

# NFL Anti-Tampering Policy

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## Definition

The term *tampering*, as used within the National Football League, refers to any interference by a member club with the employer-employee relationship of another club or any attempt by a club to impermissibly induce a person to seek employment with that club or with the NFL.

## Purpose

The purpose of the *NFL Anti-Tampering Policy*, as it applies to tampering with players, is to protect member clubs' contract and negotiating rights, and, at the same time, to allow the intra-League competitive systems devised for the acquisition and retention of player talent (e.g., college draft, waiver system, free-agent rules under an operative collective bargaining agreement) to operate efficiently. As the Policy applies to tampering with non-players, its purpose is to strike a balance between protecting the rights and maintaining the organizational stability of employer clubs, and providing realistic advancement opportunities for employees if other clubs desire their services.

## Players

- **College Players.** No club, nor any person employed by or otherwise affiliated with a club or the League (including a player), is permitted to tamper with college players who are ineligible for selection or participation in the League. Direct or indirect attempts to induce underclassmen to petition the League for special eligibility or to declare to the League their desire to enter the League under the early-graduation rule are prohibited. Club personnel who make public comments about the football ability or NFL potential of underclassmen who have not yet been officially declared eligible for the draft will be subject to discipline by the Commissioner.
- **NFL Players.** No club, nor any person employed by or otherwise affiliated with a club, is permitted to tamper with a player who is under contract to or whose exclusive negotiating rights are held by another club. The following provisions amplify and clarify this general policy concerning NFL players:
  - **Example of Tampering.** The following chain of events is enumerated here as one example of a violation of the policy against tampering with another club's players:
    1. A club's representative, or a third-party intermediary of that club (Club A), is involved in a private meeting or conversation with a player (or his representative) who is under contract to, or whose negotiating rights are held by, another club (Club B); *and*
    2. The League obtains substantiation that after or during the above contact with the player, Club A has stated, publicly or privately, its interest in obtaining his services (see "Public/Private Statements" below); *and*
    3. Contract problems or other disputes subsequently arise between the player and Club B (for example, the player's failure to report on time to Club B).

In circumstances like those of the example above, tampering will be found even in the absence of a demonstrated cause-and-effect relationship between the player's contract problems and his prior involvement with the other club. In other words, a club will not be able to defend a tampering charge in these circumstances by asserting that its private contact with a player (or the player's representative) did not involve any expression of interest in the player or was not related in any way to the player's subsequent contract problem with his club.

- ***Free-Agency System.*** It is not a violation of the Anti-Tampering Policy for a club to discuss and sign a contract with a player who is free to do so under terms of an operative collective bargaining agreement, provided such discussion or signing takes place within the period during which the player is allowed to negotiate with other clubs. Such players may also try out with other clubs during the negotiating period. Once such players have completed the negotiating period, no club is permitted to have any dealings with them unless and until their rights are relinquished by their respective clubs.
- ***Public/Private Statements.*** Any public or private statement of interest, qualified or unqualified, in another club's player to that player's agent or representative, or to a member of the news media, is a violation of this Anti-Tampering Policy. (Example of a prohibited comment: "He's an excellent player, and we'd very much like to have him if he were available, but another club holds his rights.") All clubs should be aware that improper disclosure of confidential trade discussions with another club may be a violation of this section on prohibited public statements.
- ***Contact by Player.*** If a club is contacted by a player (or his representative) who is under contract to or whose negotiating rights are held by another club, and such player had not been given permission to deal with other clubs, or such player is not in a permissible negotiating period under the terms of an operative collective bargaining agreement, then the contacted club is prohibited from talking or otherwise dealing with the player or his representative, and the contacted club must immediately report such contact to the owner or operating head of the club which holds the player's rights.
- ***Players on Waivers.*** Clubs are not permitted to contact a player for whom waivers have been requested, or his representative, during the claiming period of the waiver system. If a club is contacted by a player or his representative during this period, the only permissible response by the club is to inform the player or his representative that the club is not allowed under NFL rules to speak to him.
- ***Using Another Club's Facilities.*** It is prohibited for a club to allow a player who is under contract to (or whose exclusive negotiating rights are held by) another club to use its facilities, whether on an informal or formal basis at any time. This includes use of club facilities such as weight rooms, training facilities, practice fields, running tracks, and the like.
- ***Pro Bowl.*** Risks of tampering charges may result from seemingly casual or indirect contacts between personnel and players who, at the time of the Pro Bowl, are still under contract to their current club. Clubs should clearly remind their personnel attending the AFC-NFC Pro Bowl that the League's

