



COVID-19 PROTOCOL FOR THE 2021-22 SEASON

The health of Player and Club personnel remains the League's priority for the upcoming 2021-22 Season. With this in mind, the Protocol for the 2021-22 season (including Conditioning Camps, Training Camp, Preseason, Regular Season and Playoffs) adopts a bifurcated approach for Players and Hockey Operations Club personnel (and those with whom they have direct interactions while in the workplace) based on the individual's vaccination status, and allows fully vaccinated Player and Club personnel (as defined in Section 2 below) to return to a more "normal" and less regulated approach from a COVID-19 perspective, while those who are not fully vaccinated (as defined in Section 2 below) remain subject to additional preventative and detection measures to help protect against the contraction and transmission of COVID-19.

The approach outlined in this protocol ("2021-22 COVID-19 Protocol" or "Protocol") has been adopted in recognition of:

- (1) the widespread availability of approved COVID-19 vaccinations, and the high adoption rate of Club Hockey Operations and Player personnel;
- (2) updated and recent directives by U.S. and Canadian federal health authorities regarding interactions among vaccinated individuals; and
- (3) the highly contagious nature of the delta strain of the B.1.617.2. variant of COVID-19.

The NHL has worked closely with the NHLPA in establishing the framework set forth herein. It has also developed this approach with the input of both the NHL's and the NHLPA's respective medical, epidemiology and infectious disease experts as well as Club medical personnel.

This Protocol, while comprehensive, cannot mitigate all risk. A range of clinical scenarios exist with COVID-19 infection, from very mild to fatal. Generally, COVID-19 more seriously affects older age groups and those with previously existing medical conditions more so than younger, and otherwise healthy, individuals, but we recognize that this is not always the case, and also that Players and other Club personnel have family and household members who may fall into these more vulnerable categories.

The Protocol may be subject to future revision by the NHL and the NHLPA. In addition, representatives of the NHL and NHLPA shall meet on November 15, 2021, to discuss any necessary additional travel, testing and quarantine provisions that may need to be implemented in connection with the Beijing Olympics in February 2022. This Protocol replaces and supersedes all prior protocols that were in place.

1. GENERAL

Several guiding principles are integral to this Protocol, including that:

- A. All individuals are strongly encouraged to become fully vaccinated (as defined below), ideally with an mRNA (Pfizer or Moderna) vaccine, where such option is available. Quite simply, vaccination is the most effective measure to protect against infection with COVID-19.
- B. Individuals who previously received a non-FDA, Health Canada or WHO-approved COVID-19 vaccine or who have been previously infected are considered NOT fully vaccinated and are strongly recommended to receive an FDA, Health Canada, or WHO-authorized vaccine.

Players and all Club personnel are required to continue to comply with all applicable regulations imposed by local, provincial/state, and federal health authorities, including if they are more stringent than imposed by this Protocol. If the applicable local, provincial/state or federal regulations impose less stringent standards than are set forth in this Protocol, this Protocol will govern, unless expressly stated otherwise herein. Players and Club personnel shall also adhere to any recommended best practices of the CDC, the Public Health Agency of Canada (“PHAC”), and/or Health Canada applicable to them and the facility in which 2021-22 Season activities are to take place, including any changes to such recommendations that may come into effect after the commencement of the 2021-22 Season, and that are communicated to the Players and Club personnel jointly by the NHL and NHLPA.

Currently, the Canadian-U.S. border continues to have travel quarantine restrictions in place that are related to a person’s vaccination status. Given this, and absent receipt of an exemption from the Canadian health authorities, Unvaccinated Individuals (as defined in Section 2 below) may not be allowed to travel across the Canadian-US border or may be required to quarantine, which would obviously limit their ability to participate in Club activities (e.g., playing in Regular Season Games, Club travel, and training activities). The NHL and NHLPA shall continue to review potential resolutions to this issue and any other governmental regulations that may limit the ability of Players to participate in NHL Games during the course of the 2021-22 Season and shall meet no later than September 17, 2021 to discuss and bargain in good faith concerning the possibility of pursuing a National Interest Exemption from the Canadian government.

