



National Basketball Association

**TESTIMONY OF KATHY BEHRENS
EXECUTIVE VICE PRESIDENT,
PLAYER PROGRAMS & SOCIAL RESPONSIBILITY
NATIONAL BASKETBALL ASSOCIATION**

**BEFORE THE COMMITTEE ON COMMERCE, SCIENCE,
AND TRANSPORTATION OF THE UNITED STATES SENATE**

DECEMBER 2, 2014

Chairman Rockefeller, Senator Thune, and Members of the Committee:

The National Basketball Association appreciates the opportunity to provide information to this Committee about our programs and policies relating to the issue of domestic violence. We take this issue extremely seriously and are committed to a comprehensive program of prevention and, when necessary, discipline to deter such conduct.

1. Education and Training. The NBA provides substantial education and training programs for players that address, among other things, player conduct issues such as domestic violence. Examples of such programs are:

a. Prior to the start of each season, the NBA and the National Basketball Players Association (the union representing NBA players) conduct a comprehensive Rookie Transition Program for incoming NBA players. Over four full days of sessions, and with the assistance of NBA and Players Association staff, former players, subject matter experts, and outside speakers, rookie

players are exposed to a wide variety of educational and developmental sessions designed to help them transition into their new roles as professional athletes. In addition to sessions on professional and life skills, media and community relations, and personal development, players receive education and training on numerous topics related to conduct. These include sessions focusing on domestic violence and sexual misconduct, as well as sessions devoted to drugs and alcohol, safe driving, gambling, and compliance with law.

b. Two times each year, the NBA and Players Association conduct a Team Awareness Meeting with all players on each NBA team. These meetings cover selected topics determined annually by the NBA and the Players Association, including issues relating to player behavior. During the 2014-15 season, we will be conducting a third Team Awareness Meeting focused solely on domestic violence and related issues. These sessions, to be completed by mid-February of 2015, will be conducted by Ted Bunch, co-founder of A Call to Men, a leading violence prevention organization providing training and education for men, boys, and communities, and Kalimah Johnson, founder of SASHA Center, a Detroit-based healing and awareness center focusing on sexual assault.

The league office maintains a robust Player Development Department, staffed by ten full-time employees and a number of consultants, whose mission is to provide support, education and resources to assist players with all manner of issues during their time in the NBA and to help them transition successfully into and out of the

league. In addition, each team employs a Player Development Director who serves the same function on a local basis. Some of the key initiatives of Player Development personnel include tailored programs for players who are 20 years-old and under; life-skills programs that are conducted at our Pre-Draft Camp, Draft, and Summer League; and a financial education program that is created and delivered in partnership with the Players Association. Other special resources are provided to individual players on an as-needed basis.

The NBA and the Players Association also oversee a Player Assistance Program designed to help players struggling with emotional, mental health, anger management, or addiction issues – any one of which may be associated with domestic violence. The Player Assistance Program is managed by professionals jointly retained by the NBA and the Players Association, and includes a nationwide network of counselors who are available to players on a 24/7/365 basis.

2. Rules and Policies. The primary source for rules and policies governing NBA player conduct is the Collective Bargaining Agreement (CBA) negotiated between the NBA and the Players Association. The following provisions of the CBA, among others, are relevant to the issue of domestic violence:

a. Under the CBA, all NBA players enter into Uniform Player Contracts (UPCs) with their respective teams. The UPC, in paragraph 5 thereof and elsewhere, contains various conduct provisions, including the requirement that players conduct themselves on and off the court according to the highest standards of honesty, citizenship, and sportsmanship. (See Exhibit A hereto.)

b. The UPC also incorporates Article 35 of the NBA Constitution and By-Laws, which among other things grants the Commissioner the power to impose a suspension or fine (up to a maximum fine of \$50,000) on any player who, in the Commissioner's opinion, is guilty of conduct that does not conform to standards of morality or fair play, that does not comply at all times with all federal, state, and local laws, or that is prejudicial or detrimental to the NBA.

(See Exhibit B hereto.)

c. Article VI of the CBA contains various provisions governing player conduct, including the following: (i) a provision requiring that a player undergo counseling if there is reasonable cause to believe that he has engaged in any off-court violent conduct (or if he is convicted of such conduct); (ii) a provision requiring that a player who is convicted of a violent felony receive a minimum suspension of 10 games; and (iii) a prohibition against players possessing a firearm or deadly weapon of any kind at NBA or team venues or events or when traveling with the NBA or an NBA team. (See Exhibit C hereto.)

The foregoing provisions of the CBA are explained and amplified in other memoranda and notices supplied to players at various times. For example, all players receive a memo summarizing the player conduct rules at the beginning of each NBA season. Another reminder – focusing on respect in the workplace, and making clear that prohibited conduct includes bullying, hazing, retaliation, or discriminatory or harassing behavior – is prominently displayed in poster form in all team locker rooms.

(See Exhibit D hereto.) Also under the CBA, NBA teams are entitled to establish and maintain reasonable Team Rules governing the conduct of their players.

3. Enforcement Process, Discipline, and Appeal. The league office is responsible for the enforcement of the NBA's policies relating to player misconduct – specifically, members of the Legal, Security, Social Responsibility and Player Development, and Basketball Operations Departments, as well as the Commissioner's Office. Where appropriate, and particularly with respect to allegations of domestic violence, the NBA will seek guidance from outside subject matter experts.

With respect to alleged criminal conduct by players, it has been the NBA's practice to rely on the disposition of the criminal proceedings. If the player is convicted, the NBA will make a determination as to the appropriate disciplinary penalty for the conduct. If the charges are dismissed, no penalty will be imposed. More recently, however, our approach has evolved and we will, where warranted by the allegations and the preliminary evidence, conduct our own investigations and make our disciplinary determinations based on the facts as we find them.

Under the CBA, a player (through the Players Association) has the right to challenge any discipline imposed by the NBA if it has a financial impact on him in excess of \$50,000. Such challenges are governed by the grievance procedures set forth in the CBA and are heard and determined by a neutral arbitrator jointly selected by the NBA and the Players Association.

4. Recent Developments. In the past few months, the NBA has endeavored to take a fresh look at our policies and practices in the domestic violence

area, and as part of this effort has sought guidance from experts in the field -- including representatives from the Corporate Alliance to End Partner Violence, Men Can Stop Rape, Safe Horizon, Joyful Heart Foundation, and the Institute on Domestic Violence in the African American Community. We have also retained Valli Kalei Kanuha, a Professor of Social Work at University of Hawaii and well-known domestic violence expert, as a consultant. In addition, we are working with officials at the Pentagon to learn how the military handles domestic violence issues.

This season, the NBA and the Players Association will implement domestic violence training sessions for players' family members through both national and local providers, and will make available appropriate resource guides. Additionally, we are examining the creation of a NBA-dedicated hotline support system for players and their families (and for league and team staff) that require assistance and support in dealing with domestic violence and related issues.

On September 25, 2014, Jeffery Taylor, a player for the Charlotte Hornets, was arrested and charged with misdemeanor counts of domestic violence assault, assault, and destruction of property -- all in connection with an incident at a Michigan hotel with a woman with whom he was having a romantic relationship. Immediately thereafter, the NBA commenced its own independent investigation of the matter. During this investigation, by agreement of all parties, Mr. Taylor was on a paid leave of absence from the team. On October 29, 2014, Mr. Taylor pleaded guilty to domestic violence assault, subject to the charges against him being dismissed if he completes domestic violence training and a series of other court-ordered conditions. On

November 19, 2014, after consulting with outside domestic violence experts and others, Commissioner Silver suspended Mr. Taylor without pay for 24 games, imposed other conditions, and issued a publicly-released opinion fully explaining the NBA's process and rationale. (See Exhibit E.) Although Mr. Taylor had the option under the CBA of contesting the discipline before a neutral arbitrator, he chose not to do so, and instead accepted the Commissioner's discipline as appropriate and apologized for his actions.

The NBA is committed to vigilance with respect to the issue of domestic violence. We have made it clear to all members of the NBA Family that domestic violence is not acceptable in any form and will result in appropriate discipline, but that there will also be resources and support available to help prevent its occurrence in the first place.

I thank the Committee for the opportunity to provide this information.

EXHIBIT A



NATIONAL BASKETBALL ASSOCIATION UNIFORM PLAYER CONTRACT

THIS AGREEMENT made this _____ day of _____, is by and between _____ (hereinafter called the "Team"), a member of the National Basketball Association (hereinafter called the "NBA" or "League") and _____, an individual whose address is shown below (hereinafter called the "Player"). In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1. TERM.

The Team hereby employs the Player as a skilled basketball player for a term of _____ year(s) from the 1st day of September _____.

2. SERVICES.

The services to be rendered by the Player pursuant to this Contract shall include: (a) training camp, (b) practices, meetings, workouts, and skill or conditioning sessions conducted by the Team during the Season, (c) games scheduled for the Team during any Regular Season, (d) Exhibition games scheduled by the Team or the League during and prior to any Regular Season, (e) if the Player is invited to participate, the NBA's All-Star Game (including the Rookie-Sophomore Game) and every event conducted in association with such All-Star Game, but only in accordance with Article XXI of the Collective Bargaining Agreement currently in effect between the NBA and the National Basketball Players Association (hereinafter the "CBA"), (f) Playoff games scheduled by the League subsequent to any Regular Season, (g) promotional and commercial activities of the Team and the League as set forth in this Contract and the CBA and (h) any NBADL Work Assignment in accordance with Article XLI of the CBA.

