assignment do not count toward a player's trial period, and a Club is not permitted to designate and then assign that player to the Minor Leagues if the designation occurs on a date prior to the 20 days before opening day. A Draft-Excluded player that is designated prior to receiving his trial period can only be traded or released.
- **F. Optioning a Designated Player.** A Club may designate a player for assignment to provide the Club an opportunity to obtain the player's consent to an optional assignment. In order to option such player who was designated for assignment, the following conditions must be met: (i) the player must have been designated for assignment off of the active roster; and (ii) the Club must have fewer than 40 players on their Reserve List at all times between the time of the designation and the time of the optional assignment.
- G. Designating a Player Eligible for Arbitration Prior to Agreeing to a Major League UPC. Clubs contemplating designating an arbitration-eligible player after such player has been tendered, but before terms are confirmed with that player, should contact the Baseball Operations Department prior to designating that player.

4-9 Optional Assignments

A. Limitations on Recall

(1) Major League Rule 7(b)(1) provides that a player assigned to the Minor Leagues on an optional assignment may not be recalled until 10 days of the championship season have elapsed for a position player or 15 days have elapsed for a pitcher from the date of the optional assignment, unless otherwise excepted in Rule 7(b)(1). For the purpose

of counting the 10 days or 15 days, please note that day one of the 10-day or 15-day period begins the day the player is assigned (or day one of the championship season if the player is optionally assigned during Spring Training), unless the optional assignment occurs post-game. If the player is optioned after a game, day one begins on the following day.

(2) If a player is recalled in order to replace a player on a Club's Active List pursuant to Rule 7(b)(1) before 10 days of the championship season have elapsed for a position player or 15 days have elapsed for a pitcher from the date of the optional assignment, the recall must occur at the same time as the transaction permitting the recall. However, in the event that a Club loses a player(s) from its Active List during a game due to a trade or waiver claim, that Club may notify the Commissioner's Office at the time of the transaction of their intention to recall a player(s) early to replace that player(s). Provided that the Club notifies the Commissioner's Office at the time of the transaction with the name of the player that will be recalled early, the Club will be permitted to delay that player's recall transaction until the following day. For purposes of this rule, "Active List" includes all 40-man players yet to be assigned to the Minor Leagues during Spring Training.

4-10 Assignments to Asian Teams

Clubs should take the following steps in order to appropriately send a player to a team in Japan, Korea or Taiwan (an "Asian Team"). If the player does not have an existing Major League contract (including outrighted players), and is signed to only a Minor League Contract, the Club should not request waivers and does not need the MLBPA's approval to waive termination pay (*i.e.*, Regulations 4-10 (C), (D), and (E) below are inapplicable).

- **A.** Confer With International Operations. Before beginning negotiations, the Major League Club should confirm with the International Operations Department at the Commissioner's Office that the Asian Team has appropriately completed a status check.
- B. Complete Club Agreement & Terms Acceptance Forms. After confirming the completion of a status check, the Major League Club should complete the "Club Agreement," (Addendum A-20) which sets forth the compensation the Asian Team will pay to the Major League Club. Pursuant to this Agreement, the Asian Team must pay the Major League Club up front. In addition, the Agreement contemplates that the Asian Team and the player will complete and sign a "Terms Acceptance,"

(Addendum A-20) which shall include the material terms of compensation the Asian Team is to provide to the player. Copies of the Terms Acceptance should be provided to the Major League Club and the Commissioner's Office.

- C. Complete Waiver Claim Rejection Letter. The Club should ensure that the player completes and signs the "Waiver Claim Rejection" letter (contained in Addendum-20), which rejects in advance any unconditional release waiver claim under Major League Rule 9. Please note that the letter rejects, before any such waiver claim is made, any future waiver claim, and contemplates that the player will complete and sign an additional letter after any waiver claim is actually made, again rejecting such waiver claim.
- D. Secure MLBPA Waiver of Termination Pay. Once all of the foregoing has been completed, the Major League Club should contact the Labor Relations Department to secure the Players Association's waiver of any outstanding Major League Basic Agreement rights, including any applicable termination pay under Article IX of the Major League Basic Agreement. Clubs should not release the player (including an outrighted player) before securing the Association's waiver of such rights, even if there appears to be no termination pay obligation remaining.
- **E. Request Unconditional Release Waivers.** After the cash consideration is received, and the Union's waiver of the player's Major League Basic Agreement rights is secured, the Club should request unconditional release waivers, including a notation that the player wishes to play for an Asian Team. For players not under an existing Major League contract, the Major League Club only needs to complete a Club Agreement and a Terms Acceptance because Major League Rule 9 and Article IX of the Major League Basic Agreement do not apply.
- **F. Terminate Player's UPC (Unconditional Release).** Please note that the Club Agreement shall become null and void (and the cash consideration is required to be repaid) if the Major League Club does not unconditionally release the player. In this regard, the Terms Acceptance also is conditioned (and becomes effective) upon the termination of the player's contract with the Major League Club.

4-11 Prohibition on Taxi Squads

Article XV(E)(3) of the Major League Basic Agreement ("Prohibition on Taxi Squads") permits Clubs in certain circumstances to delay adding players to the Active Roster prior to a potential selection or recall (*i.e.*, not a waiver claim or trade) on the day that they report to the Major League Club. The purpose of Article XV(E) is to provide the Club and player with a day

of orientation and acclimation before the player is added to the roster. The purpose of this provision is *not* to provide Clubs with roster flexibility by permitting them to have a 27th man practice with the Club, and then decide later whether circumstances require his addition to the roster.

Under Article XV(E), a Club may direct a Minor League player to travel to the Major League Club's city only if the Club intends to add the player to the Major League Active Roster at the time of the direction. Once a player reports to the Club in accordance with the provisions of Article XV(E), the player immediately either must be added to the Major League Active Roster through permitted roster transactions, or placed on the Taxi Squad in eBIS.

A player can be placed on the Taxi Squad only if:

- **A.** the Club intends to activate the player on the day following his reporting date, and the Club is using the Taxi Squad to provide the player with an orientation/acclimation day; or
- **B.** the Club anticipates that the player will be activated on his reporting day to replace an injured player, and is using the Taxi Squad to allow the player to practice with the Club pending the placement of the injured player on an Injured List prior to that day's game (as discussed below).

In all cases, a player placed on the Taxi Squad cannot remain with the Major League Club or in the Major League Club's city unless he is added to the Major League Active Roster by the earlier of 8:00 P.M. ET, or three hours prior to the Club's scheduled game, on the day after the day that the player reports.

The following chart summarizes the timing of this limited exception to the "Taxi Squad" prohibition, depending on when the player arrives in the Club's city:

"Taxi Squad" Player Arrives Friday	Added to Taxi Squad	Must be Recalled / Selected or Returned
Pre-workout (player's Club)	Friday	3 hours before game (or 8:00 PM ET) Saturday*
After player's Club's workout starts	Saturday	3 hours before game (or 8:00 PM ET) Sunday*
Off-day, arrives for workout	Friday	3 hours before game (or 8:00 PM ET) Saturday*
Off-day, no workout	Saturday	3 hours before game (or 8:00 PM ET) Sunday*

"Taxi Squad" Player Arrives Friday	Added to Taxi Squad	Must be Recalled / Selected or Returned
Pre-workout, day before	Friday	3 hours before Game 1 (or 8:00 PM ET) Saturday*
doubleheader After workout starts, day before doubleheader	Friday	Between Games of doubleheader
		* Whichever is earlier

Please keep in mind that rainouts or other postponements of games do not extend the limited exception to the "Taxi Squad" prohibition. Clubs are not permitted to keep a player on a "Taxi Squad" beyond the limitations set forth in Article XV(E)(3) as a result of a rainout or series of rainouts.

With respect to the use of the Taxi Squad for injury replacements, Clubs often send Minor League players in transit when a 26-man roster player suffers an injury in the Club's prior game, and the Club's medical staff is of the opinion that the player likely will be placed on an Injured List prior to the Club's next game. The Office of the Commissioner recognizes that a Club sometimes may not be able to make a definitive decision regarding whether to place a player on an Injured List until after the injured player arrives for the next scheduled game, and he is evaluated by the Club's medical staff. However, absent exceptional circumstances, if a Club intends to replace an injured player with a player on the Taxi Squad who reported earlier that day, it must make the roster moves as far in advance of the game as possible, and in all cases at least one hour prior to the scheduled start of the game. If the Club does not place the Minor League player on the Active Roster to replace the injured player that day, the Club must be prepared to justify its decision based on an actual change in the medical prognosis of the injured player. The Taxi Squad is not intended as a vehicle to permit Clubs to bring a player to the Major League Club as insurance whenever a possibility exists that a player may not be well enough to take the field.

In addition, Article XV(E)(3)(f) of the Major League Basic Agreement states that Players who are not on the Club's Opening Day Active Roster on the day the championship season commences for any Club may not remain with the Major League Club after the time by which Opening Day rosters must be fixed.

4-12 Transactions Involving Potential Free Agents

- A. Major League Free Agents. Upon the conclusion of the championship season, Clubs may not release or designate potential Article XX(B) free agents for assignment unless such transaction is necessary to create a roster spot as a result of a bona fide transaction. In addition, Clubs contemplating such transactions after September 1 should contact the Baseball Operations Department prior to releasing or designating for assignment a player who is otherwise expected to become an Article XX(B) free agent following the championship season.
- **B.** Minor League Free Agents. Pursuant to Major League Rule 9(c), a Club may not assign outright a player who is a potential Minor League free agent to the roster of a Minor League Club after 5:00 PM Eastern Time on the fifth day following the day that the last game of the World Series started, unless that player has signed or has been tendered a Major League contract for the next season. Moreover, a potential Minor League free agent who has the right to elect free agency upon an outright assignment pursuant to the Major League Basic Agreement (see Article XIX(A), XIX(C)(2)(a)(ii) and XX(D)) also may not be assigned outright after 5:00 PM Eastern Time on the fifth day following the day that the last game of the World Series started without agreeing to a Major League contract for the next season.

4-13 "27th Player"

Pursuant to Major League Rule 2(b)(2)(A)(ii), prior to September 1, a Club may expand its 26-man Active Roster to 27 players for any split or regular doubleheader that is contained in the regular season schedule or created to reschedule games. A player added to the 26-man Roster for these purposes must be on the 40-man Roster (or reinstated from a Major League Inactive List in accordance with the applicable rule). As a reminder, pursuant to Major League Rule 2(b)(2)(A)(viii), the 27th Player shall not count toward the maximum of 13 pitchers permitted on the Active List. However, if a Club adds a position player as a 27th Player, the Club may not conduct separate transaction that would cause it to exceed 13 pitchers. In addition, the 27th player must be entered into eBIS no later than three hours before the scheduled start of the doubleheader, or if only eligible for the second game, immediately after the conclusion of the first game. Any Club that expands its roster for these purposes must return to a 26-man Roster immediately after the conclusion of the second game (i.e., a post-game roster adjustment).

During doubleheaders contemplated in Major League Rule 2(b)(2)(A)(i) in which the additional roster spot is not available in the first game, the two Clubs may play the first game with the additional roster spot provided

that the Clubs mutually agree and each Club notifies the Commissioner's Office by email to doubleheader@mlb.com within one hour of receiving the official notice of postponement from BOC Scheduling. The failure to notify the Commissioner's Office within one hour of receiving the official notice of postponement will result in the inability to utilize the additional roster spot in the first game for both Clubs.

In the event a Club has added a 27th player for a doubleheader, and that doubleheader is subsequently postponed and will be rescheduled for the following day as a doubleheader, Clubs may elect to either: 1) retain the player already designated as the 27th player for both games of the rescheduled doubleheader (regardless of the other Club's decision); 2) return the player already designated as the 27th player and add a new 27th player for the second game only (regardless of the other Club's decision); or 3) mutually agree to use the 27th player in both games, as described above (each Club may elect to add a new 27th player for both games).

4-14 [Reserved]

4-15 Allocation of Performance Bonuses That May Accrue Based On Performance Over Multiple Seasons

Paragraph 6(e)(4) of the Major League Uniform Player's Contract ("UPC") describes the respective responsibilities of Clubs for performance bonuses upon the assignment of a contract during the championship season. Paragraph 6(e)(4) provides that all performance bonuses earned prior to the assignment are the responsibility of the assignor Club, and all performance bonuses earned after the assignment should be prorated between the assignor and assignee Clubs in proportion to the total number of relevant events attained during the season with each Club involved. Please note that the same proportional allocation also will be applied in the event a performance bonus is earned by a player based on his cumulative performance over more than one season. For example, if a player is entitled to a performance bonus for 1,000 plate appearances over a two-year period of the contract, and the contract is assigned during that two-year period, the performance bonus the player earns for reaching 1,000 plate appearances during that two-year period will be prorated between the assignor and assignee Clubs in proportion to the total number of plate appearances accrued with each Club over that two-year period.

4-16 Postseason Rosters

A. Players Eligible for Post-Season

Major League Rule 41(a) sets forth which players shall be eligible to play for a Major League Club in a post-season series. As a general rule, all player transactions that may affect a player's eligibility for post-season play must be entered in eBIS prior to 12:00 p.m. (Noon) Eastern Time on September 1. For a Minor League player acquired by assignment to be considered eligible as a replacement player, the transaction must be submitted in time for review and approval by the Office of the Commissioner prior to the Noon Eastern Time deadline. The transaction may be submitted by email from an authorized Club official for each participating Club that includes the complete terms of the transaction. The terms listed in the emails from each participating Club must match and be submitted prior to the deadline. The transaction may also be submitted in eBIS if it has been approved by the participating Clubs and is in "Submitted to BOC" status prior to the Noon Eastern Time deadline. The Office of the Commissioner determines timeliness of transactions based on the clock located in eBIS.

All Clubs that anticipate competing in the post-season should sign and submit a roster dated September 1, which will serve as your Club's post-season eligibility roster. To submit a roster, use the "Rosters" report available in eBIS. Please note the "Rosters" report contains all players currently on your 40-man roster.

Finally, under Section 7.H of the Joint Drug Program, any player who is suspended for a violation of Sections 7.A, 7.E, 7.F, or 7.G.2 of the Program involving a Performance Enhancing Substance, or Section 7.B.3 or 7.B.4 involving a Stimulant, shall be barred from participating in the post-season (including, without limitation, being in uniform during his Club's post-season games) during the season in which his suspension commenced, even after completion of his suspension. With the express consent of the Commissioner's Office, a Club may request that a player, who is ineligible to participate in the post-season after the completion of his suspension under Section 7.H of the Joint Drug Program, be replaced prior to the start of a post-season series provided his suspension has been completed prior to the start of the post-season series. A Club will not be permitted to name such a replacement unless the player, the proposed replacement and the Club otherwise qualify under the same standards and limitations as those applicable to the replacement of an injured player before a series under Major League Rule 41(a)(3), or the player was suspended for a violation of Sections 7.A, 7.E, 7.F, or 7.G.2 of the Program involving a Performance Enhancing Substance, or Section 7.B.3 or 7.B.4 involving a Stimulant while on the 40-man roster, as of Noon Eastern Time on September 1.

B. Submission of Post-Season Rosters

Major League Rule 41(a)(2) requires each Major League Club that participates in a post-season series to establish for each such series, from its complement of eligible players, an active roster of no more than 26

(and no less than 25) players with a maximum of 13 pitchers, and transmit such active roster to the Office of the Commissioner by 10 AM at the site of the game. Rosters may be changed from one series to the next. In addition, a Club may re-submit its roster in the event that Game One of any series is postponed before lineup cards are exchanged at home plate. In that event, a new roster, if any, must be submitted by 10 AM (site time) on the day for which Game One is rescheduled.

Each player named to the roster for a series must be expected to be physically able to perform at some point in such series. In this regard, no player on an Injured List, whose minimum period of inactivity has not yet expired before the scheduled start of the post-season series, may be named to the roster or otherwise replaced for such series (provided that (i) players placed on the 7-, 10- or 15-Day Injured List may be replaced prior to the start of a series prior to the expiration of their minimum period of inactivity; and (ii) a player on the Injured List may serve as a replacement during a series if 10 days for position players or 15 days for pitchers or "Two-Way Players" have elapsed from the Injured List placement date and the player is otherwise eligible to serve as a replacement under this Rule 41). Additionally, no player who has been assigned optionally or outright to the Minor Leagues may be named to the roster for such series or otherwise replace another player under Major League Rule 41 unless 10 days (for a position player) or 15 days (for a pitcher or Two-Way player) have elapsed from the most recent assignment to the Minor Leagues (or Spring Training facility), unless replacing a player under Major League Rule 41(a)(4)-(6).

No player who has been assigned optionally or outright to the Minor Leagues may be replaced by another player under the exceptions in Major League Rule 41(a)(3)-(6) unless 10 days (for a position player) or 15 days (for a pitcher or Two-Way player) have elapsed.

Notwithstanding the foregoing, a Club may designate a 27th player for any post-season series, provided that the 27th player is a catcher replacing a catcher who is unable to play as a result of an acute concussion, who is expected to be able to return to play during that series, and supporting documentation were submitted properly. Provided that Major League Baseball's Medical Director has reviewed a Return to Play form and supporting information and approved the reinstatement, and the Players Association and player consent to the reinstatement, the replaced catcher is eligible to play prior to the expiration of the seven-day period of inactivity. The Commissioner's Office reserves the right to disqualify any player from being a replaced catcher or a 27th player as a catcher replacement if the player is not a bona fide catcher, based on a number of factors, including but not limited to:

- (a) the number of games the player performed as a catcher during the current season:
- (b) the player's history as a catcher over the course of his professional career;
- (c) the number and experience of available catchers currently on a roster within the organization; and
- (d) the likelihood that the 27th player as a catcher replacement will be used as a catcher during the series.

C. Substitutions

Aside from the 27th player listed above, the only permitted substitutions to a Club's post-season roster are for injured players or players placed on a Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List, under the circumstances described below.

(1) Replacements for Injured Players Before a Series (MLR 41(a)(3))

With the express consent of the Commissioner's Office prior to the start of a post-season series, a Club may name a player in its organization to a roster for such series in order to replace an injured Major League player. A Club will not be permitted to name such a replacement unless the injured player would otherwise be eligible under Major League Rule 41(a)(1), but is unable to render services in such series because of a specific injury or ailment. Moreover, the Club must submit written proof of the player's disability and request permission from the Commissioner's Office to name such a replacement.

If the Commissioner's Office grants permission to the Club to make such a replacement, the player named to the roster for the series as a replacement must either be an eligible player pursuant to Rule 41(a)(1), or otherwise:

- (a) have been on a Minor League Active, Injured, Temporarily Inactive, Suspended, Development or Military List of such Major League Club as of Noon Eastern Time on September 1, or on such date be designated for assignment or under control, but not yet reported, on assignment from another Major League organization;
- (b) have remained reserved to such Major League Club (at the Major or Minor League levels) through the time of replacement; and
 - (c) be placed on the Club's Major League Reserve List.
- (2) Replacements for Injured Players During a Series (MLR 41(a)(4))

A Club may request permission from the Commissioner's Office to replace on the Club's active roster for the remainder of a post-season series a player who is unable to render services in such post-season series because of an acute, non-chronic injury or ailment (not recurring soreness over time) that occurred after the Club's roster for such series had been submitted. Any request must be accompanied by written proof of the disability, and any replacement must also be considered eligible under Rule 41(a). Moreover, once the request has been made, the decision to replace the injured player may not be revoked. In addition, a pitcher may be replaced only by a pitcher or a Two-Way player and a position player may be replaced only by a position player or a Two-Way player. A Two-Way player may be replaced only by a position player or a Two-Way player, unless the Club's postseason active roster has less than 13 pitchers at the time of such replacement, in which case the Two-Way player may be replaced by a position player, a Two-Way player or a pitcher. Please keep in mind that, except as may be applicable with respect to a concussed player (see Rule 41(a)(4)(C)), any injured player being replaced shall be ineligible to play for the remainder of such series, as well as the next subsequent post-season series that year.

The Commissioner's Office may approve or disapprove an in-series injury-substitution request in its sole discretion, upon reviewing all of the relevant information. The Commissioner's Office will not approve any proposed substitution that it determines to be a talent replacement rather than an injury replacement.

Moreover, the Commissioner's Office may deny a request if it was not made within a reasonable amount of time in advance of a game to allow for an appropriate investigation of the facts and circumstances. *See* Rule 41(a)(4).

A Club should follow the procedures set forth below if it wishes to request permission from the Commissioner's Office to replace an injured player during a post-season series:

- (a) The Club must submit to the Baseball Operations Department the name of the proposed substitute player (note the replacement positional requirements) for approval on the "Post-Season Series Roster Form."
- (b) The Club physician must sign a "Post-Season In-Series Standard Form of Diagnosis", which the Club should submit to the Baseball Operations Department. In addition, Clubs must submit a physician note or create an ATC note in the player's Electronic Medical Record to document the basis for the replacement.

- (c) The Club's physician also must call Major League Baseball's Medical Director and provide him with the details of the purported injury.
- (d) After discussing the injury with the Club, Major League Baseball's Medical Director will contact the Baseball Operations Department and provide his recommendation.
- (e) The Baseball Operations Department will review all of the relevant information and determine whether a substitution is appropriate under all of the circumstances.
- (f) In the event the Commissioner's Office approves an in-series roster substitution request, the Baseball Operations Department will notify the opposing Club, umpire crew and Public Relations Department of the approved roster change.
- (g) No official announcement may be made until the Commissioner's Office has approved the injury and the replacement.
- (3) Replacements for Players Placed on a Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List During a Series (MLR 41(a)(5) & MLR 41(a)(6))

A Club may request permission from the Commissioner's Office to replace on the Club's active roster during a post-season series a player who is unable to render services in such post-season series because of the serious or severe illness or death of a player's (or his spouse's) immediate family member, or who is the father of a child whose delivery or adoption is imminent or has occurred within the prior 48 hours. The Office of the Commissioner will carefully scrutinize such application, including any documentation submitted by the Club and reserves the right to deny any such placement in the absence of appropriate evidence. Any replacement must also be considered eligible under Rule 41(a)(4)(A) and (B).

If the request for either list is for a pitcher who has pitched at least four consecutive innings in any game in that post-season series, the Club may not make the request unless three days have elapsed from the date of the pitcher's most recent appearance of at least four consecutive innings. In the event a Club wants to replace a Two-Way player who has pitched at least four consecutive innings in any game in that post-season series with a pitcher pursuant to Rule 41(a)(4)(B), the Club may not make the request unless three days have elapsed from the date of the Two-Way player's most recent appearance of at least four consecutive innings.

The minimum period of placement on the Post-Season Bereavement / Family Medical Emergency List shall be three consecutive days and the maximum period of placement shall be seven consecutive days. The

minimum period of placement on the Post-Season Paternity List shall be one day and the maximum period of placement shall be three consecutive days.

Following the period of leave or the expiration of the maximum period of placement on either List, the player must be reinstated to the post-season roster in effect at the time, regardless of whether the player has returned, and the replacing player must be removed from the roster.

Placement on either List during one series shall not carry over to a subsequent series. Thus, following the completion of the series in which a player was placed on a Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List, the player must be included on the Club's roster for any subsequent series in order to be eligible to play even if the term of his placement (or the maximum period of placement) has not expired.

A Club should follow the procedures set forth below if it wishes to request permission from the Commissioner's Office to replace a player placed on a Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List during a post-season series:

- (1) The Club must submit to the Baseball Operations Department the request for placement of a player on a Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List and the name of the proposed substitute player (note the replacement positional requirements) for approval on the "Post-Season Series Roster Form" along with any supporting documentation to support such placement.
- (2) The Baseball Operations Department will review all of the relevant information and determine whether a substitution is appropriate under all of the circumstances.
- (3) In the event the Commissioner's Office approves an in-series roster substitution request, the Baseball Operations Department will notify the opposing Club, umpire crew and Public Relations Department of the approved roster change.
- (4) No official announcement may be made until the Commissioner's Office has approved the placement to the Post-Season Bereavement / Family Medical Emergency List or Post-Season Paternity List and the replacement.

D. Announcement of Starting Pitcher

The starting pitcher for each post-season game should be announced as early as possible, but no later than three hours prior to the scheduled start of that day's game. No change to the announced starting pitcher may be made without approval from the Commissioner's Office.

4-17 Spring Training Rosters

Clubs are reminded that, in order to participate in a Spring Training game, each player must be signed to a Major League or Minor League contract, or must be tendered a Major League contract pursuant to Article XX of the Major League Basic Agreement. We recommend that Clubs sign players attending Minor League camp on a tryout basis to a Minor League contract prior to their first workout.

4-18 Two-Way Players

In order for a player to be eligible to appear in a game as a Two-Way player under Official Baseball Rule 4.03 and Major League Rule 2(b)(2), his Club must first designate the player in eBIS as a Two-Way player by contacting the Baseball Operations Department.

4-19 Reserve List Filing

L Submission of Reserve Lists

A. Major League Reserve Lists

Pursuant to Major League Rule 1(a), on the date designated by the Office of the Commissioner (which shall be no earlier than the Monday preceding the Tender Deadline and no later than the day prior to the Tender Deadline), each Club must file Major and Minor League Reserve Lists with the Commissioner's Office. Each Major League Club must include on its Major League Reserve List all players who are currently under Major League UPCs, unless they have been assigned outright to a Minor League club. In addition, the Major League Reserve List must include all players who have been promoted to Major League status and must be tendered a Major League UPC for the following season by the Friday immediately preceding Thanksgiving.

B. Minor League Reserve Lists

Consistent with Rule 1(a), each Club's Minor League Reserve List should be based on the Minor League alignment of the previous season. The Club must include the following information with each Minor League Reserve List (which will be compiled and sent to all Clubs):

1. <u>Player Debts to Club or League</u>. If a player is indebted to a Club for any amount (*e.g.*, salary advance, loan or other debt), the Club must set forth the amount the player owes the Club. A failure to list the amount a player owes your Club may result in the Club forfeiting the debt in the event the player is selected in the Rule 5 Draft.

If a player is indebted to a League for any amount, the Club must identify the amount the player owes.

- 2. <u>Major League Contract Terms</u>. Each Minor League Reserve List must identify each player who was (1) assigned in the previous season to a Minor League Club under the terms of a Major League UPC and who remains in the Minor Leagues; or (2) signed to a Major League UPC for the current season or beyond and was reserved under a Minor League contract. If signed for the following season, the Club must list the salaries provided for in the player's contract for each of those subsequent seasons.
- 3. <u>Surgery.</u> Each Club should identify any reserved player who will be eligible for selection in the Rule 5 Draft who has had surgery, or is scheduled to have surgery, that is not otherwise reflected in the player's transaction history in eBis.

C. eBis Submission

The Reserve Lists may be generated via eBis as follows:

1. Major League Reserve Lists.

Under the "Reports" menu, select "Major League Roster." Select your organizations, the current date, and change the "Signature" default to "Yes."

2. Minor League Reserve Lists.

Under the "Reports" menu, select "Reserve List Submission." Select your organization, and include any information required from Section B above.

The Major and Minor League Reserve Lists, including a Reserve List for each Minor League classification, must be signed, dated and submitted by email to MLBReserveLists@mlb.com no later than 5:59 p.m. (ET) on the date designated by the Office of the Commissioner. In accordance with MLR 5(a), a Club's failure to file Minor League Reserve Lists prior to the 6:00 p.m. ET deadline will subject all players on those Minor League Reserve Lists to selection in the Rule 5 Draft, without restriction. All transactions that affect a Club's Reserve Lists must be entered in eBIS no later than 5:30 p.m. (ET) in order to provide sufficient time for review and approval prior to the 6:00 p.m. (ET) deadline.

II. Player Limits

The maximum number of players on the Club's Major League Reserve List is 40. The maximum number of domestic Minor League players is 175. In addition, MLR 2(a)(2) provides the following limits at each respective Minor League classification (during the periods identified in MLR 2(a)(2)):

Class	Limit
AAA	38
International Rookie	35

III. Inactive and Military Lists

Players on a Minor League Suspended List count toward the Minor League Club's Reserve List limit. Players on the Restricted List, Voluntarily Retired List, Ineligible List are excluded from Reserve List limits but will appear on the eBis-generated Reserve List report for a period of two consecutive years. Pursuant to MLR 2(c)(6)(F), 2(c)(7)(B), 2(c)(8)(D) and 2(c)(9)(C), the player's name will be omitted from further Reserve Lists following the two-year period. However, such player shall remain on the relevant inactive list subject to all rules and shall not be eligible to play unless and until the player is reinstated in accordance with Major League Rule 2.

All players placed on a Restricted List at a Minor League classification for a violation of MLB's Joint Drug Prevention and Treatment Program will remain on the Restricted List until the suspension has been completed.

Each Club must list the names of all players on its Military List, whether or not the players have been carried on any previous Reserve List pursuant to MLR 2(c)(10). A Club's failure to identify a Military List player will not relieve the Club of its contractual obligations to such player upon the player's reinstatement.

IV. "Frozen Period"

Except for outright assignments from the Major League Reserve List, outright assignments of players not subject to selection in the Rule 5 Draft, the addition of players signed as Major or Minor League free agents, or releases for the purpose of permitting players to sign bona fide contracts as a foreign professional, Minor League Reserve Lists may not be amended between the filing of the Reserve Lists and the conclusion of the Rule 5 Draft. See MLR 1(b). During this "frozen period," a Club may assign a player pursuant to an incomplete player-to-be-named trade, so long as the assigned player is not otherwise eligible for selection in the Rule 5 Draft.

Pursuant to MLR 6(d), no contract of a Major League player shall be assigned to a Club of lower classification during the period from 5:00 p.m. (ET) of the third day prior to the start of the Rule 5 Selection Meeting until the Rule 5 Selection Meeting has been concluded.

4-20 Rule 5 Draft Guidelines

I. Eligible Players

The "Potential Rule 5 Selectable" report in EBIS shows all players who are subject to selection in the Rule 5 Draft. To generate this report, select "Potential Rule 5 Selectable" from the Reports menu.

Players on a Voluntarily Retired, Ineligible List, or Restricted List for violations of the Joint Drug Prevention and Treatment Program ("JDA") or Attachment 52 of the Major League Basic Agreement are not eligible for selection in the Rule 5 Draft. However, Clubs also have the right to "voluntarily designate" a player to be selectable in this year's draft if the player would otherwise not be eligible for selection.

II. Medical Records

Clubs may request the medical information for up to three players eligible for each Rule 5 Draft, so long as the players meet the criteria found in MLB Regulation 4-5(B)(1)(a) (*i.e.*, the criteria governing access to medical information for players on outright waivers). In order for the requested medical records to be prepared for distribution, each Club should submit its list of up to three players to EMR@mlb.com no later than a date assigned by the Office of the Commissioner. Access to permitted medical information will be available for Club review for a period of three days prior to the start of the Rule 5 Draft.

Once the lists of requested players are received, the Commissioner's Office will notify the player's current Club of the request, without disclosing the identity of the requesting Club, and ask that those records be thoroughly reviewed. Clubs failing to provide accurate and updated medical information will be subject to discipline.

This access to medical information does not provide selecting Clubs with the ability to reverse a selection in the Rule 5 Draft. The selected player will remain with the selecting Club under all circumstances, even in the event of a dispute over a selected player's medical status.

III. Rule 5 Return Reimbursement

In the event that a player selected in the Rule 5 Draft is returned through tender of an outright assignment to the Major or Minor League Club from which the player was selected, Clubs should follow the reimbursement protocols in Major League Rule 5(g)(4) ("Salary on Return"). Clubs should wait until the end of the season to determine the appropriate reimbursement amount. To ensure uniformity for these reimbursement payments, for returned players who spent the entire championship season prior to selection on a Minor League Contract, Clubs should use the following formula:

Initial Reimbursement = (New Daily Rate—Prior Season Daily Rate) * Minor League Season Days

Where the New Daily Rate = P2 salary / Major League Season Days (i.e., 186); Prior Season Daily Rate = Minor League weekly salary / 7; and Minor League Season Days = season days (including postseason) upon return.

Additionally, the Club returning the player will need to reimburse the original Club the salary owed to the player for any days following the conclusion of the players Minor League season (including postseason).

4-21 End of Season and Off-Season Transactions and Waiver Requests

I. End of Season Trade Deadlines

No contract of a Minor League player may be traded to another Major League Club during the period commencing at 12:00 p.m. (ET) on the seventh day prior to the conclusion of the regularly scheduled Major League championship season and ending upon the day following the last game of the Major League championship season (including any rescheduled game or any additional game played to break a tie). See Major League Rule 6(d)(4). Furthermore, the restriction on trading a Major League Uniform Player's Contract ("UPC") continues until the day following the day that the last game of the World Series starts.

II. Placements on the 60-day Injured List Toward End of Season

Any request for placement on the 60-day Injured List, regardless of the number of days remaining in the championship season, will not be approved unless the associated injury warrants the placement and the appropriate documentation (i.e., Standard Form of Diagnosis and imaging results, surgery or a physicians report) reflects an appropriate estimated period of recovery. Furthermore. in accordance with Major League Rule 2(c)(1)(F)(vi), a player may not be placed on the 60-day Injured List following the start of the player's Club's final game of the championship season, unless the player's Club is participating in the postseason. Clubs participating in the postseason may place an appropriately injured player on the 60-day Injured List after the conclusion of the championship season, but only for the sole purpose of naming a player to a postseason roster (either prior to the start of a postseason series or as a replacement for injured

players or players placed on the post-season bereavement, family emergency, or paternity lists in accordance with Rule 41(a)(3), (4), (5) or (6)) that otherwise would cause the 40-man player Reserve List limit to be exceeded (i.e., Clubs may not place a player on the 60-day Injured List for any other transaction such as a waiver claim); such player may only be placed on the 60-day Injured List if the player otherwise meets the criteria for placement on such list.

III. Reinstatements and Recalls

Consistent with MLR 2(c)(1), all Clubs must reinstate all players from the 7-day, 10-day and 15-day Injured Lists on or before the day following the conclusion of the Major League championship season, and must reinstate all players from the 60-day Injured List on or before the fifth day following the day that the last game of the World Series started.

In addition, MLR 7(a) requires each Club to recall all players who are on optional assignment on or before the day following the last day of the Major League championship season. For those players who will be recalled not to report during the season per MLR 7(b)(4), check the "Not to Report" box in the "Recall" transaction in eBIS. Regardless of the requirement in MLR 7(a), no player who has been optionally assigned (or outrighted) to the Minor Leagues may be named to a post-season roster until 10 days for position players or 15 days for pitchers (or "Two-Way Players") have elapsed from the most recent assignment to the Minor Leagues (unless an exception in MLR 41(a) applies).

IV. Potential Free Agents

Pursuant to MLR 9(c), a Club may not assign outright a player who is a potential Minor League free agent to the roster of a Minor League Club after 5:00 p.m. (ET) on the fifth day following the day that the last game of the World Series started, unless that player has signed or been tendered a Major League contract for the next season. This Rule applies regardless of whether the player has the right to elect free agency under Articles XIX(A) or XX(D) of the Major League Basic Agreement.

In the event a Club desires to release or designate for assignment a player who is otherwise expected to become an Article XX(B) free agent following the World Series, please contact the Baseball Operations Department in advance of completing that transaction. Clubs may not release or designate potential Article XX(B) free agents for assignment unless such transaction is necessary to create a roster spot as a result of a bona fide transaction.

V. Draft-Excluded Players

Pursuant to MLR 5(h) a "Draft-Excluded Player" is a player who has less than three years of Major League Service as of the conclusion of the

championship season and who is excluded from selection in the Rule 5 Draft because the player was promoted to a Major League Reserve List after August 15 and remains on a Major League Reserve List through the conclusion of the Rule 5 Draft. Consistent with MLR 5(h), a Draft-Excluded Player cannot be directed to perform for, assigned to, or otherwise transferred to a Minor League Club unless the player first receives a trial with the player's Major League Club lasting until 20 days before the opening day of the following Major League season. For the avoidance of doubt, the "trial period" described in MLR 5(h) shall not include days when the player is designated for assignment. Therefore, a Club is not permitted to designate and then assign that player to the Minor Leagues if the designation occurs on a date prior to the 20 days before opening day. For clarification, a Draft-Excluded player that is designated prior to the date listed in MLR 5(h) may only be traded or released.

Any players selected to the Major League roster after August 15, may become draft-excluded within the meaning of MLR 5(h). For this reason, players selected after August 15 will be given a draft-excluded status in eBIS (DE2025).

Consistent with MLR 8(d)(4), assignment waivers may not be requested on a potential Draft-Excluded Player during the period beginning five days following the day that the last game of the World Series started and ending 25 days prior to the opening of the following championship season. In addition, if waivers are requested, no assignment may be made pursuant to such waivers until 20 days prior to the opening of the championship season of such year.

Moreover, in order to outright a potential Draft-Excluded Player prior to the Rule 5 Draft, Outright Waivers must be requested on or before the fourth day following the day that the last game of the World Series started. If secured, such waivers will be in effect until 1:00 p.m. (ET) on the seventh day after the date they were obtained.

VI. Injured Players

As a general rule, Article XIX(C)(1) of the Major League Basic Agreement prohibits players who are injured and unable to play from being assigned to a Minor League club. However, the Major League Basic Agreement provides two exceptions to this rule between the conclusion of the championship season and the 15th day prior to the start of the next championship season, and an additional exception for players being returned from the Restricted List following placement for a violation of the JDA or Attachment 52. See Regulation 4-5 (A) for information on waiver requests on injured players during the three "safe harbors".

The first "safe harbor" within which a Club may assign an injured player is during the period immediately following the close of the championship season and before the filing of Major League Reserve Lists. An injured player may be assigned to the Minor Leagues, provided that the player is not signed to a Major League contract for the subsequent season, subject to the following two exceptions.

- 1. If an injured player that is assigned pursuant to this first safe harbor otherwise would have been eligible for arbitration as a "Super Two" player, he may elect free agency under the procedures contained in Article XX(D) in lieu of accepting the assignment. See Article XIX(C)(2)(a).
- 2. Following the fifth day following the day that the last game of the World Series started (the Minor League free agent deadline), and prior to the filing of Major League Reserve Lists, injured Minor League free agents may not be assigned to the Minor Leagues.

In addition, MLBR 4-5(A)(6) contains guidelines regarding the claiming or requesting of waivers for a player on the 60-day Injured List.

The second "safe harbor" within which a Club may assign an injured player is during the period immediately following the filing of Major League Reserve Lists and before 15 days prior to the start of the championship season; provided, however, that (i) the player has less than three years of Major League service; (ii) the contemplated assignment would not be the Player's second (or subsequent) career outright assignment since March 19, 1990; (iii) the Player had no Major League service the prior championship season; and (iv) the Player was not selected by the assignor Major League Club in the immediately preceding Rule 5 Draft. See Article XIX(C)(2)(b).

The third "safe harbor" within which a Club may assign an injured player is immediately upon reinstatement from the Restricted List, provided the reason for the player's placement was a suspension under the JDA or Attachment 52, and provided the player was assignable pursuant to Article XIX(C) at the time the suspension was issued.

Regulation 4-5 (B) contains additional information regarding access to medical information for players placed on waivers.

4-22 Major League Form Submission

Below is a non-exhaustive listing of where certain notable forms and paperwork related to Major League transactions and contracts should be submitted. Please reach out to the Baseball Operations Department if you have any questions. Please note that majorleaguedocuments@mlb.com contains recipients external to the Office of the Commissioner, so please refrain from emailing sensitive questions or information beyond the forms listed below to that address.

Major League Contract—Submit signed copy in EBIS and notify via email to travis.buck@mlb.com and kyle.macri@mlb.com

Major League Term Sheet—Submit via email to travis.buck@mlb.com and kyle.macri@mlb.com

Advanced Consent Form—Submit via email to majorleaguedocuments@mlb.com

Assignment Agreement—Submit signed copy in EBIS

Cash Considerations Proof of Payment—Submit in EBIS

Contemplated Outright Form—Submit signed copy via email to majorleaguedocuments@mlb.com and upload to Outright Assignment transaction in EBIS

Rehab Consent and Acknowledgement Forms—Submit signed copy via email to majorleaguedocuments@mlb.com and upload to Rehab Assignment transaction in EBIS

Please keep in mind that the majorleaguedocuments@mlb.com email distribution list includes members of the Major League Baseball Players Association.

5. MAJOR LEAGUE FREE AGENCY PROCEDURES & PROTOCOLS

5-1 Contracts Conditioned on a Physical Examination

A. Subject to Individual Negotiations

It is valid under the Major League Basic Agreement for a Club, acting individually and not in concert with other Clubs, to require a successful physical examination as a condition precedent to reaching an agreement on terms with a free agent. Thus, consistent with the requirements of Article XX(E), each Club must make an individual decision as to whether requiring a free agent player to pass a Club physical as a condition precedent to reaching an agreement on terms is in its self-interest. Assuming that the Club makes such an individual decision with respect to a free agent player, the Club should follow the protocol described below.

B. Recommended Protocol

(1) At the outset of negotiations, Clubs should inform the agent in writing that no agreement on terms with the player can be reached until the player has successfully completed a Club physical.