A Club shall have the right to suspend an Unvaccinated Player who is unable to participate with the Club in Club activities and require the Player to forfeit the equivalent of one day’s pay (i.e., 1/200 of their Paragraph 1 NHL Salary for the 2021-22 Season) for each day during which a Player is precluded from participating in Club activities due to either this Protocol or applicable regulations imposed by local, provincial/state, and/or federal health authorities, including if they are more stringent than imposed by this Protocol; provided, however, that a Club shall not have the right to suspend and require salary forfeiture from an Unvaccinated Player who is: (i) diagnosed with a confirmed positive finding for COVID-19 (or has a resulting and/or related illness) which qualifies as a hockey related injury under Section 2(D) of this Protocol or (ii) determined to be a high risk close contact of a COVID-19 positive co-worker or other workplace-related contact requiring the Player to miss time while isolating/quarantining. Such right to suspend shall also apply in situations where a Player does not travel with the Club due to potential local, provincial/state, and/or federal regulations upon return. If the applicable local, provincial/state or federal regulations impose less stringent standards than are set forth in this Protocol, this Protocol will govern, unless expressly stated otherwise herein. If a Club exercises its right to suspend an Unvaccinated Player under this paragraph, the Club cannot demand, request, or otherwise suggest that the Player undertake any work assignments, including (but not limited to) practicing and/or training, during the term of the suspension. Other than the above noted salary forfeiture, a Player suspended under this paragraph shall

be entitled to all rights and benefits under his SPC and the CBA (e.g., pension credits and insurance benefits).

Notwithstanding the foregoing, there shall be no forfeiture of any compensation for an Unvaccinated Player whose unvaccinated status is based upon medical reasons or a conflict with his sincerely held religious beliefs.

C. Any person whose job, role, position or access entails or entitles them to have personal interactions (within 12 feet) with Club Hockey Operations personnel (including Players) must be Fully Vaccinated (as defined below in Section 2A) and shall be required to comply with daily symptom self-evaluation on days on which they have such personal interactions with Club Hockey Operations personnel. This includes, but is not limited to:

- Club Hockey Operations staff (e.g., Coaches, General Managers, etc.)
- Club medical, athletic training, strength and conditioning, and equipment staff
- Locker room attendants
- X-ray technicians and paramedics
- On-Ice Officials
- Off-ice Officials, including penalty box personnel
- Other Club executives and personnel (e.g., Board of Governors, Club Presidents, Club Public Relations and social media staff, etc.) and arena employees
- Chef, wait staff and other food service personnel
- Equipment and other vendors
- Ice maintenance personnel
- Security Staff
- Rightsholders
- Photographers
- Media
- Charter Flight Attendants
- Bus Drivers
- League Personnel
- NHLPA Personnel
- All individuals who, at the same time as Club Hockey Operations personnel or Players, occupy Club Hockey Operations, Player spaces at Club facilities, or who access the Player or Club Hockey Operations areas on event level at the game arena.
- All individuals (to the extent not otherwise listed above) who travel with the Club (e.g., via charter; bus; etc.).

Note: Persons whose interactions are extremely limited and only transient in nature are not subject to this requirement (e.g., valet parking attendants).

Clubs (or arenas) shall consult with Club (or arena) counsel to discuss possible implications of the above vaccination requirement (including without limitation, reasonable accommodation requests, employee privacy and other employment considerations) based on applicable laws in your jurisdiction. Any Club (or arena) considering granting an accommodation that would result in an Unvaccinated Individual having personal interactions within 12 feet of a Player or Club Hockey Operations Personnel shall provide at least seven (7) days prior written notice to [REDACTED]

D. Any individuals listed in Section 1(C)(above) who are not vaccinated, or whose vaccination status is unknown:

- a. may not have personal interactions (within 12 feet) with Hockey Operations personnel (including Players);
 - b. may not, at the same time as Club Hockey Operations personnel or Players, occupy Club Hockey Operations, Player spaces at the Club facilities, or access the Player or Club Hockey Operations areas on event level at the game arena; and
 - c. may not travel with the Club on the Club charter to and from away games.
- E. Clubs are directed to the Infection Control Section of the 2021-22 Medical Handbook regarding preventative measures including cleaning, disinfecting and hygiene measures, which measures shall be considered as incorporated into this Protocol.