Anti-Tampering Policy applies during that period of the year (before the start of the free-agency period in mid-February) and that tampering violations may be based upon contacts with players at or in connection with the Pro Bowl, including when:

1. Club executives in attendance engage in private conversations or meetings with a player or players under contract to another club; *or*
2. Club executives directly or indirectly instruct or encourage conversations or meetings involving their own players and players under contract to other organizations that can reasonably be interpreted as designed to express the club's interest in acquiring the services of such other player(s).

## **Non-Players**

No club, nor any person employed by or otherwise affiliated with a club, is permitted to tamper with a non-player employee of another club. Unless otherwise provided for in this Policy, no club may request permission to discuss employment with a non-player, non-coach employee of another club, whether or not that employee is under contract, during the employer club's playing season, defined as the period from the opening of preseason training camp through the club's final game of the season, including postseason if applicable. (See the language under "Head Coaches" and "Assistant Coaches" below that prohibits all in-season discussions or dealings concerning coaches.)

Except for Head Coaches and High-Level Club Employees (club presidents, general managers, and persons with equivalent responsibility and authority), clubs are not permitted to exchange draft choices or cash for the release of individuals who are under contract to another organization.

If a club employs an individual who has been terminated by another organization, which is entitled to an offset for compensation owed to its former employee, the terms of the employee's new contract must provide that the employee is paid an annual salary in each year of the contract which is reasonable for that employee in light of his experience, the services he will be performing, and the League's average salary for employees in similar positions. In addition to providing an overall compensation which is reasonable, the new club must also ensure that any increases which are granted to the employee in contract years subsequent to the termination of the prior club's obligations are also reasonable. In the event of a dispute, final determination will be made by the Commissioner.

[Clubs were advised by a memorandum of May 7, 2001, of the following rules, based on principles set forth in the Constitution and Bylaws, the Anti-Tampering Policy, and prevailing principles of contract law as recognized by federal and state courts decisions, that are applicable in cases where employees, such as head coaches, general managers, or other “high level” employees, “resign” or “retire” before completing their contract:

1. An employee under contract to a member club (including a head coach, general manager, or other “high level” employee) who voluntarily resigns or retires prior to the expiration of his contract, is not free to discuss or accept employment with another NFL club without the consent of the prior-employer club. This is true for the full remaining term of the employee’s contract. If a club wishes to consent to discussions of a substitute employment arrangement, that club may condition its consent on receiving appropriate compensation from the member club wishing to discuss employment with and/or hire the employee who has “retired” or “resigned.” Once an employee’s contract has expired, the employee is free to seek other employment with another NFL club, assuming there has been compliance with the Anti-Tampering Policy.
2. A club and an employee may, through individual negotiation, address the issue of the future NFL employment opportunities of a resigning or retiring NFL employee in some other way. But absent an express written agreement to the contrary, the contract principles identified in paragraph 1 shall apply.]

- ***Protocol***

As a common courtesy and to avoid inter-club disputes, whenever a club wishes to contact a non-player employee of another club about possible employment, such inquiring club must first notify the owner or operating head of the employer club to express interest. If the inquiring club has confirmed with the League office that the employee in question does not have an active contract, or if the employer club does not otherwise have the right to deny permission, the inquiring club may immediately initiate contact with the employee after notification has been sent to the employer club. No response is required after notification has been sent. (See the sections under “NFL Players” above for rules governing contacts of or by players.)

Whenever a non-player employee of a club initiates contact with another club about possible employment, the contacted club must immediately notify the owner or operating head of the employer club about the contact, after which all other applicable provisions of this Policy will apply.