- (2) The negotiations on economic terms typically will proceed to near completion before the player will be willing to take a physical. Each and every offer to the player—written or oral—should repeat the fact that the offer is conditioned upon the player successfully passing the Club physical examination.
- (3) Clubs that condition a contract on a physical examination should enter a term sheet with the player that sets forth the physical examination contingency in unambiguous language. In this regard, we recommend that all written offers to the player should include the following contingency language:

This agreement is contingent upon the Player completing, to the Club's satisfaction, a physical examination performed by a doctor selected by the Club for such purposes. Player hereby agrees to submit to such examination at such time and location as are designated by the Club. The terms hereof shall not be reportable to the Commissioner's Office pursuant to Major League Rule 3(e)(1), and neither party shall be bound hereby (except that Player shall be bound to cooperate with respect to performance of the physical examination), unless and until the Club, in its sole and exclusive judgment, provides written notice that it is satisfied with the results of the physical examination. Immediately upon such notification, the Club and Player will execute a binding letter agreement (the "Contract") pursuant to the foregoing terms (which shall subsequently be embodied in a formal UPC).

- (4) When it appears that the Club and the player are close to or have reached agreement on economic terms, you must insist that the player take the Club physical prior to the completion of an agreement on terms that could be reported to the Commissioner's Office pursuant to Major League Rule 3(e)(1). Regardless of whether a conditional agreement on terms is oral or written, however, the Club and player will not be deemed to have reached an agreement on terms as that phrase is used in Rule 3(e)(1) unless and until the player passes the physical. Thus, the player remains a free agent (free to sign with another Club) pending fulfillment of the physical condition.
- (5) If the Club is satisfied with the results of the physical examination, the Club should conclude its agreement on terms with the free agent player and report such agreement on terms to the Labor Relations Department. Upon confirmation of terms, it would be appropriate to hold a press conference or otherwise publicly announce the signing of the player.
- (6) Clubs are prohibited from announcing an agreement on a contract with a free agent that is contingent on the player passing a Club-administered physical. See Attachment 49 to the Major League

Basic Agreement. Moreover, any action taken by the Club before the player passes the physical, which treats the player as a signed player (e.g., reporting terms to the Labor Relations Department), may make it difficult for the Club to walk away from a contract if the player ultimately fails his physical.

5-2 Free Agent Medical Records

Article XIII(G)(7) governs the dissemination of medical records of free agent players. At the conclusion of the player's season (including any applicable postseason), a player who will become an Article XX(B) free agent may request that his former Club provide him with a disk containing a copy of his medical records. In such cases, a Club shall provide such records within 10 days of such request. When a free agent provides a Club with medical records, he must represent on a form provided by the Commissioner's Office that he is providing a complete copy of the records that were provided to him by the Club. In addition, any player who is a free agent by operation of the Major League Basic Agreement will receive from the Office of the Commissioner, upon request of the Association, log-in instructions that will permit him to access his medical records electronically. The Office of the Commissioner will send the log-in instructions within 10 days of being provided written notice by the Association. A player may provide to prospective Clubs (or to other individuals) electronic access to his medical records, and such access shall remain active for 180 days. Please note that these are the exclusive procedures for the dissemination of medical records by the Office of the Commissioner and Clubs to players who become free agents by operation of the Major League Basic Agreement.

The procedure for players who become free agents outside of the operation of the Major League Basic Agreement (e.g., Minor League free agents) to access their medical records is governed by Article XVII of the Minor League Basic Agreement.

If a Club discovers missing information that is required by the Minimum Standards in a free agent's medical records (before or after signing that free agent), the Club should promptly notify the Commissioner's Office of the omission. The Commissioner's Office will contact the player's prior Club to investigate the omission and ensure that any missing information is provided to the player by his previous Club for dissemination to other Clubs.

5-3 Drug Testing of Extended Free Agents

Under Attachment 4 of Major League Baseball's Joint Drug Prevention and Treatment Program, "Extended Free Agents" are subject to an unannounced urine and blood test prior to being deemed eligible to sign a Major League contract. An "Extended Free Agent" is any player who previously has been a

party to a Major League Uniform Player's Contract, but has not been under reserve to a Major League Club or an affiliated Minor League club for one calendar year or longer (including players who have been on the Restricted List, Voluntary Retired List or Ineligible List for one calendar year or longer).

Certified player agents must inform the Players Association if they will attempt to negotiate a Major League contract for an Extended Free Agent, and in turn the Players Association is obligated to notify the Commissioner's Office. Contract terms for an Extended Free Agent will not be confirmed until urine and blood tests are conducted and the results are reported. To avoid delay in the confirmation of terms for such a player, please encourage any certified player agent representing an Extended Free Agent to inform the Players Association of negotiations as soon as possible.

5-4 Advance Consents

- A. Consent. Major League player may consent to an assignment of his contract in advance of any specific contemplated assignment in accordance with Article XIX(A)(3) of the Major League Basic Agreement, provided the player has at least 4 years and 127 days of Major League Service.
- **B.** Advance Consent Election. All advance consents per Article XIX(A)(3) of the Major League Basic Agreement shall include the option for the player to elect free agency. Any such election shall require written confirmation by the MLBPA prior to any player forfeiting termination pay.
- C. Notice Players Association. As to the set forth Article XIX(A)(3) of the Major League Basic Agreement, Clubs shall provide a copy of the Player's consent to the Players Association contemporaneously upon the Club's receipt of such consent. Clubs should send player's Advanced Consent form a to majorleaguedocuments@mlb.com upon receipt.
- **D.** Non-Duplication Provision of Major League Basic Agreement (5+MLS Players)

The purpose of this Regulation is to address the circumstances under which a Club that signs a player with 5 or more years of service who is currently receiving termination pay as a result of a prior release will be responsible for termination pay if the player is released or becomes a free agent after the Club attempts to assign him to the Minor Leagues.

A player with five or more years of Major League service who elects to become a free agent in lieu of being assigned to the Minor Leagues forfeits his termination pay from the Club that contemplated the assignment. In addition, if the player was receiving termination pay from a prior Club, the prior Club's termination pay obligation normally would be reduced by the amount remaining on the player's Major League contract with his new Club. However, the contractual rights of both the player and the Club may differ if the player signed an advance consent (free agent election option) letter in accordance with Article XIX(A)(3) prior to executing the new Major League UPC. In such cases, any termination pay owed to the player by a prior Club will not normally be reduced if the player elects free agency in this context. This is because a player who had signed an advance consent does not have the right to remain in the Major Leagues and be paid his Major League salary.

Clubs should contact the Labor Relations Department prior to making any decisions that involve this issue.

5-5 Payments to Players

All payments made to players in conjunction with players' performance must be paid in U.S. Dollars unless agreed to otherwise and included in the terms of an approved Major League Uniform Player Contract.

5-6 Immediate Outright Assignment of a Signed Free Agent

Clubs are not permitted to sign free agents to Major League contracts if they intend to immediately assign that player outright to the Minor Leagues. The Commissioner's Office will scrutinize Outright Assignments of players who recently signed Major League contracts as free agents to determine the permissibility of such an assignment. In the event the Commissioner's Office determines that there has not been a material change in circumstances, the Commissioner's Office may prohibit the Outright Assignment.

5-7 Permissible Incentive Bonuses

Major League Rule 3(b)(5) provides that "[n]o Major League Uniform Player's Contract or Minor League Uniform Player Contract shall be approved if it contains a bonus for playing, pitching, or batting skill or if it provides for the payment of a bonus contingent on the standing of the signing Club at the end of the championship season."

- A. Incentive bonuses based on the following criteria are permissible:
- (1) Amount played (games, innings pitched, at bats, plate appearances, games started, *etc.*), but not game circumstances that could potentially create a compromising circumstance for the manager that may affect the outcome and integrity of the game;
- (2) Winning or placing in the publicly announced voting results for officially recognized awards by receiving more than one vote (*e.g.*, MVP, Cy Young, Rookie of the Year, Relief Pitcher of the Year, *etc.*);

- (3) Team attendance; and
- (4) Election or selection to an All-Star Team.
- B. Clubs are asked not to enter into contracts with incentive bonus clauses other than those outlined above, and cannot enter into contracts with bonuses based on statistical playing records (e.g., ERA, batting average, home runs, stolen bases, RBIs, etc.). Clubs also are prohibited from entering into contracts with bonuses based on a team's position in the standings, or related to a team's participation in post-season play. Further, "milestone" agreements, where a player receives additional compensation in connection with engaging in certain promotional activities upon reaching a historic milestone, and post-career, personal services contracts in which the player agrees to perform non-playing services for the Club upon his retirement as a player, are impermissible.

6. MEDICAL RECORDS

6-1 Electronic Medical Records ("EMR") Protocol

- **A. Monitoring and Reporting on Records.** The Commissioner's Office will monitor the entry of medical information to ensure that all Clubs are keeping up-to-date records. Clubs will receive regular reports from the Commissioner's Office that summarize the information that has been entered on each player and identify any issues or noncompliant entries.
- **B.** Timing of Entry. As a general rule, all appropriate medical information should be entered within two weeks of Club personnel having notice of such information (*e.g.*, a MRI and all accompanying documentation should be entered within two weeks of the player undergoing the MRI). Notwithstanding the foregoing, Clubs should review any player's medical file prior to sharing a file with another Club to ensure that it is current as of the date it is shared with the other Club.
- C. Annual Certifications. Clubs will be required to certify to the Commissioner's Office at the end of each season that their Major and Minor League medical staffs have reviewed and followed the EMR Minimum Standards ("Minimum Standards"), attached hereto as Addendum A-2.
- **D. End-of-Season Audit.** If the Commissioner's Office has reason to believe that a Club has not complied with the Minimum Standards, that Club may be subject to an enhanced audit of their players' medical records, including, but not limited to, interviews with Club baseball operations and medical personnel, acquiring documentation from physicians and outside providers, and a review of any other athlete management systems that the Club maintains.

- **E. Increased Training and Education.** The Commissioner's Office will present each year to Club medical staffs on the Minimum Standards at the Winter Meetings, highlighting any compliance issues as well as any changes that will be made in future seasons. Additionally, any Club medical staff that is new to MLB will be required to attend an online or in-person orientation to learn about the Minimum Standards. This orientation will be conducted each year during Spring Training.
- **F. Publish Data Entry Rankings to All Clubs.** The Commissioner's Office will annually publish a report ranking each Club on a number of metrics related to the amount and quality of data entered in the EMR. The report will be distributed at the All-Star Break and at the end of the season. The Commissioner's Office also will recognize the top Clubs at EMR data entry on an annual basis.

Clubs should report any observed omissions or issues with a player's medical file to the Commissioner's Office. Clubs and Club employees that materially fail to comply with the Minimum Standards may be subject to additional training, fines, suspensions, and other penalties. Any failure to comply that is found to be representative of a specific Club policy or practice that is designed to circumvent the Minimum Standards will result in severe discipline.

7. MINOR LEAGUE PLAYER TRANSACTIONS — For additional information regarding Minor League player transactions, please refer to the Minor League Basic Agreement

7-1 Roster Status of Optioned Players

An optioned player counts against the Minor League roster to which the player is assigned. However, the optioned player will not count against limits until the player has reported to the affiliate. As such, there may be times when a Minor League roster appears to have exceeded the active player limit or the Domestic Minor League Player Limit (e.g., a recently-assigned player may have yet to report). Furthermore, optioned players begin counting against the Domestic Reserve List at the beginning of the AA season.

7-2 Notice of Minor League Transactions

Clubs must immediately notify the Commissioner's Office of all player transactions (including assignments and all other changes to a player's status). In addition, player transactions must be entered into EBIS at the time of the assignment. If necessary, EBIS allows users to enter an assignment up to 24 hours after the assignment took place. Once the player is transferred to an affiliate in EBIS, the player counts immediately against

the Active List limit. The Commissioner's Office will monitor rosters closely to ensure that players on the Active List are generating statistics at the appropriate Club to which they are assigned.

7-3 Prohibition on Taxi Squads

Upon notification of assignment, a Minor League player must report to the assignee Minor League club. Excessive transfers, Injured List or Temporary Inactive List placements of the same player, designed to keep an assigned player with the assignor Club, are prohibited.

A player directed to report to the Major League Club will continue to count against the Minor League affiliate's Active Roster to which the player is assigned until the player is added to the "Taxi Squad" in eBIS, at which time he will be removed from all Active List limits. If the player is not added to the Major League Active Roster within the appropriate time limit and is returned to the Minor League Club, the player will again count against that Minor League Club's Active Roster as soon as he reports or within 24 hours after he was directed to return, whichever is earlier.

7-4 Assignment Agreements

- **A.** Cash Considerations. All cash considerations in a trade must be in definite terms and must be for at least \$1. Cash consideration in a Minor League trade may not exceed \$100,000, unless the cash included is to offset the salary of a player who remains signed to a Major League UPC.
- B. Worker's Compensation (Addendum F) Upon a Minor League Trade. Following the assignment of a Minor League Uniform Player Contract ("UPC") to a Major or Minor League Club with another organization ("Assignee Club"), Addendum F of the Minor League UPC will cease to apply to any claims the assigned Player may make against the Assignee Club regarding an injury that occurs after the assignment. Accordingly, Assignee Clubs who wish to execute an Addendum F with an acquired Player on an active Minor League UPC should have the Player sign a new Addendum F following his assignment to the Club. Additionally, Clubs should continue to be mindful of the jurisdiction in which such new Addenda are signed.
- C. Loans / Returns. Loans are permitted at the Minor League level. However, players who are not signed to a Minor League UPC, including international players under contract with a foreign club, may not be loaned to a Minor League Club. All players on loan must be returned by November 1. See MLR 7(i). An assignment agreement must be completed for each loan and return. The agreement should specify when the player is

to be returned, who is responsible for payment and any other terms of the agreement between the two clubs. Please contact the Office of the Commissioner to verify terms before entering into a loan.

7-5 Injured Lists and Rehabilitation Assignments

- A. Regular Injured List (Minor League 7-day IL). Players on the Minor League 7-day (Regular) Injured List count against the Domestic Minor League Player List, if assigned to a domestic affiliate, and against the Dominican Summer League Limit of 35 players. Players on the 7-day Injured List may be directed to perform rehabilitation work at the Spring Training Complex or may be transferred to the Minor League 60-Day or Full-Season Injured Lists.
- **B.** Minor League 60-Day Injured List. Clubs may place players on the Minor League 60-Day Injured List beginning on the tenth day prior to the start of the AAA championship season, provided that MLB, in conjunction with MLB's Medical Director, has reviewed the medical situation (including the submission of a Standard Form of Diagnosis and creation of an associated EMR event) for each such player, and approves such placement based on the severity of the player's injury.
 - 1. Minimum Downtime. The minimum downtime for the Minor League 60-Day Injured List will be 60 days of the Minor League championship season of the affiliate where the player is assigned at the time of placement. Any time spent on the Regular Injured List shall count towards the 60-day minimum downtime. While on this list, players are not permitted to commence a rehab assignment or participate in any intra-squad game activity until 45 championship season days of the affiliate where the player is assigned have elapsed from the date of initial placement on an Injured List. All players on the Minor League 60-Day Injured List must be reinstated on or before the 5th day following the conclusion of the World Series.
 - **2.** Limit. Clubs are not permitted to have more than fifteen (15) players on the Minor League 60-Day Injured List at any one time assigned to domestic affiliates.
 - **3. Does Not Count Against Player Limits.** Players on the Minor League 60-Day Injured List will not count against the Domestic Reserve List limit or any Minor League Active List limits.
 - **4. Five-Day Roster Requirement.** No domestic player may be placed on the Minor League 60-Day Injured List until the player has spent at least five (5) days in a roster status where that player has counted against a Domestic Reserve List limit of a Club (including the assignor Club in the event of a trade).

- **5. May Be Traded.** A player on the Minor League 60-Day Injured List may be acquired via a trade and remain on the Minor League 60-Day Injured List with the assignee Club.
- C. Minor League Full-Season Injured List. Players may only be placed on or transferred to the Minor League Full-Season Injured List due to a significant injury that requires a major surgery or medical procedure that would typically keep a player out for an entire season (e.g., Tommy John Surgery). Clubs may place players on the Minor League Full-Season Injured List (or transfer them to this list from the Minor League 60-Day or 7-Day Injured Lists) beginning on the tenth day prior to the start of the AAA season, provided that MLB, in conjunction with MLB's Medical Director, has reviewed the medical situation (including the submission of a Standard Form of Diagnosis and creation of an associated EMR event) for each such player, and approves such placement based on the standard described above.
 - **1. Minimum Downtime and Inactivity.** Players placed on or transferred to the Minor League Full-Season Injured List must remain on this list until being reinstated on the 5th day following the conclusion of the World Series. While on this list, players are not permitted to commence a rehab assignment or participate in any intra-squad game activity.
 - **2. Does Not Count Against Player Limits.** Players on the Minor League Full-Season Injured List will not count against the Domestic Reserve List limit or any Minor League Active List limits.
 - **3. Five-Day Roster Requirement.** No player may be placed on the Minor League Full-Season Injured List until the player has spent at least five (5) days in a roster status where that player has counted against a Domestic Reserve List limit of a Club (including the assignor Club in the event of a trade).
 - **4. May Be Traded.** A player on the Minor League Full-Season Injured List may be acquired via a trade but must remain on the Minor League Full-Season Injured List with the assignee Club.
 - **5. Workers' Compensation.** Notwithstanding anything to the contrary above, MLB may continue to place injured players on the Minor League Full-Season Injured List during the season to accommodate bona fide workers' compensation concerns under circumstances and conditions approved in advance by the Commissioner's Office.
- **D.** Concussed Player. The required medical information for all Minor League players who suffer a concussion must be forwarded to minorleaguemtbi@mlb.com, regardless of whether the concussion results in an Injured List placement. Prior to the reinstatement of a concussed

player and before the player may participate in <u>any</u> game, the player's Club must submit a completed Return to Play Form and supporting documents to <u>minorleaguemtbi@mlb.com</u> AND receive approval from the MLB Medical Director.

- **E. Injured List Placements for Mental Illness or Condition.** Before the Commissioner's Office will approve a Club's request to place a player on the Injured List for a mental illness or condition, the player must be evaluated by a qualified mental health professional (i.e., a licensed psychiatrist or psychologist), and diagnosed as suffering from a mental illness or condition that impairs the ability of the player to perform the services required by his UPC. In this respect, the Club will be required to provide the following information to the Commissioner's Office before any such request for an Injury List Placement will be approved:
 - 1. the name and contact information of the qualified mental health professional(s) whom the Club has authorized to evaluate, diagnose, and treat the player under Paragraph 7(a) of the UPC;
 - 2. a full and complete description of both (i) the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR) diagnosis, and (ii) the impairment caused by the DSM-5-TR diagnosis;
 - 3. the prognosis, including an estimated timeline for return-to-play;
 - 4. any medication(s) that are or may be prescribed, and any other anticipated treatment of the player's condition; and
 - 5. a written treatment and return-to-play plan.

MLB's Medical Director (or his designee) will review the submitted documentation and discuss the Club's request for an Injured List placement with the qualified mental health professional(s) identified by the Club in accordance with these requirements. MLB's Medical Director (or his designee) also will advise the Commissioner's Office as to the propriety of an Injured List placement under all of the circumstances. The Commissioner's Office also will monitor the return-to-play plan and follow up with the Club or treating professional (or both) if there is a change in the initial plan or if the Injured List placement extends beyond the initial estimated time of recovery.

F. Disposition of Injured Players.

1. In-Season. Clubs may not assign or transfer a Minor League player to a Minor League affiliate of a different classification while that player is on an Injured List. Players may not be reinstated from an Injured List for the purposes of assignment or transfer to an affiliate of a different

classification until they are able to play. Any player on an Injured List who is directed to a lower classification as part of a rehabilitation assignment shall be treated as remaining at the minor league classification where the player was placed on the Injured List for purposes of salary and any other related benefits.

- 2. Off-Season. A Minor League player who finishes the season on an Injured List may be assigned to a different classification during the off-season, provided that if, as of the commencement of the next championship season, that player remains under the same Minor League UPC and has not been cleared to play in games by the Club's medical staff as a result of the same injury that caused the original placement on the Injured List at the end of the prior season, he must be returned to the Injured List at the same classification at which he ended the prior season.
- G. Rehabilitation Assignments. For purposes of this Regulation, all players assigned to the Minor Leagues (including players on optional assignment or assigned outright off the 40-man roster) are considered Minor League players. Therefore, per MLR 6(g)(2), no Minor League player may be assigned on a rehabilitation assignment to AAA or AA. Please note that only one rehabilitation assignment is allowable per injury and players on a Rookie Club may not be sent on a rehabilitation assignment. All rehabilitation assignments must be entered in eBIS at the time of the assignment. Additionally, in the event that you have a Major League player participating in a Rehabilitation Assignment at a Minor League affiliate, please make sure to notify the appropriate Regional Supervisor in advance of the player's appearance in a game. Clubs can notify MLB in their individual Club Minor League transactions slack channel for these purposes.

Players on the Minor League 60-Day Injured List may not commence a rehabilitation assignment until 45 days of the championship season of the affiliate where the player was assigned at the time of placement to the Injured List have elapsed. For the avoidance of doubt, this includes days spent on the Minor League 7-Day Injured List if the player was transferred to the Minor League 60-Day Injured List. Players on the Minor League Full-Season Injured List are not permitted to commence a rehab assignment or participate in any intra-squad game activity.

In determining whether to approve a rehabilitation assignment, the Office of the Commissioner principally is concerned with maintaining the integrity of the Injured List placement and the roster flexibility that such placement provides. Absent compelling circumstances, the Commissioner's Office typically will not approve a rehabilitation

assignment in the event there has not been a meaningful period during which the player has been given sufficient time to recover from the injury that resulted in the Injured List placement. This "down" period typically has been three days for a non-pitcher and five days for a pitcher, including the date of placement on the Injured List. To clarify, day one of the "down" period begins on the day following the date of the player's injury that resulted in the Injured List placement, or the date of the player's Injured List placement, whichever is earlier. Should a Club want a player to go on a rehabilitation assignment before the completion of the 3- or 5-day period, prior approval must be received from the Commissioner's Office.

Should a player suffer a new injury or a reoccurrence of an existing injury during a 20- or 30-day rehabilitation assignment, the Club may return the player to the Injured List by entering a "Return from Rehab" transaction in eBIS. At that point, the player may qualify for an additional 20- or 30-day rehabilitation assignment following a 5-day (non-pitchers) or 7-day (pitchers) "down" period. Please notify the Office of the Commissioner should an additional rehabilitation assignment be required.

H. EMR Reporting. The Office of the Commissioner will strictly monitor all Minor League Injured List placements. All injuries for players at the Spring Training Complex must continue to be appropriately recorded in the EMR, regardless of whether the player is placed on an Injured List. Clubs that place healthy players on the Injured List, or that fail to appropriately record injuries in the EMR, shall be subject to discipline.

7-6 Minor League Development List & Transfers

A. Development List. Clubs may place healthy (not injured) Minor League players on the Minor League Development List for any non-disciplinary reason. Players optionally assigned may not be placed on the Development List. The Development List is an Inactive List, and the minimum period of inactivity for a player on the Development List shall be seven (7) days, except that a player may be reinstated early if: (1) a player on the Development List suffers an injury, and that player is required to be transferred to the Regular Injured List; or (2) the Club experiences a legitimate and unforeseen situation that requires the Development List player to be reinstated (e.g., replacing an injured player or a player promoted to the Major League roster). Players on the Development List that suffer an injury may not remain on the Development List and should be transferred to the Regular Injured List and for those players any inactive days on the Development List will count towards the minimum period of inactivity on the Regular Injured

- List. Players on the Development List also may be transferred to the Spring Training Complex, and any days spent on the Development List will count towards the required 7-day minimum for players transferred to the Spring Training Complex. Players placed on the Minor League Development List will count against the total Domestic Reserve List limits, but shall not count against any Active List limits.
- **B.** Transferred Players. Players may be transferred to and from all affiliates (including the Spring Training Complex). Once assigned to an affiliate, the player may not remain with or travel to any affiliate other than the assigned affiliate. Players transferred or assigned to an affiliate (including the Spring Training Complex), will count immediately against the assignee Club's Active List limits, if applicable, and must leave the original affiliate at the time of the transfer.
- C. Players Assigned from Major League Club. Major League Players may be optionally assigned or assigned outright to any affiliate consistent with the Major League Basic Agreement, except that players cannot be optionally assigned to the Spring Training Complex after September 1 unless all of the Club's Minor League affiliates have completed their seasons, including postseason (See MLR 7(f)). Players will count immediately against all player limits once they report to the assignee Club. A player cannot be assigned optionally to a Minor League Club at the Class High-A, Class Single-A, Spring Training Complex, or International Rookie classification if the assignee Club would exceed the length of service restrictions listed in MLR 7(c).
- **D. Spring Training Complex Transfers.** To prevent manipulation of the Active List limits, players transferred to the Spring Training Complex must remain at the Spring Training Complex for a minimum of seven (7) days from the date of the transfer, unless there has been an intervening change in circumstances at an affiliated Club, or the Major League Basic Agreement permits the player to be selected or assigned to the Club's Major League roster during that period.
- E. International Players Assigned to Domestic Reserve List. Once a player on the Reserve List of an affiliate that is located outside of the United States (Dominican Summer League) is transferred to a domestic Minor League affiliate (including the Club's Spring Training Complex), that player shall count immediately against the Club's Domestic Reserve List limit, and may not be returned to an affiliate outside of the United States without the prior approval of the Commissioner's Office and the Major League Baseball Players Association. Furthermore, all Minor League players who are in the United States or Canada at the direction of

their Club (except for short-term visits for non-baseball activities, such as physical examinations, rehabilitation, contract signings, promotional or educational activities, etc.) must be assigned to one of the Club's domestic rosters at all times.

F. Complex League. All players assigned to the Spring Training Complex may participate in game activity, provided players on any Inactive List may not participate in game activity without the prior approval of the Commissioner's Office.

G. DSL Medical Transfers

Any Minor League Player who is in the United States or Canada at the direction of their Club must be assigned to one of the Club's domestic rosters at all times (except for short-term visits for non-baseball activities, such as short-term medical care or rehabilitation). Further, any assignment of a Minor League player from a domestic roster to a Dominican Summer League ("DSL") roster must be approved by both the Office of the Commissioner and the Players Association. If your Club is contemplating such an assignment, please contact the Commissioner's Office.

Notwithstanding the forgoing, Minor League players assigned from the DSL to a domestic roster for the purposes of long-term medical care and/or rehabilitation may be reassigned to a DSL roster upon completion of their US-based medical care and/or rehabilitation without Players Association approval.

To qualify for this exception, the following conditions must be satisfied:

- 1. The DSL player must require long-term medical care and/or rehabilitation in the United States (e.g., rehabilitation from a significant medical or surgical procedure).
- 2. The Club must submit the player's name and medical circumstances to the Baseball Operations department for review and approval **prior to bringing the player to the United States**. If approved, the Commissioner's Office will notify the Players Association, and the Club will be permitted to transfer the player to a domestic roster in EBIS and direct the player to report to the United States for such medical care and/or rehabilitation.
- 3. **Prior to returning the player to the DSL,** the Club must provide the Baseball Operations Department notice when completion of the player's treatment, medical care, or rehabilitation is imminent. If

approved, the Commissioner's Office will subsequently notify the Players Association, and the Club will be permitted to transfer the player back to the DSL in EBIS and direct the player to report to the DSL.

At all times the player is in the United States and assigned to a domestic roster pursuant to this exception, the Club must provide the player such salary and benefits as required at the domestic level to which the player is assigned.

7-7 Minor League End of Season and Postseason Rosters

- A. Downward Assignments. Clubs may not assign players to lower classifications for the purpose of affecting the standings down the stretch or during the postseason. In order to protect the integrity of the postseason at lower levels, downward assignments will be permitted for player development purposes only. Any downward assignment contemplated on or after August 31 during the championship season and postseason requires the approval of the Commissioner's Office, which must be secured prior to the assignment. Absent unusual circumstances, downward assignments for any Minor League player who did not spend significant time during the regular season on an active roster at the level to which the Club is seeking to assign the player will be prohibited.
- **B.** End of Season DSL Transfers. During the last seven (7) days of the DSL championship season and during the DSL postseason, transfers between DSL affiliates must be submitted to the Commissioner's Office for approval, which must be secured prior to the transfer. Absent unusual circumstances, transfers between DSL affiliates during this time will only be approved to replace a player going on the Injured List.
- C. Postseason Rosters. Clubs must submit their postseason rosters for each affiliate participating in the postseason no later than 12:00pm ET on the first day of each respective postseason series by emailing minorleaguerosters@mlb.com. Following the submission of each roster, any change must be submitted for approval to the Commissioner's Office. Roster changes during a series are only permissible to replace a player being placed on an Injured List or due to an assignment from the Major League roster. Between each series, and prior to the postseason roster submission deadline, Clubs are permitted to make transactions, subject to the limitations on downward assignments set forth in Major League Regulation 7-7(A).

Players on an Inactive List (e.g., Injured or Temporarily Inactive) may be included on a postseason roster, provided such players count towards the number of players permitted on a roster, and are not eligible to participate in the postseason until reinstated to the Active List (following the completion of the minimum period of inactivity for the respective Inactive List that the player was initially assigned).

7-8 Minor League Free Agency

A. Minor League Free Agent Eligibility. In accordance with Major League Rule 9(c), at 5:00 PM Eastern Time on the fifth day following the day the last game of the World Series started, Minor League players in the last year of their Minor League Uniform Player Contracts ("UPC") shall become Minor League free agents, unless the player's Major or Minor League Club has remaining options to renew the contract. At that time, Clubs are prohibited from negotiating or otherwise discussing a possible Major or Minor League contract with a Minor League free agent until the Office of the Commissioner distributes the official list of potential minor league free agents. Such discussions would constitute a violation of Rule 9.

Consistent with Rule 9(c)(5), the Office of the Commissioner shall issue through eBIS a final list of all players who have become Minor League free agents. Once a player becomes a Minor League free agent, unless the player is currently on the Major League insurance plan, the player's health insurance coverage will terminate and the player will be offered COBRA benefits.

B. Successor Contracts. Pursuant to Rule 9(c)(2), a player shall not become a Minor League free agent if he has entered into a "successor contract" with the player's Major or Minor League Club, or has been placed on the Major League Reserve List, before the expiration of the player's UPC. Please note that no negotiations for a successor contract may take place *before* the completion of the Minor League player's championship season and playoffs, or *after* 5:00 PM Eastern Time on the fifth day following the day that the last game of the World Series had started. If no agreement is reached prior to that time, the player will be considered a Minor League free agent.

If a player is not available to execute a formal successor UPC, an unconditional letter of agreement signed by the player or the agent, or an exchange of e-mails with the player or the agent, which state in definite terms the length and terms of the successor contract, is required. Such documentation must be submitted by e-mail to the Commissioner's Office prior to the deadline. When a formal UPC is executed, using the date the terms were agreed upon, please upload the UPC to eBIS for approval by the Commissioner's Office. All successor contracts must indicate the term of the contract in the appropriate contract terms section on Addendum A of the UPC.

Within 24 hours of reaching agreement on a successor contract, please enter the contract terms, including duration, into eBIS and notify the Commissioner's Office, so that the player may be removed from the potential pool of eligible free agents as soon as possible. Please note that no contract will be approved if the signing date is past the deadline.

C. List of Eligible Players & Club Notice Requirement. Major League Rule 9(c)(3) requires the Office of the Commissioner to prepare and circulate by August 1 a list of all players (on both Major and Minor League Reserve Lists) whose Minor League Uniform Player Contracts are scheduled to expire following the season. A current list of potential Minor League free agents is available through eBIS under the "Reports" menu. To access the list, select the "Potential Minor League Free Agents" report. You may then select your organization and run the report.

Please carefully review the list of players in your organization who are on the "Potential Minor League Free Agents" report as soon as possible after August 1 and contact the Commissioner's Office as soon as possible if you think any player is missing from the report or if you think any player is on the report who should not be. It is the responsibility of each Club to verify the accuracy of the players listed (or not listed) on the report.

The list of potential Minor League free agents contains three groups of players, including (1) players currently on a 26-man active roster, (2) players currently on a 40-man roster who are on optional assignment, and (3) non-40 man Minor League players who will become free agents at 5:00 PM on the fifth day after the day that the last game of the World Series had started. The 26- or 40-man roster players on the list would only become Minor League free agents in the event they are assigned outright prior to that time.

In accordance with MLR 9(c)(3), each Club must promptly notify its potential Minor League free agents who are not currently on a 40-man roster that they may be eligible to become Minor League free agents on the fifth day following the day that the last game of the World Series had started. A standard form letter is attached to these Regulations as Addendum A-11.

Clubs must provide the letter only to players who are not on the 40-man roster and who are eligible to become Minor League free agents at 5:00 PM on the fifth day following the day that the last game of the World Series had started. The letter also must be sent promptly to any players who subsequently are assigned outright off of the 40-man roster, unless such players are returned to the Club's 40-man roster, or re-signed to a "successor contract" as described more fully above.

7-9 Clubhouse Dues

Players shall not be required to pay dues for services rendered by clubhouse employees any time of the year, at any level. This includes, but is not limited to, spring training, extended spring training, PDL leagues, Arizona and Florida Complex Leagues, Dominican Summer League, Arizona Fall League, instructional leagues, and other offseason camps or programs. Clubhouse employees are prohibited from soliciting contributions or consideration (in any form) from Minor League players.

7-10 Minor League Data Sharing

Clubs and their vendors are obligated to provide Minor League tracking data to the Commissioner's Office, upon request. Such tracking data shall be used for internal purposes only (e.g., assessment of umpire performance, evaluation of on-field rule changes, etc.). In receiving this data, the Commissioner's Office does not acquire rights to publish or redistribute the data in any form unless granted separately.

8. MINOR LEAGUE UNIFORM PLAYER CONTRACT ("UPC") — For additional information regarding Minor League Uniform Player Contracts, please refer to the Minor League Basic Agreement.

8-1 Pre-Draft Agreements

Clubs may not enter into any agreements or understandings with potential draft selections or their advisors prior to the draft, including, by way of example, written agreements or confirmation of financial terms. If such agreements are entered into, they will be unenforceable, and the Club that entered the agreement may be subject to discipline.

Clubs may discuss with a potential draft selection or his advisor the player's signability, but a potential draft selection or his advisor cannot be compelled to provide signability information. For example, a Club may ask a player or his advisor what level signing bonus the player seeks. A Club may also ask a player or his advisor whether the player would accept a particular signing bonus (whether it be the Signing Bonus Value or a higher or lower bonus than the Signing Bonus Value) if the Club selected the player in a particular round. Clubs shall not press a player or advisor for a binding commitment or understanding (which neither party may enter into prior to the draft), or inform that player or his advisor that the Club will not draft the player without a commitment. For example, the following is a non-exhaustive list of permissible inquiries which a Club may make prior to the draft:

• What signing bonus would the player be willing to accept?

- If we draft the player in the second round, and offer him the Signing Bonus Value, is the player signable at that number?
- We value the player at \$2.5 million. Is the player signable at that number?

Similarly, the following is a non-exhaustive list of impermissible statements for a Club to make to a player or his advisor prior to the draft:

- If you say 'no' to the Signing Bonus Value, we will not select you.
- We are going to draft you and offer you \$900,000. Yes or no? If you say no, or if you hesitate, we are going to move on to another player.
- We're offering this to three players, and whichever player says 'yes' first will be selected.

Finally, potential draft selections or their advisors may not demand that the Club enter into an agreement or understanding with the player prior to the Draft. The following is a non-exhaustive list of impermissible statements for a potential draft selection or his advisor to make to the Club prior to the draft:

- We have a deal with a Club selecting after you in the draft, so don't select the player.
- You must commit now to paying the player a \$1 million signing bonus or we will make a deal with another Club.
- The player will not sign with your Club after the draft unless we work out an agreement now.

As a reminder, no Club may contact a player's advisor directly unless the player first has expressly granted the Club permission to do so.

No Club may communicate with another Club about its intentions or plans for the Draft, including prospective draftees or signing bonuses to be paid, and no potential draft selection or his advisor may communicate with other potential draft selections or their advisors regarding signing bonus demands. No Club should represent to a potential draftee or his representative that the Club knows the Draft plans of another Club, and no player or player's advisor should represent to the Club that it knows the Draft plans of another Club.

8-2 Minor League Contract Signing Procedures

A. International Signing Issues.

1. Clubs may not sign drafted players to the DSL. Any Club considering signing a passed-over-player to the DSL should reach out to the Baseball Operations Department to determine permissibility prior to the signing of such passed-over-player.

2. All first-year international players are subject to age and identity investigations prior to contract approval. Under the Minor League Basic Agreement, the Commissioner's Office is required to provide the Players Association with a written explanation if a Minor League UPC for a player assigned to a domestic roster is not approved within 20 days of receipt of the UPC (30 days for UPCs received between February 15 and April 15). Ten days following such notice, the Commissioner's Office must either approve or disapprove the UPC. Given the time required to complete age and identity investigations, Clubs are encouraged to, wherever possible, complete an age and identity investigation prior to signing a first-year international player to a domestic roster.

Clubs cannot require a player to be present or to perform services in the United States or Canada until an age and identity investigation is completed, the player's UPC is approved and the player obtains an appropriate work visa. If your Club is considering signing a first-year international player to a domestic roster, and that player may not have a completed age and identity investigation at the time of signing, please contact a member of the Baseball Operations Department to discuss.

- **B. Domestic Minor League Players.** Any player that is required to sign a Domestic Minor League UPC including, *e.g.*, free agents signed to a domestic affiliate or players without years remaining on their previous Minor League UPC that are assigned to the Minor Leagues from the Major Leagues must sign the Domestic Minor League UPC provided for in the Minor League Basic Agreement, which will be generated automatically in EBIS.
- C. Dominican Summer League ("DSL") Players. Any player signed to the DSL will sign the DSL Minor League UPC, which will be generated automatically in EBIS. Upon a transfer to a domestic affiliate, Addendum A, B, H, and the Life Insurance Notice and Consent Form of such player's DSL UPC shall continue to remain in full force and effect following the player's assignment to a domestic minor league or level, and need not be provided again to the player upon transfer to a domestic affiliate. Clubs shall provide such players with copies of the Domestic Minor League UPC, a revised Addendum C that reflects the salary that the player will receive while assigned to a domestic affiliate, Addendum F and Addendum G for the player's signature. This document can be generated in EBIS and a copy should be uploaded in the player's contract history.

8-3 Approval

A player's UPC must be approved by the Commissioner's Office before the player may appear in a game. If, in exceptional circumstances, a Club wishes to have a player participate in a game before the contract is approved, the player may participate, provided that:

- **A.** The player is not an international player whose age and/or identity investigation has not yet been completed;
- **B.** The player's UPC properly has been submitted to the Commissioner's Office prior to the start of a game;
- **C.** The Club explains why it wishes the player to participate in that day's game and the Commissioner's Office approves;
- **D.** The salary amounts, and any other applicable compensation amounts (i.e., guaranteed payments, housing, Major League term salary and/or bonuses), adhere to the limitations set forth in the Minor League Basic Agreement.
- **E.** Unless previously approved by the Commissioner's Office, all language contained in the player's UPC must have been reviewed by the Commissioner's Office; and
- **F.** In the event the player is a passed-over player, the player's UPC has been reviewed by the Commissioner's Office to determine the player's eligibility to sign a UPC.

Notwithstanding the approval process or when a UPC is recognized, to ensure that the player is appropriately eligible to receive Minor League health insurance, the date of the agreement of terms of a UPC is the date the player should use to execute that contract, even if the UPC is physically signed by the player after that date. Players recently assigned to the Minor Leagues who do not have an existing Minor League UPC are subject to these requirements.

8-4 Minor League Contract Terms

The Minor League Basic Agreement sets forth the permissible compensation terms and special covenants for all Minor League Uniform Player Contracts. The Commissioner's Office will not approve a Minor League UPC that violates the Minor League Basic Agreement, Major League Rule 3, or the provisions set forth in this Regulation. As set forth in greater detail in those documents and in this Regulation, no Club or player may enter into any term or special covenant that is intended to, or could have the effect of, circumventing the reserve system contained in the Major League Basic

Agreement or any reserve or roster limits set forth in the Minor League Basic Agreement, the Major League Basic Agreement or the Major League Rules, or that is designed to frustrate the waiver claim process set forth in the Major League Rules.

Consistent with the Minor League Basic Agreement, the Commissioner's Office will scrutinize the terms of Minor League UPCs that are submitted for approval. As a reminder, all terms of a Minor League UPC must be included in Addendum B of the UPC. Any agreement between the Club and player that is not included in Addendum B of the UPC will be prohibited, and the offending Club may be subject to discipline.

As such, advertising a player's availability (via email or any other means) to other Clubs referencing terms of a release or any assignment clause that is not contained in that player's Minor League UPC is not permitted, and the referenced terms are unenforceable. In addition, the Club advertising such a player will be investigated to determine if a violation of MLR 3(f)(Contracts In Violation) occurred.

A. 40-Man Roster Limits. The Minor League Basic Agreement sets forth the compensation terms and special covenants that may be included in a non-first-year Minor League Uniform Player Contract. Any contract that contains a special covenant or provision that is prohibited by the Minor League Basic Agreement will not be approved by the Office of the Commissioner.

As set forth above, Clubs and players are prohibited from entering into any term or special covenant that is intended to or could have the effect of, circumventing the reserve system contained in the Major League Basic Agreement or any reserve or roster limits set forth in the Minor League Basic Agreement, the Major League Basic Agreement or the Major League Rules, or that is designed to frustrate the waiver claim process set forth in the Major League Rules.

