

EXHIBIT E

PREAMBLE

This Collective Bargaining Agreement ("CBA" or "Agreement"), which is the product of bona fide, arm's length collective bargaining, is entered into on the _____ day of December, 2005, by and between the United States Soccer Federation ("the Federation") and The Women's National Team Players Association ("the Players Association"). The Federation and the Players Association hereafter shall be referred to collectively as "the parties."

ARTICLE I

RECOGNITION

The Federation recognizes the Players Association, a bona fide labor organization, as the sole and exclusive collective bargaining representative of all persons who are or may become employees of the Federation by having been selected to play as soccer players on the United States Women's National Soccer Team ("Player(s)") with regard to all terms and conditions of employment and the Players Association is duly empowered to enter into this Agreement for and on behalf of such persons.

ARTICLE II

DURATION

This Agreement is retroactive to and shall be effective from January 1, 2005 and shall remain in full force and effect through December 31, 2012. At least sixty (60) days prior to the termination date the parties shall enter into good faith negotiations for a successor or modified agreement.

ARTICLE III

MANAGEMENT RIGHTS, UNION RIGHTS

3.1 Management Rights.

The Federation may issue such reasonable rules and regulations not in conflict with this Agreement or any applicable state or federal law, including the Ted Stevens Olympic and Amateur Sports Act and any successor legislation, concerning when, where, how and under what circumstances it wishes to operate, suspend or discontinue its activities, and the manner and the rules by which the Players shall play soccer, and conduct themselves on and off the field (including the issuance of a Player Handbook), as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Federation, after advance notice thereof to the Players Association and the Players. The Players Association reserves the right to question the reasonableness and application of the Federation's rules or regulations through the Grievance and Arbitration procedure in Article V.

3.2 Union Rights.

The Federation promptly will provide the Players Association with copies of notices of all activities scheduled for or involving the United States Women's National Soccer Team ("Team") or Player(s), including the itinerary of training camps (other than practice sessions, meals, and meetings with coaches), all appearances, and other activities, promptly after the schedule for those activities has been finalized or when the Player(s) are given notice of the activities in order that the Players Association may, in addition to remaining informed of the various activities of the Players, exercise its right to communicate with Players about their activities in an informed manner. The Federation shall also provide notice to the Players Association of any fines levied against any Player, such notice to occur before such fine is actually deducted from a Player payment.

The Players Association shall be permitted to schedule meetings with the Players at the site of Team activities, including training sessions consolidated with a match. The day and time of the meetings shall be scheduled through discussions between the representatives of the Players Association and the Team's General Manager, recognizing the right of the Players Association to hold these meetings at the activity of the Players Association's choice and the right of the Federation to have such meetings held at such times and places during that activity as the Federation believes the least disruptive to the activities and purposes of the Team. In return for Players Association agreeing to hold its meetings at such times and places as the Federation believes to be the least disruptive, the Federation shall attempt to procure the places for the Players Association to hold its meetings that are held while the Players are in camp at no additional cost to the Federation or the Players Association.

The Players Association shall receive eight (8) complimentary tickets to all matches in the United States and four (4) complimentary passes to any hospitality sessions immediately preceding and following the match.

ARTICLE IV

UNIFORM PLAYER AGREEMENT

All players shall enter into a Uniform Player Agreement with the Federation in the form annexed hereto as Exhibit A. The parties agree and acknowledge that the Uniform Player Agreement was the product of collective bargaining between the parties, and its terms in their entirety are expressly made part of this Agreement as if fully set forth herein. Notwithstanding the above the Federation may continue to use per diem contracts for players being evaluated who have never been on the roster of the Team for a game that was open to or broadcast to the public or for which a fee was charged for admission or for which the Federation was paid.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

5.1 Definitions.

- (a) Any dispute (hereinafter referred to as a "grievance") arising after the effective date of this Collective Bargaining Agreement and involving the interpretation or application of, or compliance with, any provision of this Agreement, the 2001 Agreement, a Uniform Player Agreement or exhibit thereto, will be resolved exclusively in accordance with the procedure set forth in this Article.
- (b) For purposes of Article V the terms "party" and "parties" shall include the Federation, the Players Association and any Player initiating a grievance or whose individual conduct is the subject of the grievance.