3. COMPENSATION.

(a) Subject to paragraph 3(b) below, the Team agrees to pay the Player for rendering the services and performing the obligations described herein the Compensation described in Exhibit 1 or Exhibit 1A hereto (less all amounts required to be withheld by any governmental authority, and exclusive of any amount(s) which the Player shall be entitled to receive from the Player Playoff Pool). Unless otherwise provided in Exhibit 1 or Exhibit 1A, such Compensation shall be paid in twenty-four (24) equal semi-monthly payments beginning with the first of said payments on November 15th of each year covered by the Contract and continuing with such payments on the first and fifteenth of each month until said Compensation is paid in full.

(b) The Team agrees to pay the Player \$2,000 per week, pro rata, less all amounts required to be withheld by any governmental authority, for each week (up to a maximum of four (4) weeks for Veterans and up to a maximum of five (5) weeks for Rookies) prior to the Team's first Regular Season game that the Player is in attendance at training camp or Exhibition games; provided, however, that no such payments shall be made if, prior to the date on which he is required to attend training camp, the Player has been paid \$10,000 or more in Compensation with respect to the NBA Season scheduled to commence immediately following such training camp. Any Compensation paid by the Team pursuant to this subparagraph shall be considered an advance against any Compensation owed to the Player pursuant to paragraph 3(a) above, and the first scheduled payment of such Compensation (or such subsequent payments, if the first scheduled payment is not sufficient) shall be reduced by the amount of such advance.

(c) The Team will not pay and the Player will not accept any bonus or anything of value on account of the Team's winning any particular NBA game or series of games or attaining a certain position in the standings of the League as of a certain date, other than the final standing of the Team.

4. EXPENSES.

The Team agrees to pay all proper and necessary expenses of the Player, including the reasonable lodging expenses of the Player while playing for the Team "on the road" and during the training camp period (defined for this paragraph only to mean the period from the first day of training camp through the day of the Team's first Exhibition game) for as long as the Player is not then living at home. The Player, while "on the road" (and during the training camp period, only if the Player is not then living at home and the Team does not pay for meals directly), shall be paid a meal expense allowance as set forth in the CBA. No deductions from such meal expense allowance shall be made for meals served on an airplane. During the training camp period (and only if the Player is not then living at home and the Team does not pay for meals directly), the meal expense allowance shall be paid in weekly installments commencing with the first week of training camp. For the purposes of this paragraph, the Player shall be considered to be "on the road" from the time the Team leaves its home city until the time the Team arrives back at its home city.

5. CONDUCT.

(a) The Player agrees to observe and comply with all Team rules, as maintained or promulgated in accordance with the CBA, at all times whether on or off the playing floor. Subject to the provisions of the CBA, such rules shall be part of this Contract as fully as if herein written and shall be binding upon the Player.

(b) The Player agrees: (i) to give his best services, as well as his loyalty, to the Team, and to play basketball only for the Team and its assignees; (ii) to be neatly and fully attired in public; (iii) to conduct himself on and off the court according to the highest standards of honesty, citizenship, and sportsmanship; and (iv) not to do anything that is materially detrimental or materially prejudicial to the best interests of the Team or the League.

(c) For any violation of Team rules, any breach of any provision of this Contract, or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon the Player, the Team may reasonably impose fines and/or suspensions on the Player in accordance with the terms of the CBA.

(d) The Player agrees to be bound by Article 35 of the NBA Constitution, a copy of which, as in effect on the date of this Contract, is attached hereto. The Player acknowledges that the Commissioner is empowered to impose fines upon and/or suspend the Player for causes and in the manner provided in such Article, provided that such fines and/or suspensions are consistent with the terms of the CBA.

(e) The Player agrees that if the Commissioner, in his sole judgment, shall find that the Player has bet, or has offered or attempted to bet, money or anything of value on the outcome of any game participated in by any team which is a member of the NBA, the Commissioner shall have the power in his sole discretion to suspend the Player indefinitely or to expel him as a player for any member of the NBA, and the Commissioner's finding and decision shall be final, binding, conclusive, and unappealable.

(f) The Player agrees that he will not, during the term of this Contract, directly or indirectly, entice, induce, or persuade, or attempt to entice, induce, or persuade, any player or coach who is under contract to any NBA team to enter into negotiations for or relating to his services as a basketball player or coach, nor shall he negotiate for or contract for such services, except with the prior written consent of such team. Breach of this subparagraph, in addition to the remedies available to the Team, shall be punishable by fine and/or suspension to be imposed by the Commissioner.

(g) When the Player is fined and/or suspended by the Team or the NBA, he shall be given notice in writing (with a copy to the Players Association), stating the amount of the fine or the duration of the suspension and the reasons therefor.

6. WITHHOLDING.

(a) In the event the Player is fined and/or suspended by the Team or the NBA, the Team shall withhold the amount of the fine or, in the case of a suspension, the amount provided in Article VI of the CBA from any Current Base Compensation due or to become due to the Player with respect to the contract year in which the conduct resulting in the fine and/or the suspension occurred (or a subsequent contract year if the Player has received all Current Base Compensation due to him for the then current contract year). If, at the time the Player is fined and/or suspended, the Current Base Compensation remaining to be paid to the Player under this Contract is not sufficient to cover such fine and/or suspension, then the Player agrees promptly to pay the amount directly to the Team. In no case shall the Player permit any such fine and/or suspension to be paid on his behalf by anyone other than himself.

(b) Any Current Base Compensation withheld from or paid by the Player pursuant to this paragraph 6 shall be retained by the Team or the League, as the case may be, unless the Player contests the fine and/or suspension by initiating a timely Grievance in accordance with the provisions of the CBA. If such Grievance is initiated and it satisfies Article XXXI, Section 14 of

the CBA, the amount withheld from the Player shall be placed in an interest-bearing account, pursuant to Article XXXI, Section 10 of the CBA, pending the resolution of the Grievance.

7. PHYSICAL CONDITION.

(a) The Player agrees to report at the time and place fixed by the Team in good physical condition and to keep himself throughout each NBA Season in good physical condition.

(b) If the Player, in the judgment of the Team's physician, is not in good physical condition at the date of his first scheduled game for the Team, or if, at the beginning of or during any Season, he fails to remain in good physical condition (unless such condition results directly from an injury sustained by the Player as a direct result of participating in any basketball practice or game played for the Team during such Season), so as to render the Player, in the judgment of the Team's physician, unfit to play skilled basketball, the Team shall have the right to suspend such Player until such time as, in the judgment of the Team's physician, the Player is in sufficiently good physical condition to play skilled basketball. In the event of such suspension, the Base Compensation payable to the Player for any Season during such suspension shall be reduced in the same proportion as the length of the period during which, in the judgment of the Team's physician, the Player is unfit to play skilled basketball, bears to the length of such Season. Nothing in this subparagraph shall authorize the Team to suspend the Player solely because the Player is injured or ill.

(c) If, during the term of this Contract, the Player is injured as a direct result of participating in any basketball practice or game played for the Team, the Team will pay the Player's reasonable hospitalization and medical expenses (including doctor's bills), provided that the hospital and doctor are selected by the Team, that the Team shall be obligated to pay only those expenses incurred as a direct result of medical treatment caused solely by and relating directly to the injury sustained by the Player. Subject to the provisions set forth in Exhibit 3, if in the judgment of the Team's physician, the Player's injuries resulted directly from playing for the Team and render him unfit to play skilled basketball, then, so long as such unfitness continues, but in no event after the Player has received his full Base Compensation for the Season in which the injury was sustained, the Team shall pay to the Player the Base Compensation prescribed in Exhibit 1 to this Contract for such Season. The Team's obligations hereunder shall be reduced by (i) any workers' compensation benefits, which, to the extent permitted by law, the Player hereby assigns to the Team, and (ii) any insurance provided for by the Team whether paid or payable to the Player.

(d) The Player agrees to provide to the Team's coach, trainer, or physician prompt notice of any injury, illness, or medical condition suffered by him that is likely to affect adversely the Player's ability to render the services required under this Contract, including the time, place, cause, and nature of such injury, illness, or condition.

(e) Should the Player suffer an injury, illness, or medical condition, he will submit himself to a medical examination, appropriate medical treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. Such examination when made at the request of the Team shall be at its expense, unless made necessary by some act or conduct of the Player contrary to the terms of this Contract.

(f) The Player agrees (i) to submit to a physical examination at the commencement and conclusion of each Contract year hereunder, and at such other times as reasonably determined by the Team to be medically necessary, and (ii) at the commencement of this Contract, and upon the request of the Team, to provide a complete prior medical history.

(g) The Player agrees to supply complete and truthful information in connection with any medical examinations or requests for medical information authorized by this Contract.