In order to determine whether a Minor League UPC violates the foregoing, the Office of the Commissioner will consider the totality of the circumstances on a case-by-case basis. The Office of the Commissioner will also consider the following factors:

- a. Whether a Minor League UPC grants some or all of the benefits that are granted to 40-man roster players pursuant to the terms of the Basic Agreement;
 - b. Whether the Minor League UPC contains buy-out provisions;
- c. Whether the Minor League UPC includes salary rates or special covenants that are not permitted pursuant to the Minor League Basic Agreement;

- d. The number of players the Club already has reserved at the Major League level;
 - e. The prior experience of the player;
- f. Whether the Minor League UPC contains any agreement that includes a Release or Assignment Clause prior to March 15; and
- g. Whether the term of Major League provisions contained in the Minor League UPC exceeds the term of the Minor League UPC (including option years).

The presence of any one of these factors, alone or in combination with others, may cause the Commissioner's Office to disapprove a Minor League UPC.

If the Commissioner's Office determines that a Minor League UPC violates this Regulation, the Minor League UPC will be disapproved and the Club submitting the contract will be required to:

- (1) submit the terms as part of a Major League contract;
- (2) renegotiate the terms of the Minor League UPC so that it does not circumvent the 40-man Major League Reserve List limit; or
 - (3) forego signing the player.

Furthermore, supplemental or side agreements to select Minor League players to the Major League roster are a violation of the Major League Rules. Additionally, selections to the Major League roster prior to March 15, or Major League IL placements of players who are hurt prior to selections during Spring Training, are strong circumstantial evidence of an impermissible effort to circumvent the Major League Rules and may subject Clubs to discipline absent evidence supporting an appropriate roster move.

B. Permissible Special Covenants. For the avoidance of doubt, the only additional terms or special covenants that may be included in a Player's first Minor League UPC shall be as set forth in Major League Rule 3(c)(5). For any player who is signing a Non-First-Year Contract (*i.e.*, a player who has previously signed a Major or Minor League contract or who qualifies as a "Foreign Professional" as defined in Rule 3(a)(1)(C)), the terms and permissible special covenants shall be as set forth in the Minor League Basic Agreement.

Only language that has been approved by the Commissioner's Office may be included in a Minor League UPC as a special covenant. In the event your Club is considering a deviation from the standard language contained in EBIS, please contact the Commissioner's Office.

- C. Minor League Contracts with Major League Terms. It is not uncommon, especially for players who have previous Major League service, to include within a Minor League UPC terms that would apply to Major League service if the player is subsequently promoted to the Club's Major League roster. To avoid any confusion over which terms apply to Minor League service and which terms apply to Major League service, within Addendum B of the Minor League UPC, Clubs should list first all terms that apply to Minor League service under the "Minor League Terms" section, followed by the terms that would apply to Major League service if the player were to be promoted to the Major League roster under the "Major League Terms" section.
- **D. Minor League Salary Rates.** All domestic Minor League Players playing under their first Minor League UPC shall be paid according to the fixed salary scale pursuant to the Minor League Basic Agreement, for service during the Minor League championship season, unless a different salary is required by the Major League Basic Agreement (*i.e.*, Outrighted players covered under Attachment 43 of the Major League Basic Agreement or players covered under an existing Major League UPC). For the avoidance of doubt, players who were previously outrighted and are playing under their first Minor League UPC, but are not covered by Attachment 43 or an existing Major League UPC, are also paid at the fixed salary scale. All players signed to a first-year Minor League Player Contract who are assigned to an International Rookie Reserve List shall be paid at a rate that is in accordance with the past practice of the Club.
- **E. Housing Policy & Minor League Contracts.** Players with an existing Major League UPC (e.g., optioned players, outrighted players, etc.) and Minor League players earning a weekly salary of \$4,666.67 or more are ineligible for free Club-provided housing during the season under the Minor League Basic Agreement; provided, however, that Minor League players may negotiate for free (or subsidized) housing as a special covenant to a Non-First-Year Contract so long as the value of such housing does not increase the players' total compensation (including salary) above the Minor League limit of \$8,400 per week.

Clubs may choose, on a purely voluntary basis, to make available to players ineligible for free housing any vacant housing units in the Club's possession or control on the condition that the Club charges (and collects) rent from those players in an amount commensurate with the fair market value of the relevant unit(s) (i.e., the players must pay the Club a rental amount that is in line with what a similar unit in that area would rent for in an arm's length transaction). In such circumstances, Clubs are

permitted to collect players' rent via payroll deduction only where the relevant player has signed an authorization stating with specificity the expense for which the deduction is authorized.

- F. Addendum C and Minor League Salary Guidelines. All Minor League Players assigned to a domestic affiliate playing under their first Minor League UPC shall be paid according to the fixed salary scale for service during the Minor League championship season contained in the Minor League Basic Agreement, and accordingly do not need to be tendered or sign Addendum Cs for each successive season of that contract. The following players must sign an Addendum C during the year prior to participating in a championship season game:
 - 1. Minor League Players on a Minor League UPC assigned to the DSL who do not have a Minor League salary rate listed for the current championship season;
 - 2. Minor League Players on a non-first-year Minor League UPC that does not have a Minor League salary rate listed for the current championship season; and
 - 3. Players who are assigned outright who must be provided a different salary rate than is otherwise set forth in his Minor League Contract under the Basic Agreement (*i.e.*, players covered by Attachment 43 of the Major League Basic Agreement).

Please be aware that players assigned to the Minor Leagues (either by option or outright) may require a new Minor League UPC following the assignment if the player does not have any years remaining on an existing Minor League UPC. Players without an existing Minor League UPC should be given one at the time of the player's assignment to the Minor Leagues.

Outrighted Players Covered by Attachment 43

- 1. Minor League Salary Tender for Outrighted Players with Major League Service. In accordance with Attachment 43 to the Major League Basic Agreement, please be advised that a player with at least one day of Major League Service, whose contract is assigned outright any time after Labor Day, and is tendered a Salary Addendum pursuant to the Major League Rules, must be tendered at a salary rate that is the greater of:
 - a. 80% of the salary rate set out in the player's most recently executed addendum; or
 - b. 80% of the minimum salary for Minor League service for the previous season contained in the Major League Basic Agreement (*i.e.*, for 2025, tender equal to a weekly salary rate of \$3,794 if assigned to AAA)

In the event the Club tenders a Minor League salary at 80% of the minimum salary for Minor League service under the Major League Basic Agreement, the Club should provide for an annual salary rate in 2025 of \$96,480 (*i.e.*, \$120,600 x 80%) and should note that in the comment section of the player's addendum.

- 2. Minor League Salary Tender for Outrighted Players with a Full Year of Service in the prior championship season. Attachment 43 was modified as part of the 2022-2026 Major League Collective Bargaining Agreement to provide that a player who was outrighted after Labor Day after accruing a full year of Major League Service in the most recently completed championship season must be tendered at a rate that is no less than 80% of the minor league salary rate in the player's Major League UPC for the most recently completed championship season.
- G. Minor League Assignment Clause Timing. As a general practice, and subject to the specific language in a player's Minor League UPC, for a Release or an Assignment Clause contained in a player's Minor League Uniform Player Contract that call for a player's addition to the assignor Club's 40-Man or 26-Man roster by a certain timeframe, the player needs to be added to the Major League roster (including any necessary corresponding transactions) prior to the conclusion of that timeframe in order to satisfy the clause. As a reminder, Clubs are not permitted to select a player to the Major League roster during a game and should plan accordingly as it relates to Assignment and Release Clause timing. If a player is assigned to another Club pursuant to an Assignment Clause that calls for an assignment to another Club's 40-Man or 26-Man roster, that player has 72-hours to report to the assignee Club. Once the player reports, or within 72-hours, whichever is earlier, the assignee Club is required to add the player to the Major League roster (including any necessary corresponding transactions).

H. Minor League Form Submission

Below is a non-exhaustive listing of where certain notable forms and paperwork related to Minor League transactions and contracts should be submitted. Please reach out to the Baseball Operations Department if you have any questions.

Minor League Contract—Submit signed copy in EBIS

Minor League Term Sheet—When appropriate, submit via email to MinorLeagueContracts@mlb.com

Assignment Agreement—Submit signed copy in EBIS

Cash Considerations Proof of Payment—Submit in EBIS

8-5 Payroll Guidelines

In order to promote consistent treatment across Clubs, and to assist with the preparation of uniform LRD and FIQ payrolls, we suggest that Clubs observe the following practices when it comes to calculating salary for players on Major League "split" contracts (*i.e.*, contracts with a separate Minor League rate or rates of pay).

A. Minor League Compensation on Major League Contracts

In "split contracts" Clubs are required to state the player's Minor League rate(s) of pay in terms of an annual salary.

B. Rates of Pay on Day of Option or Recall

We have also discovered that Clubs are not consistent with respect to how they pay a player who is being optioned to or recalled from the Minor Leagues. Some Clubs have paid the player at the Major League level on both days, some have paid the Major League rate on the day of option but not the day of recall, and still others have paid according to the game (if any) the player played in on the day of recall/option.

To establish a more uniform policy across Clubs, we believe that the best interpretation of the UPC is that the player is paid at the Major League rate for those days that he is providing services at the Major League level and at the Minor League rate for those days that he is on option to a Minor League affiliate.

C. Payments to Players

All payments made to players in conjunction with players' performance must be paid in U.S. Dollars unless agreed to otherwise and included in the terms of an approved Major League Uniform Player Contract.

D. Minor League Payroll Utility

In order to accurately record payment amounts for each Minor League player throughout the year (including offseason), each Club is required to utilize the EBIS Minor League Payroll Utility (*MN Payroll*) to record rates of pay for each offseason period during the year. During the season, EBIS will automatically update compensation amounts based on approved transactions. Throughout the year, Clubs must ensure that the Minor League Payroll Utility is accurate and updated on at least a monthly basis.

Players who are on outright assignment under an existing Major League Uniform Player's Contract ("UPC") are not entitled to offseason salary under the Minor League Basic Agreement during the Fall Training Period, Dead Period, Winter Training Period or Spring Training. For example, a

player whose Major League UPC was assigned outright during the championship season shall not be entitled for offseason salary for the Fall Training period, as prior to the Tender Deadline the player's Major League UPC is still in effect. Following the Tender Deadline, however, players who do not have a Major League UPC covering the following season but who are covered under a Minor League contract for the following championship season are entitled to receive the weekly Winter Training Period and/or Spring Training salary, consistent with the guidelines set forth above. Similarly, a player who is tendered a Major League UPC at the Tender Deadline and thereafter is outrighted is not eligible for offseason salary following the outright.

8-6 Terminating Minor League UPC Pursuant to Paragraph 15(b)

A. Procedures. A Club may invoke Paragraph 15(b) (previously XVII(B)) to terminate a Minor League UPC on the basis of a player's pre-existing injury or physical defect so long as the player had signed the UPC as a free agent (regardless of whether the player had previously signed a Major or Minor League contract) and the player was not able to undergo a complete physical examination in the United States or Canada prior to signing the contract. Because Clubs may not be able to void a domestic Minor League UPC (including player's selected in the Rule 4 Draft) based on a failed physical examination conducted after the player signs the UPC absent extenuating circumstances, we continue to strongly recommend that all players complete comprehensive examinations at the direction of the Club prior to signing Minor League UPCs. If you believe you have a player that is unable to complete a physical in the United States or Canada prior to signing, including a player selected in the Rule 4 Draft, we encourage you to reach out to the Baseball Operations or Labor Relations Department to discuss the circumstances.

In the event a Club desires to terminate the UPC pursuant to Paragraph 15(b), the Club must first make an application to the Commissioner's Office. The Office of the Commissioner will grant a Club's request to terminate the UPC under Paragraph 15(b) only if the following conditions are met:

- (1) Within 90 days after the player signs the UPC the player must have undergone a complete physical, psychiatric, psychological and/or dental exam, as the case may be;
- (2) The notification to the Commissioner's Office must be within 105 days subsequent to the date the player signed the UPC;

- (3) The Club must submit a letter that requests that the Commissioner's Office terminate the player's UPC and that provides a written description of the nature of the injury; and
- (4) The Club must submit a letter from the examining physician and/or dentist that describes the physical and/or dental defect and states, verbatim, that the "defect or injury would or might substantially impair player's ability to play professional baseball and was present at the time of execution of this player's UPC."

Should any of the required information be absent, the Commissioner's Office will return the entire package to the Club's attention for re-processing. If all of the above conditions are met, the Office of the Commissioner will grant the Club's request and send a letter to the requesting Club, confirming the Club's decision to terminate the UPC pursuant to Paragraph 15(b). The Commissioner's Office also will send a memorandum to all Major League Clubs advising them of the action taken and notifying them of the player's free agency. Please note that the player may challenge the termination pursuant to the grievance procedure set forth in the Minor League Basic Agreement.

- **B.** No Evaluation of Medical Conclusions. The Commissioner's Office will not undertake to investigate or evaluate any medical conclusions a Club physician or dentist may make. The role of the Commissioner's Office at the time of a Club's request for termination is limited to ensuring that proper procedures are followed to effectuate a Paragraph 15(b) termination. If a termination request is granted, no party should infer that the Commissioner's Office has made any judgment of its own about the player's medical condition.
- C. Effect of Termination Pursuant to Paragraph 15(b). The UPC provides that upon termination, the player is obligated to repay any bonus, benefits or other compensation provided in the UPC (including any special covenants).
- **D.** Workers' Compensation & Caveat Emptor. Please note that terminating a UPC pursuant to Paragraph 15(b) will not necessarily free the Club of workers' compensation obligations. Although Paragraph 15(b) provides that a Club has 90 days to perform a physical examination, the physical should be given as soon as the Club believes a pre-existing injury may exist. Clubs should keep a player off the field and from performing any physical activity before the results of the physical exam are known. Doing so may put the Club in a better position if the Club contests a workers' compensation claim made by the player.

Terminating a UPC pursuant to Paragraph 15(b) also will not necessarily free the Club of obligations under the caveat emptor rule, including the

assumption of all prospective medical costs relating to injuries sustained while with prior Clubs and workers' compensation cumulative trauma claims.

- **E. Waiver of Club Rights Under Paragraph 15(b).** In addition to the fact that Paragraph 15(b) of the Minor League UPC only applies to drafted players in limited circumstances, the Major League Rules provide that a Club waives its rights under Paragraph 15(b) of the Minor League UPC if a drafted player submits to and passes a Club's pre-signing physical examination that is completed prior to the Signing Deadline and prior to the submission of terms to the Commissioner's Office. Specifically, Major League Rule 4(j)(4)(A) provides that a Club shall waive its rights under Paragraph 15(b) when signing drafted players if one of the following conditions is met:
 - (1) The drafted player submits to a complete physical examination conducted by the Club before an agreement is reached on the terms of a Minor League contract; or
 - (2) The player and the Club reach a tentative agreement on a Minor League contract that is contingent on the Player passing a physical examination conducted by the Club, and the Player passes that physical examination (including the reporting of all test results) prior to the applicable deadline for submitting terms of an agreement to the Commissioner's Office.

The Office of the Commissioner strongly recommends that all Clubs conduct a physical examination on a drafted player before finalizing and submitting terms. If the player submits to such a physical examination, Clubs are advised not to execute the Paragraph 15(b) Physical Examination Letter that some agents have historically demanded, because this Rule makes that letter moot.

8-7 Minor League Player Spring Training Pay and Benefits

I. Minor League Player Salary & Benefits During Spring Training

During Spring Training, the salary and benefits owed to Minor League Players (including eligibility for Spring Training Complex housing) are determined by whether the Player is assigned to Major or Minor League Spring Training and the amount of credited Major League service (if any) the Player has accrued in his career.

A. Players Assigned to Minor League Spring Training

Minor League Players assigned to Minor League Spring Training are entitled to the weekly salary rate set forth in Article VII(B) of the Minor League Basic Agreement when the Players are present in Minor League

Camp. In addition to salary, Minor League Players in Minor League Camp are entitled to Spring Training Complex housing and two meals per day; provided, however, that a Player in Minor League Camp must receive the daily allowance set forth in Article VII(C)(2) of the Major League Basic Agreement in addition to his salary on any day(s) he is in uniform for a Major League Spring Training game. Clubs are otherwise prohibited from providing any Major League allowances or per diem to any players in Minor League Camp (including Optioned and Outrighted Players).

B. Players Invited to Major League Spring Training

Article VII(C)(3) of the Major League Basic Agreement sets forth the circumstances under which non-40-man roster players (i.e., Minor League Players and Outrighted Players) assigned to Major League Camp must receive certain Major League Spring Training allowances. Specifically, under Article VII(C)(3), non-40-man roster players assigned to Major League Spring Training who have career Major League service at or above the "Super Two" threshold for the most recently completed season must receive the allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement (but cannot receive the \$40 daily allowance set forth in Article VII(C)(4)), and cannot receive salary or be provided with Spring Training Complex housing while assigned to Major League Camp. Non-40-man roster players with career Major League service below the Super Two threshold for the most recently completed season are not Spring anv Major League **Training** Notwithstanding the foregoing, Clubs with a past practice of providing Major League Spring Training allowances to Minor League Players assigned to Major League Spring Training (irrespective of their career Major League service totals) may, in their discretion, provide such Players with the Spring Training allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement (but *not* the \$40 daily allowance set forth in Article VII(C)(4)).

Minor League Players with career Major League service below the Super Two threshold for the most recently completed season who are assigned to Major League Spring Training and receive the Major League Spring Training Allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement *cannot* be paid their Minor League salaries or provided with Spring Training Complex housing during any time the Players receive Article VII(C)(1) and (2) allowances. On the other hand, Minor League Players with career Major League service below the Super Two threshold for the most recently completed season who are invited to Major League Spring Training and *do not* receive the Major

League Spring Training allowances in Article VII(C)(1) and (2) must be paid the weekly salary rate set forth in Article VII(B) of the Minor League Basic Agreement and provided with Spring Training Complex housing and two meals daily.

Finally, Minor League Players with Non-First-Year Contracts that contain the standard Major League Spring Training invitation *must* receive the Major League Spring Training allowances contained in Article VII(C)(1), (2), *and* (4) of the Major League Basic Agreement during any time when such Players are assigned to Major League Camp, but *cannot* be paid their Minor League salaries or provided with Spring Training Complex housing during such time.

II. Optioned & Outrighted Player Benefits

Players signed to Major League Uniform Player's Contracts, including but not limited to Optioned and Outrighted Players, are not entitled to salary during Spring Training. Instead, Optioned and Outrighted Players are entitled to the allowances and benefits set forth below.

A. Optioned Player Allowances and Benefits

Optioned Players assigned to Minor League Spring Training must receive Spring Training Complex housing and two meals per day (or the daily allowance in Article VII(C)(2) of the Major League Basic Agreement on any day(s) in which Optioned Players assigned to Minor League Camp are in uniform for Major League Spring Training games). Optioned Players *cannot* receive salary, Major League Spring Training allowances (except as set forth in the preceding sentence), or per diem while assigned to Minor League Spring Training.

B. Outrighted Player Allowances and Benefits

Outrighted Players assigned to Major League Spring Training who have career Major League service at or above the Super Two threshold for the most recently completed season *must* receive the allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement (but *cannot* receive the \$40 daily allowance set forth in Article VII(C)(4)) and cannot receive salary or be provided Spring Training Complex housing while assigned to Major League Camp. In addition, Clubs with a past practice of providing Major League Spring Training allowances to Outrighted Players assigned to Major League Camp (irrespective of their career Major League service totals) may, in their discretion, provide Outrighted Players with the Spring Training allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement (but *not* the \$40 daily allowance set forth in Article VII(C)(4)). That said, an Outrighted Player who receives the Major League Spring Training

Allowances set forth in Article VII(C)(1) and (2) of the Major League Basic Agreement *cannot* receive salary or be provided with Spring Training Complex housing during such time.

Outrighted Players assigned to Minor League Spring Training are entitled to Spring Training Complex housing and two meals per day (or the daily allowance in Article VII(C)(2) of the Major League Basic Agreement on any day(s) in which Outrighted Players assigned to Minor League Camp are in uniform for Major League Spring Training games). Outrighted Players cannot receive salary, Major League Spring Training allowances (except as set forth in the preceding sentence), or per diem while assigned to Minor League Spring Training.

9. PLAYER ACQUISITION PROCEDURES & PROTOCOLS

SHOULD **CAREFULLY** CLUBS REVIEW ANY ADDITIONAL **PUBLISHED OFFICE** GUIDANCE BY THE OF THE COMMISSIONER, AS SUCH GUIDANCE AND UPDATES MAY SUPPLEMENT OR AMEND THE BELOW.

9-1 International Player Registration

A. Level 1 International Player Registration. Any international player born on or after September 1, 1995 must be "Level 1" registered with the Office of the Commissioner by the November 1 preceding the signing period in order to be eligible to sign a contract during the signing period (for example, by November 1 of 2025 in order to be able to sign between January 15, 2026 and December 15, 2026). If you have any questions on this requirement, or the Level 1 and Level 2 registration processes in general, please contact the Commissioner's Office.

Although the Commissioner's Office will Level 1 register certain players, Clubs are expected to directly Level 1 register players whom they are interested in signing; provided that Clubs should abide by the exceptions and applicable Protocol Agreements as set forth in Regulations 9-1(B) and 9-3.

B. Players from Countries Covered by Protocol Agreements. Clubs must adhere to existing protocols when registering players in Asia, i.e., conducting status checks and receiving approval before contacting players to obtain information necessary for registration. This includes participants in Office of the Commissioner events in Asia, as the Office of the Commissioner does not register players who require status checks. Please refer to Regulation 9-3 for further information regarding the Protocol Agreements.

The Office of the Commissioner will coordinate for the Level 1 registration of Cuban and Mexican players who are eligible to sign, except that MLB Clubs are responsible for registering Mexican players not reserved to Mexican League Clubs in accordance with all applicable registration policies and deadlines.

C. Level 2 International Player Registration. Each year, the Office of the Commissioner conducts pre-contract age and identity investigations and drug testing on 150 top international amateur prospects, a process known as "Level 2" registration. The Office of the Commissioner will allow each Club to submit a number of names for confidential selections, after which point the Office of the Commissioner will make additional public selections until there are 150 selected prospects that are publicly "Level 2" registered.

We strongly recommend that you request age/ID investigation and drug testing results for Level 2 registration selections submitted by your Club or the Office of the Commissioner.

9-2 International Contracts

A. Investigation and Contract Histories. If your Club is considering signing a player, you first should review the player's history in eBIS to see any transaction, contract, and investigation details. If an investigation history exists, it can be found under the player's "Contracts and Inv" page in eBIS. Please be advised that if you sign a player with an accessible investigation or contract history, you are assumed to have signed the player with knowledge of such history. Regardless of whether you checked the player's investigation history, you will not be permitted to withdraw a contract based on an "undetermined" investigation result that was accessible to your Club prior to agreement to terms with the player. If you have any questions regarding a prior "undetermined" result, or the contract/investigation process in general, please contact the Office of the Commissioner.

In the event that Clubs or Club personnel identify evidence or information suggesting that an amateur player's claimed identity or date of birth may be false, they must disclose such evidence to the Commissioner's Office. For example, Clubs must report evidence of any institutional records (birth, hospital, school, vaccination, etc.) or interviews inconsistent with the player's reported identity (including name and family relationships) or date of birth at the time of such discovery.

Consistent with Major League Baseball's Disclosure Policy, such information must be reported to either: (1) the Major League Club's most senior Baseball Operations official, who must immediately report the information to the Office of the Commissioner; or (2) directly to the Office

of the Commissioner. Covered Individuals may contact Rebecca Seesel ((202) 277-9686) or Moira Weinberg ((917) 361-8309) of the Commissioner's Office to report the information or seek guidance about whether information should be reported. Failure to disclose this information may lead to individual and Club penalties. *See also* Major League Baseball's Disclosure Policy.

B. Submission of Contract Terms and Documents. Major League Rule 3(e)(1) requires the terms of any agreement between a Club and a player to be reported to the Commissioner's Office within 24 hours of the time the agreement is reached. Failure to submit terms within 24 hours may result in penalties. Although we appreciate that this may require expedited communication with scouts in various countries, the failure to coordinate such efforts to comply with the 24-hour time limit will not be considered a mitigating factor in the imposition of any such penalties.

Rule 3(e)(2) provides that "[t]he validity of any contract, arrangement or arrangement for service between a Major or Minor League Club and a player not on its Reserve List(s) will not be recognized unless written proof thereof is submitted to the Commissioner or the Commissioner's designee within 20 days after such agreement is made." The Office of the Commissioner considers the age and identity investigation documents (e.g., a birth certificate, investigation consent form, and parental documents) that are required for international players to be part of the written proof that the Club must submit within 20 days of the agreement.

- **C. Playing Without an Approved Contract.** No International Player will be permitted to play in a Minor League, including, without limitation, the Dominican Summer League, without an approved Minor League Uniform Player Contract. If a player participates in a game without an approved contract, any win would be forfeited by his team, and the Office of the Commissioner may levy further sanctions.
- **D.** Signing Players with Multiple Reported Dates of Birth. If an international amateur player provides information or documentation (regarding, e.g., his date of birth) to a Major or Minor League Club or the Office of the Commissioner, during the registration process or otherwise, and that information makes him ineligible to sign during the current signing period, no Club may sign that player to a contract. By way of example, if the date of birth provided to a Club or the Commissioner's Office during the scouting or signing processes makes the player first eligible to sign a contract pursuant to the Major League Rules or the Major League Basic Agreement during the 2026 signing period, that player is ineligible to sign a contract during the 2025 signing period, unless the Office of the Commissioner notifies all Clubs of the player's eligibility.

E. Residency. Clubs should contact the Commissioner's Office to confirm that a player who has spent time in multiple countries is eligible to sign as an International Amateur Player before agreeing to terms. Enrollment in the International Prospect Link and appearance on the All Registered Players List should not be considered a confirmation of a player's International Amateur status. Clubs should review the May 6, 2024, memorandum (Circumvention of Amateur Talent Systems) and the July 8, 2024, memorandum (Determinations of Residency Under Amateur Talent Systems) from John D'Angelo for additional information.

F. DSL Contract Approval Process & When Signed Players Count Against Roster Limits. Upon submission of a DSL player's Minor League UPC terms, the player shall be excluded from the DSL Roster Limit of 35 until 15 days have elapsed from the date of the player's signing, or until the player has first appeared in a championship season game, whichever occurs first (see MLR 2(a)(3)). Notwithstanding the above, should a player be required to undergo a post-signing age and identity investigation, the player will be placed in a status that shall be excluded from the DSL Roster Limit of 35 until the completion of such investigation.

Should a Club's DSL Roster Limit of 35 be exceeded based upon the approval of a player's UPC in either of the above scenarios, the Club shall have 48 hours to return to the DSL Roster Limit. The recently-approved player may not appear in a game until the Club has returned to the limit.

9-3 Protocol Agreements and Guidance Regarding Foreign Leagues

A. Protocol Agreements. There are separate agreements in place between the Office of the Commissioner and the respective commissioners' offices in Japan, Korea, and the Republic of China ("Taiwan") (collectively, the "Asian Protocol Agreements"), and Mexico. These agreements are available upon request from the Commissioner's Office.

In general, the Asian Protocol Agreements prohibit any contact between a Major League Club and a player from one of those jurisdictions until the MLB Club has first requested a status check through the Office of the Commissioner and received clearance from the Office of the Commissioner to contact the player (as described in Regulation 9-3(B)). The Asian Protocol Agreements cover any player from those jurisdictions as well as any amateur or professional player who is playing or has most recently played in a country covered by an Asian Protocol Agreement (including minor league free agents). This includes a player who is not currently active, if his most recent playing experience was in a country covered by an Asian Protocol Agreement. Contacting the player's agent/representative will be interpreted as contacting the player.

Before you register, negotiate with, or sign any player who is playing in, has played in, or resides in Japan, Korea, or Taiwan, you must contact the Office of the Commissioner to perform a status check.

In general, the Mexican Protocol Agreement prohibits any contact between a Major League Club and a player until the Commissioner's Office has advised clubs of their eligibility to sign (as described in Regulation 9-3(D)).

- **B. Status Checks for Japan, Korea, and Taiwan.** A player's reserve status in Japan, Korea or Taiwan may change from time to time. For example, an amateur player in Japan may be unreserved to a Nippon Professional Baseball club when a response to a status check is given, yet subsequently sign with an NPB club, changing his reserve status. The Commissioner's Office will deem a "clearance" to contact a player after a status check pursuant to these Protocol Agreements to expire on the earliest of:
 - (i) 30 days after the clearance that the Office of the Commissioner gives to the requesting MLB Club,
 - (ii) when the Office of the Commissioner withdraws the clearance, if at all, or
 - (iii) when the MLB Club that had requested clearance has reason to believe the player's reserve status has changed.

Also, keep in mind that clearance from the Office of the Commissioner to contact a player after a status check does not imply any absolute right to sign that player. Any contract is still subject to all Major League Rules and regulations. If the player signs with an Asian club before he signs with the MLB Club that is contacting him, the contract with such Asian club will be respected and any proposed subsequent contract with an MLB Club will not be approved.

C. Scouting and Signing Chinese Players. Please contact the Office of the Commissioner before attempting to scout, register, or sign a player in China. Any Club wishing to scout a Chinese player must notify the Office of the Commissioner of such interest and may not engage in any scouting until clearance is provided. After scouting but before negotiating contract terms, any Club wishing to negotiate with a Chinese player must also notify the Office of the Commissioner, so that the Office of the Commissioner may obtain permission to negotiate. MLB Clubs do not owe and may not pay compensation or fees to the Chinese Baseball Association (CBA) or any other Chinese club or entity in connection with scouting or signing and are prohibited from providing any benefit (other than those provided for in the player's UPC) in connecting with scouting or signing Chinese players.

D. Scouting and Signing Mexican Players. The Office of the Commissioner will advise Clubs before each International Signing Period of the players in the Mexican League who are eligible to sign as international amateurs. Club personnel should have no contact, direct or indirect, with any Mexican club or player or the Mexican League regarding the potential release of the Mexican player or the potential terms of the player's contract with a Major League Club until the Office of the Commissioner has informed Clubs of these players' eligibility to sign in an International Signing Period.

Clubs may not provide any payment to a Mexican League Club in connection with any player's signing unless such payment is permissible according to the protocol agreement between the Office of the Commissioner and the Mexican League.

- **E. Scouting and Signing Cuban Players.** The Office of the Commissioner will advise Clubs periodically of Cuban players outside of Cuba who are eligible to sign. No Club personnel may scout, tryout, negotiate with, or sign Cuban players in Cuba unless otherwise informed. This includes non-U.S. employees residing outside of the U.S. or employees who are citizens of countries that permit travel to Cuba. Furthermore, no Club employee may travel to Cuba for any baseball-related event, including clinics or coaching exchanges, even if the employee is not acting in a professional capacity for his team and even if the employee will not be interacting with players.
- **F.** Hosting Players from Countries Covered by a Protocol Agreement. Protocol Agreements are designed to ensure that no Club has more access than any other to a player from these countries and that every Club has equal access to that player once he becomes available to be contracted.

For this reason, the Office of the Commissioner prohibits Clubs from hosting individuals or groups of players under contract with Korean, Japanese, Taiwanese, or Mexican teams during Spring Training, Extended Spring Training, instructional league, *etc*. (whether the Club pays for any related expenses is immaterial). Entire teams of these players, however, may continue to play against Major or Minor League Clubs in open settings with prior Office of the Commissioner approval (as has happened, for example, in the Arizona League).

9-4 International Tryout Policy

1. Covered Players. This policy shall apply to players not currently under contract to an MLB Club and who are not subject to the First-Year Player Draft, but who are eligible to sign or will first become eligible to sign with MLB Clubs within two Signing Periods ("International Tryout Players").

2. Club Facilities.

- a. Subject to the below provisions, a Club may host International Tryout Players at any facility outside the United States, Canada or Puerto Rico, including trainer facilities and its own academy ("Club Facility").
- b. Below is a non-exhaustive list of arrangements that shall be considered Club Facilities for purposes of this policy:
 - i. A Club hosts an International Tryout Player at its academy in the Dominican Republic or Venezuela
 - ii. A Club holds a workout for International Tryout Players at the Polar facility in Venezuela
 - iii. A Club hosts Venezuelan International Tryout Players for a workout in Aruba or Colombia
 - iv. A Club's Tricky League team travels to a trainer academy for a game or workout that includes International Tryout Players
- c. A Club may <u>not</u> host International Tryout Players at facilities in the United States, Canada or Puerto Rico, except as provided in Sections 4(d), 6(d) and 6(e) below.

3. Permissible Length of Stay at Club Facilities.

- a. For the purposes of counting days, the following rules shall apply:
- i. The days of arrival and departure will count, regardless of whether the player performs baseball activities on those days.
- ii. If an International Tryout Player spends any portion of a day at the Club Facility, that day shall count, regardless of whether or not the player stays overnight at the Club Facility.
- b. Players Who Have Previously Signed with an MLB Club.
- i. An International Tryout Player who has previously signed with an MLB Club, but is currently a free agent and eligible to sign may enter a Club Facility without restriction.
- ii. An International Tryout Player whose previous contract was voided, terminated or not approved based on the results of an Age and Identity Investigation, the inability of the player to obtain a visa to work in the United States, a failed physical examination, or circumvention pursuant to Attachment 46 to the Major League Basic Agreement shall not be considered to have previously signed with an MLB Club for purposes of this definition.

- c. Players Who Have Not Previously Signed with an MLB Club.
- i. An International Tryout Player who has not previously signed with an MLB Club may <u>not</u> enter a Club Facility prior to the July 15 which is 18 months prior to the beginning of the Signing Period when the International Tryout Player will first become eligible to sign.
- ii. Between the July 15 which is 18 months prior to the beginning of the Signing Period when the International Tryout Player will first become eligible to sign and the following January 14, an International Tryout Player may enter a Club Facility for up to 7 days during this period.
- iii. Between the January 15 which is 12 months prior to the beginning of the Signing Period when the International Tryout Player will first become eligible to sign and the following July 14, an International Tryout Player may enter a Club Facility for up to 15 days in any 90-day period.
- iv. Between the July 15 which is 6 months prior to the beginning of the Signing Period when the International Tryout Player will first become eligible to sign and the following January 14, an International Tryout Player may enter a Club Facility for up to 15 days in any 45-day period.
- v. Between the January 15 of the Signing Period in which the International Tryout Player first becomes eligible to sign and the date when the Player signs with an MLB Club, an International Tryout Player may enter a Club Facility for up to 45 days in a 90-day period.
- d. Players Under Reserve to Professional Leagues with Which BOC Has Signing Protocol Agreements
 - i. Players under reserve to professional leagues with which BOC has signing protocol agreements may not enter Club Facilities unless those players have specifically been made available to sign with Clubs pursuant to those protocol agreements. For example:
 - LMB Players may enter Club Facilities once they are listed by the LMB as Released Players for an upcoming signing period, per Paragraph II of the Protocol Agreement between MLB and the LMB (e.g., players on the released players list any given signing period may enter Club Facilities once Clubs have received that list).
 - · NPB, KBO and CPBL players may enter Club Facilities once

they are posted per Paragraph 7 of the respective Protocol Agreements between MLB and those leagues or once a Club has received a status check confirming that the players are not under contract.

ii. To the extent that a player under reserve, as described in 3(d)(i), has been made available to sign with Clubs pursuant to a protocol agreement, the player will be subject to the stay limits defined in sections 3(b) and 3(c).

4. Showcases.

- a. Clubs may attend showcases, games or workouts that are open to all Clubs at trainer facilities or events organized by the Commissioner's Office ("Showcases") without restriction.
- b. International Tryout Players participating in Showcases do not need to be entered into the AMT.
- c. Club employees may not participate in Showcases (e.g., throwing batting practice, hitting fungos, etc.), but may direct players to perform certain activities. If a Club employee does participate in the Showcase, the facility shall be considered a Club Facility for purposes of this policy and any participating International Tryout Players must be entered in the AMT.
- d. Clubs may host Showcases of International Tryout Players at United States facilities provided that the Showcase is a Trainer Partnership Program Showcase staged by MLB or the Showcase includes only players from trainers who are participating in the Trainer Partnership Program ("Partner Trainers"). For Showcases that only include players from Partner Trainers, the Club must ensure that:
 - i. The Club receives prior approval from the Commissioner's Office; and
 - ii. The Club notifies all other Clubs of the Showcase at least seven days in advance; and
 - iii. The Club provides access to the event, including data collected at the event (e.g., Trackman, Statcast) to all other Clubs; and
 - iv. The Club does not provide Travel Expenses to any player or trainer.
- e. Clubs may host Showcases at Club Facilities outside of the United States only if:

- i. The Club receives prior approval from the Commissioner's Office; and
- ii. The Club notifies all other Clubs of the Showcase at least seven days in advance; and
- iii. The Club provides access to the event, including data collected at the event (e.g., Trackman, Statcast) to all other Clubs; and
- iv. The Club does not provide Travel Expenses to any player or trainer; and
- v. all participating players have completed the necessary consent forms for drug testing under the Commissioner's Office's International Prospect Program; and
- vi. The Commissioner's Office has received such forms and approved the event at least seven days in advance.

5. Academy Management Tool ("AMT").

- a. Any International Tryout Player who enters a Club Facility must be checked in and out of the AMT, except for the following:
 - i. Any International Tryout Player on a visiting Club who has already been checked into the AMT by the visiting Club.
 - ii. Any International Tryout Player participating in an event hosted at the Club Facility that is A) approved in advance by the Commissioner's Office; B) open to all Clubs and C) announced to all Clubs at least seven days prior to the start of the event.
 - iii. Any spectators A) not being considered by the Club for a contract; B) not engaging in any baseball activities or off-field evaluation while at the Club Facility; and C) present at the Club Facility only during a game or other public event.
 - iv. Any child of a Club employee who is more than 24 months from being first eligible to sign a professional contract.
 - v. Any participant in a community event approved by the Commissioner's Office that does not involve baseball activities (e.g., academy tours, etc.).
- b. In the event of an AMT or device malfunction, Clubs must inform the Commissioner's Office immediately of any inability to register players in AMT and maintain records of check-ins and check-outs via e-mail.

- **6. Travel Expenses.** Except as otherwise explicitly provided for in this Section 6, Clubs may provide bona fide and reasonable transportation, room, and board ("Travel Expenses") to an International Tryout Player and one family member or guardian or member of the Trainer Partnership Program ("Partner Trainer"). A Partner Trainer for purposes of this Policy may be any individual who is registered with the Commissioner's Office as an owner or employee of an academy in the Trainer Partnership Program. All Travel Expenses must be directly related to the International Tryout Player's tryout, permissible under applicable domestic and foreign law, and in compliance with MLR 3(g)(2)(D), MLR 3(j)(2), and other rules set forth herein:
 - a. The Club must fill out the "Prospect Travel Authorization Form" in AMT in order to request Commissioner's Office authorization to provide Travel Expenses in connection with a tryout at a Club Facility. The Club must submit the Travel Authorization request at least three (3) business days prior to the trip. The Player, and any accompanying family member or guardian or Partner Trainer, should not travel until the Commissioner's Office approves the request.
 - b. International Tryout Players may travel with a trainer/agent, but Clubs may not provide Travel Expenses to the trainer/agent unless the trainer/agent is a family member or guardian with proper legal documentation or a Partner Trainer. Clubs may only pay for bona fide and reasonable travel expenses for Partner Trainers in order for them to accompany their players to tryouts at Club facilities outside of their home countries. In all cases, travel must be directly related to the International Tryout Player's tryout. Requests for the provision of Travel Expenses to Partner Trainers, as all requests, will be reviewed for compliance with Major League Rules, including MLR 3(g)(2)(D) and 3(j)(2), and denied if such travel is deemed unreasonable, inappropriate, or not directly related to the business purpose of an International Tryout Player's tryout, physical examination, and/or contract signing.
 - c. The Club may lodge an International Tryout Player and one family member or guardian or Partner Trainer at a hotel or a Club academy. Nights spent at any of these locations shall count as time spent at a Club Facility for the purposes of MLR 3(g)(2)(D) and determining permissible lengths of stay.
 - d. In connection with a physical examination in the United States, Canada or Puerto Rico, the Club may provide Travel Expenses to an International Tryout Player and one family member, guardian or Partner Trainer, provided that:

- i. The travel occurs within 5 days of the International Tryout Player becoming eligible to sign (i.e., on or after January 10 for an International Tryout Player who will become eligible to sign on January 15); and
- ii. The Club and International Tryout Player have a contemplated agreement on a contract prior to the travel.
- e. In connection with a contract signing including in the United States, Canada, or Puerto Rico the Club may provide Travel Expenses to an International Tryout Player and i) up to two parents, or ii) one family member, guardian or Partner Trainer, provided that the travel occurs within 5 days of the International Tryout Player becoming eligible to sign (i.e., on or after January 10 for an International Tryout Player who will become eligible to sign on January 15).
- f. The Club may not provide anything of value to the Player or his family member or guardian or Partner Trainer beyond transportation, room, board and urgent medical services, if necessary.
- g. Clubs may not provide Travel Expenses for players under reserve to professional leagues with which BOC has signing protocol agreements unless those players are eligible to enter Club Facilities pursuant to section 3(d) of the Policy.
- h. Each Club should have internal compliance controls in place to ensure that all Travel Expenses it provides comply with this policy, the Club's internal policies, and applicable domestic and foreign law.

7. Cuban Players.

- a. The rule remains that no Club can scout, tryout, negotiate with, or sign Cuban players in Cuba. This includes non-U.S. employees residing outside of the U.S. or employees who are citizens of countries that permit travel to Cuba.
- b. Cuban players who reside outside of Cuba shall be considered International Tryout Players for purposes of this policy.
- c. All other existing rules and policies regarding Cuban players remain in effect.