5.2 Initiation.

- (a) A grievance may be initiated by the Federation or the Players Association.
- (b) A grievance must be initiated within sixty (60) days from the date of the occurrence or non-occurrence of the event upon which the grievance is based, or within thirty (30) days from the date on which the facts of the matter became known or reasonably should have been known to the party(ies) initiating the grievance, or within thirty (30) days from the date on which the party(ies) initiating the grievance has standing to file such a grievance under this Agreement, whichever is later.

5.3 Filing.

- (a) Subject to the provisions of Section 5.2 above, a party(ies) shall initiate a grievance by filing a written notice by certified mail or fax with the other party(ies). If a grievance is initiated by the Federation and directly concerns one or more individual Player(s), written notice shall also be given to those Players by certified mail or fax. The notice will set forth the specifics of the alleged action or inaction giving rise to the grievance.
- (b) The adverse party(ies) served with a grievance will answer in writing by certified mail or fax within ten (10) days of receipt thereof.
- (c) The answer will set forth admissions or denials as to the facts alleged. If the answer denies the grievance the specific grounds for denial will be set forth.

5.4 Grievance Committee.

- (a) If a grievance is not resolved within seven (7) days after the answer has been filed, the grievance shall be referred to a Grievance Committee (unless the parties jointly agree in writing to submit the matter directly to the Impartial Arbitrator), consisting of a representative appointed by each of the parties. Within twenty (20) days following such reference, the Grievance Committee shall meet in person or by telephone on a date and at a time and place agreed upon.
- (b) At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues and/or questions presented by the grievance and review and discuss resolution and/or settlement of the grievance.
- (c) Evidence of settlement discussions and offers shall be inadmissible before the Impartial Arbitrator.

5.5 Arbitration.

If the Grievance Committee fails to resolve a grievance within seven (7) days following its meeting thereon, any party, may, within fifteen (15) days elect to arbitrate the grievance, by filing a written notice by certified mail or fax with the Impartial Arbitrator and the other party(ies).

5.6 Selection of Impartial Arbitrator.

There will be one Impartial Arbitrator, appointed jointly by the parties to this Agreement, who shall serve for the duration of this Agreement, or when an arbitration is initiated a new Impartial Arbitrator shall be selected using the method for selection of a single arbitrator in the Labor Rules of the American Arbitration Association then in effect; provided, however, that on September 1, 2006 and on each successive September 1, either of the parties to this Agreement may discharge the Impartial Arbitrator by serving written notice upon him or her by that date and upon the other party to this Agreement. The Impartial Arbitrator so discharged shall render decisions in all cases he or she previously heard but will hear no further cases. The parties to this Agreement shall thereupon either agree upon a successor Impartial Arbitrator or, failing agreement within thirty (30) days of the discharge of the Impartial Arbitrator, when an arbitration is initiated a new Impartial Arbitrator shall be selected using the method for selection of a single arbitrator in the Labor Rules of the American Arbitration Association then in effect.

5.7 Hearing.

The Impartial Arbitrator shall use best efforts to conduct a fair and complete hearing with the lowest possible costs. To that end, in appropriate cases hearings may be conducted by telephone conference call or individual witnesses may be permitted to testify by telephone. Notwithstanding the above, telephonic testimony shall not be permitted over the objection of a party if evaluation of the witnesses' credibility is of importance to the case.

The parties shall use their best efforts to produce witnesses requested to testify at the scheduled hearing. If a witness is unavailable, the party(ies) offering the witness shall notify the other party(ies) as soon as the unavailability of the witness is known.

The record shall be closed at the end of the hearing unless the Arbitrator orders to the contrary. If post-hearing briefs are permitted in a given case, they shall be filed within ten (10) days of the close of the hearing unless the parties agree to a different filing schedule.

5.8 Arbitrator's Decision and Award.

The Impartial Arbitrator shall issue a written decision as soon as practicable, and in any event, within thirty (30) days of the close of the record. The decision of the Impartial Arbitrator will constitute full, final and complete disposition of the grievance, as the case may be, and will be binding upon the player(s) involved and the parties to this Agreement; provided, however, that the Impartial Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of this Agreement or any Uniform Player Agreement. Furthermore, the Impartial Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of any exhibit to this Agreement or any exhibit to the Uniform Player Agreement unless there is a conflict or inconsistency between the provisions of the exhibit and this Agreement or any Uniform Player Agreement, in which case the Impartial Arbitrator may conform the exhibit to this Agreement or the Uniform Player Agreement. In resolving grievances, the Impartial Arbitrator has the authority to interpret, apply and determine compliance with any provision of this Agreement, or Uniform Player Agreement or exhibit thereto and to award monetary damages and/or declaratory or injunctive relief.