2. VACCINATION STATUS

A. FULLY VACCINATED INDIVIDUALS

Individuals will be considered fully vaccinated once two (2) weeks have passed since receiving the final dose of an FDA, Health Canada or WHO approved COVID-19 vaccine¹ (“Fully Vaccinated Individuals”). As a general matter, Fully Vaccinated Individuals are not subject to the majority of the **restrictions** and measures set forth herein during the 2021-22 Season, unless they develop COVID-19 symptoms, in which event s/he shall be subject to the provisions of Section 4.

Upon request of the Club and to the extent permissible under state or provincial laws, members of the Club Travelling Party (see Section 3(F)(1)) shall provide the Club with vaccination cards or other documentation verifying their vaccinated status. Individuals who fail to provide such information shall be considered Unvaccinated Individuals for the purposes of this Protocol, and shall be subject to the provisions applicable thereto as set forth in this Protocol.

B. UNVACCINATED INDIVIDUALS

Individuals who are not fully vaccinated (“Unvaccinated Individuals”) are required to adopt preventative and detection measures outlined in Section 3 below. In this Protocol, for purposes of clarity, individuals who are partially vaccinated (i.e., have only received one dose of a two-dose vaccine or are not more than two (2) weeks post final dose) will be considered Unvaccinated Individuals until they reach Fully Vaccinated status. Individuals whose vaccination status is unknown, undisclosed, or who did not receive a FDA, Health Canada, or WHO-approved COVID-19 vaccine, will also be deemed to be Unvaccinated Individuals for the purposes of this Protocol. Unvaccinated Individuals may be subject to restrictions related to their ability to cross the Canadian/US border, which may ultimately limit an Unvaccinated Individual’s ability to attend or participate in NHL Games or practices.

50% of the incremental costs associated with being an Unvaccinated Player (e.g., testing, quarantine-related costs, single room hotel costs for ELS Players, travel costs) shall be treated as Player Benefits and charged against the Players’ Share. Clubs shall report any such incremental costs to the NHL along with all supporting documentation, and the League shall make those submissions available to the NHLPA in their entirety for purposes of review and HRR reconciliation. Nothing in this protocol shall have the effect of limiting any rights, benefits or entitlements pursuant to the CBA.

¹ Club Medical Staff are encouraged to consult with their infectious disease experts and relevant health authorities regarding the advisability of administering an mRNA vaccine (Pfizer or Moderna) for those who are currently vaccinated with a viral vector vaccine (Johnson & Johnson or Astra-Zeneca) given emerging evidence that the viral vector vaccine provides lower rates of protection against some variant forms of COVID-19.

C. PLAYER OPT-OUT RIGHTS

A Player subject to an SPC that includes the 2021-22 Season who (i) is Unvaccinated; or (ii) is Fully Vaccinated but can establish that an immediate family member (i.e., spouse, partner or child) with whom he shares a household is at substantially heightened risk of severe illness by contracting COVID-19 shall be entitled to opt out of play in the 2021-22 Season by notifying his Club of his intention to do so (with a copy to the NHL and the NHLPA pursuant to CBA Exhibit 3) by no later than October 1, 2021. Written notice from a Player of his decision to opt out of the 2021-22 Season is irrevocable and may only be given within the window provided herein.

Upon the provision of such notice, the Player will be under no further obligation to participate during the 2021-22 Season, the Club shall have no further obligations to pay such Player's Salary and Bonuses for the 2021-22 Season, and the Player's SPC will be considered tolled for the duration of that Season and all provisions of the SPC shall remain applicable upon the commencement of the 2022-23 Season.

Notwithstanding the foregoing, the Club may elect not to toll the Player's SPC by providing written notice of such election to the Player (with a copy to NHL CR and the NHLPA pursuant to Exhibit 3 of the CBA) within 30 days of receipt of the Player's opt out notice.

In the event the Player's SPC is tolled under this provision, the Player shall be under no obligation to return any Salary or Signing Bonus paid to him on account of the 2021-22 Season up to the date on which he exercised his opt out right, and such payments shall be set off against payments due in the 2022-23 Season under the now tolled contract.

In the event the Club elects not to toll a Player's SPC, the Player shall be required to return, by no later than sixty (60) days after receipt of the Club's notice of such election, all Salary and Signing Bonuses paid to him on account of the 2021-22 Season.