8. Compliance.

a. The Commissioner's Office will monitor compliance with the tryout rules through, among other things, random and unannounced visits to Club facilities and inspection of travel expenses.

- b. Clubs must cooperate with Commissioner's Office personnel to provide access to players and any other information requested by the Commissioner's Office.
- c. Violations of this policy may result in penalties, including but not limited to monetary penalties and/or player signing restrictions.

9-5 First-Year Player Draft Protocols

The following procedures govern whether a player selected in the First-Year Player Draft has "signed" a Minor League contract within the meaning of Major League Rule 4(d)(1) prior to the deadline set forth in Rule 4(d)(4).

A. Minor League Uniform Player Contracts. A selection in the First-Year Player Draft will be deemed to have "signed" a Minor League contract within the meaning of Rule 4(d)(1) prior to the deadline set forth in Rule 4(d)(4) if the Baseball Operations Department of the Office of the Commissioner receives an email from the Club, prior to 5:00 p.m. Eastern Time on the date of the signing deadline, that contains all the material terms and special covenants of the agreement, including, but not limited to, signing bonus, Continuing Education Program and Incentive Bonus Plan.

B. Signing Protocols.

- (1) A contract cannot be contingent on an event (e.g., passing a physical) that occurs after the deadline.
- (2) The player and/or his representative should be copied on the email or facsimile, provided that the player and/or his representative provided the Club with an email address and/or a facsimile number.
- (3) The official time that will be used to determine whether an agreement has been timely received is the time set forth in the eBIS system maintained by the Office of the Commissioner and accessible by all Major League Clubs. The Office of the Commissioner has synchronized its email server and facsimile time stamp with the eBIS clock. Thus, in order to be timely received, the material terms of a contract must be received by the Office of the Commissioner's email server prior to 5:00 p.m. Accordingly, we strongly encourage Clubs to email the material terms sufficiently in advance of the deadline to ensure their receipt by the Office of the Commissioner prior to 5:00 p.m.
- (4) In the event that the Office of the Commissioner disapproves a contract that was received prior to the deadline, the player and Club will have the opportunity to cure any defect in the contract, resubmit such contract for approval and continue to have such contract deemed signed

before the deadline, so long as the contract originally submitted contained the material terms and permissible special covenants, if any, of the agreement between the player and the Club.

- (5) A player and Club may not extend the deadline by submitting an incomplete contract in order to continue negotiations beyond the deadline.
- (6) If you have a question regarding whether the signing deadline in Rule 4(d)(4) applies to a particular player, you should contact the Office of the Commissioner.

9-6 Amateur Player Data Sharing Policy

Clubs are required to share any Amateur Player Data gathered at Public Events held in Club Facilities with all thirty Clubs, pursuant to the MLB Amateur Player Data Policy, attached hereto as Addendum A-15. In accordance with that Policy, Clubs are prohibited from entering into agreements with technology providers or other third parties, either directly or indirectly, in which Clubs receive exclusive or preferential access to Amateur Player Data; to the extent any Club has entered into such an exclusive agreement prior to the promulgation of the Amateur Player Data Policy, the Club must share any Amateur Player Data collected on or after January 24, 2020 with all thirty Clubs. Any Amateur Player Data shared pursuant to this Regulation and the Amateur Player Data Policy will distributed by the Office of the Commissioner through the league-wide Data Sharing Platform.

9-7 Guidelines Governing High School Player Tryouts and Workouts

A. Tryouts. In addition to the guidelines governing high school player tryouts and workouts set forth in Major League Rule 3(g)(2)(A) and (D), Clubs should also be familiar with and comply with any and all state-specific rules and regulations regarding high school player workouts and tryouts in order to protect the eligibility of the players invited to workout or tryout.

Pursuant to the Major League Basic Agreement, players who are invited to participate in the MLB Scouting & Medical Combine ("Combine") shall be prohibited from participating in tryouts (i.e., any physical activity, including baseball activities, that would put the player at risk of injury or any physical tests or assessments conducted at the Combine) with MLB Clubs in the period beginning three (3) days before the start of the Combine and ending with the conclusion of that year's Draft. Players and Clubs may still conduct in person or virtual meetings during this period.

B. Spring Season.

- (1) During the spring season, Clubs may ask players to take additional batting practice after a game. In such instance, we recommend that the batting practice take place at the same facility as the game, or at an indoor facility within close proximity to the player's high school, and that such batting practice be open to all thirty Clubs.
- (2) If, during the spring season, a Club allows an amateur player to visit a Club's facility to tour and meet Club personnel, no baseball activities should take place.
- **C. Post-Spring Season.** After the spring season, Clubs may allow amateur players to participate in individual or group tryouts and workouts; however, the Office of the Commissioner strongly discourages allowing an amateur player to participate in a tryout alongside or against a professional player, including intra-squad games, batting practice, or live infield/outfield drills. Accordingly, the Office of the Commissioner strongly recommends that such amateur workouts be comprised only of other amateur players.

9-8 Ownership of Independent League Clubs by Major League Club Owners

To the extent that any owner of a Major League Club is also an owner of a professional baseball club that is a member of any independent league that is not affiliated with a Major League Club (an "Independent League Club"), such Major League Club owner is not permitted to utilize or allow employees in the Baseball Operations Department of such Major League Club to have communications with employees of such Independent League Club concerning the hiring of managers, coaches or players or any other personnel decisions. Those decisions shall remain solely within the purview of the personnel and owners of the Independent League Club. Any violation of this policy will result in disciplinary action against the Major League Club, the Major League Club owner and/or any Major League Club employee who has not acted in compliance with this policy.

9-9 Relationships With Foreign Professional Leagues

Major League Baseball has entered into protocol agreements with certain Foreign Professional Leagues in order to appropriately manage the transfer of players between them and the Major Leagues. These leagues include:

Nippon Professional Baseball (Japan) Korea Baseball Organization (Korea) Chinese Professional Baseball League (Taiwan) Liga Mexicana de Béisbol (Mexico) The protocol agreements are designed to support the competitive integrity of both the Foreign Professional Leagues and Major League Baseball by ensuring an orderly process through which member Clubs of a Foreign Professional League may contact players under contract or reserve to one of the 30 Major League Baseball Clubs and Major League Clubs may contact players under contract or reserve to a member Club of a Foreign Professional League. In this respect, the only permissible contact that Major League Clubs may have with players in such Foreign Professional Leagues is through the Office of the Commissioner of Baseball, and then only in accordance with the posting process described in the protocol agreement with that Foreign Professional League. Other than as prescribed by the relevant protocol agreement, Major League Clubs and their employees may have no direct or indirect contact with players under contract or reserve to Clubs that are members of such Foreign Professional League teams.

Major League Clubs may not enter into a working agreement, formal or informal, with any Foreign Professional League Club, including, but not limited to, agreements related to scouting or contract information, coaching or personnel exchanges, access to video or data systems, and direct or indirect access to players or facilities. Entering into working agreements or complying with any active working agreements, formal or informal, with any Foreign Professional League Club, constitutes a violation of MLB rules and policies and may subject Clubs to discipline.

Moreover, Major League Clubs may not employ or otherwise contract with a person who also is working for, or is otherwise affiliated with in any capacity, any member Club of a Foreign Professional League with which Major League Baseball has a protocol agreement. If a person employed by or contracted with a Major League Club would like to work for another professional league, national team, or federation that would give that person access to preferential or exclusive access to players that is not available to the other 29 Major League Clubs, the employing or contracting Major League Club should contact Rebecca Seesel at the Commissioner's Office for approval prior to proceeding. For the purpose of clarity, people employed by or contracted with Major League Clubs may continue to work for Winter League teams.

To ensure your Club does not violate the protocol agreements with any Foreign Professional Leagues, please contact Emma Segerman (emma.segerman@mlb.com) for a status check before attempting to contact any foreign player (or his representatives). Any Major League Club that violates one of the protocol agreements with a Foreign Professional League will be subject to discipline.

10. MAJOR LEAGUE EMPLOYEES

10-1 Major League Baseball's Tampering and Offset Policies

See Addendum A-8 for Major League Baseball's Tampering and Offset Policies

10-2 Dual Employees

A Club is not permitted to employ a current member of the media who regularly travels for his or her reporting and/or broadcast duties in a baseball operations role or advisory capacity of any kind. For the purposes of clarity, this prohibition does not prevent a media member from being concurrently employed by a Club in an exclusively community relations role. This also does not prohibit an exclusively studio-based broadcast analyst from being employed by a Club in a baseball operations or advisory capacity. For the purposes of this Regulation, "baseball operations" is broadly defined as any function that may involve access to a Club's proprietary knowledge, processes, or confidential information, including any work with players, scouts, or coaching staff. This Regulation is intended to avoid potential conflicts of interest that could arise if a Club baseball operations employee were to gain access to the non-public baseball operations information of another Club through his or her employment as a member of the media.



Trade Checklist

THIS CHECKLIST IS SUGGESTED ONLY AND MAY <u>NOT</u> CONTAIN ALL ISSUES YOUR CLUB MAY NEED, OR WISH, TO ADDRESS IN PREPARING FOR A TRADE

Before a trade is submitted for approval, please check for the following:

Trade Deadline - No Major League Uniform Player's Contract (including for outrighted players) may be traded to another Major League Club during the period commencing 6:00 p.m. Eastern Time on the Major League Trade Deadline as designated by the Office of the Commissioner and ending on the day following the day that the last game of the World Series had started. Does any player have 10/5 rights or a no-trade clause in his contract for the effective season? If so, a waiver from player is required. If player has a limited no-trade clause and assignee team is listed, a waiver from player is required. Need to submit to BOC before trade is approved. Is there a player to be named later (PTBNL)? If so, PTBNL may not spend any time on the active roster from the date of trade until the time of assignment, including the postseason. Also, must agree on an amount payable (not to exceed \$100,000 total) should Clubs not agree on PTBNL. In the event multiple PTBNL are included in any one trade, the total amount of cash consideration in lieu of PTBNL (going each way) may not exceed \$100,000 (except if cash consideration sent to assignee Club is equal or greater to \$100,000, the cash amount permitted to be provided in lieu of naming a player shall be \$1 per per player). PTBNL must be named within 6 months of trade, otherwise alternate cash amount due. PTBNL may not be a designated player when named. See MLR 6(f)(5) and ML Regulation 4-4(F). Cash consideration involved? If more than \$800,000 is involved in the trade, BOC approval will be required if: This is the second time the Club has received more than \$800,000 within a 6-month period; or

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The amount is more than 50% of the player's remaining salary

The amount is more than \$2,000,000

obligations

In each case, BOC approval is required before the trade is approved or announced.* If the purpose of the cash consideration is not to offset salary of a player involved, the amount of cash consideration may not exceed \$100,000. Deferred Compensation—In no instance can the assignor Club assume responsibility for future deferred compensation that was not accrued at the time that the contract passes to the assignee Club. If deferred compensation is involved, please contact the League Economics Dept. Note: any unpaid signing bonus is not considered future deferred compensation, and remains the obligation of the assignor Club as originally scheduled in the player's contract. Does the player owe your Club any money? Any debt between the assignor Club and the player must be settled. Are former XX(B) free agents involved? If declared a XX(B) free agent during the last off-season, the player may not be traded prior to June 16 unless written consent from the player(s) is obtained. Cash consideration, if any, may not exceed \$50,000. Submit consent to BOC. See Major League Basic Agreement Article XX(B)(5). No Minor League player may be traded between 12:00 p.m. Eastern Time on the seventh day prior to the conclusion of the championship season and the day following the last game of the Major League championship season per MLR 6(b). Are recent draft selections involved? Players drafted in the Rule 4 Draft of the current championship season may not be traded until the later of 9:00 A.M. Eastern Time on the day following the day that the last game of the World Series had started or 90 days from the date the player signs a Minor League Contract. See MLR 3(b)(6) and MLR 6(f)(5)(B). Note that drafted players also cannot be players to be named later unless they otherwise could be traded pursuant to Rule 3(b)(6) at the time of the trade.

^{*} Cash consideration in a trade that exceeds \$2 million (or exceeds \$800,000, if your Club has received cash consideration exceeding that amount within the last six months) must be approved by the Commissioner, even if that consideration is contingent.

Are Forfeited Draft or Competitive Balance selections or International Signing Bonus Pool space included? If so, see Paragraph E. of Attachment 46 to the Major League Basic Agreement and/or MLR 4(k)(2) and contact the Commissioner's Office.
Does the player's contract contain any unusual miscellaneous clauses? If so, please contact BOC.
Is your Club satisfied it has all of the medical information it needs to consider in evaluating the trade? As explained in MLB Regulation 4-6, if a Club agrees to provide a player's medical information, the Club must provide complete and accurate information that satisfies the Minimum Standards. If physicals are required, they must be completed prior to the trade being approved.
Has your Club confirmed whether there is a potential service dispute flag in the player's eBIS profile, and discussed the potential dispute with the Labor Relations Department, if necessary?
Does assignee Club require a 72-hour window to conduct a physical examination or negotiate contract extension with player? If so, assignor Club will notify BOC. Permission from BOC must be obtained before the assignee Club may speak with the player.
Was the player recently acquired from a foreign league? If so, a supplemental release fee may be owed to the foreign league by the assignee Club. Contact the Commissioner's Office for confirmation.
Verify with trading Club who will enter trade into eBIS. Enter complete trade (including all details) into eBIS for approval.
Life Insurance Form obtained? A new Life Insurance Form needs to be obtained for each player involved. If possible, assignor Club should obtain the Form for assignee Club when player is informed of trade. Once obtained, submit to BOC.
Is the player listed on the Master List of Disqualified Player Contracts? If yes, the Safe Harbor provision in the form of assignment agreement should be deleted.
Has each assignor Club and each assignee Club agreed not to elect to have the trade qualify for safe harbor treatment under Revenue Procedure 2019-18 issued by the IRS on April 11, 2019? If yes, the Safe Harbor provision in the form of assignment agreement should be deleted.



EMR Minimum Standards

Documentation Requirements

The following information must be entered in the league-wide electronic medical records system ("EMR") for all players (Major and Minor Leagues) in a timely manner throughout the year as outlined below. As a general rule, information should be entered within two weeks of Club personnel having notice of such information. Clubs should ensure that all files are up-to-date prior to any contemplated transaction. Clubs and Club employees that materially fail to comply with the Minimum Standards may be subject to additional training, fines, suspensions, and other penalties. Any failure to comply that is found to be representative of a specific Club policy or practice that is designed to circumvent the Minimum Standards will result in severe discipline.

If Clubs have any questions about whether certain information (e.g., biomechanical or sports science testing) must be entered in the EMR, please contact Kevin Ma at the Commissioner's Office.

- *A. Reporting Requirements*—Clubs are required to document medical care received by a player in the EMR under any of the following circumstances:
 - a. Player sustains an injury or illness that affects his ability to participate in baseball-related activities (e.g., game, practice, warm-up, conditioning or weight-training);
 - b. Player presents with a physical complaint or symptoms (including, but not limited to, pain, irritation, soreness, tightness, achiness, dullness, fatigue, discomfort) and is evaluated by or receives treatment from i) the Club's ATC, physician, or other medical personnel (*e.g.*, physical therapist, Director of Medical Services); or ii) is directed by the Club to be evaluated by non-Club medical personnel (*e.g.*, second medical opinion);
 - c. Player is prescribed medication by a Club physician or is directed by the Club to take a prescription medication (*e.g.*, prescribed by Visiting Club physician or second medical opinion physician).
 - d. Player undergoes diagnostic testing or medical services, including surgeries and procedures, at the direction of the Club.
- **B.** Documentation Requirements—when documenting player medical care or treatments in the EMR, Club must follow these requirements:

- a. **Event Reporting**—an "Event" must be created any time a player i) sustains an injury that affects his ability to participate in baseball-related activities; or ii) presents with a physical complaint or symptoms and requests or is directed by the Club to receive treatment or a medical evaluation (from an athletic trainer, physical therapist or physician).
- b. *Illness Reporting*—an "Illness" must be created any time a player presents with physical symptoms that can be diagnosed as an illness as opposed to an "Event" and the symptoms affect his ability to participate in baseball-related activities.
- c. *Athlete Game Status*—Clubs must accurately document the athlete's status in a timely manner throughout the year to reflect whether the player was able or unable to play.
- d. ATC Notes—ATC notes must be entered on a regular basis and contain sufficient information to follow a player's progress through treatments (e.g., modalities and manual therapy techniques) and rehabilitation. This includes details on all setbacks, complications or other notable developments. At a minimum, there must be at least three (3) notes for each seven-day period during which the player is being treated for an Event or Illness during Spring Training, the championship season and the postseason. During the offseason, ATC notes must be added at a sufficient frequency to capture all relevant information on the player's progress (no less than once per month for such an open event or illness).
- e. *Doctor Notes*—a Doctor Note form must be completed any time a player is seen by a physician (Club or non-Club-affiliated), either at a Club or outside facility. The notes must contain all appropriate detail and documentation and must be associated with a specific Event, Illness, or Physical Exam in the EMR.
- f. *Medications*—a medication form must be completed any time prescription medication is prescribed, dispensed or administered to a player or a player is directed by the Club to take a prescription medication (e.g., prescribed by Visiting Club physician or second medical opinion physician). The medication form must be associated with a specific Event, Illness or Physical Exam and may not be associated with Maintenance. There must be an accompanying Doctor Note in the EMR for any new prescription or when a Club extends or modifies any existing prescription.
- g. *Diagnostics/Medical Services*—any time a player undergoes diagnostic testing (e.g., MRI, X-Ray, CT Scan) or a medical service (e.g., surgery, injection, aspiration, intravenous administrations of

fluids), a Diagnostic/Medical Service form must be completed with all relevant documentation (including, but not limited to, any imaging (DICOM), reports or Doctor Notes produced as a result of a related visit). The Diagnostic/Medical Service must be associated in the EMR with a specific Event, Illness or Physical Exam but may not be associated with Maintenance.

- h. *Physical Exams*—Physical Exams must be entered any time a player is evaluated by a doctor for the purpose of a general evaluation rather than for specific symptoms. Additionally, Physical Exams must be entered in the EMR for every player who undergoes an entrance physical exam at the beginning of Spring Training or at the time of signing a contract. All appropriate questionnaires, testing and diagnostics should be completed or uploaded to the EMR (See Best Practices section for more details).
- i. *Mental Health Records*—An "Event" must be created consistent with the above requirements for Event Reporting if a Player i) presents with a mental health condition that affects his ability to provide services for the Club or participate in baseball-related activities; ii) presents with a complaint or symptoms of a mental health condition and requests or is directed by the Club to receive treatment or an evaluation by a mental health clinician; or iii) is diagnosed with a mental health condition. The following documents/records must be uploaded to the EMR for any player for whom a Mental Health Event is created.
 - Psychiatric or psychological records containing diagnosis, medication prescription, treatment and/or monitoring, dates of service with counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
 - Addiction records containing only the results of positive tests and the treatment received (but not including any test results (if any) under MLB's Joint Drug Prevention and Treatment Program or MLB's Minor League Drug Prevention and Treatment Program)

The following documents/records must not be uploaded to the EMR.

 Psychotherapy records/notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of a conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. Specifically, information about the player's upbringing, interpersonal relationships, or character traits is part of the psychotherapy note package and must not be contained in the EMR.

- j. *Player Therapeutic Use Exemption (TUE)*—a medication form must be completed for any player who is granted a TUE. The following documents must be uploaded for any player who applies for a TUE:
 - Any communication regarding a TUE decision (grant or denial);
 - Any communication regarding a TUE modification (change in medication, conditions, *etc.*);
 - Any prescription records related to the TUE;
 - Any records and notes from the treating physician
- k. *HIPAA Release Form*—the Club must upload the player's Authorization for the Use and/or Disclosure of Player Health Information (Major League or Non 40-Man Player, whichever applicable). This form should be signed upon completion of the Spring Training entrance physical exam or signing a contract, whichever occurs first. Additionally, Clubs must ensure that players have an active form prior to receiving care (for reference, forms expire one year after being signed).
- l. *COVID-19 Vaccinations*—a Diagnostic/Medical Service form must promptly be created in the EMR for all COVID-19 vaccinations. Clubs are also required to promptly upload a copy of an official COVID-19 vaccination record card or certificate to the EMR under the appropriate Diagnostic/Medical Service form. Clubs must ensure that the form accurately reflects the information documented on the vaccination record card or certificate (e.g., vaccination dose type, date, manufacturer, lot number, etc.).

Documentation Best Practices

The following information details best practices for EMR entry that were recommended by the PBATS EMR Committee, in collaboration with the Medical Advisory Committee and the Commissioner's Office. The best practices, which are strongly recommended but not required, are designed to promote consistency and ease of access for other readers.

A. Maintenance Reporting—if a player receives routine maintenance that is not associated with an Event (e.g., the player presents without specific physical complaints, is not seen by a doctor, does not undergo any diagnostics and does not receive medication) or Illness, the Club should

enter this information in a Maintenance note. As an example, a Maintenance note should be entered when a pitcher receives routine stretching and hot compress or hydrocollator pack prior to pitching but does not present with any physical symptoms of an injury.

- **B.** Wearable Technology—any information or data collected, generated, stored and/or analyzed using wearable technology under Attachment 56 to the Major League Basic Agreement should not be entered into the EMR.
- *C. Entering Event Information*—when filling out event field information, users should follow these best practices:
 - All fields should be filled in accurately and in accordance with the instructions from the user manual; no fields should be left blank.
 - Avoid using "Other" diagnoses unless there is no accurate ICD-9/10 code available.
 - If a diagnosis subsequently changes from what was originally entered into the EMR, the Club should update the EMR (diagnosis and/or ICD-9/10) to accurately reflect the player's diagnosis (e.g., player presents with an injury that is initially recorded as a hand contusion, but subsequent imaging reveals the injury to be a hook of hamate fracture).
 - *Medical Clearance Date Definitions*—Clubs should adhere to the following guidelines for determining the medical clearance date for a particular event or illness:
 - Return to Play Clearance—the date on which the player is medically cleared to play by the Club's doctor and/or athletic trainer; if a player goes on a rehab assignment, the medical clearance date should be the date on which he goes on rehab assignment, not the date on which he returns to the active roster.
 - Players Injured at End of Season—if a player is not medically cleared to play by the end of the season, the Club should keep the event open and the player listed as unable during the offseason. The Club should update the Medical Clearance Date to reflect the date in the offseason when the player is fully recovered from that injury (for example, that date may correspond with the Maximum Medical Improvement (MMI) date for the player).
- **D.** Attachments—when uploading attachments to the EMR (e.g., Doctor Notes, Operative Reports), users should make sure that the document is not password-protected or encrypted in any way that would prevent another user

from viewing the document. Additionally, attachments should be clearly labeled with the player's name, the type of document (e.g., operative report, doctor note) and the date of the relevant evaluation or procedure.

- *E. ATC Notes*—in addition to the minimum requirements for ATC note entry, the following best practices should be followed whenever possible:
 - Frequency: notes should be entered every time a player receives treatment and should be consistent with legal and professional standards for documentation (e.g., NATA or APTA practices).
 - **Detail:** The notes should follow the SOAP format (Subjective, Objective, Assessment, Plan). The notes should contain sufficient information to follow a player's progress through his rehabilitation and/or treatment protocol and should contain details on any setbacks, complications or notable developments, consistent with legal and professional standards for documentation.
 - **Finalized:** ATC notes should be finalized within two weeks of the notes being initially entered.
 - Offseason: if a player has a medical issue and is actively receiving treatment during the offseason, an ATC note should be entered no less frequently than once per week. However, if a player has a medical issue and is not actively receiving treatment during the offseason, it is recommended that the ATC enter at least one note per month to describe the player's progress in his offseason programs. In addition, Clubs are encouraged to obtain and log "visiting team reports" from ATC's regarding players who participate in sanctioned off-season league activity (e.g., Winter Leagues, World Baseball Classic).
- **F. Doctor Notes**—in addition to the minimum requirements for Doctor Note entry, the following best practices should be followed whenever possible:
 - Frequency: a doctor note must be entered every time a player is seen by a doctor for an event or illness (consistent with the minimum requirements).
 - Detail: any doctor note should be accompanied by the following information: i) contact information including Physician name, address and phone number; ii) a Doctor Note entered directly into the EMR system, a PDF attachment of the doctor note, or a clear, hand-written note scanned into the EMR. In addition to the minimum requirements, MLB recommends using the Nuance league-wide dictation service to ensure the highest quality Doctor Notes.

- Finalized: Doctor Notes should be finalized within two weeks of the note's creation.
- Phone Consultations: As a general rule, Clubs are not required to create Doctor Notes for phone consultations with physicians. However, Clubs must enter a doctor note if the physician prescribes medication as part of that phone consultation. Additionally, Clubs are strongly encouraged to document the substance of phone consultations with physicians in an ATC note.
- G. Medications—Clubs are strongly encouraged to associate medications with Events and a specific diagnosis; however, Clubs may attach medications to Physical Exams if i) the medication is purely for preventative purposes or generalized soreness (i.e., the player receives a season-long prescription for Voltaren), and ii) the Club physician recommends associating the medication with a Physical Exam, rather than a specific Event. Clubs should be careful not to overuse this and should associate any refills or subsequent prescriptions with an Event if the player has specific symptoms or misses time.
- H. Health History & Exit Questionnaires—Medical history and orthopedic health history questionnaires should be completed by every player at the beginning of a season, as recommended by the Medical Advisory Committee. An Exit Questionnaire should be completed by every player at the end of a season (or at the time of release). Clubs may use the electronic form or upload a hard copy as an attachment. All appropriate questionnaires, testing and diagnostics should be completed or uploaded to the EMR.
- *I. Physical Exams*—Complete physical exams should include the following documents where applicable:
 - Completed internist and orthopedic evaluations (electronic forms or hard copies uploaded as attachments);
 - Any associated diagnostics (X-Ray, MRI, CT Scan, etc.);
 - Blood work report;
 - UA report and all follow-up reports for re-draws;
 - EKG report and the EKG strip (dated and initialed as read);
 - Chest X-Ray findings;
 - Dental and Eye Examination information;
 - ImPact Testing Results

- *J. Concussion Protocol Documents*—any time a player is evaluated under the Major or Minor League Concussion Return to Play protocol (whether or not he is ultimately diagnosed with a concussion), the following information should be uploaded to the EMR:
 - Any baseline and subsequent neuro-cognitive testing;
 - Sports Concussion Assessment Tool 3 (SCAT5) assessments;
 - Concussion-specific diagnostic form;
 - Any other supporting documents sent to <u>7dayIL@mlb.com</u> or minorleagueMTBI@mlb.com
- **K.** Allergies & Immunizations—all newly drafted (domestic amateur) and other newly signed players (international amateur) should provide the Club with an immunization record to be inputted into the EMR by the athletic trainer (manually and scanned copy). Any subsequent additions to the list of known allergies and immunizations should be entered into the appropriate sections of the EMR.
- L. Record Keeping During Free Agency—if a player becomes a free agent while injured and actively receiving medical treatment (e.g., the player had surgery in September and becomes a free agent in November), the player's previous Club should continue to update his records with any documentation (such as physical therapy records) received by the Club during the offseason until the player signs with his new Club, at which point the new Club will be responsible for maintaining that player's electronic medical record.
- M. Private Events—an Event or Illness that is unrelated to a mental health condition should be marked as "Private" in the EMR if it is not sustained during baseball-related activities (e.g., game, practice, warm-up, conditioning or weight-training) and does not impact the player's ability to perform baseball-related activities (and it is not reasonably foreseeable that it will prevent or impair the player from performing at his accustomed level). The Club physician should determine whether a medical condition is work-related. Clubs should keep in mind that any condition that requires a therapeutic use exemption must be documented in the EMR according to the TUE guidelines.



MAJOR LEAGUE BASEBALL'S ON-FIELD TOBACCO POLICY FOR NON-PLAYING CLUB PERSONNEL

The following sets forth Major League Baseball's tobacco policy for managers, coaches, and other non-playing, on-field Club personnel (the "Tobacco Policy").

A. COVERED INDIVIDUALS

1. The Tobacco Policy covers all managers, coaches, and other employees or contractors of Major League Clubs who are permitted on-field (including in the dugout, bullpen, or any other locations of a ballpark in view of spectators or television cameras) before, during, or after games – except players, who are covered by a separate policy. These individuals are referred to collectively herein as "Covered Individuals."

B. PROHIBITIONS

- 1. Ballparks Subject to State or Local Ordinance. The use of tobacco products including smokeless tobacco, cigarettes, and e-cigarettes (collectively, "Tobacco Products") by Covered Individuals is prohibited on-field (as defined in Section A.1. above), before, during, and after games, in any ballpark where such use is prohibited by state or local law or ordinance ("Prohibited Ballparks"). As of April 13, 2017, the following Clubs play their regular season home games in ballparks that are subject to state or local restrictions on tobacco use in those venues: Boston Red Sox, Chicago Cubs, Chicago White Sox, Los Angeles Angels of Anaheim, Los Angeles Dodgers, Milwaukee Brewers, New York Mets, New York Yankees, Oakland Athletics, San Diego Padres, San Francisco Giants, St. Louis Cardinals, Tampa Bay Rays, and Washington Nationals.
- 2. Ballparks That Become Subject to State or Local Ordinance. If after April 13, 2017, a state or local municipality passes a law or ordinance restricting the use of Tobacco Products in a ballpark that is not listed in Paragraph B.1 above, the prohibitions in Paragraph B.1 above shall apply in that new ballpark as of the date that new law or ordinance takes effect and that ballpark shall thereafter be considered a Prohibited Ballpark for purpose of this Tobacco Policy.

- 3. Covered Individuals Not Employed By A Major League Club Prior To 2017. Any Covered Individual who was not employed in an on-field, non-playing capacity by a Major League Club prior to the 2017 season (i.e., Covered Individuals who signed their first Major League Uniform Employee Contract during the 2016-2017 off-season or later) is prohibited from using Tobacco Products on-field (as defined in Section A above) before, during, or after any games in every Major League ballpark. In addition, such Covered Individuals shall be prohibited from using Tobacco Products (i) during televised interviews, and (ii) during any public appearances on behalf of the Club.
- 4. Covered Individuals Employed by A Major League Level Prior to 2017. In addition to the restrictions on the use of Tobacco Products at Prohibited Ballparks set forth in Paragraphs B.1 and B.2 above, any Covered Individual who was an employee or independent contractor of a Major League Club prior to the end of the 2016 season (i.e., Covered Individuals who signed their first Major League Uniform Employee Contract prior to the 2016-2017 off-season) is prohibited from using Tobacco Products (i) during televised interviews, and (ii) during any public appearances on behalf of the Club.
- 5. Requirement to Conceal. At any time when fans are permitted into any ballpark, all Covered Individuals (regardless of previous Major League employment status) must conceal Tobacco Products (including tobacco tins and packages) and may not carry Tobacco Products (including tobacco tins or packages) in their uniform or on their body.
- 6. **Penalties.** The penalties for violating the prohibitions described in Paragraphs B.1 through B.5 above shall be:
 - (a) First Violation—Written warning.
 - (b) <u>Second and Subsequent Violations</u>—A fine shall be issued for any second or subsequent violation in the amount specified in the applicable state or local law or ordinance. In ballparks where no state or local law or ordinance applies, or where the ordinance does not provide a fine amount, the fine shall be \$250 per violation.

C. CESSATION

- Covered Individuals who are interested in tobacco cessation treatments or alternatives may contact Jon Coyles at the Commissioner's Office at 212-931-7859 for confidential information about available resources and options.
- 2. Nicotine replacement therapies (e.g., patches, gums, lozenges) will be available in every Major League Clubhouse for use by Covered Individuals.



SOCIAL MEDIA POLICY

Major League Players

Definitions:

Social Media—Any form of online or interactive media, including, but not limited to profiles, commentary, writings, photographs, images, logos, and audio or video files posted on outlets including but not limited to Facebook, Instagram, Snapchat, Twitter, blogs, podcasts, message boards and websites.

Content—All material posted on Social Media, including links to other websites.

MLB Entity—Any entity affiliated with Major League Baseball, including the 30 Major League Clubs, Minor League Clubs, the Office of the Commissioner of Baseball, The MLB Network, LLC, MLB Advanced Media, L.P., and Tickets.com, LLC.

Prohibited Conduct: In addition to the prohibition on the use of electronic devices during games that is contained in On-Field Regulation 1-2, Major League Players may not engage in the following conduct with respect to the use of Social Media:

- 1. Displaying or transmitting Content via Social Media that reasonably could be construed as an official public communication of any MLB Entity without obtaining proper authorization.
- 2. Using an MLB Entity's logo, mark, or written, photographic, video or audio property without obtaining proper authorization.
- 3. Linking to the website of any MLB Entity on any Social Media outlet without obtaining proper authorization.
- 4. Displaying or transmitting Content that contains confidential or proprietary information of any MLB Entity or its employees or agents, including, for example, financial information, medical information, strategic information, *etc.*
- 5. Displaying or transmitting Content that reasonably could be construed as condoning the use of any substance prohibited by Major League Baseball's Joint Drug Prevention and Treatment Program.
- 6. Displaying or transmitting Content that questions the impartiality of or otherwise denigrates a Major League umpire.

- 7. Displaying or transmitting Content that is derogatory or insensitive to individuals based on race, color, ancestry, sex, sexual orientation, gender identity and expression, national origin, age, disability, or religion, including, but not limited to, slurs, jokes, stereotypes or other inappropriate remarks.
- 8. Displaying or transmitting Content that constitutes harassment of an individual or group of individuals, or threatens or advocates the use of violence against an individual or group of individuals.
- 9. Displaying or transmitting Content that contains obscene or sexually explicit language, images, or acts.
- 10. Displaying or transmitting Content that violates applicable local, state or federal law or regulations.

Nothing in this Policy prohibits you from discussing the terms and conditions of your employment to the extent protected by federal law or otherwise displaying or transmitting Content that is protected by applicable federal, state or local law.

Enforcement: A Major League Player who violates this policy may be subject to discipline for just cause by either his Club or the Commissioner.



MEMORANDUM

TO: ALL MAJOR LEAGUE CLUBS

ALL MLB ENTITIES

FROM: Office of the Commissioner

DATE: April 26, 2024

RE: MLB POLICY ON SPORTS BETTING

This bulletin sets forth Major League Baseball's updated policy with respect to sports betting, supplementing the betting restrictions in Major League Rule 21 in order to protect the integrity of our sport as legalized sports betting expands across the country. This bulletin must be distributed to all central baseball and Club employees. This bulletin supersedes the "MLB Policy on Sports Betting" dated May 20, 2022. A separate bulletin addresses the rules regarding Club commercial arrangements with sportsbook operators (the "Commercial Sports Betting Policy").

I. Scope of the Policy

This policy covers the following groups of individuals (collectively, "Baseball Personnel"):

- **A.** "Club Personnel" means any director, officer, or employee (whether full-time, part-time, or seasonal) of any Club, or any independent contractor of any Club who has direct access to players or any Club or player nonpublic information (e.g., Club physicians and clubhouse security personnel). Policies applicable to unionized players are set forth in separate collectively bargained policies.
- B. "MLB Personnel" means any employee of any central baseball entity, including, without limitation, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P., The MLB Network, LLC, and Tickets.com, LLC, or any independent contractor of any central baseball entity who has direct access to players or any Club, player, or league nonpublic information.

C. "Club Owners" means any owner (whether direct or indirect, or as sole proprietor, shareholder, member, general or limited partner, or trustee) of any Club.¹

II. Prohibited Conduct by Baseball Personnel

- A. No Betting on Baseball. Baseball Personnel may not bet on any professional or amateur baseball games (including, without limitation, Major League Baseball, Professional Development League, international, college, high school, and youth games) (hereinafter referred to as "Baseball Games") or events (including, without limitation, home run derbies, all-star games, skills competitions, player transactions and player drafts) (hereinafter referred to as "Baseball Events"). To be clear, this prohibition covers all bets on Baseball Games or Baseball Events, including, without limitation, bets on game outcomes, player performance, team performance, postseason qualification, postseason results, all-star events, home run derbies, actions that occur during games or events, player transactions, individual awards, and the draft. See also Major League Rule 21(d).
- **B. Proxy Betting.** Baseball Personnel may not ask others to place bets on their behalf or otherwise benefit financially from, facilitate, or assist with bets placed by others (whether or not those bets are on Baseball Games or Baseball Events). To be clear, Baseball Personnel may not place bets on any sport through another person's sports betting account.
- C. Fantasy Games. Baseball Personnel may not participate in, ask others to participate on their behalf, assist any third party with, or otherwise benefit financially from any baseball-related fantasy games (e.g., daily fantasy, season-long fantasy, or NFT-based fantasy) in which prize money or other things of value are available to participants. Baseball Personnel may participate in legal fantasy games relating to sports other than baseball for prizes or other things of value.
- **D. Illegal Sports Betting.** Baseball Personnel may not place illegal sports bets. Illegal sports bets include sports bets placed in jurisdictions

Restrictions applicable to beneficial owners of Clubs (including trust beneficiaries) who have no involvement in the governance or operations of the Club will be determined on a case-by-case basis by the Commissioner.

where sports betting is not yet legal, and sports bets placed through bookies or illegal offshore sportsbooks (even if the bettor is in a jurisdiction where sports betting is otherwise legal). See also Major League Rule 21(d)(3).

- E. Betting on Sports Other Than Baseball. Baseball Personnel may place legal bets on sports other than baseball in jurisdictions where sports betting is legal, provided that the person placing the bet is eligible under applicable law to place the wager. Baseball Personnel who decide to bet on sports other than baseball should always do so responsibly. For questions or concerns about a personal gambling problem, contact the National Problem Gambling Helpline by calling 1-800-GAMBLER or chatting with a helpline specialist at www.ncpgambling.org/chat. These resources are free, confidential, and available 24/7.
- F. Game Fixing. Baseball Personnel are prohibited from influencing or manipulating (or attempting to influence or manipulate) any Baseball Game or Baseball Event so that the final outcome or any other outcome or aspect of the game or event is fully determined by anything other than its merits. Baseball Personnel violate this rule by engaging in any activity that is motivated, in whole or in part, by an intent to influence the final outcome or any other outcome or aspect of a Baseball Game or Baseball Event, irrespective of whether they benefit financially from their wrongful conduct. Baseball Personnel shall also be in violation of this rule by failing to report any attempt to solicit them to influence or manipulate any aspect of a Baseball Game or Baseball Event, or any information they receive regarding potential violations of this rule. See also Major League Rule 21(a).
- G. No Tipping or Disclosure of Confidential Information. Confidential information, including nonpublic information regarding player health, rosters, lineups, transactions, discipline, or umpires, may be sought by individuals looking to exploit such information in sports betting markets. Baseball Personnel are prohibited from disclosing such confidential information regarding their Club, their Club's Professional Development League affiliates, MLB, or any professional or amateur baseball team or league, to any person unless authorized to do so under the policies of both their Club and MLB. Baseball Personnel must exercise care not to unintentionally disclose confidential information to individuals who seek to utilize that information to place wagers.
- **H.Performance of Services Related to Sports Betting.** Except as may be permitted pursuant to Section IV.B, Baseball Personnel may not

perform services in any capacity related to sports betting for any third party (including, without limitation, consulting or advising on sports betting issues, or advertising, promoting or endorsing sports betting products or services) unless: (i) the services are wholly unrelated to the operation or management of a sportsbook (e.g., restaurant employee); (ii) the services do not promote, facilitate, or otherwise relate to betting on baseball; and (iii) both the individual's Club (if applicable) and the Commissioner's Office approve of the provision of such services. Baseball Personnel should not presume that all services satisfying conditions (i) and (ii) will be approved by the Commissioner's Office.

Failure to abide by the rules described above will result in disciplinary action, which may include fines, suspensions, termination of employment and/or permanent ineligibility to play for, associate with or work in Major League Baseball or the Professional Development League System. The Commissioner's Office may share personal data with sportsbooks, regulators, and other third parties to help enforce the rules described above (see Exhibit A).

III. Reporting of Prohibited Conduct to the Commissioner's Office

- A. Obligation to Report Prohibited Conduct. Baseball Personnel must immediately report to the Department of Investigations any information they possess involving a violation, or suspected violation, of the rules described above, including attempts by or requests to Baseball Personnel to engage in conduct that may violate the rules.
- **B. Discipline for Failure to Report.** Failure to report such information may result in disciplinary action. Retaliation against any individual who, in good faith, reports a violation or suspected violation of the rules set forth in this bulletin, even if an investigation finds that misconduct did not occur, is prohibited.

IV. Ownership Interest in an Entity Involved in Sports Betting

Section IV.A below sets forth the restrictions on Club Personnel and MLB Personnel with respect to holding ownership or economic interests in, or serving as directors of, entities involved in sports wagering, which include, but are not limited to, casinos, racetracks,

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² Restrictions applicable to MLB Network personnel with on-air responsibilities related to sports betting will be determined on a case-by-case basis by the Commissioner.

fantasy sports companies, sportsbooks or other entities that offer or accept wagering relating to sporting events ("Sports Gaming Company"). Section IV.B below sets forth the restrictions on Club Owners (as defined in Section I.C. of this bulletin). Section IV.C below sets forth the restrictions on Clubs.

A. Club Personnel and MLB Personnel. Club Personnel (other than Club Owners) and MLB Personnel are not permitted to serve as directors of or hold direct or indirect ownership or economic interests ("Ownership Interests") in Sports Gaming Companies. The determination of whether an entity is a Sports Gaming Company will be made by the Commissioner. Notwithstanding the foregoing, and subject to Section IV.B below, Club Personnel and MLB Personnel may own shares in a Sports Gaming Company provided that the individual does not own directly or indirectly more than 1% of any class of securities (or class of other ownership interests) in such company and does not serve as an officer, director, employee, or consultant of the company.