5.9 Time Limits.

If any grievance is not processed or resolved in accordance with the prescribed time limits within any step (unless an extension of time has been mutually agreed upon in writing) the grieving party(ies) may proceed to the next step by notifying the other party of its intent in writing. This provision does not apply to the time limit for initiating a grievance set forth in § 5.2(b).

5.10 Costs.

Except as otherwise set forth herein, all costs of arbitration, including the fees and expenses of the Impartial Arbitrator, and any jointly requested transcript costs, will be borne equally between (1) the Federation and (2) the Players Association and any grieving player(s), except that all parties shall bear their own costs of transportation, counsel, witnesses and the like.

5.11 Payment.

If a monetary award is made by the Impartial Arbitrator, payments as ordered will be made within thirty (30) days of the receipt of the award. The time limit for payment may be extended by mutual consent of the parties or by a finding of good cause for the extension by the Impartial Arbitrator.

5.12 Expedited Arbitration.

When a party initiates a grievance, it may make an application to the Impartial Arbitrator to hear the grievance on an expedited basis. Either party may request that a grievance be heard on an expedited basis by providing written notice of its request for an expedited hearing to the Impartial Arbitrator or the AAA, as applicable. If the opposing party does not agree to a request for an expedited hearing, the party requesting the expedited hearing will be entitled to have the Impartial Arbitrator or the arbitrator hear its request (on the papers, on a conference call, or in some other hearing format determined by the arbitrator or the Impartial Arbitrator) promptly, including within seventy-two (72) hours if the initiating party requests that schedule. Upon a showing of good and sufficient cause and after giving the responding party an opportunity to be heard, the Impartial Arbitrator may so direct an expedited hearing if it is determined that the circumstances so warrant, and may make all necessary modifications to the normal grievance procedures outlined in this Article V, subject to the right of the responding party to sufficient time to prepare its defense. The specific provisions for an expedited hearing set forth in the Uniform Player Agreement shall constitute good and sufficient cause for an expedited hearing pursuant to this paragraph.

5.13 Ex Parte Communications.

Neither the Federation nor the Players Association will have ex parte contact with the Impartial Arbitrator without the express written consent of the other party.

ARTICLE VI

MANAGEMENT, PLAYER AND UNION RESTRICTIONS

6.1 No Strikes, No Lockouts.

(a) Neither the Players Association nor any player shall authorize, encourage, or

engage in any strike, work stoppage, slowdown or other concerted interference with the activities of the Federation during the term of this Agreement. Nor shall any player decline to play or practice or in concert with any other person otherwise interfere with the activities of the Federation, or individually or in concert encourage any other player to do so because of picketing or a labor dispute involving any other labor organization. The Players Association shall not support or condone, any action of any player which is not in accordance with this Section 6.1 and the Players Association shall exert reasonable efforts to induce compliance therewith.

(b) The Federation shall not engage in a lockout during the term of this Agreement.

6.2 No Discrimination.

Neither the Federation nor the Players Association shall discriminate against or in favor of any player because of religion, race, color, national origin, age, marital status, or membership or non-membership in or support of or non-support of any labor organization.

6.3 Player Selection and Participation.

All Federation decisions concerning the selection and participation of Players with or on the Team shall be made solely to promote and/or enhance the best interests of the Team and the Women's National Team Program.

6.4 Complimentary Tickets.

Any player on the roster for a match in the United States that is open to the public (including World Cup Qualifying matches) or who is called in by Federation for a training session associated with such a match shall receive six (6) complimentary tickets to that match and any hospitality event immediately preceding or following the match.

Any player on the roster for a match that is not held in the United States (including World Cup Qualifying matches) that is open to the public or who is called in by Federation for a training session associated with such a match shall receive two (2) complimentary tickets to that match and any hospitality event immediately preceding or following the match.

Any player on the World Cup Roster shall receive three (3) complimentary tickets to each World Cup game in which the United States participates and the right to purchase ten (10) additional tickets to each such game at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

Any player on the roster for a World Cup Qualifier who is not on the World Cup Roster shall have the right to purchase four (4) tickets to each World Cup game in

which the United States participates at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

The Players Association shall have the right to purchase up to twelve (12) tickets to each World Cup game in which the United States participates at the price paid by the Federation for the tickets, plus any administrative or other fees authorized by FIFA that are charged by the Federation to everyone who purchases tickets from the Federation.