Despite the other requirements of this section on protocol, if a public announcement has been made by an employer club that it has dismissed or will not be retaining an employee, such employee and any clubs interested in him or her are under no obligation to observe the club-to-club courtesies of this section.

The following special provisions apply to various categories of non-player employees:

- **Head Coaches.** These rules govern cases involving head coaches:
  - **Under Contract.** During a club's playing season, including postseason if applicable (excluding Pro Bowl), the following actions are prohibited concerning a head coach who is under contract, unless the involved head coach has been dismissed by his club: (1) No head coach may discuss or accept employment for the current or a future season with another club in the League; (2) no club may request permission to discuss employment with a head coach for the current or a future season; and (3) no employer club may grant another club permission to discuss employment with its head coach for the current or a future season. The prohibition in number (1) above also applies in the off-season, unless the coach's contract has expired or has been terminated, or his club has granted him permission to explore other employment opportunities, or his club has granted another club the opportunity to contact him. In the off-season, no club is obligated to grant another club permission to discuss employment with its head coach if the head coach is under contract; provided, however, that a head coach may negotiate into his contract a right to such off-season permission. Clubs may negotiate a right of first-refusal into a head coach's contract.
  - **Expired Contract.** If the contract of the head coach has expired, the employer club must not deny the coach the opportunity to discuss or accept employment with another club.
  - **Protocol.** Any contacts by a club seeking to employ a head coach—either with the employer club of the person sought, or directly with the club employee sought (or his representative)—are subject to the provisions of the section on "Protocol," page 5. Similarly, contacts by club employees seeking head coaching jobs with other clubs are subject to the provisions of the section on "Protocol." Despite provisions of the "Protocol" section, page 5, all in-season discussions, requests for permission, or contacts of any kind concerning the future employment of a head coach with a club other than his employer club are prohibited.
  - **Contract Requirement.** All head coaches in the NFL must be under contract to perform coaching duties at training camps and during the rest of the playing season. Any head coach not under contract by the time preseason training camp begins will not be permitted to participate in practice sessions, game coaching, and other team activities until his written contract is executed and approved by the League office.

- **Assistant Coaches.** These rules govern cases involving assistant coaches:
  - **Under Contract During Season.** During a club's playing season, including postseason if applicable (excluding Pro Bowl), the following actions are prohibited concerning an assistant coach who is under contract, unless the involved coach has been dismissed by his club: (1) No assistant coach may discuss or accept employment for the current or a future season with another club in the League; (2) no club, directly or through an intermediary, may request permission to discuss employment with an assistant coach for the current or a future season; and (3) no employer club may grant another club permission to discuss employment with one of its assistant coaches for the current or a future season. This prohibition applies to employment with another club in any capacity, including head coach, except for the postseason procedure described in paragraph two below.
  - **Under Contract After Season.** If an assistant coach's playing season, including postseason if applicable (excluding Pro Bowl), is over and he is under contract to his club for the succeeding season or seasons, one of the provisions below—"Head-Coaching Opportunity" or "Lateral Move"—whichever is applicable, must be observed:
    1. **Two Tiers of Coaching Staffs.** For purposes of this Anti-Tampering Policy, each coaching staff is divided into two tiers: (1) head coach, and (2) all assistant coaches.

Although each individual club is permitted to use whatever structure and titles it desires for its coaching staff, the two tiers described here will be adhered to for administration of this Policy.

2. **Head-Coaching Opportunity.** If a club is interested in discussing its head coaching position with an assistant coach whose playing season (excluding Pro Bowl) is over, and who is contractually obligated to another club, the assistant coach's employer club must permit the coach the opportunity to discuss, and possibly accept, such employment through March 1 of any year. After March 1, the employer club is under no obligation to grant such permission, but it may be voluntarily granted at the employer club's discretion during the off-season.

The following postseason procedure applies if a club (the inquiring club) is interested in discussing its vacant head coaching position with an assistant coach whose employer club is participating in the playoffs:

- a) The owner or operating head of the inquiring club may contact the owner or operating head of the employer club to request written permission to discuss its head coaching position with an assistant coach.