B. Club Owners.

- 1. Restricted Club Owners. For purpose of this Section IV.B, a "Restricted Club Owner" is any Club Owner that either: (i) owns or controls (directly or indirectly) 5% or more of all equity interests in any Club; (ii) is a director, officer, employee or consultant of a Club; or (iii) has involvement in the business or operations of a Club.
- 2. Ownership Interest of Less Than 10% of Sports Gaming Company. A Restricted Club Owner may hold an Ownership Interest in a Sports Gaming Company that represents less than 10% of all equity interests of the Sports Gaming Company only if the following criteria are satisfied:
 - a. The Restricted Club Owner is not an officer or director of the Sports Gaming Company;
 - b. The Ownership Interest held by the Restricted Club Owner does not subject any Baseball Personnel (other than the Club Owner in his or her individual capacity), any Club, any PDL Club, Major League Baseball or the Professional Development League System to the licensure/regulatory requirements imposed on the Sports Gaming Company by any government authority;
 - c. The Restricted Club Owner does not have any day-to-day involvement in the business or operations of the Sports Gaming Company that relate to or involve betting on Baseball Games or Baseball Events:

- d. The Restricted Club Owner and the Sports Gaming Company has put in place safeguards approved by the Commissioner to ensure that no confidential or proprietary information relating to Major League Baseball, the Professional Development League System, Major League Clubs or PDL Clubs (including, without limitation, information regarding players, transactions and league and Club business) is disclosed to any person involved in the Sports Gaming Company's sports betting operations; and
- e. The Commissioner and the Club's control person have approved in writing (i) the acquisition of the Ownership Interest in advance of such acquisition or (ii) the retention of an Ownership Interest in a company that has become a Sports Gaming Company within 90 days of such company becoming a Sports Gaming Company.

The Commissioner may impose additional criteria or modify the criteria set forth above in his or her sole discretion. Notwithstanding the foregoing, Restricted Club Owners may own an interest representing less than 1% of the total outstanding shares of a publicly traded company that is a Sports Gaming Company without having to comply with the criteria set forth in this Section IV.B.2.

- 3. Ownership Interest of 10% or Greater of Sports Gaming Company. Restricted Club Owners whose Ownership Interest in a Sports Gaming Company represents 10% or more of all equity interests of the Sports Gaming Company, or who serve as officers or directors of the Sports Gaming Company, must satisfy the criteria set forth in (i) Section IV.B.2(b)-(e) above, (ii) *either* clause (a) *or* clause (b) below, and, (iii) to the extent the Restricted Club Owner intends to serve as an officer or director of the Sports Gaming Company, clause (c) below.
 - a. The Sports Gaming Company does not directly or indirectly conduct, offer, accept, or facilitate the following types of sports bets:
 - Wagers involving the Restricted Club Owner's Major League Club (including wagers involving that Major League Club's opponents in particular games);
 - ii. Wagers on the All-Star Game, Home Run Derby or any other Baseball Event;

- iii. Wagers involving PDL Clubs affiliated with the Restricted Club Owner's Major League Club (including wagers involving those PDL Clubs' opponents in particular games);
- iv. Wagers involving PDL Clubs in which the Restricted Club Owner has an ownership or economic interest (including wagers involving those PDL Clubs' opponents in particular games); and
- v. Wagers related to the performance of any player on the Restricted Club Owner's Major League Club, PDL Club (if any) or Professional Development League affiliates of such Major League Club (including wagers related to the performance of players on teams opposing the applicable Club in particular games).
- b. All of the Sports Gaming Company's sports gaming activities are administered by an independent third party that:
 - i. is an Approved Sports Betting Operator, as that term is defined in the Commercial Sports Betting Policy;
 - ii. has restricted the Restricted Club Owner from involvement in any of the independent third party's sports gaming activities and in any decision-making related to those sports gaming activities;
 - iii. does not have any arrangement with the Sports Gaming Company in which the Sports Gaming Company receives a share of the profit or gross gaming revenues (i.e., net win) of the independent third party related to Baseball Games or Baseball Events; and
 - iv. has submitted the proposed commercial arrangement with the Sports Gaming Company to the Commissioner's Office prior to execution, and such arrangement has been approved by the Commissioner's Office.
- c. The Commissioner and the Club's control person have provided advance written approval for the Restricted Club Owner serving as an officer or director of the Sports Gaming Company.
- **4. Other Club Owners.** A Club Owner who is not a Restricted Club Owner under the definition set forth in Section IV.B.1 above may hold an Ownership Interest in or serve as an officer or director of a Sports Gaming Company if (a) written approval is given by the Commissioner prior to the acquisition of the Ownership Interest or the Club Owner becoming an officer or director of the Sports

Gaming Company and (b) the Club Owner complies (and remains in compliance) with any conditions imposed by the Commissioner as a prerequisite for approving the acquisition of the Ownership Interest and/or service as an officer or director of the Sports Gaming Company.

- C. Clubs. Clubs may not hold an Ownership Interest in a Sports Gaming Company that offers or accepts wagers on sporting events. Clubs may hold an Ownership Interest in other Sports Gaming Companies if (a) written approval is given by the Commissioner prior to the acquisition of the Ownership Interest and (b) the Club complies (and remains in compliance) with any conditions imposed by the Commissioner as a prerequisite for approving the acquisition of the Ownership Interest in the Sports Gaming Company.
- **D. Disclosure Requirement.** Each Club must disclose any Ownership Interest in, or any position with, a Sports Gaming Company held by Club Personnel, Club Owners or the Club in its annual Statement of Club Ownership & Affiliations. See also MLR 20(h). Any Club Owner or Club holding an Ownership Interest in, or a position with, a Sports Gaming Company must provide a certification on an annual basis attesting that the criteria for holding such an interest or position have been, and continue to be, satisfied.

This bulletin may not cover all future questions and proposals. If necessary, the Commissioner will review each matter on its own merits and make case-by-case determinations.

If you have any questions regarding Sections I-III of this bulletin, please contact Bryan Seeley, Quest Meeks, or Leo Villalobos. If you have questions regarding Section IV, please contact Chris Brumm or Julia Gaffin Vogel.

Exhibit A

NOTICE TO U.S.-BASED EMPLOYEES

MLB collaborates with regulators, integrity service providers, and sports betting operators (collectively, "Integrity Partners") in the U.S. and parts of Canada to protect the integrity of the sport and enforce MLB's Policy on Sports Betting. To that end, <u>MLB plans to share certain personal information about Baseball Personnel with select Integrity Partners</u>.

What personal information do you share?

For now, we plan to share your full name, date of birth, and the last four digits of your social security number (or social insurance number for Canadians). We will attempt to share your last four digits of social security only in a hashed and encrypted form that cannot be decrypted by third parties. In the future, we may decide to share more information. If that happens, we will let you know.

What do MLB's Integrity Partners do with my personal information?

We require that Integrity Partners use the information we provide only to help us enforce MLB's Policy on Sports Betting. For example, sports betting operators may block sports betting accounts matching your personal information from betting on baseball or playing real money fantasy baseball games. If certain sports betting operators are not able to preemptively block relevant accounts from betting on baseball, they may use your information to identify and report prohibited bets after they are placed. Appropriate investigation and disciplinary action may follow, up to and including permanent ineligibility to associate with or work in Major League Baseball or the Professional Development League System.

How will my personal information be protected?

All Integrity Partners we share personal information with must sign data sharing agreements requiring them to protect your personal information and keep it confidential using at least the same degree of care we use to do the same. We will not permit Integrity Partners to sell your data or use your data for any commercial purpose outside of helping us enforce our Policy on Sports Betting.

Questions?

If you have any questions about this notice, please feel free to contact Leo Villalobos by emailing <u>Leonardo.villalobos@mlb.com</u>.



ANTI-HAZING & ANTI-BULLYING POLICY

Major League Players

I. Definitions

A. Covered Individuals. All players who are represented by the Major League Baseball Players Association.

B. Prohibited Conduct.

- 1. Bullying: Players may not engage in a pattern of verbal or physical conduct that is designed to demean, disgrace, or cause mental or physical harm to a member of his Club (including non-playing personnel).
- **2. Rookie Hazings, Pranks and Player Rituals:** Players may not engage in Rookie "hazing" or "initiations" or other Clubhouse rituals that: (i) may be viewed as derogatory, offensive or insensitive to individuals (including other Players, business partners, fans, *etc.*) based on race, color, ancestry, sex, sexual orientation, gender identity and expression, national origin, age, disability, or religion; (ii) violate the rules and policies of the Club or Major League Baseball; (iii) involve the destruction, misappropriation or vandalism of personal property, or (iv) are disruptive to the operations of the Club, the stadium or non-playing personnel.

A non-exclusive list of conduct that violates this policy includes:

- a. Engaging in a pattern and practice of humiliating, degrading, embarrassing, taunting or harassing a teammate, or subjecting a teammate to unwanted physical contact.
- b. Encouraging other Players to taunt, humiliate, harass or degrade a teammate with the intent of causing him mental anguish or distress.
- c. Requiring, coercing, or encouraging a teammate as part of an "initiation" ritual, prank or Rookie hazing to engage in any off-field conduct that is illegal or places him in physical danger.
- d. Requiring, coercing or encouraging Players to engage in "initiation" rituals or pranks that include conduct that may be viewed as offensive by the Player or others, such dressing up as women or wearing costumes that may be offensive to individuals based on their race, sex, nationality, age, sexual orientation, gender identity and expression, or other characteristic.

- e. Requiring, coercing or encouraging Players as part of an "initiation" ritual, prank or Rookie hazing to consume alcoholic beverages or any other kind of drug, or requiring the ingestion of an undesirable or unwanted substance (food, drink, concoction).
- f. Requiring, coercing or encouraging Players as part of an "initiation" ritual, prank or Rookie hazing to engage in physically abusive or excessive exercise, or any conduct that places the Player in risk of bodily injury.
- g. Destroying, vandalizing or misappropriating the property of another Player or the Club as part of an "initiation," prank, ritual or Rookie hazing.
- C. Voluntariness Not An Excuse. A player's actual or perceived willingness to participate in Prohibited Conduct does not excuse the activity from being considered a violation of the Policy.
- **D. Rookie Initiation Rituals.** If Players on a Club have certain rituals for Rookies or Players new to the Club that they believe do not violate this Policy, they should consult with their field manager, General Manager or Assistant General Manager before engaging in the conduct. The purpose of this policy is not to prohibit all traditions regarding Rookies or Players, but rather to prohibit conduct that may cause some Players physical or mental anguish or harm, may be offensive to some Players, Club staff, or fans, or are distracting to the operation of the Club or MLB.
- **II.** This Policy supplements and/or clarifies the "Workplace Code of Conduct: Harassment & Discrimination," which prohibits, among other things, "bullying" and/or "[d]emeaning comments about someone's race, sex, color, religion, national origin, age, disability, ancestry, gender identity, military veteran status, or sexual orientation, including offensive names or phrases."





WORKPLACE CODE OF CONDUCT: HARASSMENT & DISCRIMINATION

MLB does not tolerate harassment or discrimination based on race, sex, color, religion, national origin, age, disability, ancestry, gender identity and expression, military veteran status, or sexual orientation.

MLB'S PRINCIPLES:

Harassment and discrimination are against MLB's values and will not be tolerated anywhere in the Major or Minor Leagues.

Sportsmanship means helping all players and other employees perform their best, regardless of race, color, religion, national origin, sexual orientation or gender identity, so the team can play its best.

IT'S PART OF YOUR JOB TO:

- RESPECT YOUR FELLOW PLAYERS AND EMPLOYEES. You may not know everything about who they are, including their sexual orientation. Without even knowing it, your words or actions could keep vour teammate from playing his best—and that hurts your team.
- REPORT MISCONDUCT. If you see an individual harassing or discriminating against someone, tell that person to stop and report it to your Field Manager,

- your General Manager, the Commissioner's Office, or the Players Association.
- BE A MODEL OF SPORTSMANSHIP. It doesn't matter if you're onfield, on-line, tweeting, or talking to reporters or fans. You're always a representative of MLB and must conduct yourself with the honor that reflects positively on the League.

WHAT IS HARASSMENT OR DISCRIMINATION?

HARASSMENT is any verbal, physical, or visual behavior directed another individual because of a protected characteristic, that (i) has the purpose or effect of creating an intimidating, hostile, degrading, humiliating, offensive or environment; or (ii) materially interferes with an individual's work performance.

DISCRIMINATION is any adverse job-related decision or less favorable treatment of an individual or group because of a protected characteristic.

The following misconduct, can be harassment or discrimination:

- Slurs. Insults. or Jokes. Demeaning comments about someone's race. color. sex. religion, national origin, age, gender disability. ancestry. identity, military veteran status, or sexual orientation, including offensive names or phrases.
- Bullying. Abusive or intimidating behavior based on race, gender, color, religion, national origin, sexual orientation or gender identity.
- Unwelcome Physical Contact.
 Unwanted touching, kissing, or grabbing, or threats or simulations of unwanted sexual contact.
- *Pornography*. Pornography on bulletin boards, lockers, or anywhere else in the workplace or locker room is unacceptable. Sending pornography to co-workers or other players by mail, email, text, social media, or any other way is unacceptable.

"Major League Baseball aspires towards a collective culture of acceptance and mutual respect for the individual differences of the people that make the game of Baseball truly unique and exceptional."

> - Robert D. Manfred, Jr., Commissioner of Baseball

"The Major League Baseball Players Association supports and promotes a discrimination-free and harassment-free workplace."

- Tony Clark, Executive Director, MLBPA

The Basic Agreement with the MLBPA states:

"The provisions of this Agreement shall be applied to all Players covered by this Agreement without regard to race, color, religion, national origin, gender identity and expression, sexual orientation, or any other classification protected under Federal Law."

WHAT IS THE WORKPLACE?

The workplace is not just the field or clubhouse. It includes any venue in personnel. which MLB Club employees, and players are engaged on behalf of the League or a Club. including the clubhouse, on the playing field, in a Club's front office, and any other location in which people working in and around the game of baseball interact. Harassment can occur in public or private. It can happen on the phone, through texting, tweeting, or email, in virtual or online spaces, in the locker room or stadium, at official Club or MLB event, social gathering, press briefing, Spring Training, or during recruiting.

MLB's workplace includes Major and Minor League players, reporters, as well as League and Club employees, including all uniformed and non-uniformed personnel.



Major League Baseball

Tampering Policy for Major and Minor League Players

The Commissioner has implemented the following policy with respect to Major and Minor League Players in accordance with Major League Rule 3(k) ("Tampering"). The full text of Rule 3(k) is set forth below:

TAMPERING. To preserve discipline and competition, the Commissioner shall maintain Tampering Policies that apply to (1) any player and any Major or Minor League Club other than the Club with which the player is under contract, or acceptance of terms, or by which the player is reserved or which has the player on its Negotiation List; (2) delineated Club employees and any Major or Minor League Club other than the Club with which the person is employed; and (3), any umpire and any baseball employer other than the baseball employer with which the umpire is under contract, or acceptance of terms.

COVERAGE:

1. *Clubs*. This Policy is binding on all Club personnel, including owners, officers, directors, officials, administrative staff, scouts, field managers, coaches, trainers, team physicians, *etc*.

2. Players and Agents

- a. Current Players. All players under contract or reservation to a Major or Minor League Club are subject to this Policy including, without limitation, any player who is eligible for free agency at the end of the season. Indeed, potential free agents are routinely questioned by the media as to their future status, and they must be extremely careful to avoid statements that might violate the rule (including, but not limited to, any interest in signing with or requesting/demanding a trade to another Club).
- b. Former Players. Any former player under contract to a Club as a coach, scout, *etc.*, who seeks new playing opportunities must avoid unauthorized contact with other Clubs, including Minor League clubs, while under contract.
- c. Agents. The Major League Baseball Players Association's agent certification regulations provide a specific prohibition against violating this Policy. Copies of this Policy have been furnished to the Association, which circulates it to all certified player agents.

PROHIBITIONS: The prohibitions contained in this Policy extend not only to actual negotiations between a player and a Club of which he is not a member, but also, with certain limited exceptions described below, to any "dealings" between them regarding employment. The prohibited conduct includes both direct and indirect contacts.

- 1. Players Under Contract Or Reserve. No direct contact of any kind between a Club and players under contract or reserve with another Club is permitted without the prior written consent of the current Club, as follows:
 - a. Written consent may be granted only if any relevant waivers are in effect that would permit the contemplated assignment of the player's contract.
 - b. When written consent is given, a copy must be sent simultaneously by email from the consenting Club to the Commissioner's Office and, if a Major League player, the Players Association.
 - c. A Club may not give oral permission (i) to one of its players (or his agent) to contact another Club, or (ii) to another Club to contact or negotiate with one of its player under reserve. A Club's attempt to grant oral permission to a player on its roster "to attempt to work out a deal with another Club" is expressly prohibited, as is any contact between such player and another Club pursuant to such attempted oral permission.
 - d. A Club may grant consent to a player to negotiate with only one Club at a time. Such permission must be limited to a period of no longer than 72 hours, by which time it will be deemed to have automatically expired. Permission may be for a shorter period and may be withdrawn early by mutual consent.
 - e. Consent may not be granted for any player on the Active List of the authorizing Club for negotiations with a Club scheduled to play the authorizing Club within the next 72 hours.
- 3. *Prohibited Indirect Contacts.* The following "indirect contacts" are prohibited by this Policy:
 - a. Public comments by a Club indicating an interest or desire in acquiring the contract or services of a player of another Club;
 - b. Public comments by a player indicating an interest or desire to contract with another Club;
 - c. Contacts between a Club and the agent of a player on another Club; and
 - d. Contacts between a Club and players of other Clubs through any third-party intermediary.

REPORTING: All violations of this Policy should be reported to the Baseball Operations Department of the Commissioner's Office.

Major League Baseball Tampering Policy for Non-Playing Personnel

In accordance with Major League Rule 3(k) ("Tampering"), the Commissioner has implemented the following Tampering Policy.

I. COVERAGE. Rule 3(k) governs negotiations between a Club and any Baseball Operations Employee of another Club, as further set forth below. For the purposes of the Tampering Policy and Rule 3(k), the term "Club" shall include all Club personnel, including owners, officers, directors, officials, administrative staff, scouts, field managers, coaches, trainers, team physicians, or any agents of the Club (e.g., executive search firms), etc. The term "Baseball Operations employees" shall include:

Senior front office personnel, including Club Presidents of Baseball Operations or General Manager, Assistant General Manager, and all positions reporting up thereto, including, but not limited to, field managers, uniformed and non-uniformed coaches, and all positions within Major and Minor League baseball operations, player development, professional and amateur scouting, training, conditioning, medical, health and performance, research & development, analytics, baseball strategy, baseball systems, player evaluation, team travel, clubhouse staff, equipment managers and assistants, baseball administration, and any other Club employees in positions that directly impact the training, selection, and quality of the players on the field.

- **II. PERMISSION REQUIREMENTS.** No Club may contact, directly or indirectly, a Baseball Operations employee of another Club to discuss potential employment without first contacting the employee's Club and requesting permission when required under this Policy. This prohibition includes both direct and indirect contacts.
 - A. **Requesting Permission**. No contact of any kind between a Club and a Baseball Operations employee of another Club regarding actual or potential employment is permitted without the prior written consent of the current Club, as follows:
 - 1. Written Request. A Club (the "Requesting Club") that is interested in discussing the subject of actual or potential employment with a Baseball Operations employee of another Club (the "Employing Club") must send a request via eBIS to the Employing Club with the name of the Baseball Operations employee, the contemplated title of the open position, the length of the requested window (which must be a minimum of seven (7) calendar days and may be a maximum of fourteen (14) calendar days), and the date and time when the Requesting Club would like to begin the window. Notwithstanding the foregoing, for prospective employees at the Assistant General Manager level and higher, Clubs must request permission to interview by completing the Employee Permissions Form for Non-Playing Personnel, which is available in eBIS and should be transmitted via email. Absent extenuating circumstances, the Employing Club should respond to a permission request within three (3) calendar

days. No response from the Employing Club shall be treated as if the request was denied.

- 2. **Granting Request**. If the Employing Club grants permission (or the grant of permission is mandatory under this Policy or the Baseball Operations employee's contract), the Requesting Club must respond accordingly using the Employee Permissions Form or the Employee Permission Request utility in eBIS, whichever is applicable.
- B. **Mandatory Permissions**. Employing Clubs are required to grant consent to a permission request from a Requesting Club in the following circumstances:
 - 1. **Expiring Contracts**. An Employing Club must grant permission to a Requesting Club if the Baseball Operations employee is in the final year of a contract, and the request for permission occurs following the completion of the Baseball Operations employee's current Club's playing season (including the postseason). However, for domestic and international amateur scouting staff, the permission window begins on September 1 of the year in which the contract is scheduled to expire.
 - 2. **At-Will Employees**. An Employing Club must permit another Club to interview a Club Baseball Operations employee if the employee is not under contract (i.e., at-will employee). The following process applies to contacts between a Baseball Operations employee who is not under contract and another Club:
 - a. A Baseball Operations employee who is not under contract may reach out to another Club to inquire about employment. However, for transparency purposes, and to avoid any appearance of conflict of interest, the contacted Club may not speak to the inquiring employee about employment until the Club provides the employee's Club with (i) notice of its intent to engage in the discussions; (ii) the time period in which the discussions will take place; and (iii) notice when the discussions conclude (which shall be within 30 days from when notice was provided during the Club's playing season or 60 days from when notice was provided during the Club's offseason.)
 - b. A Club may not contact a Baseball Operations employee of another Club who is not under contract without first providing notice to the other Club and the information required in Section B.2.a above.
 - 3. **Compensation Prohibited**. Employing Clubs are prohibited from seeking or receiving any consideration from a Requesting Club (e.g., players, draft

selections, passing over another Club's players in the Rule 5 Draft, cash, or international pool space) in connection with the granting of permission.

- 4. Former Employees who Quit/Retire. Baseball Operations employees who quit or retire during the term of a contract remain subject to the Tampering Policy, including these Permission Requirements, during the original term of that contract.
- C. Granting Release. By giving permission the Employing Club is prepared to grant an employee's request to be released from an employment contract in order to accept an offer of employment from another Club, if offered and accepted in accordance with this Policy. Clubs that release an employee from a contract that contains guaranteed salary obligations may owe termination pay (subject to the MLB Offset of Employee Compensation Policy), even if the employee requested the release for purposes of accepting an opportunity with another Club, unless (1) the employee waives termination pay in writing as consideration for the release, or (2) the Club hiring the employee agrees to pay at least as much salary as the Club granting the release was obligated to pay the employee.
- III. OTHER EMPLOYEES UNDER CONTRACT. Many Clubs have employees signed to employment contracts who are not Baseball Operations employees. To avoid potentially interfering with a Club's employment contracts, a Club must request permission to speak to an employee who is under contract to another Club. If a Club grants permission, the Clubs must agree in writing on the length of the permission window and the Club granting permission must be willing to release the employee from their contract. However, a Club must grant permission if the employee is in the final year of a contract, and the permission request is made after the Club's playing season (including the Club's participation in the postseason) has concluded.

IV. REPORTING. All violations of Major League Rule 3(k) or this Policy should be reported to the Baseball Operations Department of the Commissioner's Office.

Major League Baseball's Offset of Employee Compensation Policy

Unless otherwise provided for in the contract, an employee who is terminated under an employment contract may seek other Baseball employment. If such employee is employed by another Major League or Minor League Club in any capacity during the remaining term of the terminated contract and compensation is due from the dismissing Club for such remaining term, the following principles apply:

1. Duty To Disclose

At the time that the terminated employee accepts employment with a new Club, such employee must disclose the terms of that employment to the former Club. Likewise, a Club that has hired an employee ("hiring Club") who it knows to be receiving compensation from another Club following a termination ("dismissing Club") must promptly inform such Club of the fact that it has hired the Club's former employee and the terms of that employment.

2. Non-Duplication/Offset

The compensation due from the dismissing Club shall be reduced by the amount of compensation received from the hiring Club.

3. Fair and Reasonable Salary

a. Fair and Reasonable Salary to be Paid by Hiring Club

It shall be the duty of the employee and the hiring Club to bargain in good faith and with due diligence for "fair and reasonable" compensation for the employee's services with the hiring Club. If the dismissing Club believes that the compensation agreed upon by the employee and the hiring Club is not fair and reasonable, such Club may appeal to the Commissioner for a binding determination of the compensation properly to be paid by the hiring club.

b. Criteria of Salary Reasonableness

Whether such compensation is fair and reasonable shall be determined by the Commissioner after consideration of the following criteria:

- (1) Employee's experience, past accomplishments and compensation history;
- (2) Employee's compensation with the dismissing Club;
- (3) Compensation normally paid by the hiring Club to employees of similar experience and accomplishments in the position for which the employee was hired;
- (4) Compensation paid by other Clubs to employees in similar positions to the one for which the employee was hired;
- (5) Background of the negotiations between the employee and the hiring Club; and
- (6) Any other pertinent considerations.

c. Procedure for Determining Salary Reasonableness

If the amount of compensation contracted for by the employee with the hiring Club is alleged to be less than fair and reasonable, the Commissioner shall conduct an investigation into the matter. Procedures for the handling of disputes arising under these guidelines will be established on a case-by-case basis. If it is determined that the amount paid by the hiring Club is less than fair and reasonable, the Commissioner shall direct such Club to re-sign the employee at the level of compensation which the Commissioner establishes as fair and reasonable, and the liability of the dismissing Club to the employee, if any, shall be adjusted in accordance with the compensation so determined.

If there are questions concerning the application of the above to any particular case, please consult with the Commissioner's Office.



Employee Permission Form—Non-Playing Personnel

Pursuant to Addendum A-8 to the Major League Regulations ('Major League Baseball's Tampering Policy'), to receive permission to speak with the employee of another Club, the requesting Club should complete the information below and forward the permission form to the current Club employer. If the employing Club agrees to grant permission to the requesting Club, the employing Club should sign the form and return it via email to the requesting Club and Mallory Williamson (mallory.williamson@mlb.com) at the Commissioner's Office.

Title:

Date:

☐ Position Not

offered

Declined

Position

Club Contact:

Employer:

Signature:

Period

Expired

Accepted

Position

Club:

	ne permissio	n wind	low mus	t be a m	ninimum	of seve	osition. Pleason (7) calendar
Employee Name	Permission Granted to "Club Name"		Start Time	Time Zone	End Date	End Time	Prospective Position
Inquiring Club Contact:				Club: Title:			
Comments:							
☐ Extension Requested		Start Date	Start Time	Time Zone	End Date	End Time	Employer Initials
Extension D	Details						
Resolution:		•		•			•

Please identify the employee with whom you would like to request

Title:

Excerpt from Major League Baseball's Tampering Policy:

No contact of any kind between a Club and a Baseball Operations employee of another Club regarding actual or potential employment is permitted without the prior written consent of the current Club, as follows:

- 1. Written Request. A Club (the "Requesting Club") that is interested in discussing the subject of actual or potential employment with a Baseball Operations employee of another Club (the "Employing Club") must send a request via eBIS to the Employing Club with the name of the Baseball Operations employee, the contemplated title of the open position, the length of the requested window (which must be a minimum of seven (7) calendar days and may be a maximum of fourteen (14) calendar days), and the date and time when the Requesting Club would like to begin the window. Notwithstanding the foregoing, for prospective employees at the Assistant General Manager level and higher, Clubs must request permission to interview by completing the Employee Permission Form for Non-Playing Personnel, which is available in eBIS and should be transmitted via email. Absent extenuating circumstances, the Employing Club should respond to a permission request within three (3) calendar days. No response from the Employing Club shall be treated as if the request was denied.
- **2. Granting Request.** If the Employing Club grants permission (or the grant of permission is mandatory under this Policy or the Baseball Operations employee's contract), the Requesting Club must respond accordingly using the Employee Permissions Form or the Employee Permission Request utility in eBIS, whichever is applicable.



2025 Regular Season Game Postponement, Rescheduling & Start Times Guidelines

Throughout the 2025 regular season, Clubs should contact the Scheduling Department at the Commissioner's Office to manage any pre-game weather-related concerns, game rescheduling and/or travel issues, as follows:

Direct Phone: 212-931-7466 **Email**: BOCscheduling@mlb.com

Each Club is required to make every reasonable effort to play to completion every game as originally scheduled, even if the start time is delayed by weather. Generally, there is no limit on the length of time that the start or resumption of a game may be delayed due to weather conditions or the condition of the playing field. However, no game may begin after 12 A.M. unless the game occurs during the final series of the season between the two Clubs in the home Club's ballpark. Moreover, no curfews may be imposed on a game except for government-mandated curfews governing the jurisdiction where the home ballpark is located. In the event a time limit or curfew is in effect, the umpires shall determine that an inning or half-inning starts immediately after the third out is made in the preceding inning.

The Major League Basic Agreement (e.g., Article V(C)), Official Baseball Rules (e.g., Rules 4.04, 7.01, and 7.02), Major League Rules, and Major League Baseball Regulations (e.g., MLBR 2-5) shall govern to the extent there is a conflict with these guidelines. Furthermore, these guidelines may be amended as necessary to comply with local, state, or federal governmental regulations, or as necessary to ensure the health and safety of all participants.

A. Postponing, Calling and Suspending Games

1. Postponements Before the Start of the Game

If a game has not begun, the home Club, in consultation with the Commissioner's Office, shall make the decision whether to postpone the game because of unsuitable weather conditions, or the condition of the playing field. For a game to be postponed due to weather, the forecast must reasonably demonstrate the expectant inclement weather will not resolve in sufficient time to start the game on a playable field. The home Club should not make any public announcements regarding any postponement until authorized by the Commissioner's Office.

212.931.7800 \ www.mlb.com

During the final series of the season between the two Clubs in the home ballpark of either Club from Opening Day (Thursday, March 27th) through the final game of the championship season (Sunday, September 28th)—even if a game has not yet begun—the umpires, in consultation with the Commissioner's Office, shall be the sole authority empowered to determine whether a game shall not be started because of unsuitable weather conditions or the condition of the playing field. Any game that would require the visiting Club to return to the home Club's city on a mutual off-day to make up a game cannot be postponed and rescheduled without the prior approval of the Commissioner's Office.

2. After the Start of the Game

After the start of any game, the Umpire Crew Chief, in consultation with the Commissioner's Office, shall decide based on the facts and circumstances of the situation whether a game should be called or suspended because of weather. In the case of a straight or split doubleheader, once the first game has concluded, the Crew Chief, in consultation with the Commissioner's Office, shall decide whether the second game can be started or should be postponed due to weather conditions or the condition of the field.

Rule 7.01 ("Regulation Games") and Rule 7.02 ("Suspended Games") permit the continuation of non-regulation games (e.g., less than five complete innings) that are ended because of weather. Such games shall be treated as suspended games that will be continued at a later date (see Rule 7.02(b)) and resumed at the exact point of suspension of the original game (see Rule 7.02(h)). Any game that is suspended and rescheduled as a split doubleheader will not count towards the split doubleheader limit described in Article V(C)(1) of the Major League Basic Agreement.

With respect to Clubs that submitted and received approval on policies regarding severe weather, lightning safety, and/or lightning threats consistent with Section D of these guidelines, the home Club will consult with MLB's On-Field Operations Department, which will determine if the game should be postponed or suspended because of severe weather and/or lightning. For games in which the home Club did not submit or receive approval for such a policy, the Crew Chief shall determine whether the game should be postponed or suspended due to severe weather, lightning safety, and/or lightning threats.

3. Security Incidents

The Commissioner's Office, in consultation with the home Club and local law enforcement, shall decide based on the facts and circumstances of the particular situation whether a game should be postponed or suspended as a result of a security incident (e.g., police activity inside or in the vicinity of

the ballpark). Clubs must immediately report to the Commissioner's Office any security incident that could significantly delay or stop a game, or that poses an ongoing risk to the safety of people inside or in the vicinity of the ballpark. In such circumstances, Clubs should call the MLB Scheduling Hotline (212-931-7466) and also notify David Thomas, Senior Vice President of Security & Ballpark Operations at the Commissioner's Office (571-334-3994; david.thomas@mlb.com) immediately.

B. Rescheduling Postponed or Suspended Games

1. Official Baseball Rule 7.02

In accordance with Rule 7.02, any postponed game or game that is called (1) prior to it becoming a regulation game, (2) when the game is tied, or (3) while an inning is in progress and before the inning is completed, and the visiting team has scored one or more runs to tie the game or take the lead and the home team has not retied the game or retaken the lead, must be immediately scheduled to be resumed and/or played to a completed regulation game, as described in Rule 7.02(b). Moreover, postponed games or suspended games must be immediately scheduled to be resumed and/or played to a completed regulation game during a scheduled series between the Clubs (i.e., preceding the next scheduled game between the two Clubs), preferably on the same grounds, or on a mutual off-day. If a postponed or suspended game cannot be scheduled to be completed during the championship season in accordance with Rule 7.02(b), or the available options during the season would cause undue hardship to one or both teams, the Office of the Commissioner will determine whether and when to play or resume the game, including following the completion of the championship season, by considering all relevant factors, including whether the failure to resume and/or complete the game will materially impact the postseason.

If a postponed or suspended game cannot be rescheduled at the same ballpark in which it was originally scheduled, and the rescheduled game is played at a different ballpark, the Club that was the originally scheduled home Club shall remain the home Club for purposes of applying the Official Baseball Rules and MLB Regulations at the rescheduled game. All other responsibilities of the home Club not provided for in the Official Baseball Rules or MLB Regulations shall be the responsibility of the participating Club in whose ballpark the rescheduled game is being played. The Commissioner's Office, in consultation with both Clubs, must approve the rescheduling of a game at a different ballpark. In addition, the Commissioner's Office may relocate games to neutral sites, Spring Training sites, or other Clubs' home ballparks, as required by governmental restrictions or local ordinances, or to maintain the health and safety of participants and/or spectators.

2. Major League Basic Agreement

There are several rescheduling rules in the Major League Basic Agreement that apply to the start time of the game. For example:

- a. A game may not be rescheduled to start before Noon, except as necessary to complete the season. A game may start between Noon and 1 P.M. if both Clubs had an off day the previous day or played a game in the same city in the previous 24 hours.
- b. A game will not be scheduled to start after 5 P.M. if either Club is scheduled to play a day doubleheader the next day unless it necessary to complete the season.
- c. A game may not be rescheduled to start prior to 5 P.M. when one of the Clubs played a game the prior evening in a different city with a start time of 7 P.M. or later, unless:
 - i. the flight times for the Club playing the prior evening is 1.5 hours or less and the day game is on a holiday;
 - ii. up to six instances per season where the traveling Club is traveling to Chicago to play the Cubs and the in-flight time does not exceed 2.5 hours; or
 - iii. the day game is a rescheduled game with an in-flight time of 1.5 hours or less for either traveling Club.
- d. Off-Days. As set forth in the Basic Agreement, no game may be rescheduled to be played on a mutual off-day if it results in a Club playing more than 20 consecutive dates without an open day. However, a game may be rescheduled to an open date in or at the end of the same series, if (i) the open date is a road off-day for the visiting Club, and (ii) the rescheduling does not result in the home Club playing more than 24 consecutive dates without an open day. In addition, a game may not be rescheduled as a one-game stand unless there is no other viable alternative to complete the championship season schedule. A split doubleheader does not constitute a viable alternative for the purposes of determining whether a game may be rescheduled as a one-game stand. If the foregoing criteria are not met, approval of the Commissioner's Office (which will obtain MLBPA approval, if necessary) is required before a game may be rescheduled to be played on that mutual off-day.

If there are multiple eligible mutual off-days under consideration for the rescheduled game, the home Club may decide which date to reschedule the game. The Club should consult with the Commissioner's Office to determine which date is the more desirable option. If there are no mutual off-days or split doubleheader options that would comply with the scheduling rules of the Basic Agreement, the Club will be required to play a straight doubleheader unless it receives approval by the Commissioner's Office (which will obtain MLBPA approval, if necessary) to play a split doubleheader or on a mutual off-day. For these purposes, Clubs may not reschedule games after the conclusion of the regular season without prior approval of the Commissioner.

- e. *Travel Requirements*. During the championship season, if playing a game the following day in another city, Clubs should travel on the getaway day. Clubs may travel to a game in a different city on the same day of that game, provided any of the following apply:
 - i. The game is a Special Event game pursuant to Article XV(O) of the Basic Agreement;
 - ii. The game is in a shared market for which the visiting Club will not require hotel rooms (i.e., Baltimore — Washington, Chicago (NL) — Chicago (AL), Los Angeles (NL) — Los Angeles (AL) or New York (NL) — New York (AL).
 - iii. Travel challenges, such as weather or mechanical issues, prevent a Club from arriving until the day of a game. In the event such challenges occur, the impacted Club should promptly contact the Office of the Commissioner Scheduling Hotline (bocscheduling@mlb.com or (212) 931-7466); or
 - iv. The Club submits a viable travel plan to the Office of the Commissioner (<u>bocscheduling@mlb.com</u>) that provides for a departure time that permits the Club to arrive in time to begin the game, even in the event of weather or mechanical delays. Such plan must also provide for an alternate mode of transportation in the event of unanticipated travel issues.

If the home Club's proposed rescheduling violates a scheduling rule in the Basic Agreement, the home Club must receive approval from the visiting Club and the MLB Scheduling Department, which will secure any necessary approvals from the MLBPA, prior to proceeding. The Club should not make any public announcements regarding a rescheduled game until authorized by the Commissioner's Office.

3. Format of Rescheduled Games

Whenever possible, games should be rescheduled in the current series unless approved by the Commissioner's Office. If the rescheduled game is not scheduled in the current series, it will be scheduled in the next home series between the two Clubs. If neither option is available, the game should be rescheduled on the next mutual off-day (in the home ballpark). Any games rescheduled on a mutual off-day require authorization from the Commissioner's Office. Only in extraordinary circumstances will games originally scheduled prior to September be approved by the Commissioner's Office to be rescheduled during September. In addition, the Commissioner's Office will continue to make every effort to avoid the loss of any gates, but "competitive considerations" will not be a sufficient reason to support rescheduling games to September when alternatives are available (either within the existing series or on a mutual off-day prior to September).

Consistent with these guidelines, the home Club shall choose the date and format of the rescheduled game, with the approval of the Commissioner's Office, and in consultation with the visiting Club.

- a. Straight Doubleheader. A game may be rescheduled as a straight doubleheader on any future matchup between the Clubs in the same ballpark without restriction.
- b. *Split Doubleheader*. The home Club may reschedule a game as part of a split doubleheader, provided that all three criteria below are met:
 - Neither Club has played or has been rescheduled to play three split doubleheaders in that season (exclusive or any splits in the original schedule) at either home or on the road;
 - ii. At the time of the postponement the number of ticket sales for the game exceeded the number of comparable tickets available to be exchanged by the Club for the balance of the season (including if any section of seating in the park does not have availability) to exchange tickets, provided documentation showing the inability to exchange tickets is submitted to the Commissioner's Office prior to seeking approval to play a split doubleheader); and
 - iii. Both the postponed and rescheduled game occur in the final series between the Club's at the Club's home ballpark.

If all three of the foregoing criteria are not met, approval of the Commissioner's Office is required before the home Club may reschedule the game as a split doubleheader.

In addition, the Commissioner's Office reserves the right to determine whether there is an appropriate amount of time between games of a split doubleheader and/or the split doubleheader complies with all Basic Agreement scheduling rules and national broadcast windows.

NOTE: All doubleheaders (either straight or split) will consist of two regulation nine-inning games.

c. Additional Player Rule for Doubleheaders. In accordance with Major League Rule 2(b)(2)(A), Clubs are permitted to add an additional player to their roster for any doubleheader occurring before September 1, 2025. Please review Rule 2(b)(2)(A) for additional details regarding eligibility and procedure for additional players.

In the event additional player is permissible under Rule 2(b)(2)(A)(i) (i.e., a doubleheader that is scheduled as a result of a postponed game earlier in the same series if the rescheduled game takes place the day following the announcement to reschedule the postponed game), and both Clubs agree to use an additional player in the first game of any doubleheader, both Clubs must e-mail doubleheader@mlb.com within one (1) hour of the official rescheduling notice from the MLB Scheduling Department to confirm their agreement to use an additional player in the first game. In the event an email notification is not provided by both Clubs within one (1) hour from the official rescheduling notice from the MLB Scheduling Department, an additional player will not be allowed for either Club in the first game of the doubleheader. Please reach out to Jeff Pfeifer (jeff.pfeifer@mlb.com) or Garrett Horan (garrett.horan@mlb.com) in MLB Baseball Operations if you have any questions regarding the rules governing an additional player for doubleheaders.

4. Non-MLB Events

Rescheduling MLB games that are postponed will take priority over non-MLB events. If the home Club has booked a non-MLB event on the best date to reschedule an MLB game that is postponed, the Commissioner's Office will ask the home Club to cancel or postpone the non-MLB event. If the Club does not cancel or postpone the non-MLB event, the Commissioner's Office may determine, without the approval of the home Club, that the game be played on that date in the home ballpark of the visiting Club or another neutral site.

In addition, all non-MLB events for the entire 2025 calendar year (January 1st — December 31st) should be entered into the BATTER portal (batter.mlb.com). Clubs should continue to submit events into the portal throughout the season if they add or make updates to their existing non-baseball events.