For purposes of clarity, Players opting out pursuant to this provision will be deemed not to have refused to play or to otherwise have triggered the material breach or forfeiture provisions of any Signing Bonus provisions of their SPCs except for such forfeitures or the discontinuance of compensation payments as provided for within these opt out provisions. For purposes of clarity, a Player who has exercised his right to a opt out, and is not receiving any Player Salary and Bonuses for the 2021-22 Season, shall not be included within the Club's Averaged Club Salary (unless such Player is subject to being included within the Club's Averaged Club Salary pursuant to CBA Section 50.5(d)(i)(B)(5)).

Players opting out of the 2021-22 Season will not accrue service for the purposes of pension calculation, but will remain eligible for insurance benefits coverage for the balance of the 2021-22 Season. All costs for any ongoing benefits will continue to be included within the Players' Share.

A Player that opts out of the 2021-22 Season (hereinafter "Player who has opted out"), will be ineligible to play professional hockey (including the Olympic Games) other than under the terms of their NHL SPCs and may not contract elsewhere for the 2021-22 Season.

Where the SPC of a Player who has opted out is not tolled pursuant to any of the provisions above, the Player and the Club will continue to be bound by the terms of such SPC, except where stated to the contrary within these opt out provisions, for the original term of the contract and the Club will retain all rights pursuant to the CBA, including but not limited to the right to issue a Qualifying Offer, elect Salary Arbitration, etc.

Further, where the SPC of a Player who has opted out has not been tolled and the SPC will expire following the conclusion of the 2021-22 Season, such Players shall not enter into a contract to play hockey elsewhere for any future season until the expiration of his NHL Club's right to decline to toll their SPC. To the extent such a

Player does contract elsewhere for a future season prior to the expiration of his NHL SPC, the Player will be ineligible to play or contract in the NHL for the 2022-23 Season.

With regards to the impact of the above provisions, including tolling an SPC pursuant to the terms above, the following general rules shall apply:

If the SPC being tolled had been previously subject to a Retained Salary Transaction, the Club(s) that had retained salary in the prior transaction(s) shall continue to include an amount attributed to their Averaged Club Salary in the amount and on the schedule originally anticipated at the time of such retained salary transaction regardless of the subsequent tolling.

An SPC that has been tolled pursuant to these provisions will not be subject to having the Paragraph 1 Salary increased due to the contract being extended into a season where the Paragraph 1 Salary now is below the minimum amount provided for in Article 11.

The NHL may investigate any circumstance in which it believes these provisions were intentionally used to, or had the effective of, circumventing any provision of the CBA or the 2020 MOU and can impose penalties pursuant to Article 26 of the CBA, including, but not limited to, in these circumstances, reinstating the original terms of a contract that had been tolled or the voiding of a tolled contract.

Any disputes arising out of these opt out provisions shall be subject to the expedited arbitration provisions of Article 17.17 of the Collective Bargaining Agreement.

D. EXHIBIT 25-A

In the event a Player is diagnosed with a confirmed positive finding for COVID-19 (or has a resulting and/or related illness), the Club Physician shall issue an Exhibit 25-A designating the Player as "unfit to play".

- If the Player is Fully Vaccinated or if the Player is not vaccinated for medical reasons or because doing so would conflict with his sincerely held religious beliefs the Player shall be deemed to have sustained an illness during and arising out of the course of his employment as a hockey player for such period as he may be removed from training, practice or play, and his condition shall be treated as a hockey related injury for all purposes under the Collective Bargaining Agreement.
- If the Player is an Unvaccinated Individual (and not subject to the exception for medical or religious reasons stated above), the Player shall not be considered to have sustained an illness during and arising out of the course of his employment for such period as he may be removed from training, practice or play, and his condition shall not be treated as a hockey related injury for purposes of entitlement to Paragraph 1 NHL Salary for the 2021-22 Season unless the Player establishes, on the basis of a balance of the probabilities, that he contracted COVID-19 and/or any resulted or related illness during and arising out of the course of his employment as a hockey Player. A Player, however, shall not be entitled to payment of his Paragraph 1 NHL Salary for the period of disability if the Club establishes, on the basis of a balance of the probabilities, that the Player failed to comply with the terms of this Protocol in a manner that was reasonably related to his contraction of COVID-19 and/or any resulting or related illness. Other than the withholding of Paragraph 1 NHL Salary for the period of the disability, the Player shall remain entitled to all rights and benefits under his SPC and the CBA (e.g., pension credits and insurance benefits).