- b) If the employer club elects to grant permission to the inquiring club, the one (1) interview between the inquiring club and the assistant coach must be conducted at any location acceptable to the employer club and at a time that is convenient for the employer club. For clubs that have byes in the Wild Card weekend, interviews of its coaches must be conducted prior to the conclusion of Wild Card games. For assistant coaches of clubs that participate in a Wild Card game and advance to the Divisional Playoffs, interviews must be conducted after the Wild Card games and prior to the conclusion of Divisional Playoff games. An inquiring club is permitted only one interview with an assistant coach while his team is competing in the postseason, and there shall be no other direct or indirect contact between any employee or agent of the inquiring club and the assistant coach or any representative or agent of the assistant coach. No initial interviews may be requested nor granted after the Divisional Playoff weekend for any assistant coach whose team is still participating in the postseason. However, in any year in which there is at least a two-week break between the conference championship games and the Super Bowl, an assistant coach who (i) has previously interviewed for another club's head coaching job and (ii) whose current employer-club is participating in the Super Bowl may have a second interview with a club with which he has previously interviewed for an open head coach position provided that (i) the current employer-club elects to grant permission for a second interview, and (ii) the interview will take place at a time and location that is acceptable for the current employer-club, but no later than the Sunday preceding the Super Bowl.
  - c) No contract shall be executed, and no agreement to execute a contract, or an announcement of a contract or of an agreement for employment, shall be permitted until after the conclusion of the employer club's playing season.
  - d) If a club elects to grant permission for one of its assistant coaches to interview for a head coaching position, it must grant permission to all inquiring clubs that seek to interview him. Permission cannot be granted selectively.
  - e) If a club elects to grant permission for one of its assistant coaches to interview with an inquiring club or clubs, it may deny permission for another member of its staff, provided that the denial is applicable to all inquiring clubs.
3. **Lateral Move.** If a club is interested in discussing an assistant coaching position with an assistant coach who is contractually obligated to another club at any time prior to the opening of the employer club's training camp, it will be considered a lateral move, and the employer club is under no obligation to grant the coach the opportunity to discuss the position with the interested club. At the discretion of the employer club, however, such permission may be voluntarily granted.



***Expired Contract.*** If an assistant coach's contract has expired and he continues to work for his club during the off-season, the employer club must not deny the coach the opportunity to discuss or accept employment with another club, regardless of whether the coach continues to receive compensation on a non-contract basis from his club and regardless of whether the request for permission occurs post March 1.

- ***Contract Due to Expire.*** The employer club retains the exclusive right to an assistant coach's contract during the period after the conclusion of the last NFL season covered by such contract and the applicable deadline specified on the schedule below.
  - ***Clubs Not in Playoffs.*** 12:01 A.M. on the second Tuesday after the club's final game of the regular season.
  - ***Clubs in Playoff.*** 12:01 A.M. on the second Tuesday after the club's final playoff game, including Super Bowl if applicable, but in no event after the expiration date specified in the coach's contract.

[NOTE: The exclusivity provided for in this section will apply only in the event that another club seeks to offer a lateral move to a coach. It does not apply if another club seeks to offer a head coaching job to an assistant. If an employer club's season has ended, the club may waive its right to exclusivity under this section.]

- ***March 1 Deadline.*** After March 1 of any year, if a club seeks permission to discuss employment with an assistant coach who is under contract for the succeeding season or seasons to another club to offer him a position as its head coach, the employer club is under no obligation to grant the coach the opportunity to discuss the position with the interested club. At the discretion of the employer club, however, such permission may be voluntarily granted.
- ***Inquiries Concerning Assistant Coaches.*** Clubs may verify through the League office the contractual status of any assistant coach in whom they are interested, provided such request for verification occurs after the conclusion of all regular season or postseason games of the coach's club. Such contractual information is limited to term of employment; no financial or other details will be divulged. No prior permission from the employer club is required for an inquiring club to ascertain contractual status from the League office.
- ***Contract Provisions.*** Under no circumstances may an assistant coach's contract contain a right of first refusal in favor of the employer club or any other restrictive contractual provisions inconsistent with this Policy. The employer club is not prevented, however, from tendering a competitive offer to an assistant coach.