C. Start Time for Originally Scheduled Games

Home Clubs have the authority to determine game times, subject to review and approval by the Commissioner's Office, to ensure compliance with the Basic Agreement, national broadcast contracts, and the travel circumstances of either Club. Once the official game time schedule is publicly released, Clubs may not change the start time of an originally scheduled game by more than 30 minutes without the approval of the Commissioner's Office and the visiting Club.

Approval by the Commissioner's Office over the objection of a visiting Club may only be granted in unusual circumstances that prevent the game from being played at the originally scheduled time.

D. Severe Weather Policy

Official Baseball Rules 4.03 and 4.04 permit each Club, at their individual discretion, to set a Club Severe Weather Policy ("Policy") for games played at their home ballpark. The rules are intended to permit Clubs to create a Policy to address each Club's unique geographical circumstances. Please be advised that, once a Policy is enacted, it will be in effect for all championship season games, from 30 minutes prior to the start of batting practice through the conclusion of the game. If the weather and circumstances fall within the parameters of a Policy, the Policy will govern the length of the delay and when, if at all, the game may be started or resumed. Please refer to these guidelines for further information regarding how Severe Weather Policies impact regular season game postponement, rescheduling, and start times.

For the purposes of the Official Baseball Rules, thunderstorms producing lightning and other elements including damaging winds, tornadoes, large hail, flooding and flash flooding will be considered severe weather. The Commissioner's Office will work with an independent forecasting service that is designated to monitor severe weather that could impact championship season games. In the event there is severe weather within the parameters submitted in any Club's individual Policy, the independent forecasting service will notify the representatives of the Commissioner's Office and the Club's designated contact for these situations, so any appropriate precautionary action may be taken to ensure the safety of Club personnel, umpires, media and fans.

If your Club will be submitting a Policy for the 2025 championship season, please ensure that it includes guidelines regarding the following areas:

1. Club Policy Designee

The Club should designate a contact person(s) to interact with the Commissioner's Office and independent weather service regarding the

enforcement of the Policy. That designee will be responsible for facilitating implementation of the Policy with respect to Club personnel, umpires, media and fans.

2. Warning Threshold

The Club should designate the distance (radius in miles) at which they shall receive a warning from the independent weather service that severe weather and/or lightning is approaching the ballpark. When the warning threshold is reached, the independent weather service will notify the designee(s) identified in the Policy and the Commissioner's Office that severe weather is in the area of the ballpark. The Club Policy designee(s) should prepare their Grounds Crew and Stadium Operations staff to be ready to cover the Playing Field and relocate fans and personnel within the ballpark.

3. Delay Threshold

The Club should designate the distance (radius in miles) from the ballpark at which, should severe weather and/or lightning occurs within that radius, the game should be delayed. Once severe weather and/or lightning occurs within the delay threshold radius, the independent weather service will notify the Club Policy designee(s) and Commissioner's Office. At that point, the Umpires should be notified to clear the teams from the field and inform both managers that the game is being delayed due to severe weather in the area. The Home Club should communicate to the fans that the game has been delayed due to severe weather and provide instructions via a public address announcement and a scoreboard message if there is a need to evacuate the seating areas and proceed to an in-stadium shelter area.

4. Resumption Threshold

The Club should designate the length of time (in minutes) from the last occurrence of severe weather and/or lightning or the distance (radius in miles) outside of which the severe weather and/or lightning is occurring in order for the game to resume. As with all weather delays, the Umpires will work with the Commissioner's Office to determine whether to start, resume or call a game, depending on the facts and circumstances of the particular situation. The general guidelines to be used by the Commissioner's Office and the Umpires before resuming play will be that severe weather and lightning must be out of the delay threshold surrounding the ballpark, and the other weather conditions do not render the game and/or field otherwise unplayable.

Any Club seeking to create a Policy for the 2025 season should submit the foregoing information to the MLB On-Field Operations and Scheduling Departments on or before Monday, March 24. If your Club submitted a policy for the 2024 season, you must resubmit a policy if you would like one in place for the 2025 season.

F. Air Quality Index (AQI)

The Office of the Commissioner (in consultation with the MLBPA), in its discretion, will have the sole authority to postpone, call or suspend a game due to Air Quality Index (AQI). Clubs should contact the MLB Scheduling Department (bocscheduling@mlb.com; 212-931-7466) if there are concerns about the AQI on a given date during the season.

MEMORANDUM

TO: ALL MAJOR LEAGUE CLUBS

ALL CLUB MARKETING, SALES AND SPONSORSHIP

EXECUTIVES

ALL CLUB COUNSEL ALL MLB ENTITIES

FROM: Office of the Commissioner

DATE: March 25, 2025

RE: COMMERCIAL ARRANGEMENTS WITH SPORTS

BETTING OPERATORS, LEGALIZED GAMING ENTITIES AND FANTASY SPORTS COMPANIES

This bulletin sets forth Major League Baseball's policy regarding commercial agreements between Clubs and operators of sportsbooks, legalized gaming entities and fantasy sports companies. This bulletin supersedes the "Commercial Arrangements with Sports Betting Operators, Legalized Gaming Entities, and Fantasy Sports Companies" regulations dated March 1, 2024. A separate bulletin issued on April 26, 2024, as may be amended from time to time, addresses MLB's general policies with respect to sports betting.

As a reminder, all Club commercial arrangements with sports betting operators, legalized gaming entities and fantasy sports companies must be submitted to the Commissioner's Office for review and approval.

Please note that, pursuant to Section I(A)(2)(ii) hereof, each season the Commissioner's Office will issue a separate set of guidelines setting forth a comprehensive list (including examples) of permitted in-venue, broadcasting and digital assets that will apply to Major League Club commercial arrangements with sports betting operators for the upcoming championship season (the "Permitted Activation Guidelines"). The Permitted Activation Guidelines for the 2025 championship season is being distributed concurrently with this bulletin. If you have questions regarding what activations are permitted under this policy or the then-current Permitted Activation Guidelines, please contact Kenny Gersh (kenny.gersh@mlb.com), Japko (matt.japko@mlb.com), Harry McNeil or (henry.mcneil@mlb.com).

I. Club Commercial Arrangements with Sports Betting Operators

A. Commercial Agreements

- 1. Approved Sports Betting Operators. Subject to the provisions of the Major League Baseball Interactive Media Rights Agreement ("IMRA") and the Major League Baseball Agency Agreement (the "Agency Agreement"), and the restrictions set forth in this bulletin, a Club may enter into a promotional, marketing or sponsorship arrangement with an entity that is directly or indirectly engaged in operating a sportsbook (a "Sports Betting Operator") only if (a) the entity is determined to be an "Approved Sports Betting Operator" by the Office of the Commissioner of Baseball ("BOC") at the time the Club enters into the arrangement, and remains an Approved Sports Betting Operator at all times during the pendency of the arrangement, or (b) otherwise approved in writing by the BOC. The determination as to whether an entity is a Sports Betting Operator will be made by the BOC in its sole discretion. The BOC will designate an entity as an Approved Sports Betting Operator that may enter into commercial arrangements with a Club only if the entity, unless approved otherwise by the BOC:
 - (i) is properly licensed to offer sports betting in at least one U.S. state (or the District of Columbia) or Mexican state or Canadian province within such Club's Home Television Territory ("HTT");
 - (ii) conducts sports betting activities in full compliance with applicable laws in the jurisdictions where all such activities occur;
 - (iii) exclusively uses, on a worldwide basis and for all purposes (including settling wagers), data (e.g., statistics and other information) from MLB games and MLB sponsored tournaments and events that is licensed by MLB (herein referred to as "Official League Data"), and has entered into a licensing agreement with MLB (or an entity authorized by MLB) for the purchase of Official League Data; and
 - (iv) has provided the BOC with an executed Annual Certification for Approved Sports Betting Operator in the form attached hereto as Exhibit A for the then-current calendar year.
- 2. Permitted Terms in Commercial Arrangements. Subject to the restrictions set forth in Section I(A)(3) below, a Club may enter into a commercial arrangement with an Approved Sports Betting Operator that includes the same rights as permitted under IMRA and the Agency Agreement for other categories with the following caveats:

- (i) All activations under the agreement must be confined to the Club's HTT, and, during Spring Training, the Club's Spring Training facility and the immediately surrounding area (i.e., the sidewalk that abuts the stadium). Notwithstanding the foregoing, a Club may grant an Approved Sports Betting Operator the right to promote travel to visit the Approved Sports Betting Operator's retail locations (e.g., casinos) located outside of the Club's HTT with prior approval of the BOC.
- (ii) With respect to physical in-venue assets, as well as in circumstances in which a Club may be authorized by MLB under IMRA to place local sponsor advertising on MLB's digital assets, Clubs must adhere to the BOC's guidelines for the placement, content and prominence of such sports betting advertising that will apply to both national and local sponsors, including any such guidelines set forth in the then-current Permitted Activation Guidelines.
- **3. Prohibited Terms in Commercial Arrangements.** A Club may not grant an Approved Sports Betting Operator a license or authorization to do any of the following in a commercial arrangement:
 - (i) use any current players or other Club employees (including, without limitation, the person's name, likeness, image and attributes) in any advertising, promotion or marketing activity;¹
 - (ii) use any former players (including, without limitation, the person's name, likeness, image and attributes) in any advertising, promotion or marketing activity unless (i) such former player is not a current employee of Major League Baseball or any Club, (ii) such advertising, promotion or marketing activity does not associate such former player with any Club Intellectual property (e.g., the player does not appear in uniform and there is no use of historical video or other imagery that includes Club intellectual property) and (iii) such advertising, promotion or marketing activity is approved in advance by the BOC; provided, however, that an analyst participating in a pre-game or post-game show associated with

¹ To the extent that an Approved Sports Betting Operator seeks to use the name, image or likeness of multiple current players in any advertising, promotion or marketing activity pursuant to a license with the Major League Baseball Players Association, please reach out to the BOC for guidance.

- an MLB game that is a former player shall not be prohibited from participating in a pre-game or post-game show sports betting segment otherwise permitted by this bulletin;
- (iii) (a) except as may otherwise be permitted by the BOC, promote live odds or betting lines in a Club's stadiums or facilities other than (x) in a specially-designated area (e.g., restaurant, bar or lounge sponsored by an Approved Sports Betting Operator) or (y) in other areas as may be permitted by the BOC from time to time, or (b) use Club intellectual property to promote live odds or betting lines in any online or offline activation; provided, however, that in no event shall player-specific odds or player-focused betting markets be displayed in any area of a Club's stadiums or facilities visible to players or field staff during game play (e.g., scoreboards, LED ribbons, clubhouses and dugouts);
- (iv) promote or advertise sports betting in non-public areas in a Club's stadiums or facilities utilized by players (e.g., dugouts and clubhouses) or on items used by players (e.g., water bottles and towels);
- (v) engage in advertising or activations that, as defined by applicable law, target minors or other individuals who are not permitted to bet;
- (vi) become the primary naming rights sponsor to any of a Club's stadiums unless approved by the BOC;
- (vii) purchase advertising during the telecast, radio or digital broadcast of a Club's games that does not comply with Section I(B) of this bulletin; or
- (viii) otherwise engage in any promotion or marketing activity not explicitly authorized in the then-current Permitted Activation Guidelines.

In addition, Clubs may not agree with Approved Sports Betting Operators, or any other third parties, to provide any account, description, statistics, data, video, audio, pictures or other information about any baseball game or event ("Game Information") for use in sports betting, or to authorize any entity to collect such Game Information. All Game Information for use in sports betting will be made available to sports betting operators exclusively through agreements with MLB or its authorized designees. The BOC will

continue to communicate with Clubs regarding steps that the Clubs should take in order to prevent third parties from collecting Game Information in their stadiums or other facilities without authorization from the BOC.

4. In-Stadium Sportsbooks.

- (i) Retail sports betting (e.g., betting kiosks or windows) is prohibited inside a Club's stadium. Fans are permitted to use their own mobile devices to place wagers while in the stadium, and a Club may contract with an Approved Sports Betting Operator to sponsor or brand an area in the stadium (e.g., restaurant, bar or lounge) in which fans can place wagers online using their own mobile sports betting accounts. Sports betting related content (e.g., posting of odds) may be displayed in the designated area, provided that responsible gaming messaging is prominently displayed and access to any such area is restricted to fans who are at least 21 years of age.
- A Club may lease or convey property owned or otherwise (ii) controlled by the Club or any Club related party to an Approved Sports Betting Operator to operate a sportsbook provided: (1) the location of the sportsbook is approved by the BOC (and cannot be in a location requiring a ticket to access); (2) the Club has no involvement in the operation of the sportsbook: (3) the branding of the sportsbook cannot create the appearance that the Club (as opposed to the Approved Sports Betting Operator) is operating the sportsbook; and (4) the financial terms of the transaction comply with Section I(A)(5) below. In order to be an approved location, the area of the sportsbook containing any betting kiosks or windows must be located outside of the footprint of the stadium, although it may be adjacent to or abut the stadium and be accessible to the general public. A Club may permit entry from the stadium into any area outside the footprint of the stadium containing any betting kiosks or windows, or from such area into the stadium, at any point, including during a Major League Baseball event.
- (iii) To the extent that state or local law confers on a Club the right to select, designate, grant or convey authorization to a sportsbook to offer mobile or retail sports betting in the Club's stadium zone or district, the Club may enter into an arrangement with an Approved Sports Betting Operator to offer such wagering provided that the arrangement complies with all other provisions of this bulletin.

- 5. Financial Terms. Clubs may not enter into an arrangement with an Approved Sports Betting Operator in which they receive a share of the profit or gross gaming revenues (i.e., net win) of the operator that are based on wagers on any game, person, event or other activity associated with professional or amateur baseball, including, without limitation, Major League Baseball, Professional Development League, college, high school, youth or international games, and any player associated with the same (including the performance of any player), and home run derbies, all-star games, skills competitions, player transactions, player drafts and tournaments ("Baseball Bets"). However, Clubs may enter into arrangements with Approved Sports Betting Operators (a) that provide for the payment of a fixed sum for the rights granted or fees based on customer referrals and acquisition, (b) in which they receive a share of the handle (i.e., total amount wagered) or (c) in which they receive a share of the profit or gross gaming revenues (i.e., net win) of the operator that does not include profits or gross gaming revenues based on Baseball Bets if, in each case: (i) the arrangement is permitted under applicable law; (ii) the arrangement does not subject the Club, any central baseball entity, or any Club or central baseball entity personnel to licensure requirements under any sports betting statutes or regulations; and (iii) the arrangement is preapproved by the BOC.
- 6. Arrangements with Third Parties Promoting Sports Betting. Unless approved in advance by the BOC, Clubs may not enter into any arrangement with a third party for the promotion of a brand, product or service that is intended to drive users to sports wagering offered by any Sports Betting Operator. By way of example, a Club generally may not use its intellectual property or assets to promote a website or application if a purpose of the website or application is to direct its users to any Sports Betting Operator (referred to as "affiliate marketing"). The BOC will review the terms of proposed arrangements on a case-by-case basis and will consider factors such as whether the Sports Betting Operator(s) affiliated with the proposed business partner are Approved Sports Betting Operators. Except as otherwise permitted pursuant to Section I(A)(1) above, in no event may a Club promote a brand, product or service that is in any way associated with a Sports Betting Operator that is not an Approved Sports Betting Operator.
- 7. "Free to Play" Games. Clubs' right to offer fans in-stadium predictive games without any elements of sports wagering shall continue to be governed under the provisions of IMRA and the

Agency Agreement. To the extent such games are used to promote or advertise third-party sports betting sites, such advertising or promotion must comply with this bulletin, including Section I(A)(6) above.

- **8. Required Public Service Messaging.** Clubs that conduct in-stadium promotions or advertising for sports betting must simultaneously display on their primary scoreboard a message regarding responsible gaming that is approved in advance by the BOC.
- 9. Commercial Arrangements Must Be Pre-Approved by the BOC. A Club that seeks to enter into a commercial arrangement with any Sports Betting Operator must submit the agreement to the BOC before it is executed to ensure that the Sports Betting Operator and the terms of the arrangement with the Sports Betting Operator comply with this bulletin and other applicable MLB policies.

B. Advertising During the Telecast, Radio and Digital Broadcasts of MLB Games

- 1. Prohibited Advertising During an MLB Game Window. Except as otherwise set forth in Section I(B)(2), (3) or (4) below, Club telecast, radio and digital rightsholders may not accept any advertising that promotes or references sports betting on any sport (or promotes or references iGaming products operated by a Sports Betting Operator or products that serve as conversion platforms for sports betting on any sport, such as daily fantasy or free-to-play contests, that are operated by a Sports Betting Operator ("Alternative Sportsbook Products")) if the advertising is aired during the live or delayed transmission of a full or condensed MLB game feed or during the pre-game or post-game show associated with the MLB game (herein collectively referred to as an "MLB Game Window"), including any such advertising promoting or referencing sports betting on any sport placed by a casino that operates a sportsbook (e.g., MGM and Harrah's), a fantasy sports company that operates a sportsbook (e.g., DraftKings and FanDuel) or a pure sportsbook (e.g., William Hill) (collectively, "Sports Betting Advertisements").
- 2. Permitted Sports Betting Advertisements. Clubs shall have the right to authorize their rightsholders to accept Sports Betting Advertisements during an MLB Game Window subject to compliance with each of the following conditions:
 - **a.** Sports Betting Advertisements may only promote an Approved Sports Betting Operator;
 - **b.** Sports Betting Advertisements during the live or delayed transmission of a full or condensed MLB game feed shall consist

- only of (i) traditional commercial and/or promotional spots during commercial breaks or immediately prior to or following any transmission or exhibition of the MLB game feed (including, without limitation, pre-roll and post-roll to the extent otherwise permitted for other categories of commercial partners) that are no longer than thirty (30) seconds and (ii) to the extent otherwise permitted for other categories of commercial partners, in-game advertisements referenced or shown on screen during game play and/or breaks in game action ("In-Game Activations");
- c. Sports Betting Advertisements during the live or delayed transmission of a full or condensed MLB game feed may include virtual signage within those areas that are permitted pursuant to the then-current Permitted Activation Guidelines only to the extent otherwise permitted for other categories of commercial partners; provided that any such Sports Betting Advertisements are (i) limited to promotions of Approved Sports Betting Operators that are then-current sponsors of the applicable Club and (ii) compliant with any other restrictions set forth in the then-current Permitted Activation Guidelines;
- With respect to Sports Betting Advertisements on telecasts, d. digital broadcasts and radio broadcasts (including, for the avoidance of doubt, streaming audio broadcasts), (i) a limited number of Sports Betting Advertisements that are traditional commercial and/or promotional spots during commercial breaks may run within any MLB Game Window, with a subset of such spots permitted to be run during the transmission of an MLB game feed and during the associated pre-game and post-game shows and (ii) a limited number of Sports Betting Advertisements that are In-Game Activations may run during the transmission of an MLB game feed. Restrictions regarding the content of any such In-Game Activations shall be set forth in the then-current Permitted Activation Guidelines. In addition to the foregoing, a limited number of additional Sports Betting Advertisements that are traditional commercial promotional spots during commercial breaks may be run within the MLB Game Window for a branded responsible gaming public service campaign (which may include "presented by" branding). The number of permitted Sports Advertisements will be as set forth in the then-current Permitted Activation Guidelines. For the avoidance of doubt, any caps included in the then-current Permitted Activation Guidelines shall be cumulative with (and not in addition to) any Sports

- Betting Advertisements sold by a Club's local media rights partner during the MLB Game Window;
- e. The number of Sports Betting Advertisements that may run during any single commercial break shall be set forth in the then-current Permitted Activation Guidelines; and
- f. Sports Betting Advertisements shall be subject to any other applicable conditions set forth in the "Major League Baseball Advertising Standards & Rules", effective as of March 1, 2024, as may be amended from time to time, including responsible gaming messaging, targeting viewers in authorized markets, avoiding targeting minors and other applicable restrictions.
- 3. Integrated Content within an MLB Game Window. Clubs shall have the right to authorize their rightsholders to include only one content feature of a limited length (which permitted length shall be set forth in the then-current Permitted Activation Guidelines) discussing sports betting-related content such as odds, storylines and predictions during each pre-game or post-game show associated with an MLB game (and not, for the avoidance of doubt, during the MLB game feed). The feature may not include the branding of, or any advertising or promotion for, any Sports Betting Operator other than an Approved Sports Betting Operator. Approved Sports Betting Operators may also be the presenting sponsor for any such pre-game or post-game show. Integrations not specified herein during live or delayed transmissions of full or condensed MLB games continue to be prohibited, other than as may be approved as part of a sports betting enhanced production as set forth in Section I(B)(5) below.
- 4. Advertising Outside of an MLB Game Window. Rightsholders may accept advertising for sports betting that is aired outside of any MLB Game Window. In addition, Clubs may license use of Club-controlled intellectual property, such as highlights and marks/ logos, within the Club's HTT for use within locally distributed betting focused productions outside of the MLB Game Window; provided that any associated branding or Sports Betting Advertisements within such programming is limited to promotions of Approved Sports Betting Operators.
- 5. Sports Betting Enhanced Production. A Club must receive prior approval from the BOC to authorize its telecast or digital rightsholders to produce an alternative production of an MLB game incorporating sports betting-related content, which prior BOC approval may be conditioned on the BOC's determination that incremental fair market value has been received by such Club or the

BOC in exchange therefor. Any such sports betting enhanced production may not include the branding of, or any advertising or promotion for, any Sports Betting Operator other than an Approved Sports Betting Operator.

The provisions in this Section I(B) also shall be applicable to MLB domestic national telecast, radio and digital rightsholders, except as otherwise provided in any agreement with such rightsholder that has been approved by the Clubs. Notwithstanding anything to the contrary in this Section I(B), advertising that promotes products, services or brands solely unrelated to sports betting or Alternative Sportsbook Products (e.g., advertisements promoting traditional casino gaming or their brands) is permissible. For example, a casino that has a sportsbook may advertise a casino venue during telecast, radio or digital broadcasts of MLB games so long as the advertising does not reference or promote sports betting on any sport.

II. <u>Club Commercial Arrangements with Non-Sports Betting LGEs and Fantasy Sports Companies</u>

As the potential exists for a legalized gaming entity or a fantasy sports company that does not currently operate a sportsbook to become a Sports Betting Operator, it is necessary to set forth the ongoing requirements with respect to any commercial arrangement between a Club and (i) an entity that is engaged, directly or indirectly, in lawful gaming activities, but is not itself engaged, directly or indirectly, in operating a sportsbook (a "Non-Sports Betting LGE") and (ii) an entity that is engaged, directly or indirectly, in fantasy sports activities, but is not itself engaged, directly or indirectly, in operating a sportsbook (a "Fantasy Sports Company").

Subject to the provisions of IMRA, the Agency Agreement, and the restrictions set forth in this bulletin, a Club may enter into a promotional, marketing or sponsorship arrangement with a Non-Sports Betting LGE or a Fantasy Sports Company. To the extent that any entity that previously qualified as a Non-Sports Betting LGE or a Fantasy Sports Company subsequently engages, either directly or indirectly, in sports betting activities, such entity shall be required to comply with all applicable requirements set forth in this bulletin related to Sports Betting Operators.

A Club that seeks to enter into a commercial arrangement with any Non-Sports Betting LGE or Fantasy Sports Company must submit the agreement to the BOC before it is executed to ensure that the terms of the arrangement with the Non-Sports Betting LGE or Fantasy Sports Company comply with this bulletin and other applicable MLB policies. The determination as to whether an entity is a Non-Sports Betting LGE or a Fantasy Sports Company will be made by the BOC in its sole discretion. In

addition, to the extent a Club seeks to enter into a commercial arrangement with a Fantasy Sports Company that offers "against the house" fantasy games, (i) the Club must provide assurances to the BOC that such Fantasy Sports Company conducts its business activities in full compliance with all applicable laws, rules and regulations (which may, upon the request of the BOC, be required to be from qualified outside counsel in the form of a formal written legal opinion or law firm memorandum) and (ii) the commercial arrangement may not cover more than one championship season.

III. Illegal Gaming Enterprises and Sweepstakes Sportsbooks and Casinos

Clubs remain prohibited from entering into any arrangement with an entity that is engaged in gaming activities that are illegal (i) under U.S., Canadian or Mexican federal law (as applicable) or (ii) in the jurisdiction(s) in which the Club intends to grant rights to such entity. To the extent that there is a question as to the legality of any gaming activity in which an entity is engaged, the Club shall consult with the BOC and, at the request of the BOC, obtain appropriate assurances from outside legal counsel that no material legal issues exist.

In addition, Clubs are prohibited from entering into commercial arrangements with companies that simulate sports betting or casino-style gaming under a "sweepstakes" model (sometimes referred to as "Sweepstakes Sportsbooks," "Sweepstakes Casinos" or "Social Casinos"). These companies utilize a dual-currency system that allows customers to redeem one type of currency for cash or cash equivalents, yet operate without any sports betting or iGaming licenses. In addition, these offerings are often accessible to users under 18 years of age and lack robust consumer protections.

IV. Central Baseball Commercial Arrangements with Sports Betting Operators

Central baseball entities, including, without limitation, the Office of the Commissioner of Baseball, The MLB Network, LLC and MLB Advanced Media, L.P., are permitted to enter into any arrangement with an Approved Sports Betting Operator with the prior approval of the Commissioner.

V. Subordination; Approval

Notwithstanding anything herein to the contrary, any arrangement that a Club may enter into with an Approved Sports Betting Operator, a Non-Sports Betting LGE, or a Fantasy Sports Company (including, in each case, any amendment or extension thereto) shall be reduced to a complete written agreement, and each such agreement shall:

- 1. include the required language set forth in Exhibit B attached hereto, with respect to an arrangement with an Approved Sports Betting Operator, Exhibit C attached hereto, with respect to an arrangement with a Non-Sports Betting LGE, or Exhibit D attached hereto, with respect to an arrangement with a Fantasy Sports Company; and
- 2. require the prior written approval of the BOC.

A copy of each such agreement shall be submitted to the BOC no later than ten (10) business days prior to execution. The final executed agreement with an Approved Sports Betting Operator, a Non-Sports Betting LGE or a Fantasy Sports Company must be provided to the BOC within ten (10) business days of execution.

Any arrangement that a Club may enter into with a Sports Betting Operator that is not an Approved Sports Betting Operator pursuant to Section I(A)(1) (including any amendment or extension thereto) shall comply with the provisions of this Section V applicable to Non-Sports Betting LGEs and any other conditions as may be required by the BOC.

With respect to any arrangement for which the prior written approval of the BOC is required pursuant to this Section V, the applicable agreement(s) shall be submitted to Julia Gaffin Vogel (julia.gaffin@mlb.com) with copies to Chris Brumm (chris.brumm@mlb.com), Quest Meeks (marquest.meeks@mlb.com) and Matt Japko (matt.japko@mlb.com).

For any questions regarding whether an entity is engaged, directly or indirectly, in operating a sportsbook or whether an entity is engaged in illegal gaming activities, please contact Quest Meeks (marquest.meeks@mlb.com) and Leo Villalobos (leonardo.villalobos@mlb.com).

If you have any other questions regarding this bulletin, please contact Noah Garden or Kenny Gersh.

Exhibit A

ANNUAL CERTIFICATE OF APPROVED SPORTS BETTING OPERATOR

On behalf of [Approved Sports Betting Operator], the undersigned hereby certifies to the Office of the Commissioner of Baseball that, as of the date set forth below, the following representations are true and accurate:

- 1. [Approved Sports Betting Operator] is in compliance with all applicable statutes, regulations, permits, codes and other legal requirements in all jurisdictions in which it operates;
- [Approved Sports Betting Operator] has properly obtained all required licenses and permits to offer sports betting in the state[s]/ province[s] of [INSERT NAME OF THE APPLICABLE STATE(S)/ PROVINCE(S)];
- 3. [Approved Sports Betting Operator] is currently a party to a licensing agreement with Major League Baseball or an authorized designee of Major League Baseball for the purchase of Official League Data; and
- 4. [Approved Sports Betting Operator] has been provided a copy of MLB's policies regarding marketing, promotional and sponsorship activities related to sports betting.

[Approved Sports Betting Operator] also acknowledges that this certification must be provided to the Office of the Commissioner of Baseball on an annual basis.

Signature	
Name (Please Print)	
Title	
Company	
Date	

Exhibit B

REQUIRED LANGUAGE FOR COMMERCIAL AGREEMENTS WITH APPROVED SPORTS BETTING OPERATORS

Any agreement entered into by a Club with an Approved Sports Betting Operator must include the following contract provisions (or substantially similar provisions approved by the BOC):

- 1. <u>Representations, Warranties and Covenants</u>. "[Approved Sports Betting Operator] hereby represents, warrants and covenants:
 - a. All sports wagering conducted by [Approved Sports Betting Operator] and its affiliates complies with, and shall comply with at all times during the term of this Agreement, all applicable laws, rules, statutes, orders, regulations, permits, codes and other legal requirements;
 - b. [Approved Sports Betting Operator] (or its applicable affiliates or joint ventures) has properly obtained, and shall continue to maintain at all times during the term of this Agreement, all required licenses and permits to offer sports betting in the jurisdictions in which it is granted rights by the Club hereunder and in which it offers sports betting;
 - [Approved Sports Betting Operator] shall notify Club in writing c. immediately upon becoming aware of any Compliance Event. A "Compliance Event" means the occurrence of any (a) enforcement action initiated by a governmental or regulatory body with jurisdiction over [Approved Sports Betting Operator]'s or any of its affiliates' gambling or casino products or services against [Approved Sports Betting Operator] or any of its affiliates alleging any violation of applicable law to the extent such applicable law applies to [Approved Sports Betting Operator]'s or any of its affiliates' offerings of gambling or casino products or services, or (b) determination from any court, arbitrator or governmental or regulatory authority with jurisdiction over [Approved Sports Betting Operatorl's or any of its affiliates' gambling or casino products or services finding that [Approved Sports Betting Operator] or any of its affiliates has violated applicable laws, rules, statutes, orders, regulations, permits, codes and other legal requirements with respect to [Approved Sports Betting Operator]'s or any of its affiliates' offerings of gambling or casino products or services:

- d. All marketing, promotional or sponsorship activities utilizing rights granted by the Club pursuant to this Agreement shall be conducted in full compliance with all applicable MLB Documents, laws, rules, statutes, orders, regulations, permits, codes and other legal requirements;
- e. [Approved Sports Betting Operator] and its affiliates shall exclusively use, on a worldwide basis and for all purposes (including settling wagers), data (e.g., statistics and other information) from MLB games and MLB sponsored tournaments and events that is licensed by MLB (herein referred to as "Official League Data"), and [Approved Sports Betting Operator] or an affiliate of [Approved Sports Betting Operator] is currently a party to and shall remain at all times during the term of this Agreement a party to, a licensing agreement with MLB or an authorized designee of MLB for the purchase of Official League Data;
- f. [Approved Sports Betting Operator] shall comply with the terms and conditions of Exhibit D—Integrity Provisions of that Authorized Gaming Operator Parent Company Agreement in effect between MLB Advanced Media, L.P. and [Approved Sports Betting Operator] or its parent or subsidiary [and a copy of such Exhibit D—Integrity Provisions is attached here as Schedule [X]]; and
- g. [Approved Sports Betting Operator] shall cooperate with MLB and appropriate federal, state or provincial regulators on establishing reasonable procedures to prevent wagering from occurring by individuals possessing non-public information, and to identify instances where such wagering has occurred."
- Termination Provision. A provision allowing the Club to terminate the 2. agreement in the event that: (i) a Compliance Event shall occur during the term of the agreement; (ii) the Approved Sports Betting Operator breaches the required representations, warranties and covenants set forth above; (iii) the certifications provided to the BOC by the Approved Sports Betting Operator in the Annual Certificate of Approved Sports Betting Operator are not true and correct as set forth therein; (iv) the Approved Sports Betting Operator is in violation of any MLB Document, including those related to sports betting; (v) the Approved Sports Betting Operator uses data for wagering on baseball that was obtained by "scouting" or "scraping" or any other unauthorized means; or (vi) the Approved Sports Betting Operator engages in activities (or is alleged to have engaged in activities) that have a negative effect on the business, reputation or public perception of the Club or MLB as determined in the sole discretion of the Club or MLB.

- 3. <u>Indemnification.</u> A provision indemnifying the Club and MLB entities from any claims relating to wagering or other sports betting activities conducted by the Approved Sports Betting Operator or its affiliates, including the conduct or operation of any sports book owned, operated or controlled (directly or indirectly) by the Approved Sports Betting Operator or its affiliates, or the marketing or promotion of wagering or other betting activities conducted by the Approved Sports Betting Operator or its affiliates.
- 4. <u>Third Party Beneficiary</u>. The Office of the Commissioner of Baseball shall be made a third-party beneficiary of such agreement.
- 5. <u>Subservience</u>. A provision setting forth that such agreement is subject and subordinate to the "MLB Documents" (as defined in Version II of the Required Language for Club Agreements contained in Schedule B of the Operating Guidelines to the Major League Baseball Agency Agreement, effective as of January 1, 2025 and as may be amended, restated, supplemented or modified from time to time).

Exhibit C

REQUIRED LANGUAGE FOR COMMERCIAL AGREEMENTS WITH NON-SPORTS BETTING LGES

Any agreement entered into by a Club with a Non-Sports Betting LGE must include the following contract provisions:

- 1. "[Club] may immediately terminate this Agreement in the event [Non-Sports Betting LGE] or any of its affiliates directly or indirectly engages in (i) any form of gaming that is determined to be illegal or any activity that violates any MLB Document or (ii) sports betting activities, unless, in the case of this clause (ii), within thirty (30) days of such engagement, [Non-Sports Betting LGE] and/or such affiliate, as applicable, has complied with all MLB Documents related to sports betting including, without limitation, the execution of an amendment to this Agreement to the extent necessary to ensure compliance with such MLB Documents and entry into a license with MLB (or an entity authorized by MLB) to act as an approved sports betting operator of MLB, including, without limitation, for the right and obligation to use official MLB data in connection with [Non-Sports Betting LGE]'s and/or such affiliate's sports betting operations."
- 2. "[Non-Sports Betting LGE] hereby represents, warrants and covenants that each of the gaming activities in which [Non-Sports Betting LGE] is engaged in the jurisdiction(s) in which the [Club] has granted rights to [Non-Sports Betting LGE] hereunder is legal in such jurisdiction(s)."
- 3. "Notwithstanding anything contained herein to the contrary, [Club] has not granted, and [Non-Sports Betting LGE] shall not have, the right hereunder to engage in any activity that relates to, promotes or otherwise references, sports betting."
- 4. A provision setting forth that such agreement is subject and subordinate to the "MLB Documents" (as defined in Version II of the Required Language for Club Agreements contained in Schedule B of the Operating Guidelines to the Major League Baseball Agency Agreement, effective as of January 1, 2025 and as may be amended, restated, supplemented or modified from time to time).

Exhibit D

REQUIRED LANGUAGE FOR COMMERCIAL AGREEMENTS WITH FANTASY SPORTS COMPANIES

Any agreement entered into by a Club with a Fantasy Sports Company must include the following contract provisions:

- "[Club] may immediately terminate this Agreement in the event 1. [Fantasy Sports Company] or any of its affiliates directly or indirectly engages in (i) any form of fantasy sports activities that are determined to be illegal or any activity that violates any MLB Document or (ii) sports betting activities, unless, in the case of this clause (ii), within thirty (30) days of such engagement, [Fantasy Sports Company] and/or such affiliate, as applicable, has complied with all MLB Documents related to sports betting including, without limitation, the execution of an amendment to this Agreement to the extent necessary to ensure compliance with such MLB Documents and entry into a license with MLB (or an entity authorized by MLB) to act as an approved sports betting operator of MLB, including, without limitation, for the right and obligation to use official MLB data in connection with [Fantasy Sports Company]'s and/or such affiliate's sports betting operations."
- 2. "[Fantasy Sports Company] hereby represents, warrants and covenants that each of the fantasy sports activities in which [Fantasy Sports Company] is engaged in the jurisdiction(s) in which the [Club] has granted rights to [Fantasy Sports Company] hereunder is legal in such jurisdiction(s)."
- 3. "Notwithstanding anything contained herein to the contrary, [Club] has not granted, and [Fantasy Sports Company] shall not have, the right hereunder to engage in any activity that relates to, promotes or otherwise references, sports betting."
- 4. "Subject in all respects to compliance with all applicable laws, [Fantasy Sports Company] shall as promptly as commercially and technically practicable report to MLB any information relating to (i) any conduct that may indicate a concern with the integrity of any Major League Baseball games or events, as determined by [Fantasy Sports Company] in its commercially reasonable, good faith discretion based on its prior experience; and (ii) any potential breach of MLB Documents (including any instance of a Major League player, Minor League player, other Major or Minor League Club employee or MLB employee entering a fantasy baseball contest where prize money or other things of value are available to participants), as determined by

- [Fantasy Sports Company] in its commercially reasonable good faith discretion based on its prior experience, publicly available information, or any information provided by [Club] or MLB."
- 5. "Subject in all respects to compliance with all applicable laws, [Fantasy Sports Company] shall use commercially reasonable efforts to cooperate with bona fide integrity investigations conducted by MLB, including but not limited to providing or facilitating the provision of account-level data and identifying information regarding specific customers."
- 6. <u>Indemnification</u>. A provision indemnifying the Club and the MLB Entities from claims related to (i) any fantasy sports activities or related products or services conducted or offered by [Fantasy Sports Company]; or (ii) the marketing or promotion of any fantasy sports activities or related products or services conducted or offered by [Fantasy Sports Company] (in each case including, but not limited to, claims relating to the alleged failure to comply with any applicable law).
- 7. <u>Third Party Beneficiary</u>. The Office of the Commissioner of Baseball shall be made a third-party beneficiary of such agreement.
- 8. <u>Subservience</u>. A provision setting forth that such agreement is subject and subordinate to the "MLB Documents" (as defined in Version II of the Required Language for Club Agreements contained in Schedule B of the Operating Guidelines to the Major League Baseball Agency Agreement, effective as of January 1, 2025 and as may be amended, restated, supplemented or modified from time to time).

LETTER TO POTENTIAL MINOR LEAGUE FREE AGENTS

	Date
Dear,	

You are about to complete the term of your Minor League Uniform Player Contract, as described in paragraph 5.(a) of your contract. You will become a Minor League free agent at 5:00 p.m. (Eastern Time) of the fifth day after the day that the last game of the World Series had started, unless, prior to that time you are re-signed by this organization or are assigned to a Major League roster. This is your official notification.

To avoid any issues of tampering or other conduct that may violate the Major League Rules, you should be aware of the following:

- 1. Until 5:00 p.m. (Eastern Time) of the fifth day after the day that the last game of the World Series had started, only our Club may attempt to negotiate a "successor" contract with you.
- 2. A "successor" contract between you and our Club may be agreed upon only during the period between the end of the Minor League playing season (including playoffs) and 5:00 p.m. (Eastern Time) of the fifth day after the day that the last game of the World Series starts.
- 3. In the event you do not re-sign with our organization or are not assigned to a Major League roster, you will be free to sign with any Club at Midnight (Eastern Time) of the fifth day after the day that the last game of the World Series starts.
- 4. If your original Minor League Uniform Player Contract contained the Incentive Bonus Plan and you have not subsequently been released, the Incentive Bonus Plan will remain in force if you are either assigned to a Major League Club or signed to a "successor" contract. However, if you become a free agent at 5:00 p.m. (Eastern Time) of the fifth day after the day that the last game of the World Series had started, all payment obligations in your current UPC (that is about to expire) will end, even if you eventually re-sign with our Club.
- 5. If and when you sign another Minor League contract, you will negotiate the number of years it will cover, which will be any number of seasons from one to two. The term you negotiate will be indicated on Addendum A of your new Minor League UPC and will apply even if your contract is later assigned to a different organization.

6. Once you become a Minor League free agent at 5:00 p.m. (Eastern Time) of the fifth day after the day that the last game of the World Series had started your personal health insurance coverage with our Club will terminate and you will have the opportunity to purchase COBRA benefits through the insurer.

Please feel free to contact our office if you have any questions.

CARTA PARA AGENTES LIBRES POTENCIALES DE LAS LIGAS MENORES

	Fecha	
Estimado		

Está a punto de terminar el período de su Contrato Uniforme de Jugador de las Ligas Menores, descrito en el párrafo 5.(a) de su contrato. Se convertirá en agente libre de las Ligas Menores a las 5:00 p.m. (hora del Este) el quinto día a partir del último día de la Serie Mundial, a menos que antes de eso usted haya sido firmado nuevamente por esta organización o haya sido asignado a alguna alineación de las Grandes Ligas. Ésta es su notificación oficial.