(h) A Player who consults or is treated by a physician (including a psychiatrist) or a professional providing non-mental health related medical services (e.g., chiropractor, physical therapist) other than a physician or other professional designated by the Team shall give notice of such consultation or treatment to the Team and shall authorize and direct such other physician or professional to provide the Team with all information it may request concerning any condition that in the judgment of the Team's physician may affect the Player's ability to play skilled basketball.

(i) If and to the extent necessary to enable or facilitate the disclosure of medical information as provided for by this Contract or Article XXII or XXXIII of the CBA, the Player shall execute such individual authorization(s) as may be requested by the Team or the Medical Director of the Anti-Drug Program or as may be required by health care providers who examine or treat the Player.

8. PROHIBITED SUBSTANCES.

The Player acknowledges that this Contract may be terminated in accordance with the express provisions of Article XXXIII (Anti-Drug Program) of the CBA, and that any such termination will result in the Player's immediate dismissal and disqualification from any employment by the NBA and any of its teams. Notwithstanding any terms or provisions of this Contract (including any amendments hereto), in the event of such termination, all obligations of the Team, including obligations to pay Compensation, shall cease, except the obligation of the Team to pay the Player's earned Compensation (whether Current or Deferred) to the date of termination.

9. UNIQUE SKILLS.

The Player represents and agrees that he has extraordinary and unique skill and ability as a basketball player, that the services to be rendered by him hereunder cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of this Contract will cause irreparable injury to the Team, and to its assignees. Therefore, it is agreed that in the event it is alleged by the Team that the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing, during the term of this Contract, for any other person, firm, entity, or organization, the Team and its assignees (in addition to any other remedies that may be available to them judicially or by way of arbitration) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from any further such breach of this Contract, and enjoining the Player from playing basketball for any other person, firm, entity, or organization during the term of this Contract. The Player agrees that this right may be enforced

by the Team or the NBA. In any suit, action, or arbitration proceeding brought to obtain such equitable relief, the Player does hereby waive his right, if any, to trial by jury, and does hereby waive his right, if any, to interpose any counterclaim or set-off for any cause whatever.

10. ASSIGNMENT.

(a) The Team shall have the right to assign this Contract to any other NBA team, and the Player agrees to accept such assignment and to faithfully perform and carry out this Contract with the same force and effect as if it had been entered into by the Player with the assignee team instead of with the Team.

(b) In the event that this Contract is assigned to any other NBA team, all reasonable expenses incurred by the Player in moving himself and his family to the home territory of the team to which such assignment is made, as a result thereof, shall be paid by the assignee team.

(c) In the event that this Contract is assigned to another NBA team, the Player shall forthwith be provided notice orally or in writing, delivered to the Player personally or delivered or mailed to his last known address, and the Player shall report to the assignee team within forty-eight (48) hours after said notice has been received (if the assignment is made during a Season), within one (1) week after said notice has been received (if the assignment is made between Seasons), or within such longer time for reporting as may be specified in said notice. The NBA shall also promptly notify the Players Association of any such assignment. The Player further agrees that, immediately upon reporting to the assignee team, he will submit upon request to a physical examination conducted by a physician designated by the assignee team.

(d) If the Player, without a reasonable excuse, does not report to the team to which this Contract has been assigned within the time provided in subsection (c) above, then (i) upon consummation of the assignment, the Player may be disciplined by the assignee team or, if the assignment is not consummated or is voided as a result of the Player's failure to so report, by the assignor Team, and (ii) such conduct shall constitute conduct prejudicial to the NBA under Article 35(d) of the NBA Constitution, and shall therefore subject the Player to discipline from the NBA in accordance with such Article.

11. VALIDITY AND FILING.

(a) This Contract shall be valid and binding upon the Team and the Player immediately upon its execution.

(b) The Team agrees to file a copy of this Contract, and/or any amendment(s) thereto, with the Commissioner of the NBA as soon as practicable by facsimile or email and overnight mail, but in no event may such filing be made more than forty-eight (48) hours after the execution of this Contract and/or amendment(s).

(c) If pursuant to the NBA Constitution and By-Laws or the CBA, the Commissioner disapproves this Contract (or amendment) within ten (10) days after the receipt thereof in his office by overnight mail, this Contract (or amendment) shall thereupon terminate and be of no further force or effect and the Team and the Player shall thereupon be relieved of their respective rights and liabilities thereunder. If the Commissioner's disapproval is subsequently overturned

in any proceeding brought under the arbitration provisions of the CBA (including any appeals), the Contract shall again be valid and binding upon the Team and the Player, and the Commissioner shall be afforded another ten-day period to disapprove the Contract (based on the Team's Room at the time the Commissioner's disapproval is overturned) as set forth in the foregoing sentence. The NBA will promptly inform the Players Association if the Commissioner disapproves this Contract.

12. PROHIBITED ACTIVITIES.

The Player and the Team acknowledge and agree that the Player's participation in certain other activities may impair or destroy his ability and skill as a basketball player, and the Player's participation in any game or exhibition of basketball other than at the request of the Team may result in injury to him. Accordingly, the Player agrees that he will not, without the written consent of the Team, engage in any activity that a reasonable person would recognize as involving or exposing the participant to a substantial risk of bodily injury including, but not limited to: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) any fighting, boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Team procures against the injury, illness or disability to or of the Player, or death of the Player, for which the Player has received written notice from the Team prior to the execution of this Contract; or (vii) participating in any game or exhibition of basketball, football, baseball, hockey, lacrosse, or other team sport or competition. If the Player violates this Paragraph 12, he shall be subject to discipline imposed by the Team and/or the Commissioner of the NBA. Nothing contained herein shall be intended to require the Player to obtain the written consent of the Team in order to enable the Player to participate in, as an amateur, the sports of golf, tennis, handball, swimming, hiking, softball, volleyball, and other similar sports that a reasonable person would not recognize as involving or exposing the participant to a substantial risk of bodily injury.

13. PROMOTIONAL ACTIVITIES.

(a) The Player agrees to allow the Team, the NBA, or any League-related entity to take pictures of the Player, alone or together with others, for still photographs, motion pictures, television, or other Media (as such term is defined in Article XXVIII of the CBA), at such reasonable times as the Team, the NBA or the League-related entity may designate. No matter by whom taken, such images may be used in any manner desired by either the Team, the NBA, or the League-related entity for publicity or promotional purposes for Teams or the NBA. The rights in any such images taken by the Team, the NBA, or the League-related entity shall belong to the Team, the NBA, or the League-related entity, as their interests may appear.

(b) The Player agrees that, during any year of this Contract, he will not make public appearances, participate in radio or television programs, permit his picture to be taken, write or sponsor newspaper or magazine articles, or sponsor commercial products without the written consent of the Team, which shall not be withheld except in the reasonable interests of the Team or the NBA. The foregoing shall be interpreted in accordance with the decision in *Portland Trail Blazers v. Darnell Valentine and Jim Paxson*, Decision 86-2 (August 13, 1986).

(c) Upon request, the Player shall consent to and make himself available for interviews by representatives of the media conducted at reasonable times.

(d) In addition to the foregoing, and subject to the conditions and limitations set forth in Article II, Section 8 of the CBA, the Player agrees to participate, upon request, in all other reasonable promotional activities of the Team, the NBA, and any League-related entity. For each such promotional appearance made on behalf of a commercial sponsor of the Team, the Team agrees to pay the Player \$3,000 (or, commencing with the 2017-18 Salary Cap Year, \$3,500) subject to Article II, Section 8 of the CBA, or, if the Team agrees, such higher amount that is consistent with the Team's past practice and not otherwise unreasonable.

14. GROUP LICENSE AND LEAGUE PROMOTION.

(a) The Player hereby grants to NBA Properties, Inc. (and its related entities) the exclusive rights to use the Player's Player Attributes as such term is defined and for such group licensing purposes as are set forth in the Agreement between NBA Properties, Inc. and the National Basketball Players Association, made as of September 18, 1995 and amended January 20, 1999, July 29, 2005 and December 8, 2011 (the "Group License"), a copy of which will, upon his request, be furnished to the Player; and the Player agrees to make the appearances called for by such Agreement.

(b) Notwithstanding anything to the contrary contained in the Group License, the CBA or this Contract, the NBA, all League-related entities, and the Teams may use, and may authorize others to use, in connection with League Promotions, the Player's Player Attributes (as defined in the Group License). The NBA, all League-related entities and the Teams shall be entitled to use the Player's Player Attributes individually pursuant to the preceding sentence and shall not be required to use the Player's Player Attributes in a group or as one of multiple players. As used herein, League Promotion shall mean any and all uses intended to publicize, promote or market, in any way (including in any and all Media) (i) the NBA, any League-related entity that generates BRI (as defined in Article VII of the CBA), any Team or any Player, (ii) any game in which a Team participates (including a Pre-Season, Exhibition, Regular Season, and Playoff game), (iii) any telecast, broadcast or other exhibition or distribution of any such game or of any NBA or Team-related program or content, (iv) any NBA or Team-related facility or platform or any public service, promotional, advertising, marketing program or other activity conducted or authorized by the NBA, a League-related entity that generates BRI or a Team or (v) the sport of basketball. For purposes of clarity, the foregoing rights of the NBA, League-related entities and the Teams include the right and authority to use, and to authorize others to use, after the term of this Contract, any Player Attributes fixed in a tangible medium (e.g., filmed, photographed, recorded or otherwise captured) during the term of this Contract solely for the purposes described herein. The foregoing does not confer any right or authority to use the Player's Player Attributes in a manner that constitutes an unauthorized Endorsement (as such term is defined and clarified in Article XXVIII of the CBA).