- **Protocol.** Any contacts by a club seeking to employ an assistant coach—either with the employer club of the person sought, or directly with the club employee sought (or his representative)—are subject to the provisions of the section on “Protocol,” page 5. Similarly, contacts by club employees seeking assistant coaching jobs with other clubs are subject to the provisions of the section on “Protocol.” Despite provisions of the “Protocol” section, page 5, all in-season discussions, requests for permission, or contacts of any kind concerning the future employment of an assistant coach with a club other than his employer club are prohibited, except as provided in the postseason procedure described in paragraph two (2) above.
- **Contract Requirement.** All assistant coaches in the NFL must be under contract in order to perform coaching duties at training camps and during the rest of the playing season. Any assistant coach not under contract by the time preseason training camp begins will not be permitted to participate in practice sessions, game coaching, and other team activities until such time as his written contract is executed and approved by the League office. Persons who are not full-time employees of the club may perform coaching duties during training camp even though they are not under contract, but they must sign an agreement that they will abide by the Constitution and Bylaws and all other applicable rules and policies of the National Football League. Any persons performing full-time coaching duties during the regular season and postseason must be under contract, even if they are not year-round employees of the club.
- **Pre-Employment Contact.** Clubs interviewing candidates for a head coaching position are responsible for making them aware of the League’s tampering prohibitions and should warn them against making any improper contact with another club’s employees, including any contact during the period prior to a candidate’s official acceptance of a head coaching position.
- **High-Level Club Employees (Non-Player, Non-Coach).** The following provisions govern in cases of high-level club employees (non-player, non-coach), defined for purposes of this Policy as club president, general manager, and persons with equivalent responsibilities and authority. A club president is defined as an individual who shall have authority and responsibility for the organization, direction, and management of day-to-day operations of the club and who reports directly to the controlling owner. A general manager is defined as an individual who has (1) the authority over all personnel decisions related to the signing of free agents, the selection of players in the College Draft, trades, terminations, and related decisions, and (2) the responsibility for coordinating other football activities with the Head Coach (see “Administrative Review,” page 12, for disputes concerning this definition):

- ***Under Contract.*** Except as may be otherwise provided in such contract, a club is not obligated to grant another club permission to discuss employment with a high-level employee if he or she is under contract, even if the second club is prepared to offer him or her a position of greater responsibility within the category of High-Level Club Employees. Clubs may negotiate a right of first refusal.
- ***Expired Contract.*** If the contract of a high-level employee has expired or he or she is a non-contract employee, any attempt by the employer club to deny the employee an opportunity to discuss or accept employment with another club will be considered improper under “Administrative Review,” page 12.
- ***Other Club Employees (Non-Player, Non-Coach).*** The following provisions govern in cases of club employees who do not fall into the categories of player, coach, or high-level employee (see definition above):
  - ***Under Contract.*** If a club employee (other than player, coach, or high-level employee) is under contract for the succeeding season or seasons at the time an off-season expression of interest in him or her is made to the employer club by another club, the employer club is under no obligation to grant the employee the opportunity to discuss the position with the interested club. At the discretion of the employer club, however, such permission may be voluntarily granted. If, however, the inquiring club is prepared to offer a position as a high-level employee, as defined above, the employer club may not deny the employee the opportunity to discuss and accept such employment (See exception below in “March 1 Rule”).
  - ***Contract Due to Expire.*** If a club employee (other than player, coach, or high-level employee) has completed the regular season covered by the final year of his or her contract, any attempt to deny permission for the employee to discuss and accept employment with another club will be considered improper under “Administrative Review” (page 12), except that where the employee’s primary responsibilities extend to recurring events beyond the playing season (principally the college draft or the free-agency period), the employer club may suspend permission until after occurrence of such event. This applies but is not limited to contract employees of a club’s player-personnel department who are responsible for gathering information on and evaluating draft-eligible players or veteran free agent players (scouts, directors of player personnel, directors of pro and college personnel, etc.). The above restriction regarding recurring events beyond the playing season will not apply if another club is prepared to offer a position as a high-level employee, as defined above, to a non-player, non-coach employee whose contract is expiring (See exception below in “March 1 Rule”), nor will it apply to employees who do not have contracts or whose contracts are expiring prior to the recurring off-season event such as the draft or the free-agency period.