Para evitar cualquier problema de interferencia o de otra conducta que pudiera ser contraria a las Reglas de las Grandes Ligas, deberá tener presente lo siguiente:

- 1. Hasta las 5:00 p.m. (hora del Este) el quinto día a partir del último día de la Serie Mundial solamente nuestro Club puede intentar negociar un contrato "sucesor" con usted.
- 2. Un contrato "sucesor" entre usted y nuestro Club podrá llevarse a cabo solamente durante el período que va del final de la temporada de juego de las Ligas Menores (incluyendo los juegos de "playoff") y las 5:00 p.m. (hora del Este) el quinto día a partir del último día de la Serie Mundial.
- 3. En caso de que usted no vuelva a ser firmado por nuestra organización o que no sea asignado a una alineación de las Grandes Ligas, tendrá libertad de firmar con cualquier otro Club después del 16º día siguiente al último día de la Serie Mundial. Cualquier Club, a no ser el nuestro, que intente negociar con usted entre el quinto día a partir del último día de la Serie Mundial y el 16º día siguiente al último día de la Serie Mundial pudiera estar violando las reglas de las Grandes Ligas. La Oficina del Comisionado del Béisbol pudiera imponer sanciones en contra de usted y del otro Club si se comprueba dicha violación.
- 4. Si su Contrato Uniforme de Jugador de las Ligas Menores original contenía el Plan de Bonos de Incentivo y usted no fue posteriormente dado de baja, el Plan de Bonos de Incentivo permanecerá en vigencia si usted es asignado a un Club de las Grandes Ligas o si firma un contrato "sucesor". Sin embargo, si usted se convierte en agente libre a las 5:00 p.m. (hora del Este) el quinto día a partir del último día de

- la Serie Mundial, todas las obligaciones de pago que están en su Contrato Uniforme de Jugador (que está a punto de vencerse) terminarán, incluso si eventualmente vuelve a firmar con nuestro club
- 5. En caso de que usted firme otro contrato de Ligas Menores, deberá negociar el número de años que cubrirá que pudiera ser de una temporada hasta dos. El período que usted negocie se indicará en el Anexo A de su nuevo Contrato Uniforme de Jugador de las Ligas Menores y se aplicará incluso si su contrato es asignado luego a una organización diferente.
- 6. Una vez que se convierta en agente libre de las Ligas Menores a las 5:00 p.m. (hora del Este) el día quinto a partir del último día de la Serie Mundial, terminará su cobertura del seguro de salud personal con nuestro Club y tendrá la oportunidad de comprar los beneficios COBRA por medio de la compañía de seguros.

Por favor siéntase con confianza de ponerse en contacto con nuestra oficina si tiene alguna pregunta.

Addendum A-12

International Tryout Players: Eligibility to Enter Club Facilities

1/15/26-7/14/26	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	6-12 Months from Signing Player may enter Club Facility for up to 15 days in any 90-day period
7/15/25-1/14/26	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	0-6 Months from Signing Player may enter Club Facility for up to 15 days in any 45-day period	12-18 Months from Signing Player may enter Club Facility for up to 7 days during this period
1/15/25-7/14/25	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	6-12 Months from Signing Player may enter Club Facility for up to 15 days in any 90-day period	18-24 Months from Signing Player may not enter Club Facility
7/15/24-1/14/25	Eligible to Sign Player may enter Club Facility for up to 45 days in any 90-day period	0-6 Months from Signing Player may enter Club Facility for up to 15 days in any 45-day period	12-18 Months from Signing Player may enter Club Facility for up to 7 days during this period	24-30 Months from Signing Player may not enter Club Facility
Signing Class	2024 DOB 9/1/06-8/31/07 (formerly known as 2023-2024)	2025 DOB 9/1/07-8/31/08 (formerly known as 2024-2025)	2026 DOB 9/1/08-8/31/09 (formerly known as 2025-2026)	2027 DOB 9/1/09-8/31/10 (formerly known as 2026-2027)

* Notwithstanding the above, if a player's date of birth makes him eligible to enter a Club Facility based on 3.c.ii-v above but the player is unregistered, the maximum Period when the International Tryout Player will first become eligible to sign and the following January 14, an unregistered International Tryout Player may enter a Club Facility for up to 15 days in any 90-day period, and not up to 15 days in any 45-day period. Once the player is confirmed to be registered, he will receive the time he may spend in an academy will be 15 days per 90-day period. By way of example, between the July 15 which is 6 months prior to the beginning of the Signing number of days corresponding to the chart above (that is, based on how many months away from signing he remains).





MEMORANDUM

TO: All 40-Man Roster Players and Major League Clubs

FROM: Major League Baseball Players Association Office of the

Commissioner of Baseball

DATE: February 1, 2024

RE: Nutritional Supplement and Functional Food Policy

As a reminder, under Article XIII and Attachment 47 to the Basic Agreement, the Commissioner's Office and the Players Association agreed to a detailed set of regulations that govern the categories of nutritional supplements and functional foods to be provided to Players, the respective varieties within each category, and the timing of provision and distribution of these products.

In addition, this agreement requires that all nutritional supplements and functional foods (e.g., protein bars and shakes) made available at home and on the road must be NSF Certified for Sport. The purpose of this agreement is to make certain that Players have access to a variety of NSF Certified for Sport nutritional supplements and functional foods on a year round basis, as detailed below:

- A. <u>Spring Training</u>: Clubs will be required to make available the NSF Certified for Sport products described in categories 1 10 below to all **40-man roster Players** in their organization during Spring Training.
- B. <u>Championship Season (Major League)</u>: Clubs will be required to make available the NSF Certified for Sport products described in categories 1–10 below to all **25-man roster Players** in their organization at home and on the road during the championship season.
- C. <u>Championship Season (AAA)</u>: Clubs will be required to make available the NSF Certified for Sport products described in categories 1 5 below to all AAA affiliates during the championship season.

D. Off-season: In conjunction with a Club's strength and conditioning off-season plan, Clubs will be required to provide at least one NSF Certified for Sport product in categories 1 – 5 below to all 40-man roster Players in their organization or any player who becomes a free agent under Article XIX or XX of the Basic Agreement during the off-season (quantities described below are inapplicable to off-season). Clubs should also provide products in categories 6 – 10 in response to reasonable requests from players, as long as the requests are consistent with a Club's off-season plan. Clubs should provide a description of the mechanism by which Players will receive products during the off-season to Tim Maxey, the parties' Joint Strength and Conditioning Coordinator, by September 1.

Required Nutritional Supplement and Functional Food Categories

- 1. Multi-Vitamin/Antioxidant
 - a. Food Form Multi-Vitamin/Antioxidant (at least one)
 - b. Regular Multi-Vitamin/Antioxidant (at least one)
- 2. Omega 3/Fish Oil (at least two)
- 3. Pre/Probiotic (Enzyme/Digestive Aid)(at least two)
- 4. Protein
 - a. Protein Powder (at least two)
 - b. Protein Bar (at least one)
 - c. Ready to Drink Shake (at least two)
- 5. Amino Acid (at least two)
- 6. Electrolyte/Minerals (Fluid Replacement/Hydration)(at least one)
- 7. Joint Aid (at least one)
- 8. Energy
 - a. Energy Carbohydrate (at least one)
 - b. Energy Caffeine/Nitrate/Buffer (at least one)
- 9. Creatine (at least one)
- 10. Cognitive, Sleep and Vision Support (at least one of each category)

Please note that nutritional supplements and functional foods that have not been certified under the NSF Certified for Sport program cannot be made available in the clubhouse, and will not suffice for purposes of complying with any aspect of this policy.

If a particular NSF Certified for Sport product or category is inconsistent with a Club's strength and conditioning or medical philosophy, please contact Tim Maxey at 216-272-2153 to discuss alternative options for compliance. Clubs will be required to fund the costs associated with fulfilling its obligations under this policy, and the funds used to meet these requirements must not be reallocated from other programs or personnel that support player health and safety (e.g., medical training or strength and conditioning staff/equipment/facilities). The Committee will investigate any failure to comply with this policy.

Players should contact Tim Maxey, Bob Lenaghan or Kevin Slowey at the Players Association at 212-826-0808 with any questions or concerns. Major League Club personnel should contact Tim Maxey or Jon Coyles at the Commissioner's Office at 212-931-7859.



MLB Amateur Player Data Policy

Equal access to information necessary for Clubs to evaluate amateur talent is a fundamental principle of our domestic and international amateur talent acquisition systems. The MLB Amateur Player Data Policy sets forth the rules that govern Club relationships with third parties, which provide, produce or allow access to a wide variety of data about amateur players.

Clubs that violate this Policy will be subject to discipline by the Commissioner's Office.

DEFINITIONS

Amateur Player Data — All data, facts, and statistics, in any form, about any player movement, activity, or performance during baseball activities (e.g., games, practices, batting practice, infield/outfield, bullpens) that are captured in any fashion pursuant to any equipment or device, including, but not limited to, ball and player tracking, biomechanics data, play-by-play statistics, scouting video, bat sensors, wearable technology, neuropsychology tests, psychology tests, personality tests, etc.

Tracking Technologies — Includes, but is not limited to, TrackMan, Hawk-Eye, KinaTrax, Simi, Rapsodo, Flightscope, Yakkertech, Blast Motion, and Diamond Kinetics, whether permanently installed or portable.

Public Events — Any events at any location that scouts from all other Clubs are permitted to attend, including all events open to the public.

Private Events — Any events at any location when access by scouts from all Clubs is not permitted (*e.g.*, pre-draft workouts, on-field bullpens, on-field batting practice).

Club Facilities — Includes, but is not limited to, Major League stadiums, Minor League stadiums, Spring Training complexes, and Dominican Republic academies, or any other location that would qualify as a Club Facility under the BOC Policy on International Player Tryouts.

PROHIBITIONS & SHARING/ACCESS REQUIREMENTS

A. Prohibition Against Exclusive Agreements with Third Parties

Clubs may not enter into agreements with technology providers or other third parties, either directly or indirectly, in which Clubs receive exclusive or preferential access to Amateur Player Data. A non-exhaustive list of impermissible arrangements is set forth below.

- 1. Club has an agreement with TrackMan in which the Club will pay for TrackMan to install a unit at a high school or junior college and in turn the Club will be the only Club to receive access to the data collected from that unit. Similarly, Clubs cannot have an agreement with TrackMan in which TrackMan pays for the installation of a unit at a high school or junior college and only that Club will receive that data.
- 2. Club has an agreement with a high school or junior college in which the high school or junior college will only provide TrackMan data to the Club in exchange for the installation of the unit or other benefits (financial or otherwise).
- 3. Club has an agreement with a high school or junior college in which a specific Club will be the only Club allowed to set up a portable tracking technology at school's games and practices.
- 4. Club has an agreement with a trainer of international amateur players to provide radar tracking systems or other technology to evaluate amateur talent. Similarly, a Club may not enter into an agreement with a facility that is used regularly by a trainer of international amateur players in which the Club receives exclusive access to data collected at that facility.
- 5. Club has an agreement with an independent team or league (e.g., Atlantic League, Pioneer League, Frontier League, American Association) or international team, league (e.g., KBO, NPB, LMB, Winter Leagues), federation or other entity (e.g., WBSC) to receive exclusive access to data collected from events affiliated with those leagues, federations or entities.
- 6. Club has an agreement with a portable technology vendor (e.g., Flightscope, Rapsodo) in which the technology vendor will collect data from various amateur events (showcases, leagues, workouts) and the Club will receive exclusive access to that data



B. Prohibition Against Agreement with Amateur Institutions

MLB Clubs are prohibited from entering into agreements with amateur institutions (such as high schools, junior colleges, colleges and universities) to purchase, install or operate Tracking Technologies for that institution, even if data from such Tracking Technologies would subsequently be shared with all other Clubs. For example, a Club may not purchase or lease a Hawk-Eye system for a college in exchange for access to that school's data. Clubs may continue to purchase Amateur Player Data from third-party vendors (provided the agreement does not result in exclusive or preferential access for the purchasing Club) and operate Tracking Technologies installed at Club Facilities pursuant to Section C below (provided such collection of Amateur Player Data complies with any applicable law or regulation).

C. Sharing of Data from Amateur Events

Regardless of whether Tracking Technologies are installed by MLB or the Club, any Amateur Player Data collected by Tracking Technologies at any Public Events held at Club Facilities must be shared with all 30 Clubs, as set forth below. Clubs may not enter into agreements with technology providers in which they are restricted from sharing Amateur Player Data collected by Tracking Technologies as required per this Policy.

- 1. If the Club Facility has **MLB-installed Tracking Technology**, MLB will be responsible for operating the Tracking Technology and will provide the data to all Clubs. Consistent with past years, the host Club must submit the request for MLB to operate the Tracking Technology at least 72 hours prior to the start of the event. Full details on the process for tracking events at Club Facilities with MLB-installed Tracking Technology may be found https://example.com/here.
- 2. If the Club Facility has **Tracking Technology that was not installed by MLB**, the Club will be responsible for operating the Tracking Technology (and shall also be responsible for ensuring that the collection of such Amateur Player Data complies with any applicable law or regulation). The Club must notify MLB of any public event that would be covered by the Policy at least 72 hours prior to the start of the event, including whether the Club plans to operate Tracking Technology. Following the event, the Club must provide MLB with the complete, accurate dataset to be shared with other Clubs within four (4) business days following the conclusion of the event. All data should include, at a minimum, proper time stamps, player and team IDs, tagging of all pitches, and the correct spelling of player names. If MLB or another Club becomes aware of any issues with the dataset, the Club must promptly correct those issues and provide an updated dataset to MLB to be shared with other Clubs.



- 3. Clubs are not required to share data from Tracking Technologies for Private Events held at Club Facilities (e.g., on-field bullpens, pre-draft workouts, international workouts in which the player is checked in pursuant to the International Tryout Policy). For Private Events held at Club Facilities with MLB-installed Tracking Technology, the events will be operated by the MLB Tracking team and the data will be available only to the requesting Club. For Private Events held at Club Facilities with Club-installed Tracking Technology, the Club will be responsible for operating the Tracking Technology but is not required to share the data with MLB.
- 4. Clubs are not required to share scouting video from Club-installed cameras unless other Clubs are prohibited from setting up their own cameras to collect scouting video, or the video is being taken by, or provided to, a third party with which the Club is prohibited by this Policy from having an exclusive agreement.

In addition to the above requirements, Clubs will be required to share any data collected by the Club from Tracking Technologies for Public Events at non-Club Facilities (for example, portable TrackMan or Blast Motion data that is collected by Club employees traveling to various high school amateur events in the United States). For players subject to the International Tryout Policy, however, Clubs must share such data from workouts where two or more Clubs are in attendance. Clubs are not required to share scouting video or other Amateur Player Data collected by Club employees, provided the collection of that data was otherwise consistent with the Policy. For clarity, Clubs are not required to share Amateur Player Data from Private Events, including any data that is captured while a player is working out at a Club Facility within the meaning of the International Tryout Policy and is accordingly checked in.

D. Data from Amateur Events Held by USA Baseball and MLB

The rules outlined in the Policy will apply to all MLB or USA Baseball events. Furthermore, individual Clubs may not conduct additional assessments, on-field or off-field, of players participating in these events unless all Clubs will receive equal time to meet with players during those events to conduct their own assessments, or the Club administering the assessment is willing to share the results of that assessment with all other Clubs.



E. MLB Rights for Compliance with Policy

Clubs are required to grant vendors permission to share data with MLB for the purposes of ensuring compliance with the Policy (e.g., to confirm whether Tracking Technology was operated at a Public Event from which data must be shared according to Section C of the Policy). Going forward, any new, renewed or amended Club contract with an Amateur Player Data vendor must include a requirement that the vendor cooperate with MLB efforts to ensure compliance with the Policy (e.g., the vendor may be required to confirm whether Tracking Technology was operated for a specific Public Event at a Club Facility).



MAJOR LEAGUE BASEBALL FOOTWEAR SUPPLIER REGULATIONS

The Office of the Commissioner of Baseball and the Major League Baseball Players Association have issued the following regulations (the "Regulations") with respect to footwear to be worn by Major League players ("Players") on the field, in the dugout, or in the bullpen, during Major League games or prior to a Major League game when ticket holders are present in the ballpark (collectively, "Professional Play").

- I. Approved Supplier Requirements. In order for its footwear to be worn during Professional Play, a footwear supplier (an "Approved Supplier"), must do the following by November 1 of the year prior to the season in which the supplier desires its footwear to be worn; provided that for the 2025 season the submission must occur on or before March 15, 2025:
 - A. Pay an administrative fee of \$14,000 by check payable to Major League Baseball, attention Chris Knettel, 1271 Avenue of the Americas, New York, NY 10020 or contact footwear@mlb.com to coordinate invoice or electronic payment.
 - B. Complete the Footwear Supplier Agreement attached as <u>Exhibit 1</u> indicating it agrees to comply with these Regulations.

The Office of the Commissioner and the Players Association may grant exceptions to this deadline in exceptional circumstances, upon petition of the Approved Supplier, the Player, or the Player's Club.

- II. Footwear Design Approval. Before an Approved Supplier's footwear can be worn by a Player during Professional Play, the footwear design must be submitted to the Player's Major League Club, MLB, and the Players Association. The process for submission of designs is as follows:
 - A. Players and/or Approved Suppliers and Third-Party Designers shall submit proposed footwear designs in the form of a digital color image of the proposed shoe design (the "Design Submission"), sent via e-mail to the Office of the Commissioner, the Players Association, and the Player's Club (collectively, the "Design Recipients") as soon as possible in advance of the player wearing the footwear during Professional Play. Exhibit 2 hereto contains a list of names and contact information for the appropriate Commissioner's Office, Players Association and Club representatives. Design Submissions must display the complete surface of the shoe (including tongue and underside) and reflect all details of the footwear as it is proposed to be worn during Professional Play. An Approved Supplier shall provide a prototype of the footwear upon request by a Design Recipient. All submitted designs must comply

with these Regulations, Attachment 19 to the Basic Agreement, and the Official Baseball Rules, or they will be rejected. MLB and the Player's Club shall each have the right, in its discretion, to deny any proposed footwear design, including but not limited to designs that it determines may interfere with the play of the game; hinder or affect an umpire's ability to make accurate call; endanger the health and safety of Players; are inappropriate; or that may otherwise subject MLB, the Clubs, or Players to potential legal liability.

- B. Only approved Design Submissions are permitted to be worn by Players during Professional Play. Approval of a Design Submission obtained in connection with any particular Player shall apply to the same footwear for any other Player on the Club. If a Club believes footwear worn by a Player has been rejected, the Club will notify the Office of the Commissioner, which will investigate the matter and handle any corresponding discipline of the Player and/or the Approved Supplier.
- C. Approval of a Design Submission by a Club hereunder shall not be deemed to constitute, directly or indirectly, an approval regarding the operation, safety or legal compliance of the footwear, any implied warranty of fitness for a particular purpose, and/or any clearance of the footwear design from any infringement upon or misappropriation of proprietary rights of another, including without limitation any intellectual property right.

III. Footwear Colors, Logos, Illustrations, and Text

- A. Colors. There will be no color restrictions on colors.
- B. <u>Logos</u>. Footwear may display the Approved Supplier's proprietary identification ("<u>Logo</u>"), as approved pursuant to the process contemplated in <u>Section II</u> above, so long as such Logo display (including the size and placements of the Logo) does not constitute an undue commercialization under Official Baseball Rule 3.09. Footwear may not contain more than four (4) Logo placements per shoe. Logos must otherwise comply with the Regulations. Except as expressly authorized herein, footwear may not display corporate logos or other identifying marks.
- C. <u>Writings and Illustrations</u>. Footwear may contain writings, illustrations, and messages; however, designs that contain corporate or commercial logos, identifications, or marks other than those currently permitted under the Regulations, or that otherwise promote a brand or entity, are prohibited.

Slurs, profanity, political statements (e.g., statements supporting a particular candidate or political party), negative statements about

particular entities or individuals, messages encouraging or inciting violence, or other potentially offensive writings, illustrations, and messages, as determined by MLB, are prohibited. In addition, please note that writings and messages on footwear are covered by Major League Baseball's Workplace Code of Conduct.

- D. <u>Adornments and Markings</u>. Footwear may not have any pins, flags, commemorative patches, decals or other items attached or affixed thereto.
- E. <u>Miscellaneous</u>. Footwear with pointed spikes similar to golf or track shoes are not permitted. Excessive and distracting flaps on footwear are not permitted.
- **IV.** Third-Party Footwear Designers. If a Player or Approved Supplier provides footwear to a third-party (*i.e.*, an entity or individual distinct from the Approved Supplier or its representatives or affiliates) for alteration (a "Third-Party Designer"), that Third-Party Designer must also execute the Footwear Supplier Agreement attached as Exhibit 1 and comply with all Regulations herein, except that Third-Party Designers will not be required to pay an annual certification fee.
- V. Enforcement. Suppliers will be subject to a progressive discipline scheme for violations of the Regulations. Notwithstanding the fine schedule set forth below, the Office of the Commissioner and the Players Association expressly reserve the right to issue additional and/or alternative discipline designed to remedy and deter flagrant or intentional violations of the Regulations by Approved Suppliers, including without limitation the suspension and/or revocation of "Approved Supplier" where an Approved Supplier repeatedly, flagrantly, intentionally violates the Regulations, at no cost, expense or liability to Office of the Commissioner or the Players Association. Each of the Office of the Commissioner and the Players Association may in its sole discretion take all appropriate legal action in the event of a violation in order to protect the valuable trademark and other rights of the Office of the Commissioner, MLBP, the Players Association, the Clubs, the Players and other related entities or groups. Subject to the foregoing, the progressive discipline scheme includes, but is not limited to, the following:

1st Violation Warning and Corrective Action Request ("CAR")

 2^{nd} Violation \$500 fine + CAR 3^{rd} Violation \$1,000 fine + CAR 4^{th} Violation \$5,000 fine + CAR 5th + Violation

Discretionary Fine (in excess of \$5,000), CAR, and mandatory meeting with Office of the Commissioner and the Players Association to discuss continued status as Approved Supplier.

VI. Dispute Resolution. Any dispute or claim regarding interpretation or application of these Regulations, including any disagreements regarding approval or disapproval of a Design Submission, shall be resolved by the Players Association and the Office of the Commissioner. Approved Supplier understands that the decision of the Players Association and Commissioner's Office shall be final and binding and may not be challenged in any federal or state court or any other tribunal or forum.

EXHIBIT 1 MAJOR LEAGUE BASEBALL FOOTWEAR SUPPLIER AGREEMENT

By applying for approval under the Major League Baseball Footwear Supplier Regulations (the "Regulations"), the undersigned applicant footwear supplier or designer (the "Supplier") hereby accepts and agrees to the provisions of the Regulations and this Major League Baseball Footwear Supplier Agreement (the "Agreement"). Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to them in the Regulations.

- 1. The undersigned represents and warrants that it will comply with the Regulations.
- Approval for Professional Play does not authorize a former or current footwear supplier or any affiliated entity or individual to, and Supplier acknowledges that, for as long as it is a Supplier and indefinitely thereafter, it must not, use in any manner including but not limited to on footwear or the advertisement or promotion thereof (a) any logos or trademarks owned by any MLB Entity (as defined below) ("MLB Marks"), absent a separate consent in writing from Major League Baseball Properties ("MLBP"), or (b) the name, nickname, image, likeness, signature, picture, playing record, biographical data and/or other personal indicia of any Player, absent a separate consent in writing from the Major League Baseball Players Association ("MLBPA"). The Supplier further acknowledges that, for as long as it is a Supplier and indefinitely thereafter, it shall not state in an advertisement or promotion that its footwear is approved, authorized or used by any MLB Entity unless it is authorized in writing by the applicable MLB Entity to do so, and/or distribute the written approval to any third party without the prior written consent of the Design Recipients. For example, unless the appropriate written consent is first obtained, no Club name is permitted to be included anywhere on the footwear and no reference is permitted to be made to the footwear being used or approved by a particular Club. In the event of any breach of this Section by Supplier or any affiliated entity or individual, MLBP, Player and MLBPA reserves all their rights to enforce the terms of this Footwear Supplier Agreement and to seek any financial or equitable remedy for such breach which may include, without limitation, termination of this Footwear Supplier Agreement.
- 3. Supplier shall be responsible for the quality, workmanship, material, operation, safety, legal compliance and suitability of the footwear, and for ensuring that footwear designs submitted by or on behalf of Supplier under the Regulations and/or supplied for use in Professional

- Play, and any marketing or promotion therefor, do not infringe upon or misappropriate the proprietary rights of a third party, including without limitation any intellectual property right, regardless of approval under the Regulations.
- Supplier hereby agrees to, at its sole expense, (a) indemnify, defend and hold harmless the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees, and the Major League Baseball Players Association and each of its subsidiaries or affiliated entities, including any entity which, now or in the future, controls, is controlled by, or is under common control with the MLBPA, and its and their directors, officers and employees; (each of the foregoing, an "MLB Entity", and collectively, the "MLB Entities"), and Major League players (all of the foregoing individuals and entities in subsection (a), collectively, the "MLB Indemnitees"), from and against any claims, suits, damages and costs (including reasonable attorneys' fees and expenses) arising from or related to: its footwear that are approved for use in Professional Play; the promotion, sale, or use of such footwear or any other footwear produced by, for, or under the supervision of, Supplier; breach of these Regulations by Supplier or its agents, employees, representatives, or others under its control; the negligence or willful misconduct of or any of its employees, agents, contractors representatives; and violation or misappropriation of any right of any third party by Supplier or its agents, employees, representatives, or others under its control; and (b) afford the MLB Entities the option to participate in any such action or to allow the MLB Entities to approve counsel, court filings, discovery, correspondence, general strategies, and the settlement of any claim or suit relating to them. Such indemnification obligations shall apply to all such claims and suits, regardless of any of the MLB Entities' acts or omissions.
- 5. Supplier will obtain and continuously maintain, at its own expense, throughout each season during which it supplies any footwear or submits any proposed footwear designs, for Professional Play, the following insurance policies in the amounts specified below worldwide to protect against any claims or suits arising out of any of the circumstances described herein:

a. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee;

\$1,000,000 Disease - Policy Limit.

b. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including but not limited to contractual liability and products/ completed operations coverage with minimum limits of:

\$1,000,000 Each Occurrence;

\$2,000,000 General Aggregate;

\$2,000,000 Products/Completed Operations Aggregate.

Products/completed operations insurance shall be maintained for a minimum period of three (3) years after final payment and Supplier shall continue to provide evidence of such coverage to the Office of the Commissioner of Baseball and the MLBPA on an annual basis during the aforementioned period.

- c. If applicable, Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.
- d. Umbrella Liability Insurance, in excess of 5(a), (b), and (c) above, with minimum limits of:

\$10,000,000 Each Occurrence \$10,000,000 General Aggregate

Umbrella policies must follow form of the underlying policy. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-VIII or better. The MLB Indemnitees must be named as Additional Insureds under the Commercial General Liability, Autmobile Liability (if applicable), and Umbrella Liability Policies. Additional insured coverage shall be extended to include products and completed operations coverage. Each policy must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Furthermore, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General

Liability shall not include any exclusions or limitations for: (1) third-party over actions; (2) communicable disease, including but not limited to COVID-19, coronavirus or other related or similar illnesses or conditions; or (3) claims by employees of any of Supplier's contractors, subcontractors or independent contractors. The policies shall not include any exclusions or limitations for per-and polyfluoroalkyl substances (PFAS) and related materials. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Supplier and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation. non-renewal or material modification the Office of the Commissioner of Baseball and the MLBPA shall receive at least thirty (30) days written notice thereof. Each Supplier shall furnish the Office of the Commissioner of Baseball and the MLBPA with certificates of insurance (or actual policies at the request of the Office of the Commissioner of Baseball or the MLBPA) evidencing compliance with all insurance provisions noted above upon execution of this Agreement and annually at least 10 days prior to the expiration of each required insurance policy. If any of the required policies are written on a claims made basis, Supplier shall maintain such coverage under equivalent terms and conditions for a period of three (3) years after termination of the Agreement and provide evidence of such coverage to the Office of the Commissioner of Baseball and the MLBPA on an annual basis during the three (3) year period. The Commissioner of Baseball and the MLBPA reserve the right to review all coverages on an annual basis throughout the Term of this Agreement and, in its discretion, require Supplier to obtain additional types or increased limits of insurance. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Supplier. Receipt of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

Such certificate of insurance shall specifically list any and all permissible deductibles applicable to the policies listed therein and shall include the following language in its entirety:

- The MLB Indemnitees must be named as Additional Insureds under the Commercial General Liability, Autmobile Liability (if applicable) and Umbrella Liability Policies.
- 6. Supplier hereby grants the MLB Entities an irrevocable, worldwide, transferable, royalty-free license to include in any and all images, photos or videos distributed by any MLB Entities, or with permission of the MLB Entities, images of Supplier's footwear (and any design or elements contained therein or thereon), including, without limitation, any and all copyrights, patents, trademarks, service marks, trade secrets, trade dress and other proprietary rights therein or thereon, as and to the extent worn by any Players or other on-field personnel.
- 7. Supplier represents, warrants and covenants that, throughout the term of this Agreement (i) it has the full right, power and authority to enter into and fully perform this Agreement, and to grant all of the rights granted hereunder, (ii) its footwear and all elements contained therein shall not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity, (iii) in producing the footwear and in performing its obligations under this Agreement, Supplier shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations and orders of the United States, and the states, cities or other political subdivisions thereof having jurisdiction ("Laws"), including, without limitation, the United States Foreign Corrupt Practices Act and other applicable anti-bribery Laws, and information security and privacy Laws.
- 8. The MLB Entities shall not be liable for any claim, liability, damage or expense (including attorneys' fees and costs) arising out of or relating to Supplier's: (i) breach of this Agreement; or (ii) negligence or willful misconduct. In no event shall the MLB Entities be liable for any consequential, incidental, punitive, special or indirect damages of any kind.
- 9. Supplier shall defend, indemnify and hold the MLB Entities harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to any breach or alleged breach of Supplier's representations, warranties, or covenants in this Agreement, and any negligence or willful misconduct.
- 10. This Agreement supersedes all prior agreements and understanding, whether written or oral, pertaining to its subject matter and cannot be modified or amended except by a written instrument signed by the Office of the Commissioner, the Major League Baseball Players Association and Supplier. All rights and obligations that accrue pursuant to this Agreement prior to the expiration or termination of

this Agreement, as the case shall be, and the representations, warranties and covenants made in, and the indemnifications provided pursuant to, this Agreement shall survive the expiration or termination of this Agreement. Each term of this Agreement shall be considered separate, and if any term is held invalid or unenforceable, the remaining terms shall be binding and enforceable.

- 11. Should any provision of this Agreement require interpretation or instruction, it is agreed that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against any of the MLB Entities or a Supplier by reason of the rule of instruction that a document is to be construed more strictly against the preparer of the document.
- 12. Supplier shall not assign any rights or delegate any duties or obligations under this Agreement.
- 13. The validity, construction, and enforceability of this Agreement, and all matters or disputes arising under this Agreement (including any arbitration proceeding pursuant to this paragraph), shall be governed by the laws of the State of New York, without regard to its conflict of law principles, applicable to contracts entered into and performed entirely within that State. Except as set forth in Section VI of the Regulations, any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. The place of arbitration shall be New York County, New York State. Except as shall be required by law, neither a party to the arbitration nor an arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all such parties. The arbitration shall be conducted one (1) arbitrator in accordance with the AAA Rules for Expedited Procedures, which arbitrator shall be selected in accordance with the AAA Rules for Expedited Procedures, and which arbitrator shall have had at least twenty (20) years' experience in general commercial transactions and contract disputes. In connection with any arbitration proceeding: (a) no arbitrator shall have been employed by the MLB Entities or Supplier and its consultants within the previous five (5) year period; (b) the arbitrator shall be neutral and independent of the MLB Entities and Supplier; (c) no arbitrator shall be affiliated with any auditors of the foregoing entities; and (d) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) the foregoing entities. The arbitrator shall have no

authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as shall be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated herein. The award of the arbitrator shall be accompanied by a reasoned opinion. The MLB Entities and Supplier also shall, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

The undersigned has read the Regulations, including its exhibits and attachments and this Agreement, and agrees to each of the sections set forth therein.

Supplier:	
Name:	
Print Name:	
Title:	
Date:	
Contact name:	
Title:	
Address:	
City:	
State / Province:	
Postal Code:	
Country:	
Email:	
Phone:	

EXHIBIT 2 DESIGN RECIPIENTS [TO BE PROVIDED]

		•
	Name	E-mail Address
Office of the Commissioner	Chris Knettel Julia Hernandez MLB — Footwear	christopher.knettel@mlb.com julia.hernandez@mlb.com footwear@mlb.com
Players Association	Bob Lenaghan	bobl@mlbpa.org
Arizona Diamondbacks	Roger Riley	rriley@dbacks.com
Athletics	Matt Weiss	mweiss@athletics.com
Atlanta Braves	Calvin Minasian	calvin.minasian@braves.com
Baltimore Orioles	Fred Tyler	ftyler@orioles.com
Boston Red Sox	Tom McLaughlin	tmclaughlin@redsox.com
Chicago Cubs	Daniel Mueller	dmueller@cubs.com
Chicago White Sox	Rob Warren	rwarren@chisox.com
Cincinnati Reds	Rick Stowe	rstowe@reds.com
Cleveland Guardians	Tony Amato	tamato@cleguardians.com
Colorado Rockies	Mike Pontarelli	mike.pontarelli@rockies.com
Detroit Tigers	Sam Menzin	sam.menzin@tigers.com
Houston Astros	Carl Schneider	cschneider@astros.com
Kansas City Royals	Jeff Davenport	jeff.davenport@royals.com
Los Angeles Angels	Guy Gallagher	guy.gallagher@angels.com
Los Angeles Dodgers	Alex Torres	alext@ladodgers.com
Miami Marlins	Simon Beloff	sbeloff@marlins.com
Milwaukee Brewers	Jason Shawger	jason.shawger@brewers.com
Minnesota Twins	Rodney McCormick	rodneymccormick@twinsbaseball.com
New York Mets	Kevin Kierst	kkierst@nymets.com
New York Yankees	Rob Cucuzza	rcucuzza@yankees.com
Philadelphia Phillies	Phil Sheridan	psheridan@phillies.com
Pittsburgh Pirates	Kiere Bulls	kiere.bulls@pirates.com
St. Louis Cardinals	Mark Walsh	mwalsh@cardinals.com
San Diego Padres	TJ Laidlaw	tlaidlaw@padres.com
San Francisco Giants	Brad Grems	bgrems@sfgiants.com
Seattle Mariners	Joe Van Vleck	jvanvleck@mariners.com
Tampa Bay Rays	Tyler Wall	twall@raysbaseball.com
Texas Rangers	Brandon Boyd	bboyd@texasrangers.com
Toronto Blue Jays	Mustafa Hassan	mustafa.hassan@bluejays.com
Washington Nationals	Daniel Wallin	daniel.wallin@nationals.com



<u>Use of Major League Baseballs During PDL Rehabilitation Assignments</u> <u>Guidelines & Protocols</u>

A Major League pitcher or Two-Way player (rehabilitating an injury that limits the Two-Way player's ability to perform as a pitcher) will be permitted to use Major League baseballs while on a Major League Injury Rehabilitation assignment, and a Triple-A pitcher will be permitted to use Class AAA baseballs while on a Minor League Injury Rehabilitation assignment if the following requirements are met:

- i. The Major League General Manager, Assistant General Manager, Farm Director or other authorized front office representative of the MLB Club must notify MLB PDL and the General Manager of the PDL affiliate of the fact that the Major League pitcher or Two-Way player intends to use Major League baseballs, or that the Triple-A pitcher intends to use Class AAA baseballs (as appropriate, given the status of the player) during the upcoming rehabilitation assignment.
- ii. The Commissioner's Office will notify the opposing Farm Director, the home PDL GM, and MLB Umpire Development, and will repeat this process at the start of each series until the pitcher is returned from his rehab assignment. The home PDL GM shall inform the umpire crew of the rehabilitating player's use of Major League or Class AAA baseballs (as appropriate, given the status of the player) during their appearance in that game.
- iii. The MLB Club shall provide a sufficient number of Major League or Class AAA baseballs, as appropriate, for each game in which the rehabilitating player appears on an Injury Rehabilitation assignment and uses Major League or Class AAA baseballs (as appropriate, given the status of the player).
- iv. No other player, other than the player on the Injury Rehabilitation assignment, will be permitted to use any baseballs other than the baseball designated for his League's classification.
- v. The ball persons will "swap out" Major League and Class AAA baseballs and the ordinarily designated Minor League baseballs during the game as necessary.

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MAJOR LEAGUE BASEBALL ADVERTISING STANDARDS & RULES FOR BASEBALL PROGRAMMING

(effective as of March 1, 2024)

Set forth below are the standards and rules of Major League Baseball ("MLB") with respect to the inclusion of Advertising (as defined below) during, or in connection with, the transmission, exhibition, distribution, promotion, marketing or display, whether via over-the-air, pay television, radio, Interactive Media or any other medium now known or hereafter created (collectively, the "<u>Transmission</u>"), of any programming by, or pursuant to rights granted by, MLB in the United States ("<u>MLB Programming</u>") and any programming by, or pursuant to rights granted by, any MLB Club in its home television territory ("<u>Club Programming</u>" and, collectively with MLB Programming, "<u>Baseball Programming</u>").

As used herein, "Advertising" means: (i) any commercial and/or promotional spots during commercial breaks or immediately prior to or following any Transmission (including, without limitation, pre-roll and post-roll); (ii) any association with and/or promotion of a product, service or offering (including through links or referrals to such advertising or promotion) appearing on any page, screen or other discrete location with, within or audible during a Transmission; or (iii) any Enhancements. As used herein, "Enhancement" means any commercial or promotional identification, recognition and/or announcement, including, without limitation, any vignette, feature, element (including, without limitation, a presenting sponsorship, rejoin, watermark, bug, sponsored "short", play of the game, crawl/ticker, bump, wipe, hashtag integration, or elevator or viewing platform (e.g., a blimp or aerial display)), billboard, drop-in, virtual or augmented reality feature, virtual electronic signage or graphic, whether audio or graphic or both, whether static or animated, but not including any commercial and/or promotional spots during commercial breaks or immediately prior to or following any Transmission.

A. All Advertising: Prohibitions

No Advertising (including any Enhancements) during, or in connection with, Baseball Programming may include any of the following advertisers or content:

1. Any tobacco, e-cigarette, natural cannabinoid or synthetic THC product and any related paraphernalia, unless (i) a cannabidiol (CBD) product is NSF Certified for Sport® (ii) any such Advertising is limited to the NSF Certified for Sport® CBD product and (iii) approved in advance in writing by MLB.

- 2. Any product that is then-identified as, or contains, a "Prohibited Substance" under MLB's drug programs (see http://mlb.mlb.com/pa/pdf/jda.pdf, as may be amended, supplemented or otherwise modified from time to time) unless approved in advance in writing by MLB.
- 3. Products, services or other advertising elements or content that are illegal in any jurisdiction in which the Advertising is displayed or heard.
- 4. Entities primarily engaged in blockchain-related products or services, cryptocurrencies, non-fungible tokens or other blockchain-based digital assets or technologies now known or hereafter created (e.g., fan token) unless (i) no cryptocurrency, initial coin offering or cryptocurrency sale is the subject of such Advertising, (ii) the name of the promoted entity is different than any specific cryptocurrency or coin referenced in such Advertising and (iii) approved in advance by MLB.
- 5. Any person or entity that engages in the sale of MLB or MLB Club game or event tickets not authorized by MLB.
- 6. Advertisers or content prohibited by these Advertising Standards & Rules for Baseball Programming or any other MLB rule, regulation, standard, policy or guideline.

B. All Advertising: MLB/Club Approval

Unless approved in advance in writing by MLB with respect to the Transmission of any MLB Programming, or by the applicable MLB Club with respect to the Transmission of any Club Programming, no form of Advertising (including Enhancements) may include any of the following advertisers or content:

- 1. Firearms or other weapons or ammunition.
- 2. Sexual or sex-related materials or services or establishments.
- 3. Contraceptives or sexual enhancement products.
- 4. Any network or media platform (e.g., websites, apps, etc.) owned or controlled by any sports league (other than MLB or Minor League Baseball ("MiLB")) or any team of any sports league (other than MLB or MiLB).

C. Enhancements: MLB/Club Approval

Unless approved in advance in writing by MLB with respect to MLB Programming, or by the applicable MLB Club with respect to Club Programming, no Enhancement may include any of the following advertisers or content:

- Social cause/issue advocacy or political advocacy unless required by law.
- 2. Solicitations of funds, volunteer efforts or religious institutions.

For the avoidance of doubt, each MLB Club must consult with MLB prior to granting approval in any category set forth in Sections B or C of these Advertising Standards & Rules for Baseball Programming.

D. Sports Betting

Except as otherwise set forth in this Section D, no Sports Betting Advertising is permitted in the MLB Game Window. "Sports Betting Advertising" means any Advertising that promotes or references (i) betting on any sport (including Advertising that promotes or references betting on any sport placed by or on behalf of a casino that operates a sportsbook (e.g., MGM and Harrah's), a fantasy sports company that operates a sportsbook (e.g., DraftKings and FanDuel) or a pure sportsbook (e.g., William Hill)), (ii) iGaming products operated by a sports betting operator or (iii) products that serve as conversion platforms for sports betting on any sport (e.g., daily fantasy or free-to-play contests) that are operated by a sports betting operator. "MLB Game Window" means the live or delayed Transmission of a full or condensed MLB game and the pre-game or post-game show associated with any such MLB game Transmission.

- 1. Approved Sports Betting Operator. Sports Betting Advertising during, or in connection with, Baseball Programming may not promote a sports betting operator unless such operator has a then-current agreement with MLB with respect to such entity's sports betting operations (an "Approved Sports Betting Operator").
- 2. *MLB Game Window*. Any person or entity authorized for Transmission of Baseball Programming (each, a "<u>Baseball Programming Partner</u>") may only accept Sports Betting Advertising during an MLB Game Window (i) with the prior consent of the authorizing entity (i.e., the MLB Club or MLB, as applicable) and (ii) subject to the following:

(a) SBA Inventory.