(c) The Player does not and will not contest during or after the term of this Contract, and the Player hereby acknowledges, the exclusive rights of the NBA, all League-related entities that generate BRI and the Teams (i) to telecast, broadcast, or otherwise distribute, transmit, exhibit or perform, on a live, delayed, or archived basis, in any and all Media, any performance

by the Player under this Contract or the CBA (including in NBA games or any excerpts thereof) and (ii) to produce, license, offer for sale, sell, market, or otherwise, exhibit, distribute, transmit or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any such performance in any and all Media, including, but not limited to, as part of programming or a content offering or in packaged or other electronic or digital media. The foregoing does not confer any right or authority to use the Player's Player Attributes in a manner that constitutes an unauthorized Endorsement (as such term is defined and clarified in Article XXVIII of the CBA).

15. TEAM DEFAULT.

In the event of an alleged default by the Team in the payments to the Player provided for by this Contract, or in the event of an alleged failure by the Team to perform any other material obligation that it has agreed to perform hereunder, the Player shall notify both the Team and the League in writing of the facts constituting such alleged default or alleged failure. If neither the Team nor the League shall cause such alleged default or alleged failure to be remedied within five (5) days after receipt of such written notice, the National Basketball Players Association shall, on behalf of the Player, have the right to request that the dispute concerning such alleged default or alleged failure be referred immediately to the Grievance Arbitrator in accordance with the provisions of the CBA. If, as a result of such arbitration, an award issues in favor of the Player, and if neither the Team nor the League complies with such award within ten (10) days after the service thereof, the Player shall have the right, by a further written notice to the Team and the League, to terminate this Contract.

16. TERMINATION.

(a) The Team may terminate this Contract upon written notice to the Player if the Player shall:

(i) at any time, fail, refuse, or neglect to conform his personal conduct to standards of good citizenship, good moral character (defined here to mean not engaging in acts of moral turpitude, whether or not such acts would constitute a crime), and good sportsmanship, to keep himself in first class physical condition, or to obey the Team's training rules;

(ii) at any time commit a significant and inexcusable physical attack against any official or employee of the Team or the NBA (other than another player), or any person in attendance at any NBA game or event, considering the totality of the circumstances, including (but not limited to) the degree of provocation (if any) that may have led to the attack, the nature and scope of the attack, the Player's state of mind at the time of the attack, and the extent of any injury resulting from the attack;

(iii) at any time, fail, in the sole opinion of the Team's management, to exhibit sufficient skill or competitive ability to qualify to continue as a member of the Team; provided, however, (A) that if this Contract is terminated by the Team, in accordance with the provisions of this subparagraph, prior to January 10 of any

Season, and the Player, at the time of such termination, is unfit to play skilled basketball as the result of an injury resulting directly from his playing for the Team, the Player shall (subject to the provisions set forth in Exhibit 3) continue to receive his full Base Compensation, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the Player's Compensation by the Team, the Player hereby assigns to the Team) and any insurance provided for by the Team paid or payable to the Player by reason of said injury, until such time as the Player is fit to play skilled basketball, but not beyond the Season during which such termination occurred; and provided, further, (B) that if this Contract is terminated by the Team, in accordance with the provisions of this subparagraph, during the period from the January 10 of any Season through the end of such Season, the Player shall be entitled to receive his full Base Compensation for said Season; or

(iv) at any time, fail, refuse, or neglect to render his services hereunder or in any other manner materially breach this Contract.

(b) If this Contract is terminated by the Team by reason of the Player's failure to render his services hereunder due to disability caused by an injury to the Player resulting directly from his playing for the Team and rendering him unfit to play skilled basketball, and notice of such injury is given by the Player as provided herein, the Player shall (subject to the provisions set forth in Exhibit 3) be entitled to receive his full Base Compensation for the Season in which the injury was sustained, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the Player's Compensation by the Team, the Player hereby assigns to the Team) and any insurance provided for by the Team paid or payable to the Player by reason of said injury.

(c) Notwithstanding the provisions of paragraph 16(b) above, if this Contract is terminated by the Team prior to the first game of a Regular Season by reason of the Player's failure to render his services hereunder due to an injury or condition sustained or suffered during a preceding Season, or after such Season but prior to the Player's participation in any basketball practice or game played for the Team, payment by the Team of any Compensation earned through the date of termination under paragraph 3(b) above, payment of the Player's board, lodging, and expense allowance during the training camp period, payment of the reasonable traveling expenses of the Player to his home city, and the expert training and coaching provided by the Team to the Player during the training season shall be full payment to the Player.

(d) If this Contract is terminated by the Team during the period designated by the Team for attendance at training camp, payment by the Team of any Compensation earned through the date of termination under paragraph 3(b) above, payment of the Player's board, lodging, and expense allowance during such period to the date of termination, payment of the reasonable traveling expenses of the Player to his home city, and the expert training and coaching provided by the Team to the Player during the training season shall be full payment to the Player.

(e) If this Contract is terminated by the Team after the first game of a Regular Season, except in the case provided for in subparagraphs (a)(iii) and (b) of this paragraph 16, the

Player shall be entitled to receive as full payment hereunder a sum of money which, when added to the salary which he has already received during such Season, will represent the same proportionate amount of the annual sum set forth in Exhibit 1 or Exhibit 1A hereto as the number of days of such Regular Season then past bears to the total number of days of such Regular Season, plus the reasonable traveling expenses of the Player to his home.

(f) If the Team proposes to terminate this Contract in accordance with subparagraph (a) of this paragraph 16, it must first comply with the following waiver procedure:

(i) The Team shall request the NBA Commissioner to request waivers from all other clubs. Such waiver request may not be withdrawn.

(ii) Upon receipt of the waiver request, any other team may claim assignment of this Contract at such waiver price as may be fixed by the League, the priority of claims to be determined in accordance with the NBA Constitution and By-Laws.

(iii) If this Contract is so claimed, the Team agrees that it shall, upon the assignment of this Contract to the claiming team, notify the Player of such assignment as provided in paragraph 10(c) hereof, and the Player agrees he shall report to the assignee team as provided in said paragraph 10(c).

(iv) If the Contract is not claimed prior to the expiration of the waiver period, it shall terminate and the Team shall promptly deliver written notice of termination to the Player.

(v) The NBA shall promptly notify the Players Association of the disposition of any waiver request.

(vi) To the extent not inconsistent with the foregoing provisions of this subparagraph (f), the waiver procedures set forth in the NBA Constitution and By-Laws, a copy of which, as in effect on the date of this Contract, is attached hereto, shall govern.

(g) Upon any termination of this Contract by the Player, all obligations of the Team to pay Compensation shall cease on the date of termination, except the obligation of the Team to pay the Player's Compensation to said date.

17. DISPUTES.

In the event of any dispute arising between the Player and the Team relating to any matter arising under this Contract, or concerning the performance or interpretation thereof (except for a dispute arising under paragraph 9 hereof), such dispute shall be resolved in accordance with the Grievance and Arbitration Procedure set forth in Article XXXI of the CBA.

18. PLAYER NOT A MEMBER.

Nothing contained in this Contract or in any provision of the NBA Constitution and By-Laws shall be construed to constitute the Player a member of the NBA or to confer upon him any of the rights or privileges of a member thereof.

19. RELEASE.

The Player hereby releases and waives any and all claims he may have, or that may arise during the term of this Contract, against (a) the NBA and its related entities, the NBADL and its related entities, and every member of the NBA or the NBADL, and every director, officer, owner, stockholder, trustee, partner, and employee of the NBA, NBADL and their respective related entities and/or any member of the NBA or NBADL and their related entities (excluding persons employed as players by any such member), and (b) any person retained by the NBA and/or the Players Association in connection with the NBA/NBPA Anti-Drug Program, the Grievance Arbitrator, the System Arbitrator, and any other arbitrator or expert retained by the NBA and/or the Players Association under the terms of the CBA, in both cases (a) and (b) above, arising out of, or in connection with, and whether or not by negligence, (i) any injury that is subject to the provisions of paragraph 7 hereof, (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice, any NBADL game, and/or any NBA Exhibition, Regular Season, and/or Playoff game (in all cases on or adjacent to the playing floor or in or adjacent to any facility used for such practices or games), (iii) the testing procedures or the imposition of any penalties set forth in paragraph 8 hereof and in the NBA/NBPA Anti-Drug Program, or (iv) any injury suffered in the course of his employment as to which he has or would have a claim for workers' compensation benefits. The foregoing shall not apply to any claim of medical malpractice against a Team-affiliated physician or other medical personnel.