- **Postseason Procedure.** If a club wishes to discuss a vacant high-level non-player, non-coach position (defined as club president, general manager, or a position with equivalent responsibilities and authority) with an individual who is not a high-level employee, and whose employer club is participating in the playoffs, the following procedure shall apply:
  - a) The owner or operating head of the inquiring club may contact the owner or operating head of the employer club to request written permission to discuss its high-level position with an individual who is not a high-level employee.
  - b) If the employer club elects to grant permission to the inquiring club, any interview or interviews may be conducted at a time and place that is convenient for the employer club. There is no limitation on the number of times that an individual may be interviewed by the same club, provided that, in each instance, permission has been received from the employer club
  - c) No contract shall be executed, and no agreement to execute a contract, or an announcement of a contract or of an agreement for employment, shall be permitted until after the conclusion of the employer club's playing season, unless the employer club has specifically granted written permission for its employee to accept a position with the new club prior to the conclusion of its participation in the postseason.
  - d) If a club elects to grant permission for one of its employees to interview for a high-level position, or to accept employment, it must grant permission to all inquiring clubs that seek to interview him. Permission cannot be granted selectively.
  - e) If a club elects to grant permission for one of its employees to interview with an inquiring club or clubs, or to accept employment, it may deny permission for another member of its organization, provided that the denial is applicable to all inquiring clubs.
- **March 1 Rule.** After March 1 of any year and through the conclusion of the annual Selection Meeting, if a club seeks permission to discuss employment with an individual, who is under contract for the succeeding season or seasons to another club, to offer him a position as a high-level club employee, the employer club is under no obligation to grant the individual the opportunity to discuss the position with the interested club if his current responsibilities include gathering information on and evaluating draft-eligible players or veteran free agent players. At the discretion of the employer club, however, such permission may be voluntarily granted.

- ***Permission to Discuss/Sign.*** Permission granted by a club to an employee to discuss employment is also permission to accept employment with another club, provided, however, that an employer club may limit the duration of its permission. Any permission granted by an employer club to discuss employment with another club must be documented in writing and provided to the employee in advance of any such discussions.
- ***League Employees.*** Clubs desiring to employ a person who is employed (with or without contract) by the League office or any of its affiliated organizations (NFL Management Council, NFL Ventures, and NFL Network) must first obtain permission to discuss employment with such person from the operating head of the League organization. In the case of the League office, permission must be sought from the Commissioner. If the person sought is the operating head of an affiliated League organization, permission to discuss employment must be sought from the Commissioner.

## **Administrative Review**

If a disagreement arises over whether an employer club has improperly withheld permission or whether a club has incorrectly designated the category of an employee (see section on high-level employees), the involved club or clubs may certify a dispute with the Commissioner. The Commissioner will then promptly gather all pertinent facts, including but not limited to the proposed contracts, authority, and responsibilities of the proposed job change. In rendering his final, expedited decision, the Commissioner will not be disposed to approve a job change that in name is a promotion but is in fact a lateral move involving little or no greater responsibility than the prior job.

As provided for above under “Non-Players,” no club, nor any person employed by or otherwise affiliated with a club, is permitted to discuss employment with an employee of another club during the employer club’s playing season, regardless of the contractual status of the employee. Conversely, it will be considered unreasonable under this test for any employer, during the off-season, to deny permission to another club to discuss or offer employment to a non-contract employee or to deny permission to a non-contract employee to seek other employment on his own.

## **Discipline**

Any violation of this Anti-Tampering Policy will subject the involved club and/or person to severe disciplinary action by the Commissioner. The League office will promulgate to all clubs the details of any penalties imposed for tampering.