Sports Betting Advertising during an MLB Game Window shall be limited to (i) spots no longer than thirty (30) seconds in duration during traditional commercial breaks ("<u>Traditional SBA Spots</u>") and (ii) to the extent otherwise permitted, advertisements referenced or shown during gameplay and/or breaks in game action ("<u>In-Game SBA Inventory</u>", and, together with Traditional SBA Spots, "<u>SBA Inventory</u>").

- No more than twelve (12) total Traditional SBA Spots may run within any MLB Game Window, with no more than eight (8) Traditional SBA Spots during the Transmission of a live, delayed or on-demand MLB game and no more than an aggregate of four (4) Traditional SBA Spots during the pre-game and post-game shows immediately preceding or following such MLB game; provided that two (2) additional Traditional SBA Spots may run within an MLB Game Window if such additional Traditional SBA Spots are primarily focused on a responsible gaming public service campaign.
- No more than one (1) Traditional SBA Spot may run during any commercial break period within an MLB Game Window.
- No more than two (2) In-Game SBA Inventory may run during any MLB Game Window.
- In-Game SBA Inventory may only reference odds if they are exclusively related to MLB and such references should only be contextual; provided that no odds may appear in virtual signage inventory.
- SBA Inventory may only promote a sports betting operator that is an Approved Sports Betting Operator.

(b) Advertising Features.

- Solely to the extent approved by both MLB and the applicable MLB Club, a Baseball Programming Partner may:
 - Name an Approved Sports Betting Operator as an entitlement partner to a pre-game or post-game show (e.g., Pre-game show "Presented By").
 - Include one content feature not more than five (5) minutes in length consisting of sports betting-related content (such as odds, storylines and predictions) only during each pre-game or post-game show associated with an MLB game. Such content feature may only be sponsored by, or otherwise refer to, a sports betting operator if it is an Approved Sports Betting Operator.
- 3. Outside MLB Game Windows. Baseball Programming Partners may accept Sports Betting Advertising that is displayed or heard other than during an MLB Game Window; provided that any Sports Betting Advertising shall be limited to that of Approved Sports Betting Operators if such Sports Betting Advertising (i) is displayed or heard in a live or delayed Transmission of a primarily baseball-related show or

- (ii) is used in connection with, or likely to be associated with, any MLB or MLB Club intellectual property, including, without limitation, highlights, trademarks (e.g., logos and word marks) and trade dress elements (e.g., uniform designs and stylizations) (collectively, "MLB IP").
- 4. Sports Betting Advertising Content. The following shall apply to all Sports Betting Advertising (including, for the avoidance of doubt, SBA Inventory) during, or in connection with, Baseball Programming:
 - (a) Sports Betting Advertising must comply with applicable laws, rules and regulations in the territory(ies) in which it will be accessible or viewable.
 - (b) Sports Betting Advertising should reflect that sports betting is an entertainment activity that should only be consumed by responsible adults and be marketed accordingly to that audience.
 - (c) No Sports Betting Advertising should be designed to appeal to individuals below the legal age for sports betting and should avoid elements that could attract underage groups. Features that should be considered or restricted include symbols, language, music, gestures, cartoon characters, and groups or organizations.
 - (d) Sports Betting Advertising should not promote or condone irresponsible betting or gambling behavior, or excessive participation.
 - (e) No messaging should suggest that social, financial, or personal success is guaranteed by engaging in sports wagering, nor should any message suggest that sports betting be considered as a viable profession.
 - (f) Sports Betting Advertising should not be misleading and should not promote any illegal activity.
 - (g) Any actors or bettors represented in Sports Betting Advertising should dress and look to be of an adult age (i.e., no participants in such Sports Betting Advertising should appear to be at or below the legal age for betting).
 - (h) Unless highlights are expressly licensed by MLB for such use, Sports Betting Advertising may not feature (i) current MLB players or (ii) former MLB players if such former MLB player (A) is a current employee of MLB or an MLB Club, (B) is associated with his former MLB Club in such Sports Betting Advertising (e.g., appearing in uniform) or (C) references specific baseball bets or wagers in such Sports Betting Advertising (e.g., "Bet on Tonight's MLB Game").

- Sports Betting Advertising may not promote "risk free bets", "free bets" or similar calls-to-action.
- 5. Responsible Gaming Messaging. Sports Betting Advertising must contain the responsible gaming messaging required by applicable law, and should contain, whenever commercially practicable, the following responsible gaming messaging:
 - (a) Appropriate references to the National Council on Problem Gambling by including their 24-Hour Confidential National Hotline (1-800-522-4700), Online Chat Center (ncpgambling.org/chat), or referring people to their website to seek additional information (ncpgambling.org) or an equivalent organization outside of the United States.
 - (b) A responsible-gaming appropriate tagline (for example, to close an on-air television commercial). While the tagline is at the discretion of the operator, appropriate examples include: "Winners know when to stop," "Know your limit. Play responsibly," "Bet with your head. Stay in control," and "Have a game plan. Bet responsibly."
 - (c) Such responsible gaming messaging should be legible and in relative proportion to any script, logos, or operator branding. Messaging should also have sufficient duration to facilitate exposure (i.e., messaging should be present for at least 10% of the total ad-length or otherwise incorporated in a prominent manner).
 - (d) Any audio-based script reads referring a sports betting promotion should end with references to an appropriate responsible gaming tagline, as well as references to NCPG assistance opportunities. These scripts should last for at least 10% of the total ad-length or otherwise be incorporated in a prominent manner.
 - (e) Any sponsored segment (e.g., a 5-minute feature in a pre-game show) that references sports betting content or a sports betting branded partner should include a similar on-air reference to a responsible gaming tagline, as well as references to NCPG assistance opportunities, either verbally or visually (for example, through an on-air graphic).

E. Interactive Media Transmissions

In addition to complying with the other restrictions set forth elsewhere in these Advertising Standards & Rules for Baseball Programming, unless otherwise approved by MLB, no page, screen or other discrete Interactive Media location that includes Baseball Programming or any other MLB IP may contain any Advertising or other promotion (including through links or

referrals to such Advertising or promotion) of any third party (or product, service or other offering of any third party) that conducts business in a business category in which MLB Advanced Media, L.P. ("MLBAM") is materially involved, including, without limitation, the following:

- 1. Online sale or resale of tickets.
- 2. Online sale of baseball-related merchandise or services.
- 3. Provision of MLB game statistics.
- 4. Free to play predictive games.

F. Reciprocal Promotion

To the extent a Baseball Programming Partner uses any Advertising during, or in connection with, a Transmission of Club Programming that includes a reference to such Baseball Programming Partner's website, app or social media account, such Baseball Programming Partner will be required to promote MLB.com (or the applicable Club.com, MLB app or MLB or MLB Club social media account) during, or in connection with, such Transmission of Club Programming in the same size and location, and with the same prominence, as such Baseball Programming Partner has promoted its own website, app or social media account.

G. General

In addition to the foregoing, MLB reserves the right to, in its sole judgment, reject or instruct any Baseball Programming Partner to cease the use of any Advertising during, or in connection with, any Baseball Programming Transmission if: (i) such Advertising (w) impairs the viewing or listening of the applicable programming, (x) does not comply with these Advertising Standards & Rules for Baseball Programming, any other applicable MLB rule, regulation, standard, policy or guideline or federal, state, provincial or local laws or regulations, (y) could reflect negatively on MLB or any MLB Club or player or (z) is defamatory, dishonest, obscene, profane, in bad taste or offensive, either in theme or in treatment; (ii) such Advertising pertains to an online brand or business in which MLBAM is materially involved (other than the primary online brand or business of the applicable Baseball Programming Partner as long as such partner complies with Section F of these Advertising Standards & Rules for Baseball Programming, if and to the extent applicable); or (iii) such Baseball Programming Partner rejects or has previously rejected any Advertising submitted by MLB as part of MLB's institutional or advertising inventory pursuant to any applicable agreement between MLB and such Baseball Programming Partner (e.g., tune-in promotion to MLB telecasts with day/date/time/network identification, promotion of MLB charitable initiatives) and MLB, in its sole judgment,

deems such rejected Advertising to be analogous to the Advertising proposed to be used or being used by such Baseball Programming Partner during, or in connection with, any MLB Programming. MLB reserves all rights necessary to amend, modify and/or supplement these Advertising Standards & Rules for Baseball Programming at any time. Any requested waiver from any restrictions set forth in these Advertising Standards & Rules for Baseball Programming shall be granted in the sole and absolute discretion of MLB and may be withdrawn at any time.

For the avoidance of doubt, all Advertising during, or in connection with, a Baseball Programming Partner's Transmission of any Baseball Programming shall also be subject to, and comply with, the rules, regulations, standards, policies and/or guidelines of the applicable Baseball Programming Partner that intends to transmit or exhibit such Advertising.

Shared-Spring Training Facility Tracking System Regulations

1. General Prohibition on use of Club Cameras at Shared-Spring Training Facility. Except for events that the Club is participating in, Clubs that share Spring Training facilities with another organization are prohibited from operating any ball or player tracking system, on-field tracking system, radars, lidar scanners, motion-capture trackers, or any other technology intended to track the ball or player on the field such as Hawk-Eye, TrackMan, KinaTrax or Simi (referred to collectively herein as "Club tracking systems") during the other organization's games, events, or activities (absent an agreement from the other organization).

2. Club Tracking Systems.

- a. <u>Notice.</u> Any Club that intends to install, or has already installed, a Club tracking system in a shared-Spring Training facility must provide notice to the other organization prior to installation (unless already installed, in which case the Club must still notify the other organization of the existence of the Club tracking system).
- b. <u>Cost Sharing</u>. Any Club that intends to install, or has already installed, a Club tracking system in a shared-Spring Training facility must provide the other organization with the opportunity to also utilize the system pursuant to a cost sharing agreement between the Clubs.
- c. <u>Installation</u>. No Club may install a Club tracking system in such a manner that prohibits or substantially impedes the other organization from installing and operating its own Club tracking system (absent an agreement from the other organization).
- d. Joint System Rooms. Clubs must ensure that any Club tracking system does not impede the operation of any MLB-owned or operated system. If the operation of a Club tracking system impedes the operation of an MLB-owned or operated system, the Office of the Commissioner shall have the authority to disable the Club tracking system until such circumstances can be remedied.

3. Enforcement.

- a. **Random Audits**. Clubs and vendors must comply with any inspections or audits conducted by the Office of the Commissioner.
- b. **Discipline**. Clubs and Club Personnel will be subject to discipline by the Commissioner for any violations of this Regulation, including fines and suspensions.

Club Agreement

The [name of Major League Club] (the "Major League Club") and the [name of Asian Club] (the "[NPB or KBO or CPBL] Club"), for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 1. Major League Club represents that [name of player] ("Player") is on the Reserve List of the Major League Club within the meaning of the Major League Rules of Major League Baseball (the "MLR").
- 2. Major League Club agrees to permit [NPB or KBO or CPBL] Club to negotiate a contract with Player to play professional baseball for [NPB or KBO or CPBL] Club. In the event that Player and [NPB or KBO or CPBL] Club agree on the terms of a contract, [NPB or KBO or CPBL] Club shall sign Player to a written terms acceptance that states such terms and that states that it is contingent upon the unconditional release of Player by Major League Club pursuant to the MLR (the "Terms Acceptance").
- 3. Immediately after Player and [NPB or KBO or CPBL] Club sign the Terms Acceptance, [NPB or KBO or CPBL] Club shall provide a copies of the Terms Acceptance to Major League Club and to the Major League Baseball Commissioner's Office in New York.
- 4. As soon as practicable after Player and [NPB or KBO or CPBL] Club sign the Terms Acceptance, [NPB or KBO or CPBL] Club shall pay to Major League Club the sum of US \$ ([spell out dollar amount] United States dollars) (the "Transaction Amount") by wire transfer to a bank as directed by Major League Club.
- 5. If Major League Club cannot accomplish the unconditional release of Player on or before [date], then the Terms Acceptance shall be null and void, the Major League Club shall pay the Transaction Amount back to [NPB or KBO or CPBL] Club by wire transfer as directed by [NPB or KBO or CPBL] Club, and Major League Club and [NPB or KBO or CPBL] Club shall have no further obligations to each other with respect to Player.
- 6. This Club Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original agreement and with each counterpart to constitute one agreement between Major League Club and [NPB or KBO or CPBL] Club as of the date of the latest signature, notwithstanding that Major League Club and [NPB or KBO or CPBL] Club are not signatories to the original or the same counterpart.

- 7. This Club Agreement contains all of the terms and conditions agreed upon by Major League Club and [NPB or KBO or CPBL] Club with respect to the subject matter hereof, and no other agreements, oral or otherwise, regarding the subject matter hereof shall be deemed to exist or to bind Major League Club and [NPB or KBO or CPBL] Club. This Club Agreement cannot be modified except in a writing signed by Major League Club and [NPB or KBO or CPBL] Club.
- 8. This Club Agreement shall be interpreted in the English language, regardless of whether any party has translated this Club Agreement into any other language for its own convenience or for the convenience of anyone else.
- 9. This Club Agreement is subject to the Major League Rules and any other rules, regulations, guidelines and policies of MLB.
- 10. Each person signing this Club Agreement represents that he or she has the legal authority to bind the party for whom the person is signing.
- 11. In the event of any dispute or claim between Major League Club and [NPB or KBO or CPBL] Club in regard to the formation, application or interpretation of this Club Agreement, the sole and exclusive forum available to Major League Club and [NPB or KBO or CPBL] Club to resolve such dispute shall be arbitration by the Major League Baseball Commissioner or the Major League Baseball Commissioner's designee. The decision of the Major League Baseball Commissioner or the Major League Baseball Commissioner's designee, as the case may be, shall be final and binding and may not be challenged in any federal or state court or any other tribunal or forum in any nation.

IN WITNESS WHEREOF, the parties have executed this Club Agreement as of the day and year set forth below.

[NAME OF MAJOR LEAGUE CLUB]	
Ву:	
Name:	
Title:	

Date:

[NAME OF ASIAN CLUB]
By:
Name:
Title:

Date:

Player Terms Acceptance

The [name of Asian Club] (the "[NPB or KBO or CPBL] Club") and [name of player] ("Player"), for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 1. **[name of player]** ("Player") acknowledges that he is on the Reserve List of the **[name of Major League Club]** (the "Major League Club") within the meaning of the Major League Rules of Major League Baseball (the "MLR").
- 2. **[NPB or KBO or CPBL]** Club represents that it has reached an agreement with Major League Club pursuant to which Major League Club has given **[NPB or KBO or CPBL]** Club permission to negotiate a contract with Player.
- 3. This Terms Acceptance is contingent upon the unconditional release of Player by Major League Club pursuant to the MLR and shall become effective to reserve Player to [NPB or KBO or CPBL] Club pursuant to the rules and regulations of [NPB or KBO or CPBL] as of the moment the termination of Player's contract with Major League Club pursuant to the MLR becomes effective.
- 4. Player agrees to sign a standard-form uniform player contract with [NPB or KBO or CPBL] Club, pursuant to the rules and regulations of [NPB or KBO or CPBL], that contains the terms described in Section 10, below. Player acknowledges that Player will remain reserved to [NPB or KBO or CPBL] Club in the event that Player refuses to sign such standard-form uniform player contract and that failure to sign such contract may subject Player to discipline pursuant to the rules and regulations of [NPB or KBO or CPBL].
- 5. If Major League Club cannot accomplish the unconditional release of Player on or before [date], then this Terms Acceptance shall be null and void, and [NPB or KBO or CPBL] Club and Player shall have no further obligations to each other.
- 6. This Terms Acceptance and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original agreement and with each counterpart to constitute one agreement between [NPB or KBO or CPBL] Club and Player as of the date of the latest signature, notwithstanding that [NPB or KBO or CPBL] Club and Player are not signatories to the original or the same counterpart.
- 7. This Terms Acceptance contains all of the terms and conditions agreed upon by [NPB or KBO or CPBL] Club and Player with respect to the subject matter hereof, and no other agreements, oral or otherwise, regarding the subject matter hereof shall be deemed to exist or to bind

[NPB or KBO or CPBL] Club and Player. This Terms Acceptance cannot be modified except in a writing signed by [NPB or KBO or CPBL] Club and Player. This Terms Acceptance shall be superseded by a uniform player contract duly executed by [NPB or KBO or CPBL] Club and Player.

- 8. This Terms Acceptance shall be interpreted in the English language, regardless of whether any party has translated this Terms Acceptance into any other language for its own convenience or for the convenience of anyone else.
- 9. Each person signing this Terms Acceptance represents that he or she has the legal authority to bind the party for whom the person is signing.
- 10. Player agrees to perform services for **[NPB or KBO or CPBL]** Club for the seasons described below in consideration for the salary and other benefits described below:

IN WITNESS WHEREOF, the parties have executed this Terms Acceptance as of the day and year set forth below.

[NAME OF ASIAN CLUB]		
By:		
Name:		
Title:		
Date:		
INAME OF PLAYERI		
INAME OF PLAYERI		
[NAME OF PLAYER]		
[NAME OF PLAYER] By:		
By:		

[Date]

[General Manager]

[Address]

Dear [Name of General Manager]:

In consideration of the **Iname of Major League Club** Club's agreement to request unconditional release waivers on my contract, pursuant to Major League Rule 9(b)(2), for the purpose of allowing me to complete my commitment to sign a player contract with the [name of Asian Club] in [country], I hereby agree that, in the event any Major League Club claims my contract pursuant to Major League Rule 9(b)(5), this letter shall serve as written notice, pursuant to Major League Rule 9(b)(6), of my wish not to have my contract assigned to any such claiming Major League Club and of my request that my contract with the [name of Major League Club] be terminated as of the date of such waiver claim. I also promise to sign and deliver another letter to you, in the form of the attached draft, within four days of any waiver claim of my contract, rejecting any waiver claim assignment and requesting termination of my contract with the **Iname of** Major League Clubl, pursuant to Major League Rule 9(b)(6). That second letter shall serve as the written notice of termination contemplated by Major League Rule 9(b)(6) in the event that this letter cannot be deemed to serve as such written notice.

I acknowledge that I have signed a valid and binding terms acceptance with the [name of Asian Club] in [country] that shall become effective as of the moment my contract with the [name of Major League Club] is terminated, that such terms acceptance shall then serve to reserve me to the [name of Asian Club] in [country] as of such time and that the [name of Major League Club] are relying upon my representation that I have signed such terms acceptance.

	Sincerely,
	[player name]
enclosure	

ACDEL	
AGREF	1).
MONLL	ω .

[NAME OF MAJOR LEAGUE CLUB]

By:

Print name:

cc: Commissioner's Office

MEMORANDUM

TO: All Major League Club Employees and Independent

Contractors

All Professional Development League Employees and

Independent Contractors

FROM: Office of the Commissioner

DATE: March 5, 2025

RE: Major League Baseball Disclosure Policy

The following is Major League Baseball's Disclosure Policy. <u>All</u> employees and independent contractors of: (i) Major League Clubs, including those working with Major League and Minor League teams, with the exception of players; and (ii) Professional Development League Clubs (collectively hereinafter referred to as "Covered Individuals"), must adhere to the obligations detailed in this policy. This policy applies to all Covered Individuals, regardless of whether the individual is required to submit a Certification of Disclosure pursuant to Section IV below. Each organization must make a copy of this Disclosure Policy available to all Covered Individuals, including international staff, and Major League Clubs must post a copy in all Major and Minor League clubhouses (including Dominican Republic academies).

I. REPORTING REQUIREMENTS

All Covered Individuals are required to immediately report any information described in the following nine categories ("Required Information") to the Office of the Commissioner:

A. Prohibited Substances: Any evidence or reason to believe that a player or Covered Individual has used, possessed, or distributed any substance prohibited under Major League Baseball's Drug Programs. The obligation to report applies equally to Performance Enhancing Substances, Stimulants, and Drugs of Abuse. Clubs also must inform the Commissioner's Office of any positive drug test results reported under a Club-administered drug testing program, including those positive test results of players who were considered for but did not ultimately sign a contract.

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- **B.** <u>Criminal Violations</u>: Any evidence or information that a player or Covered Individual has been (1) arrested or charged with <u>any</u> criminal act, or (2) is the subject of a criminal investigation. Criminal acts include, but are not limited to, sexual assault, domestic violence, resisting arrest, and driving while intoxicated, or any other criminal act related to the use of alcohol.
- C. <u>Domestic Violence</u>, <u>Sexual Assault</u>, <u>and Child Abuse</u>: Any evidence or information related to a potential act of domestic violence, sexual assault, or child abuse by a player or Covered Individual, <u>regardless of whether the player or Covered Individual is the subject of a criminal investigation or has been arrested or charged with a criminal offense.</u>
- D. <u>Betting</u>: Any evidence or information related to a potential violation of Major League Rule 21, Major League Baseball's Policy on Sports Betting, the Sports Betting Policy for Major League Players, the Sports Betting Policy for Minor League Players, or the PDL Sports Betting Integrity Policy by a player or Covered Individual. Violations include, but are not limited to, betting on baseball and placing bets with illegal bookmakers.
- E. <u>Hazing and Bullying</u>: Any evidence or information related to a player's potential violation of the Anti-Hazing & Anti-Bullying Policies (Major League or Minor League).
- **F.** <u>Harassment</u>: Any claims of harassment based on any protected characteristic asserted against players, Field Managers, or the following executives of Major League or PDL Clubs: Presidents, CEOs, Presidents of Baseball Operations, General Managers, or Owners. This covers claims raised internally with the Club, in addition to claims filed in court, arbitration, or with an administrative agency.
- G. Alcohol and Marijuana-Related Conduct: Any evidence or information related to a player's or Covered Individual's potential violation of the Alcohol and Marijuana-Related Conduct Policies (Major League or Minor League).
- **H.** <u>Age and Identity Issues</u>: Any evidence or information suggesting that an amateur player's claimed identity or date of birth may be false. This includes, but is not limited to, evidence of any institutional records (such as birth, hospital, school, or vaccination records) or information from interviews that is inconsistent with the player's reported identity (including name and family relationships) or date of birth.

I. <u>Medical Records Misconduct</u>: Any information reflecting a potential violation of MLB's medical disclosures and medical records requirements, including but not limited to violations of the Electronic Medical Records ("EMR") Protocol in Major League Baseball Regulation 6-1.

Covered Individuals must immediately report Required Information to either: (1) the Major League Club's most senior Baseball Operations official, who must immediately report the information to the Office of the Commissioner; (2) the General Manager or Control Person of the PDL Club, who must then immediately report the information to the Office of the Commissioner; or (3) directly to the Office of the Commissioner. Covered Individuals may contact Jon Coyles ((917) 494-1256) or Moira Weinberg ((917) 361-8309) of the Commissioner's Office to report Required Information or seek guidance about whether information should be reported, as well as Quest Meeks ((504) 407-6122) for betting-related information, Steven Gonzalez ((516) 445-9795) for harassment-related information, Rebecca Seesel ((202) 277-9686) for age/identity-related information, and Kevin Ma ((603) 315-4983) for information about medical records misconduct. Reporting information to a Resident Security Agent or an anonymous hotline does not satisfy the obligation to report Required Information to the Commissioner's Office.

II. PENALTIES

Any Major League Club that fails to timely disclose Required Information to the Commissioner's Office may be disciplined in accordance with the Major League Constitution, including a fine in an amount up to \$5,000,000, and any PDL Club may likewise be disciplined in accordance with the PDL License Agreement. Additionally, Covered Individuals who violate this policy may be subject to discipline by the Commissioner, up to permanent expulsion from Major League and Minor League Baseball.

III. EXCEPTION

There is one exception to the above-described reporting obligation: healthcare providers (including, but not limited to, physicians, certified athletic trainers, psychologists, and employee assistance professionals) are not required to report Required Information to the Commissioner's Office if such disclosure would violate federal or state laws, or the rules of professional licensing organizations, relating to the confidentiality of patient communications or medical records.

IV. CERTIFICATIONS OF DISCLOSURE

Between the last day of a Major League Club's season and no later than December 1, 2025, each of the following categories of employees is required to submit a certification stating that the individual has no undisclosed knowledge of any Required Information: (1) Major League Club front office Baseball Operations employees; (2) Major League Club security employees and independent contractors interacting with players at the Major League and Minor League level; (3) Major League clubhouse employees and independent contractors working at the Major League and Minor League level, including coaches and field staff; (4) Major League Club healthcare providers working at the Major League and Minor League level; and (5) any other Covered Individual who is a member of the Club's traveling party for road trips. Individuals must submit the certifications to the Commissioner's Office by using this linked form: https://surveys.research-mlb.com/s3/524ff9a71f1d by December 1, 2025. Failure to submit accurate and complete certifications may result in disciplinary action by the Commissioner.

Please note that individuals outside of the above categories, including employees and independent contractors of Professional Development League Clubs, are <u>not</u> required to submit Certifications of Disclosure, though they are required to disclose Required Information.



MEMORANDUM

TO: ALL MAJOR LEAGUE CLUBS

ALL CLUB MARKETING, SALES AND SPONSORSHIP

EXECUTIVES

ALL CLUB COUNSEL ALL MLB ENTITIES

FROM: Office of the Commissioner

DATE: March 25, 2025

RE: BLOCKCHAIN DIGITAL ASSETS AND COMMERCIAL

ARRANGEMENTS WITH BLOCKCHAIN COMPANIES

This bulletin sets forth Major League Baseball's policy regarding (i) commercial agreements between Clubs, on the one hand, and entities that are engaged in the Blockchain Digital Asset business, on the other hand, and (ii) the engagement by Clubs in the Blockchain Digital Asset business. For purposes of this bulletin, "Blockchain Digital Assets" means cryptocurrencies, non-fungible tokens and/or other blockchain-based digital assets or technologies (e.g., fan tokens). This bulletin supersedes the "Blockchain Digital Assets and Commercial Arrangements with Blockchain Companies" regulations dated February 23, 2022.

Please note that the blockchain landscape continues to change rapidly; as such we will review this policy periodically to determine if changes are appropriate.

I. Club Commercial Arrangements with Blockchain Companies

Subject to the provisions of the Major League Baseball Interactive Media Rights Agreement ("IMRA") and the Major League Baseball Agency Agreement (the "Agency Agreement"), and the restrictions set forth in this bulletin, a Club may enter into a promotional, marketing or sponsorship arrangement with an entity that is directly or indirectly engaged in the business of promoting, creating, issuing, storing, trading, selling, distributing or providing financial advisory services solely regarding Blockchain Digital Assets (or any related products or services, such as "digital wallets") (a "Blockchain Company") subject to compliance with the following conditions and requirements:

A. Permitted Blockchain Companies.

- 1. Clubs may not enter into any arrangement with a Blockchain Company that is not determined to be a "Permitted Blockchain Company" by the Office of the Commissioner of Baseball ("BOC"), unless otherwise approved in writing by the BOC. The BOC will designate an entity as a Permitted Blockchain Company only if the entity:
 - (i) does not have a public affiliation with any specific Blockchain Digital Asset, as determined by the BOC in its sole discretion (e.g., has a brand name that is distinguishable from any specific Blockchain Digital Asset and does not offer a product or service that is reasonably understood to be synonymous with, or otherwise unavoidably entangled with or linked to, a specific Blockchain Digital Asset), unless the BOC determines, in its sole discretion, that the affiliated Blockchain Digital Asset and/or the entity's activities in respect to such affiliated Blockchain Digital Asset are subject to sufficient regulation or supervision by a governmental authority to mitigate any material risks to Major League Baseball or any Club in promoting such affiliated Blockchain Digital Asset (a "Regulated Digital Asset");
 - (ii) to the extent applicable, is registered with the Financial Crimes Enforcement Network, is licensed or chartered by federal or state banking agencies and, in the case of Blockchain Companies that are cryptocurrency advisors, registered with the Securities and Exchange Commission (SEC) and/or the Commodity Futures Trading Commission (CFTC) and with any applicable state financial service agencies;
 - (iii) conducts its business activities in full compliance with all applicable laws, rules and regulations;
 - (iv) is not, directly or indirectly, engaged in a business that is primarily related to promoting, creating, issuing, storing, trading, selling or distributing fan tokens (a "Fan Token Blockchain Company"); and
 - (v) has been determined by the BOC, in its sole discretion, to be a reputable company and to not engage in any activity that may pose a material risk of reputational harm to Major League Baseball, the BOC or any Club.

Factors that will be considered by the BOC in its analysis of whether a Blockchain Company is reputable or engages in activity that may pose a material risk of reputational harm include, but are not limited

- to, the scope of the Blockchain Company's services (e.g., if the Blockchain Company advises investors with respect to financial assets other than cryptocurrencies), whether the Blockchain Company is associated with a Blockchain Digital Asset or blockchain network that has suffered a major security incident, exploit, theft or other loss, or is alleged to be implicated in fraud, misappropriation, money laundering, or other illegal activities, whether the Blockchain Company is currently the subject of any SEC or other regulatory inquiry or investigation and whether the Blockchain Company has previously been sanctioned by the SEC, the CFTC or other governmental entity.
- 2. In order to ensure that the BOC has the appropriate information and time to determine whether a Blockchain Company qualifies as a Permitted Blockchain Company, prior to executing any binding or non-binding term sheet or otherwise reaching a business arrangement with any Blockchain Company, a Club must (i) consult with the BOC on the proposed arrangement to ensure that the Blockchain Company qualifies as a Permitted Blockchain Company and that the terms of the proposed arrangement are otherwise in compliance with this policy and (ii) unless such Blockchain Company is already a party to a national agreement with Major League Baseball, obtain and provide to the BOC assurances (which may, upon the request of the BOC, be required to be from qualified outside counsel) that the Blockchain Company and all of its products and services, as well as the proposed arrangement with the Club, complies with all applicable laws, rules and regulations (which may, upon the request of the BOC, be required to be in the form of a formal written legal opinion or law firm memorandum).
- B. Commercial Arrangements Must be Legal and Comply with MLB Rules and Regulations. Clubs may not enter into any arrangement with a Blockchain Company (i) that is engaged in activities that are illegal or (ii) that includes terms which are illegal, in each case under any applicable federal, state and/or foreign laws. In addition, any arrangement with a Blockchain Company must comply with any applicable federal, state or foreign legal requirements as well as all applicable MLB rules and regulations (e.g., MLB's social media policies).
- C. Commercial Arrangements Must be Pre-Approved by the BOC. A Club that seeks to enter into an arrangement with any Permitted Blockchain Company must submit the draft agreement to the BOC before it is executed to ensure that the terms of the arrangement comply with this policy and other applicable MLB rules and regulations.

D. Prohibited Commercial Arrangements. A Club is prohibited from entering into any arrangement with any Permitted Blockchain Company that would require the Club to secure a license or registration under applicable securities, commodities, banking or money transmission laws or regulations.

E. Prohibited Terms in Commercial Arrangements.

- 1. A Club may not grant a Permitted Blockchain Company a license or authorization to promote any Blockchain Digital Assets other than a cryptocurrency exchange, a cryptocurrency wallet or storage product, a cryptocurrency payment processor, a cryptocurrency advisory business or any other Blockchain Digital Asset approved in advance by MLB (collectively, "Permitted Blockchain Services"); provided that such promotion is limited to the brand of the applicable Permitted Blockchain Company and/or such company's Permitted Blockchain Services. No cryptocurrency (other than a Regulated Digital Asset), initial coin offering, cryptocurrency sale or fan token may be promoted; however any such promotional campaigns may include a reference to a specific cryptocurrency or coin, or provide for a cryptocurrency integration within a campaign element, so long as (i) the cryptocurrency or coin product is either (a) a Regulated Digital Asset or (b) not the primary focus or subject of the campaign, (ii) the cryptocurrency or coin product complies with all applicable laws, rules and regulations and (iii) such promotional campaign has been reviewed and approved in advance by MLB. Campaign materials with respect to any promotion of Permitted Blockchain Services must be submitted to MLB for review through Trademark Insight.
- 2. Pursuant to IMRA, Major League Baseball is responsible for licensing and the commercialization of digital assets using any MLB or Club intellectual property; therefore, Clubs are prohibited from independently authorizing the use of Club marks and logos or any other Club intellectual property via Interactive Media in connection with the marketing, advertising, promotion, creation or sale of NFTs or fan tokens. No creation, offer or sale of NFTs, fan tokens, or other Blockchain Digital Assets shall be approved by MLB other than pursuant to a then-current agreement between MLB and a Blockchain Company.
- 3. A Club may not grant a Permitted Blockchain Company a license or authorization to purchase advertising during the telecast, radio or digital broadcast of a Club's games that does not comply with Section I(F) of this bulletin.

F. Advertising During the Telecast, Radio and Digital Broadcast of MLB Games

- 1. Prohibited Advertisements. Clubs may not sell, and Club telecast, radio and digital rightsholders may not accept, any advertising that relates to or promotes Blockchain Digital Assets ("Blockchain Advertisements") except as set forth in Section I(F)(2) below.
- 2. Permitted Advertisements. Clubs may sell, and Club telecast, radio and digital rightsholders may accept, Blockchain Advertisements aired during the live or delayed transmission of a full or condensed MLB game or during the pre-game or post-game show associated with the MLB game if (a) no cryptocurrency, initial coin offering or cryptocurrency sale is the subject of the Blockchain Advertisement and (b) no brand name that is indistinguishable from a specific cryptocurrency or coin is being promoted in the Blockchain Advertisement. Notwithstanding the foregoing, a Blockchain Advertisement may include a reference to a specific cryptocurrency or coin so long as such cryptocurrency or coin product is not the primary focus or subject of the Blockchain Advertisement.

The provisions in this Section I(F) also shall be applicable to MLB domestic national telecast, radio and digital rightsholders, except as otherwise provided in any agreement with such rightsholder that has been approved by the Clubs.

G. <u>Unrestricted Commercial Agreements</u>. For the avoidance of doubt, subject to the provisions of IMRA and the Agency Agreement, a Club may enter into (and this policy will not restrict) a promotional, marketing or sponsorship arrangement with a Blockchain Company (other than a Fan Token Blockchain Company) that does not relate to or promote any Blockchain Digital Assets (e.g., advertising purchased by Venmo that does not relate to or promote the transfer of any specific cryptocurrency through Venmo).

II. Central Baseball Commercial Arrangements with Blockchain Companies

Central baseball entities, including, without limitation, the BOC The MLB Network, LLC and MLB Advanced Media, L.P., are permitted to enter into any arrangement with a Blockchain Company with the prior approval of the Commissioner.

III. Club Engagement in the Blockchain Digital Asset Businesses

Clubs are prohibited from creating, issuing or distributing NFTs, fan tokens and other Blockchain Digital Assets. Clubs must also not engage in any activity with respect to any Blockchain Digital Asset that would require

the Club to secure a license or registration under applicable securities, commodities, banking or money transmission laws or regulations. Notwithstanding the foregoing, Clubs may accept cryptocurrencies for goods and services offered by the Club and may therefore store, trade and sell those cryptocurrencies to the extent necessary to effect such sales.

With respect to NFTs, as of the date of this bulletin MLB's exclusive partner for the design, production, minting and sale of digital collectibles as NFTs is Candy Digital, provided that Topps holds certain rights regarding NFTs designed as trading cards. Clubs that wish to have Club-determined NFTs minted and sold should notify MLB by contacting Matt Japko (Matt.Japko@mlb.com) and Harry McNeil (Henry.Mcneil@mlb.com), who will work with Candy and the Club to further evaluate the opportunity.

For the purposes of this policy, "NFT" means a unique cryptographically-generated token that uses a Blockchain Platform to link with a unique digital product or good that cannot be replicated. "Blockchain Platform" means an open-source public (e.g., Ethereum) or proprietary blockchain-based distributed computing platform and operating system featuring smart contract (scripting) functionality or any similar successor technology that is used to authenticate, secure, and transfer NFTs. Fan tokens are distinguishable from NFTs as a fan token can be fungible and is neither unique nor intended or created with the express and limited purpose of being a collectible.

IV. Subordination; Approval

Notwithstanding anything herein to the contrary, any arrangement that a Club may enter into with a Permitted Blockchain Company (including, in each case, any amendment or extension thereto) shall be reduced to a complete written agreement, and each such agreement shall:

- include the required language set forth in <u>Exhibit A</u> attached hereto; and
- 2. require the prior written approval of the BOC.

A copy of each such agreement shall be submitted to the BOC no later than ten (10) business days prior to execution. The final executed agreement with a Permitted Blockchain Company must be provided to the BOC within ten (10) business days of execution.

With respect to any arrangement for which the prior written approval of the BOC is required pursuant to this Section IV, the applicable agreement(s) shall be submitted to Julia Gaffin Vogel (julia.vogel@mlb.com) with copies to Matt Japko (matt.japko@mlb.com) and Harry McNeil (Henry.Mcneil@mlb.com).

If you have any questions regarding this bulletin, please contact Kenny Gersh (kenny.gersh@mlb.com).

Exhibit A

REQUIRED LANGUAGE FOR COMMERCIAL AGREEMENTS WITH PERMITTED BLOCKCHAIN COMPANIES

Any agreement entered into by a Club with a Permitted Blockchain Company must include the following contract provisions (or substantially similar provisions approved by the BOC):

- 1. <u>Representations, Warranties and Covenants</u>. "[Permitted Blockchain Company] hereby represents, warrants and covenants:
 - a. This Agreement, and all marketing, promotional, sponsorship or other activities utilizing rights granted by the Club pursuant to this Agreement, complies, and shall comply with at all times during the term of this Agreement, with all applicable laws, rules, statutes, orders, regulations, permits, codes and other legal requirements (collectively, "Laws");
 - b. Any and all licenses, registrations and permits required by Laws for [Permitted Blockchain Company] to engage in the activities contemplated under this Agreement (including, without limitation, to issue, distribute, exhibit, trade, conduct, exploit or otherwise use any digital assets or related services) have been or will be properly obtained by [Permitted Blockchain Company];
 - c. In furtherance, but not limitation, of clause (b) above, [Permitted Blockchain Company] shall at all times during the term of this Agreement operate and support its products and services in compliance with and conforming to any and all applicable U.S. or international banking and/or financial Laws and the applicable regulations and/or guidance issued pursuant thereto;
 - d. [Permitted Blockchain Company] shall ensure that all customer data collected or otherwise obtained by [Permitted Blockchain Company] in connection with the activities contemplated under this Agreement shall be collected, used and maintained in compliance with all applicable data privacy and data security Laws;
 - e. In the event the Club must respond to governmental inquiries regarding any content in connection with this Agreement, [Permitted Blockchain Company] will reasonably cooperate with the Club to provide full and transparent responses to such governmental entity making such inquiry; and
 - f. All marketing, promotional, sponsorship or other activities utilizing rights granted by the Club pursuant to this Agreement shall be conducted in full compliance with all applicable MLB Documents."

- 2. Termination Provision. A provision allowing the Club to terminate the agreement in the event that: (i) an adverse regulatory or legal event, including any investigation, lawsuit or enforcement again, is brought against [Permitted Blockchain Company] or otherwise relates to [Permitted Blockchain Company]'s activities, regardless in each case if such adverse regulatory or legal event relates to this Agreement or the activities contemplated hereunder; (ii) [Permitted Blockchain Company] breaches the required representations, warranties and covenants set forth above; (iii) [Permitted Blockchain Company] ceases to be designated as a Permitted Blockchain Company (as defined in the MLB Documents) by the Office of the Commissioner of Baseball; or (iv) [Permitted Blockchain Company] is in violation of any MLB Document.
- 3. <u>Indemnification.</u> A provision indemnifying the Club and the MLB Entities from claims related to (i) any cryptocurrencies, non-fungible tokens or other blockchain-based digital assets or technologies (e.g., fan tokens) or related services offered by the Permitted Blockchain Company; or (ii) any marketing, promotional or sponsorship activities by the Permitted Blockchain Company or any product or service made available by the Permitted Blockchain Company in connection with the Agreement (including, but not limited to, claims relating to the alleged failure to comply with any applicable law).
- 4. <u>Third Party Beneficiary</u>. The Office of the Commissioner of Baseball shall be made a third-party beneficiary of such agreement.
- Information Security. It is recommended that in any agreement with a Permitted Blockchain Company where such Permitted Blockchain Company will collect consumer data and/or provide that data to the Club, that the information security terms previously provided to Clubs be utilized.
- 6. <u>Insurance.</u> A provision providing that the Permitted Blockchain Company must obtain, and continuously maintain, at its own expense, and require each of its own subcontractors to obtain and maintain, insurance policies to protect themselves, the Club and the Club's indemnified parties against exposures pertinent to its and their business in general (and the commercial agreement with the Club in particular), including, but not limited to (i) Crime Insurance naming the Club as Loss Payee (including, but not limited to, Employee Dishonesty, Computer Systems Fraud, Funds Transfer Fraud, Social Engineering Fraud coverage) and (ii) Cyber Liability or equivalent Professional Liability insurance providing coverage for claims arising out of the professional services to be provided under the agreement

(including, but not limited to, Privacy, Data Breach and Network Security Liability coverage). Please reach out to MLB's Risk Management Department or consult their Risk Management portal for complete template insurance requirements to include in any commercial agreement with a Permitted Blockchain Company.

- 7. <u>Launch Notice</u>. A provision providing that the Permitted Blockchain Company must give notice to the Club and the BOC at least ninety (90) days before the Permitted Blockchain Company launches, creates, issues, becomes affiliated with, or distributes a Blockchain Digital Asset or a new blockchain-based product or service, or causes a third party to engage in any of the foregoing.
- 8. <u>Subservience</u>. A provision setting forth that such agreement is subject and subordinate to the "MLB Documents" (as defined in Version II of the Required Language for Club Agreements contained in Schedule B of the Operating Guidelines to the Major League Baseball Agency Agreement, effective as of January 1, 2025 and as may be amended, restated, supplemented or modified from time to time).