20. ENTIRE AGREEMENT.

This Contract (including any Exhibits hereto) contains the entire agreement between the parties and, except as provided in the CBA, sets forth all components of the Player's Compensation from the Team or any Team Affiliate, and there are no other agreements or transactions of any kind (whether disclosed or undisclosed to the NBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the NBA) (a) concerning any future Renegotiation, Extension, or other amendment of this Contract or the entry into any new Player Contract, or (b) involving compensation or consideration of any kind (including, without limitation, an investment or business opportunity) to be paid, furnished, or made available to the Player, or any person or entity controlled by, related to, or acting with authority on behalf of the Player, by the Team or any Team Affiliate.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT.

THIS CONTRACT INCLUDES EXHIBITS _____, WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF the Player has hereunto signed his name and the Team has caused this Contract to be executed by its duly authorized officer.

Dated: _____

By: _____

Title:

Team:

Dated: _____

Player:

Player's Address:

EXCERPT FROM NBA CONSTITUTION

MISCONDUCT

35. The provisions of this Article 35 shall govern all Players in the Association, hereinafter referred to as "Players."

(a) Each Member shall provide and require in every contract with any of its Players that they shall be bound and governed by the provisions of this Article. Each Member, at the direction of the Board of Governors or the Commissioner, as the case may be, shall take such action as the Board or the Commissioner may direct in order to effectuate the purposes of this Article.

(b) The Commissioner shall direct the dismissal and perpetual disqualification from any further association with the Association or any of its Members, of any Player found by the Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding or attempting to cause any game of basketball to result otherwise than on its merits.

(c) If in the opinion of the Commissioner any act or conduct of a Player at or during an Exhibition, Regular Season, or Playoff game has been prejudicial to or against the best interests of the Association or the game of basketball, the Commissioner shall impose upon such Player a fine not exceeding \$50,000, or may order for a time the suspension of any such Player from any connection or duties with Exhibition, Regular Season, or Playoff games, or he may order both such fine and suspension.

(d) The Commissioner shall have the power to suspend for a definite or indefinite period, or to impose a fine not exceeding \$50,000, or inflict both such suspension and fine upon any Player who, in his opinion, (i) shall have made or caused to be made any statement having, or that was designed to have, an effect prejudicial or detrimental to the best interests of basketball or of the Association or of a Member, or (ii) shall have been guilty of conduct that does not conform to standards of morality or fair play, that does not comply at all times with all federal, state, and local laws, or that is prejudicial or detrimental to the Association.

(e) Any Player who, directly or indirectly, entices, induces, persuades or attempts to entice, induce, or persuade any Player, Coach, Trainer, General Manager or any other person who is under contract to any other Member of the Association to enter into negotiations for or relating to his services or negotiates or contracts for such services shall, on being charged with such tampering, be given an opportunity to answer such charges after due notice and the Commissioner shall have the power to decide whether or not the charges have been sustained; in the event his decision is that the charges have been sustained, then the Commissioner shall have the power to suspend such Player for a definite or indefinite period, or to impose a fine not exceeding \$50,000, or inflict both such suspension and fine upon any such Player.

(f) Any Player who, directly or indirectly, wagers money or anything of value on the outcome of any game played by a Team in the league operated by the Association shall, on being charged with such wagering, be given an opportunity to answer such charges after due notice, and the decision of the Commissioner shall be final, binding and conclusive and unappealable.

The penalty for such offense shall be within the absolute and sole discretion of the Commissioner and may include a fine, suspension, expulsion and/or perpetual disqualification from further association with the Association or any of its Members.

(g) Except for a penalty imposed under Paragraph (f) of this Article 35: (i) any challenge by a Team to the decisions and acts of the Commissioner pursuant to Article 35 shall be appealable to the Board of Governors, who shall determine such appeals in accordance with such rules and regulations as may be adopted by the Board in its absolute and sole discretion, and (ii) any challenge by a Player to the decisions or acts of the Commissioner pursuant to Article 35 shall be governed by the provisions of Article XXXI of the NBA/NBPA Collective Bargaining Agreement then in effect.

EXCERPT FROM NBA BY-LAWS

5.01. *Waiver Right.* Except for sales and trading between Members in accordance with these By-Laws, no Member shall sell, option, or otherwise assign the contract with, right to the services of, or right to negotiate with, a Player without complying with the waiver procedure prescribed by this Constitution and By-Laws.

5.02. *Waiver Price.* The waiver price shall be \$1,000 per Player.

5.03. *Waiver Procedure.* A Member desiring to secure waivers on a Player shall notify the Commissioner or the Commissioner's designee, who shall, on behalf of such Member, immediately notify all other Members of the waiver request. Such Player shall be assumed to have been waived unless a Member shall notify the Commissioner or the Commissioner's designee in accordance with Section 5.04 of a claim to the rights to such Player. Once a Member has notified the Commissioner or the Commissioner's designee of its desire to secure waivers on a Player, such notice may not be withdrawn. A Player remains the financial responsibility of the Member placing him on waivers until the waiver period set by the Commissioner or the Commissioner's designee has expired.

5.04. *Waiver Period.* If the Commissioner or the Commissioner's designee distributes notice of request for waiver, any Members wishing to claim rights to the Player shall do so by giving notice by telephone and in a Writing of such claim to the Commissioner or the Commissioner's designee within forty-eight (48) hours after the time of such notice. A Team may not withdraw a claim to the rights to a Player on waivers. Notwithstanding Article 40 of the NBA Constitution, Saturdays, Sundays and legal holidays shall be included when computing the above-referenced waiver period.

5.05. *Waiver Preferences.*

(a) In the event that more than one (1) Member shall have claimed the rights to a Player placed on waivers, the claiming Member with the lowest team standing at the time the waiver was requested shall be entitled to acquire the rights to such Player. If the request for waiver shall occur after the last day of the Season and before 11:59 p.m. eastern time on the following November 30, the standings at the close of the previous Season shall govern.

(b) If the winning percentage of two (2) claiming Teams are the same, then the tie shall be determined, if possible, on the basis of the Regular Season Games between the two (2) Teams during the Season or during the preceding Season, as the case may be. If still tied, a toss of a coin shall determine priority. For the purpose of determining standings, both Conferences of the Association shall be deemed merged and a consolidated standing shall control.

5.06. *Players Acquired Through Waivers.* A Member who has acquired the rights and title to the contract of a Player through the waiver procedure may not sell or trade such rights for a period of thirty (30) days after the acquisition thereof; provided, however, that if the rights to such Player were acquired between Seasons, the 30-day period described herein shall begin on the first day of the next succeeding Season.

5.07. *Additional Waiver Rules.* The Commissioner or the Board of Governors may from time to time adopt additional rules (supplementary to those set forth in this Section 5) with respect to the operation of the waiver procedure. Such rules shall not be inconsistent with the provisions of this Section 5 and shall apply to but shall not be limited to the mechanics of notice, inadvertent omission of notification to a Member, and rules of construction as to time.

AGENT CERTIFICATION

(To be completed only if Player was represented by an agent who negotiated the terms of this Contract.)

I, the undersigned, having negotiated this Contract on behalf of _____, do hereby swear and certify, under penalties of perjury, that the terms of Paragraph 20 of this Contract ("Entire Agreement") are true and correct to the best of my knowledge and belief.

Player Representative

(Print or Type Name of Player Representative)

State of _____
County of _____

On _____, before me personally came _____ and acknowledged to me that he/she had executed the foregoing Agent Certification.

Notary Public

UNIFORM PLAYER CONTRACT

Exhibit 1 — Compensation

Player:

Team:

Date:

Season

Current Base Compensation

Deferred Base Compensation

Payment Schedule (if different from paragraph 3):

Current
Base:

Deferred
Base:

Signing Bonus (include dates of payment):

Incentive Compensation (include dates of payment):

Other Arrangements:

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 1A — Compensation: Minimum Player Salary

Player:

Team:

Date:

<u>Season</u>	<u>Current Base Compensation</u>	<u>Deferred Base Compensation</u>
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This Contract is intended to provide for a Base Compensation for the _____ Season(s) equal to the Minimum Player Salary for such Season(s) (with no bonuses of any kind) and shall be deemed amended to the extent necessary to so provide.

Payment Schedule (if different from paragraph 3):

Other Arrangements:

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 2 — Compensation Protection

Player:

Team:

Date:

<u>Season</u>	<u>Type of Protection</u>	<u>Amount of Protection</u>	<u>Additional Conditions or Limitations</u>
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Automatic Stretch Provision: In the event that the Team terminates this Contract (resulting in the Player's separation of service from the Team), and the Team is obligated thereafter to make payments to the Player pursuant to this Exhibit 2, such payments shall be rescheduled as follows: (i) if the request for waivers on the Player is made during the period from September 1 through the following June 30, then (x) the Base Compensation owed to the Player pursuant to this Exhibit 2 with respect to the Salary Cap Year in which the request for waivers is made shall be paid in accordance with the payment schedule set forth in this Contract; and (y) the remaining Base Compensation owed to the Player pursuant to this Exhibit 2 shall be aggregated and paid in equal amounts per Season over a period equal to twice the number of Seasons (including any Player Option Year) remaining on this Contract following the Salary Cap Year in which the request for waivers occurred (not including the then-current Season (or, in the case of requests for waivers made from September 1 through the first day of a Regular Season, the upcoming Season)), plus one Season; and (ii) if the request for waivers on the Player is made during the period from July 1 through August 31, then the remaining Base Compensation owed to the Player pursuant to this Exhibit 2 shall be aggregated and paid in equal amounts per Season over a period equal to twice the number of Seasons (including any Player Option Year) remaining on this Contract following the date of the waiver (including the upcoming Season), plus one Season. In all circumstances described above except where specifically noted otherwise, the Base Compensation in each Season shall be paid in accordance with the schedule set forth in paragraph 3 of this Contract.