All tickets to the World Cup Qualifying matches and World Cup matches made available to any player and/or the Players Association pursuant to this Section 6.4 shall be subject to any and all restrictions imposed by FIFA on such tickets including, but not limited to, restrictions with respect to transfer, resale, or inclusion in promotions.

The Federation will organize a program for the Players who are named to the World Cup roster that will assist the Players' immediate families (which for this purpose shall mean a Player's parents, grandparents, siblings, children, spouses, and significant others) in traveling to the World Cup and in attending World Cup games (the "F&F Program"). The F&F Program shall be at least reasonably equivalent to the program provided in 2003, and the Federation shall be free to exercise its judgment on how best to achieve this objective. The Federation shall not be required to spend any specific amount on such F&F Program or to provide any specific support or benefits, as long as the overall program is at least reasonably equivalent to the program provided in 2003. The Federation and the Players acknowledge and understand that the precise nature of any specific F&F Program may be influenced by and dependent upon a variety of factors associated with each World Cup, including but not limited to differences in cost and circumstances, the nature of the venue(s), the quantity and quality of available facilities, security issues, and sponsor commitments. The Federation and Players also specifically acknowledge that providing a F&F Program outside the United States presents many more challenges than running a F&F Program within the United States (as was the case in 2003), and these additional challenges must be considered when determining whether a program is reasonably equivalent to the program provided in 2003. The Federation shall provide a written outline of the F&F Program to the Players in advance of the World Cup and, if requested, the Federation shall provide the Players Association a written or oral explanation of how the Federation believes the Program is at least reasonably equivalent to the program provided in 2003, including a comparison of the estimated cost of the program with the amount spent by the Federation in 2003. With the exception of the obligation to provide the F&F Program, the obligation to provide tickets as set forth above, and any other obligation explicitly set forth in this Agreement, the Federation has no obligation to provide any benefits of any kind to the Players or their friends and families, including without limitation, airfare, hotel accommodations, meals or tickets and/or entry to any events other than those listed above.

ARTICLE VII

INTEGRATION, ENTIRE AGREEMENT, CHOICE OF LAW

7.1 Integration, Entire Agreement.

It is expressly provided that substantive bargaining discussions between the parties and their prior Collective Bargaining Agreement and Uniform Player Agreement may be offered and considered by the Impartial Arbitrator, if deemed appropriate by him or her. With that exception, it is intended that this Agreement and its exhibits shall be deemed the complete agreement between the parties and that prior drafts and writings shall be deemed merged herein and of no force or effect. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by the party against whom enforcement is sought.

7.2 Choice of Law.

To the extent that federal law does not govern the implementation of this Agreement, this Agreement shall be construed and interpreted under and shall be governed by the internal law of the State of Illinois without regard to its conflicts of law provisions.

ARTICLE VIII

OTHER

8.1 Player Pool Bank Account and Association Bank Account.

Payments by the Federation to the Players based on performance of the Team shall be made to the Player Pool Bank Account. Payment by the Federation to the Players based on commercial activities of the Players (e.g., Group Licensing Payments) shall be made to the Association Bank Account. Administration of the Association Bank Account and allocation, distribution, and payment from the Association Bank Account shall be carried out by the Players Association. The Players Association shall be responsible for providing written direction and instruction to the Federation as to the distribution by the Federation of funds from the Pool Account to Players or any other persons

8.2 Players Association Communications

Federation shall provide to Players Association the opportunity to include communications from the Players Association in the Federation's "Soccer Wire," issued by the Federation's e-mail communications center. Players Association shall be limited to no more than four such communications per year. These communications must be non-commercial, including charitable activities and events and promotion of the Players Association and its activities, and shall be subject to the review and approval of the Federation, not to be unreasonably withheld. Players Association will be permitted to list its website in these communications, but only as a source for "more information" and may not otherwise promote its website in these communications.