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 3 — Prior Injury Exclusion

Player:

Team:

Date:

The Player's right to receive his Compensation as set forth in paragraphs 7(c), 16(a)(iii), 16(b) of this Contract, or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe the extent to which liability for Compensation is limited or eliminated:

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 4 — Trade Payments

Player:

Team:

Date:

In the event this Contract is traded by the Team executing the Contract to another NBA team, the Player shall be entitled to receive from the assignor team, within thirty (30) days of the date of such trade, the following payment:

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 5 — Other Activities

Player:

Team:

Date:

Notwithstanding the provisions of paragraph 12 of this Contract, the Player and the Team agree that the Player need not obtain the consent of the Team in order to engage in the activities set forth below:

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 6 — Physical Exam

Player:

Team:

Date:

The Player and the Team agree that this Contract will be invalid and of no force and effect unless the Player passes, in the sole discretion of a physician designated by the Team, a physical examination in accordance with Article II, Section 12(h) of the CBA that is (i) conducted within three (3) business days of the execution of this Contract, and (ii) the results of which are reported by the Team to the player within six (6) business days of the execution of this Contract. The Player agrees to supply complete and truthful information in connection with any such examinations.

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 7 — Substitution for UPC Paragraph 7(b)

Player:

Team:

Date:

Paragraph 7(b) is hereby deleted and the following shall be substituted in place and instead thereof:

“7. (b) The Player agrees, notwithstanding any other provision of this Contract, that he will to the best of his ability maintain himself in physical condition sufficient to play skilled basketball at all times. If the Player, in the reasonable judgment of the physician designated for that purpose by the Team, is not in good physical condition at the date of his first scheduled game for the Team, or if, at the beginning of or during any Season, he fails to remain in good physical condition, in either event so as to render the Player unfit in the reasonable judgment of said physician to play skilled basketball, the Team shall have the right to suspend the Player for successive one-week periods until the Player, in the reasonable judgment of the Team’s physician, is in good physical condition; provided, however, that at the end of each such one-week period of suspension, if the Team notifies the Player, orally or in writing, that in its reasonable judgment it believes the Player is still not in good physical condition, and if the Player so requests, then the Player shall be examined by a physician or physicians designated for such purpose by the President, or any Vice President if the President is not available, of the American Society of Orthopedic Physicians, or equivalent organization (the “Reviewing Physician”), whose sole judgment concerning the physical condition of the Player to play skilled basketball shall be binding upon the Team and the Player for purposes of this paragraph. The suspension of the Player shall be terminated promptly upon the failure of the Team to give the Player the notice required at the end of the one-week period or upon the finding of said Reviewing Physician that the Player is in physical condition sufficient to play skilled basketball. In the event of a suspension permitted hereunder, the Compensation (excluding any signing bonus or Incentive Compensation) payable to the Player for any Season during such suspension shall be reduced in the same proportion as the length of the period of disability so determined bears to the length of the Season. Nothing in this paragraph 7(b) shall authorize the Team to suspend the Player solely because the Player is injured or ill.”

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 8 — Sign and Trade

Player:

Team:

Date:

The Player and the Team agree that this [Contract] [amendment] will be invalid and of no force and effect unless the Contract is traded to the [assignee team] within forty-eight (48) hours of its execution, and all conditions to such trade are ultimately satisfied.

Initialed:

Player

Team

UNIFORM PLAYER CONTRACT

Exhibit 9 — One-Season, Non-Guaranteed Training Camp Contracts

Player:

Team:

Date:

The Player's right to receive any Compensation under this Contract (other than Compensation in accordance with paragraph 3(b)) is eliminated in the event the Contract is terminated prior to the first day of the Regular Season covered by the Contract; provided, however, that if the Player is injured as a direct result of playing for the Team and, accordingly, would have been entitled (but for this Exhibit 9) to Compensation pursuant to paragraphs 7(c), 16(a)(iii), 16(b), or otherwise, the Team's sole liability shall be to pay the Player \$6,000 upon termination of the Player's Contract.

Initialed:

Player

Team

EXHIBIT B

CONSTITUTION
and
BY-LAWS
of
**THE NATIONAL
BASKETBALL
ASSOCIATION**

May 29, 2012



maximum number of Players permitted to be listed on the Member's Active List during the Regular Season.

(iv) To the payment of the fees and traveling and maintenance costs of the Referees appointed for the games.

(v) The balance, if any, shall be distributed equally to the Members.

(c) In the event that the monies so received by the Association are insufficient to pay the items referred to in Paragraph (b) hereof, the deficit shall be supplied equally by the Members.

ARTICLE 34

MEMBERS, THEIR POWERS AND RESPONSIBILITIES

In circumstances where a rule is not provided by the Constitution and By-Laws, rules, regulations, resolutions, or agreements of the Association, each Member shall conduct its operations in accordance with its own business judgment.

ARTICLE 35

MISCONDUCT

The provisions of this Article 35 shall govern all Players in the Association.

(a) Each Member shall provide and require in every contract with any of its Players that they shall be bound and governed by the provisions of this Article. Each Member, at the direction of the Board of Governors or the Commissioner, as the case may be, shall take such action as the Board or the Commissioner may direct in order to effectuate the purposes of this Article.

(b) The Commissioner shall direct the dismissal and perpetual disqualification from any further association with the Association or any of its Members, of any Player found by the Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding or attempting to cause any game of basketball to result otherwise than on its merits.

(c) If in the opinion of the Commissioner any act or conduct of a Player at or during an Exhibition, Regular Season, or Playoff Game has been prejudicial to or against the best interests of the Association or the game of basketball, the Commissioner shall impose upon such Player a fine not exceeding \$50,000, or may order for a time the suspension of any such Player from any connection or duties with Exhibition, Regular Season, or Playoff Games, or he may order both such fine and suspension.

(d) The Commissioner shall have the power to suspend for a definite or indefinite period, or to impose a fine not exceeding \$50,000, or inflict both such suspension and fine upon any Player who, in his opinion, (i) shall have made or caused to be made any statement having, or that was designed to have, an effect prejudicial or detrimental to the best interests of basketball or of the Association or of a Member, or (ii) shall have been guilty of conduct that does not conform to standards of morality or fair play, that does not comply at all times with all federal, state, and local laws, or that is prejudicial or detrimental to the Association.

(e) Any Player who, directly or indirectly, entices, induces, persuades or attempts to entice, induce, or persuade any Player, Coach, Trainer, General Manager or any other person who is under contract to any other Member of the Association to enter into negotiations for or relating to his services or negotiates or contracts for such services shall, on being charged with such tampering, be given an opportunity to answer such charges after due notice and the Commissioner shall have the power to decide whether or not the charges have been sustained; in the event his decision is that the

charges have been sustained, then the Commissioner shall have the power to suspend such Player for a definite or indefinite period, or to impose a fine not exceeding \$50,000, or inflict both such suspension and fine upon any such Player.

(f) Any Player who, directly or indirectly, wagers money or anything of value on the outcome of any game played by a Team in the league operated by the Association shall, on being charged with such wagering, be given an opportunity to answer such charges after due notice, and the decision of the Commissioner shall be final, binding and conclusive and unappealable. The penalty for such offense shall be within the absolute and sole discretion of the Commissioner and may include a fine, suspension, expulsion and/or perpetual disqualification from further association with the Association or any of its Members.

(g) Except for a penalty imposed under Paragraph (f) of this Article 35: (i) any challenge by a Team to the decisions and acts of the Commissioner pursuant to Article 35 shall be appealable to the Board of Governors, who shall determine such appeals in accordance with such rules and regulations as may be adopted by the Board in its absolute and sole discretion, and (ii) any challenge by a Player to the decisions or acts of the Commissioner pursuant to Article 35 shall be governed by the provisions of Article XXXI of the NBA/NBPA Collective Bargaining Agreement then in effect.

EXHIBIT C

NBA COLLECTIVE BARGAINING AGREEMENT



DECEMBER 2011

ARTICLE VI

PLAYER CONDUCT

Section 1. General.

In addition to any other rights a Team or the NBA may have by contract (including but not limited to the rights set forth in paragraphs 9 and 16 of the Uniform Player Contract) or by law, when a player fails or refuses, without proper and reasonable cause or excuse, to render the services required by a Player Contract or this Agreement, or when a player is, for proper cause, suspended by his Team or the NBA in accordance with the terms of such Contract or this Agreement, the Current Base Compensation payable to the player for the year of the Contract during which such refusal or failure and/or suspension occurs may be reduced (or, in the case of a suspension, shall be reduced) by 1/110th of the player's Base Compensation for each missed Exhibition, Regular Season or Playoff game.

Section 2. Practices.

(a) When a player, without proper and reasonable excuse, fails to attend a practice session scheduled by his Team, he shall be subject to the following discipline: (i) for the first missed practice during a Season -- \$2,500; (ii) for the second missed practice during such Season -- \$5,000; (iii) for the third missed practice during such Season -- \$7,500; and (iv) for the fourth (or any additional) missed practice during such Season -- such discipline as is reasonable under the circumstances.

(b) Notwithstanding Section 2(a) above, when a player, without proper and reasonable excuse, refuses or intentionally fails to attend any practice session scheduled by his Team, he shall be subject to such discipline as is reasonable under the circumstances.

Section 3. Promotional Appearances.

When a player, without proper and reasonable excuse, fails or refuses to attend a promotional appearance required by and in accordance with Article II, Section 8 and Paragraph 13(d) of the Uniform Player Contract, he shall be fined \$20,000.

Section 4. Mandatory Programs.

(a) NBA players shall be required to attend and participate in educational and life skills programs designated as "mandatory programs" by the NBA and the Players Association. Such "mandatory programs," which shall be jointly administered by the NBA and the Players Association, shall include a Rookie Transition Program (for rookies only), Team Awareness Meetings (which shall cover, among other things, substance abuse awareness, HIV awareness, and gambling awareness), and such other programs as the NBA and the Players Association shall jointly designate as mandatory.

(b) When a player, without proper and reasonable excuse, fails or refuses to attend a "mandatory program," he shall be fined \$20,000 by the NBA; provided, however, that if the player misses the Rookie Transition Program, he shall be suspended for five (5) games.

Section 5. Media Training, Business of Basketball and Anti-Gambling Training.

(a) All players shall be required each Season to attend and participate in one (1) media training session conducted by their Team and/or the NBA. If a player, without proper and reasonable excuse, fails or refuses to attend a media training session, he shall be fined \$20,000.

(b) All players shall be required to attend and participate each Season in one (1) "business of basketball" program conducted by their Team and/or the NBA. If a player, without proper and reasonable excuse, fails or refuses to attend such program, he shall be fined \$5,000.

(c) All players shall be required each Season to attend and participate in one (1) anti-gambling training session conducted by their Team and/or the NBA. If a player, without proper and reasonable excuse, fails or refuses to attend an anti-gambling training session, he shall be fined \$20,000.

Section 6. Charitable Contributions.

(a) In the event that (i) a fine or suspension is imposed on a player, (ii) such fine or suspension-related Compensation amount is collected by the League, and (iii) the fine or suspension is not grieved pursuant to

Article XXXI, then the NBA shall remit fifty percent (50%) of the amount collected to the National Basketball Players Association Foundation (the "NBPA Foundation") or such other charitable organization selected by the Players Association that qualifies for treatment under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended (a "Section 501(c)(3) Organization"), and that is approved by the NBA (which approval shall not be unreasonably withheld) (both hereinafter, the "NBPA-Selected Charitable Organization"). The NBA shall remit the remaining fifty percent (50%) of the amount collected to a Section 501(c)(3) organization selected by the NBA and approved by the Players Association, which approval shall not be unreasonably withheld. For purposes of this Section 6(a), and with respect to any suspension imposed on a player by the NBA of five (5) games or more, the NBA shall be required to collect a suspension-related Compensation amount equal to at least five (5) games of such suspension.

(b) The remittances made by the NBA pursuant to this Section 6 shall be made annually, ninety (90) days following the Accountants' (as defined in Article VII, Section 10(a)) submission to the NBA and the Players Association of a final Audit Report or an Interim Escrow Audit Report (as defined in Article VII, Section 10(a)) for the Salary Cap Year covering the Season during which the fines and suspension-related Compensation amounts are collected by the NBA. For purposes of this Article and all other provisions of this Agreement, any money remitted or paid to the National Basketball Players Association Foundation by the NBA shall be used for charitable purposes only, and not, for example, for any salaries of Foundation employees or administrative expenses.

(c) If a timely Grievance is filed under Article XXXI challenging a fine or suspension of the kind designated in Section 6(a) above, and, following the disposition of the Grievance, the Grievance Arbitrator determines that all or part of the fine or suspension-related amount (plus any accrued interest thereon) is payable by the player to the League, then the League shall remit the amount collected by the League (plus any interest) in accordance with the provisions of Sections 6(a) and (b) above.

Section 7. Unlawful Violence.

When a player is convicted of (including a plea of guilty, no contest, or nolo contendere to) a violent felony, he shall immediately be suspended by the NBA for a minimum of ten (10) games.

Section 8. Counseling for Violent Misconduct.

(a) In addition to any other rights a Team or the NBA may have by contract or law, when the NBA and the Players Association agree that there is reasonable cause to believe that a player has engaged in any type of off-court violent conduct, the player will (if the NBA and the Players Association so agree) be required to undergo a clinical evaluation by a neutral expert and, if deemed necessary by such expert, appropriate counseling, with such evaluation and counseling program to be developed and supervised by the NBA and the Players Association. For purposes of this paragraph, "violent conduct" shall include, but not be limited to, any conduct involving the use or threat of physical violence or the use of, or threat to use, a deadly weapon, any conduct which could be categorized as a "hate crime," sexual assault or any other sexual offense, acts of domestic violence, and any conduct involving dog fighting or animal cruelty.

(b) Any player who is convicted of (including a plea of guilty, no contest, or nolo contendere to) a crime involving violent conduct shall be required to attend at least five (5) counseling sessions with a therapist or counselor jointly selected by the NBA and the Players Association. These sessions shall be in addition to any discipline imposed on the player by the NBA for the conduct underlying his conviction. The therapist or counselor who is jointly selected by the NBA and the Players Association shall determine the total number of counseling sessions to be attended by the player; however, in no event shall a player be required to attend more than ten (10) sessions.

(c) Any player who, after being notified in writing by the NBA that he is required to undergo the clinical evaluation and/or counseling program authorized by Section 8(a) or 8(b) above, refuses or fails, without a reasonable explanation, to attend or participate in such evaluation and counseling program within seventy-two (72) hours following such notice, shall be fined by the NBA in the amount of \$10,000 for each day following such seventy-two (72) hours that the player refuses or fails to participate in such program.

Section 9. Firearms and Other Weapons.

(a) Whenever a player is physically present at a facility or venue owned, operated, or being used by a Team, the NBA, or any League-related entity, and whenever a player is traveling on any NBA-related business, whether on behalf of the player's Team, the NBA, or any League-related entity, such player shall not possess a firearm of any kind or any other deadly weapon. For purposes of the foregoing, "a facility or venue" includes, but is not limited to: an arena; a practice facility; a Team or League office or facility; an All-Star or NBA Playoff venue; and the site of a promotional or charitable appearance.

(b) At the commencement of each Season, and if the player owns or possesses any firearm, the player will provide the Team with proof that the player possesses a license or registration as required by law for any such firearm. Each player is also required to provide the Team with proof of any modifications or additions made to this information during the Season.

(c) Any violation of Section 9(a) or Section 9(b) above shall be considered conduct prejudicial to the NBA under Article 35(d) of the NBA Constitution and By-Laws, and shall therefore subject the player to discipline by the NBA in accordance with such Article.

Section 10. One Penalty.

(a) The NBA and a Team shall not discipline a player for the same act or conduct. The NBA's disciplinary action will preclude or supersede disciplinary action by any Team for the same act or conduct.

(b) Notwithstanding anything to the contrary contained in Section 10(a), (i) the same act or conduct by a player may result in both a termination of the player's Uniform Player Contract by his Team and the suspension of the player by the NBA if the egregious nature of the act or conduct is so lacking in justification as to warrant such double penalty, and (ii) both the NBA and the Team to which a player is traded may impose discipline for a player's failure to report for a trade in accordance with paragraph 10(d) of the Uniform Player Contract.

Section 11. League Investigations.

(a) Players are required to cooperate with investigations of alleged player misconduct conducted by the NBA. Failure to so cooperate, in the absence of a reasonable apprehension of criminal prosecution, will subject the player to reasonable fines and/or suspensions imposed by the NBA.

(b) Except as set forth in Section 11(c) below, the NBA shall provide the Players Association with such advance notice as is reasonable in the circumstances of any interview or meeting to be held (in person or by telephone) between an NBA representative and a player under investigation by the NBA for alleged misconduct, and shall invite a representative of the Players Association to participate or attend. The failure or inability of a Players Association representative to participate in or attend the interview or meeting, however, shall not prevent the interview or meeting from proceeding as scheduled. A willful disregard by the NBA of its obligation to notify the Players Association as provided for by this Section 11(b) shall bar the NBA from using as evidence against the player in a proceeding involving such alleged misconduct any statements made by the player in the interview or meeting conducted by the NBA representative.

(c) The provisions of Section 11(b) above shall not apply to interviews or meetings: (i) held by the NBA as part of an investigation with respect to alleged player misconduct that occurred at the site of a game; and (ii) which take place during the course of, or immediately preceding or following, such game. With respect to any such interview or meeting, the NBA's only obligation shall be to provide notice to the Players Association that the NBA will be conducting an investigation and holding an interview or meeting in connection therewith. Such notice may be given by telephone at a telephone number or by email at an email address to be designated in writing by the Players Association.