Federation shall produce, in consultation with the Players Association, a commercial spot ("the Team Commercial"), at least thirty seconds in duration, to promote the Team. Beginning in 2007, each year, Federation shall use best efforts to arrange for inclusion of the Team Commercial in broadcasts of Women's National Team games as follows: (i) the Team Commercial shall air during that year at least as many times as the Women's Team plays games that are broadcast (i.e. if there are 5 Women's Team games broadcast in the year, the Team Commercial shall air at least 5 times that year), where those broadcasts are controlled by the Federation; and (ii) the Team Commercial shall air one or more times in at least seventy five percent (75%) of Women's Team games whose broadcast rights are controlled by the Federation. The Team Commercial must include promotion of the Women's National Team Players, but may also include promotion of the Men's National Team Players. The Team Commercial may not include promotional efforts for any commercial sponsor, and if any promotional reference is made to the Federation (for example, display of the Federation logo at the beginning or end of the commercial), reasonably equivalent promotional reference must be made to the Players Association as well.

Federation shall provide a link on its website to the Players Association on its "Women's National Team" page. The link shall be in the form of a graphic, to be provided by Players Association and subject to specifications provided by Federation (subject to change based on changes to the page), of reasonably equivalent prominence (location and size) to other links on that page.

8.3 Player Appearances

In furtherance of the Federation and Players Association's mutual desire to promote the sport of soccer and the Players, Players Association agree that Players and Players Association will use their best efforts to ensure that Players will fulfill all Player Appearances (as defined in the Uniform Player Agreement) requested by the Federation for Federation sponsored events. Federation will use reasonable efforts not to request appearances by an unspecified Player unless Federation has established that the Federation or sponsor requesting the appearance will not cancel the appearance depending on what Player is selected. Players Association does not guarantee that any particular Player will make any particular Appearance but agrees that some Players shall

fulfill the Appearance. Players Association will use its best efforts to ensure that all Players have an opportunity to make Player Appearances and that no Player receives a disproportionate number of Player Appearances. Players shall be compensated for Player Appearances in the amount set forth under "Sponsor Appearance Fee" in the 2005-2012 Women's National Team Wage, Bonus, and Sponsor Appearance Fee Schedule (Exhibit A to the Uniform Player Agreement)(the "Sponsor Appearance Fee").

In exchange for Players Association's agreement with respect to Player Appearances, Federation agrees to utilize Players in at least ten (10) appearances per calendar year starting in 2005 using Players not specified by name, paying the Players the Sponsor Appearance Fee. If Federation does not utilize Players in at least ten (10) appearances in a calendar year (starting in 2005) by Players not specified by name, for each Appearance not used Federation shall pay the "Sponsor Appearance Fee" amount into the Association Bank Account on December 31st (or the last business day) of that calendar year.

In addition to the player appearances listed above, in recognition of the Team's 2004 Olympic Gold Medal, Federation agrees to utilize Players in at least five (5) additional appearances per calendar year starting in 2005, pursuant to the same conditions as listed above, including the same obligation to pay for unused appearances by December 31st of each calendar year.

8.4 Access to Photographs and Footage

The Federation agrees to make photographs and footage of the United States Women's National Soccer Team and its games available to the Players Association and the Players for uses in accordance with the terms set forth in paragraph 7 of the Uniform Player Agreement for use by Players in connection with charity events. The Federation shall not charge Players or Players Association for such uses of such photographs and/or footage, however, Players Association and/or Players shall be responsible for all third party costs associated with acquiring such photographs or footage.

8.5 Heading and Organization.

The headings and organization of this Agreement are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting this Agreement.

8.6 Time Periods.

- (a) Unless specifically stated otherwise, the specification of any time period in this Agreement shall include any non-business days within such period, except that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to fall on the following business day.
- (b) All time periods referred to herein shall be deemed to begin on the day immediately following the day on which the relevant event

occurred.

8.7 Exhibits.

All of the Exhibits hereto are an integral part of this Agreement and of the agreement of the parties thereto.

8.8 Assignability.

The Federation shall retain the right to assign or license any of its rights herein to any division of the Federation or a subsidiary or similar legal entity created to perform licensing and/or marketing functions performed by the Federation or its agents as of the date hereof. The Players Association shall retain the right to assign or license any or all of its rights herein to any affiliated legal entity created to perform licensing and/or marketing functions on behalf of the Players.

THE WOMEN'S NATIONAL TEAM
PLAYERS ASSOCIATION

By: 

Title: 

Dated: 1/12, 2006

UNITED STATES SOCCER

By: 

Title: CEO

Dated: 01-12, 2006