Section 12. On-Court Conduct.

In addition to its authority under paragraph 5 of the Uniform Player Contract, the NBA is entitled to promulgate and enforce reasonable rules governing the conduct of players on the playing court (as that term is defined in Article XXXI, Section 9(c)) that do not violate the provisions of this Agreement. Prior to the date on which any new rule promulgated by the NBA becomes effective, the NBA shall provide notice of such new

rule to the Players Association and consult with the Players Association with respect thereto.

Section 13. Motor Vehicles.

At the commencement of each Season, and if the player owns or operates any motor vehicle, the player will provide the Team with proof that the player possesses a valid driver's license, registration documents, and insurance for any such vehicle. For players who sign Player Contracts during the Season, the player will provide the Team with such information within fourteen (14) days following the execution of his Contract. Each player is also required to provide the Team with proof of any modifications or additions made to this information during the Season.

Section 14. Player Convictions Involving Alcohol or Controlled Substances.

In addition to any other discipline imposed by the NBA for such conduct, any player who is convicted of (including a plea of guilty, no contest, or nolo contendere to) driving while intoxicated, driving under the influence, driving under the influence of a controlled substance (if that controlled substance is not a Prohibited Substance) or any similar crime shall be required to submit to a mandatory evaluation by the Medical Director of the Anti-Drug Program. After that mandatory evaluation, the Medical Director may require the player to attend up to ten (10) substance abuse counseling sessions.

Section 15. Player Arrests.

A Team shall not impose discipline on a player solely on the basis of the fact that the player has been arrested. Notwithstanding the foregoing, (a) a Team may impose discipline on a player for the conduct underlying the player's arrest if it has an independent basis for doing so, (b) nothing herein shall permit a Team to discipline a player for his failure to cooperate with a Team's investigation of his alleged misconduct if he has a reasonable apprehension of criminal prosecution, and (c) nothing herein shall prevent a Team from precluding a player from participating in Team activities without loss of pay to the extent it otherwise has the right to do so.

EXHIBIT D



NATIONAL BASKETBALL ASSOCIATION

RESPECT IN THE WORKPLACE

The NBA and its teams are committed to providing a work environment in which all individuals are treated with respect and dignity. The following standards apply to all persons employed by the NBA and its teams, including players, at all times when in any NBA or team facility, at any NBA or team event, or traveling on, conducting, or communicating (including, for example, through email or social media) in connection with NBA-related matters.

All players and team personnel are prohibited from engaging in:

- Discriminatory or harassing words or conduct based on an individual's race, color, national origin, religion, gender, age, disability, sexual orientation, or any other status or characteristic protected by law.
- "Bullying" or "hazing," which means malicious words or conduct that harm, intimidate, offend, degrade, threaten or humiliate another individual or create a risk to his/her health or safety. This includes, but is not limited to:
 - Physical abuse or threats of violence against an individual or his/her family.
 - Requiring an individual to engage in physical activity (e.g., confinement in a restricted area, consumption of a substance) that poses an unreasonable risk of harm or adversely affects health or safety.
 - Verbal abuse (including slurs or epithets) concerning an individual's status or characteristic protected by law.
 - Subjecting an individual to extreme mental stress, embarrassment, or humiliation.
 - Requiring an individual to unreasonably pay for goods, services, or expenses that are solely for the benefit of others.
 - Requiring an individual to engage in any activity that violates the law or the NBA's rules and regulations.
- Retaliation against anyone who, in good faith, reports a potential violation of these standards or who honestly participates in an investigation.

The conduct and language described above are detrimental to the NBA, and anyone who engages in, encourages, or mindfully disregards such conduct or language will be subject to penalty, including but not limited to a fine, suspension, and/or termination of employment.

Any player or team personnel who is subjected to conduct or language described above should report it to the NBA (Rod Thorn, 212-407-8040; or Kathy Behrens, 212-407-8127), your team's General Manager, and/or any other individual identified by your team to receive such reports.

EXHIBIT E



National Basketball Association

In re Jeff Taylor (Charlotte Hornets)

Domestic violence is a serious societal issue that is antithetical to any community or organization that prides itself on the values of respect for others, good moral character, and common decency. These values are central to the NBA, and domestic violence is an issue that is commanding our full attention.

I have the responsibility to safeguard the best interests of the league and all of its constituents. In addition to its profound impact on victims, domestic violence committed by any member of the NBA family causes damage to the league and undermines the public's confidence in it.

It is against this backdrop that I issue this opinion.

In the early morning of September 25, 2014, Jeffery Taylor of the Charlotte Hornets was arrested in East Lansing, Michigan after an altercation at a local Marriott hotel with a woman with whom he was having a romantic relationship. Mr. Taylor was charged with one count of misdemeanor domestic violence assault, one count of misdemeanor assault on a hotel security officer, and one count of malicious destruction of hotel property.

The NBA immediately commenced its own independent investigation into the incident. The NBA retained David Anders of Wachtell, Lipton, Rosen & Katz and Martha Stolley of Morgan, Lewis & Bockius to handle this matter. Both Mr. Anders and Ms. Stolley are former prosecutors, and Ms. Stolley has substantial prior experience handling domestic violence cases. Over the course of several weeks, these investigators conducted numerous interviews (including separate interviews of Mr. Taylor and the woman involved in this matter) and reviewed various materials in order to determine the facts. During this period, by agreement of all parties, Mr. Taylor was on a paid leave of absence from the Hornets.

Based on the NBA's investigation, the following summary of facts is undisputed. After a night of heavy drinking on September 24, 2014, Mr. Taylor and the woman had an intense and high-volume argument that began in the hotel room where Mr. Taylor was staying, prompting hotel guests to call Marriott security. The argument escalated and resulted in Mr. Taylor shoving the woman in a violent manner into the hotel hallway so that she fell to the ground and struck her head on the opposite door, slapping her arm, and punching a hole in a wall near his hotel room. She had marks on her upper arm and a bump on her head but declined medical treatment.

Shortly thereafter, when Mr. Taylor was arrested by East Lansing police officers, he was belligerent and uncooperative.

On October 29, 2014, Mr. Taylor pleaded guilty to misdemeanor domestic violence assault and malicious destruction of hotel property; the remaining assault charge with respect to the security officer was dismissed. Mr. Taylor was sentenced to 18 months of probation. As part of his probation, Mr. Taylor must complete 26 weeks in a domestic violence intervention program. Mr. Taylor also must enter an outpatient alcohol treatment program and perform alcohol sensor tests daily for 60 days, after which he will be subject to random testing by the Probation Department. Finally, Mr. Taylor must perform 80 hours of community service. If Mr. Taylor successfully meets these and other conditions of his probation, his domestic violence assault charge will be dismissed.

In the course of the NBA's review of this matter, I received guidance from a group of domestic violence experts: Ted Bunch, Co-Founder of A Call To Men; Linda Fairstein, former Chief of the Sex Crimes Prosecution Unit of the Manhattan District Attorney's Office; and Kalimah Johnson, Founder of SASHA Center, a Detroit-based healing and awareness center focusing on sexual assault. I also involved an internal group that focuses on education and counseling of players, including Kathy Behrens, the NBA's Executive Vice President for Social Responsibility & Player Programs; Greg Taylor, the NBA's Senior Vice President of Player Development; and Chrysa Chin, the NBA's Vice President for Player Development; as well as Eric Hutcherson, the NBA's Senior Vice President of Human Resources.

Based on all the facts and circumstances of this matter, I hereby suspend Mr. Taylor without pay for a period of 24 regular season games. Because Mr. Taylor has been on paid leave from the Hornets since the start of the regular season and has therefore already missed 11 games as of the date of this decision, he will be required to miss an additional 13 games, but will suffer a financial penalty equal to 24 games. This suspension is necessary to protect the interests of the NBA and the public's confidence in it. Mr. Taylor's conduct violates applicable law and, in my opinion, does not conform to standards of morality and is prejudicial and detrimental to the NBA. While the suspension is significantly longer than prior suspensions for incidents of domestic violence by NBA players, it is appropriate in light of Mr. Taylor's conduct, the need to deter similar conduct going forward, and the evolving social consensus -- with which we fully concur -- that professional sports leagues like the NBA must respond to such incidents in a more rigorous way.

Because education and training is just as important as the imposition of discipline, Mr. Taylor must also satisfactorily complete the terms of his sentence, including the domestic violence intervention program, alcohol counseling, and community service (which we recommend be directed toward efforts to help victims of domestic violence). In addition, he will be required to attend individual counseling sessions with a counselor jointly selected by the NBA and the National Basketball Players Association. If Mr. Taylor fails to comply with any of these conditions, I reserve the right to revisit this matter.

The NBA is committed to vigilance with respect to domestic violence. We will continue to work closely with the Players Association to provide education, awareness training, and appropriate resources to NBA players and their families. We recognize our responsibility to do all that we can to prevent this destructive and unacceptable conduct from happening in the future.

November 19, 2014



Commissioner