3. PREVENTATIVE, DETECTION, AND OTHER SAFETY MEASURES

A. QUARANTINE FOR UNVACCINATED PLAYERS FROM HIGH-RISK ENVIRONMENTS

In addition to any quarantine requirement mandated by local, provincial, state or federal jurisdictions, Unvaccinated Players shall be subject to a 7-day quarantine upon reporting for Training Camp or at any later point in the Season in which they commence participation in Club activities (e.g., AHL call up) if, as determined by the Club's Medical Director, the Player has travelled from a high-risk environment or has engaged in behavior that subjected him to a substantially higher risk of infection than pertains to other Players of the Club. The duration of such quarantine may be extended to 14 days as may be considered appropriate by the Club Doctor.

In determining whether an Unvaccinated Player who commences participation in Club activities at a point in the season after the commencement of Training Camp has travelled from a high-risk environment, the Club Medical Director shall consider whether he has been playing professional hockey in a league that is subject to preventative and safety measures that establish a lower level of protection against infection than those set forth in this Protocol.

The Unvaccinated Player subject to such quarantine shall not be permitted to leave his home or hotel room for any purpose, including, if at a hotel, to use common facilities such as the hotel gym, bar or restaurants. No visitors shall be permitted, and all meals and medications must be delivered to the individual's home or hotel in a contactless manner. However, the Club shall make appropriate arrangements to permit the Player subject to the quarantine to enter into and utilize the Club training facilities when there are no other Players present and, provided that the Player travels directly to and from the Club facility for this purpose and does not have access to any Player or personnel that has regular access to other Players and to the facilities in general, he shall be permitted to work out and skate on a daily basis for a period not less than two hours per visit.

The Unvaccinated Player shall be subject to laboratory-based RT-PCR testing on day 1, 3, 5 and 7 of the quarantine, and shall be permitted to commence training activity with the Club upon the receipt of negative results for each of the aforementioned tests as well as a medical clearance from the Club Doctor. For clarity, the pre-participation medical evaluation (PPME) shall be conducted after the Player has exited quarantine.

The incremental costs of the quarantine for Unvaccinated Players, including hotel expenses if the Player does not have a residence in the Club City, shall be treated as outlined in Section 2(B).

B. FACE COVERINGS

B1. FULLY VACCINATED INDIVIDUALS

Fully Vaccinated Individuals have reduced circumstances in which they are required to wear face coverings. However, face coverings for Fully Vaccinated Individuals are required in certain circumstances, as follows:

- Consistent with CDC recommendations, in areas where there is substantial or high transmission of COVID-19, Fully Vaccinated Players and Hockey Operations Team personnel must continue to wear face coverings when inside Club facilities or team spaces (other than while actively exercising, participating in a Game, including while seated on the Player Bench, or while actively eating or drinking). See <https://covid.cdc.gov/covid-data-tracker/#county-view>; <https://health-infobase.canada.ca/covid-19/epidemiological-summary-covid-19-cases.html>.
 - On teams where vaccination rates are high (i.e., 85% or higher), it is recommended that Players and Hockey Operations Team personnel consult with Team Medical and the Club's Infectious Disease experts, and local health officials, to determine, based on the Club's

vaccination rates, strict adherence to the Protocol, and the rate of transmission of COVID-19 in your local community and those areas to where the Club will be travelling, whether relaxation of the face covering recommendation while indoors with other teammates would be appropriate.

- In circumstances where physical distancing cannot be maintained, as per Section 3C, between Fully Vaccinated and Unvaccinated Players, face coverings are required for both groups.

B2. UNVACCINATED PLAYERS

Unvaccinated Players are required to wear face coverings at all times when with the team or in team spaces (other than while actively exercising, participating in a Game, including on the Player Bench, or while eating/drinking).

B3. NON-TEAM PERSONNEL

All non-team personnel who interact with Club Hockey Operations and Player personnel at the arena, practice facility, or during team travel (e.g., media, rightsholders, x-ray technicians, locker room attendants, Off-Ice Officials etc.) are required to wear face coverings at all times when interacting with the team, with the exception of On-Ice Officials who may be unmasked during Games.

B4. EXCEPTIONS

Any person who cannot adhere to these masking requirements must immediately inform their employer to provide the basis upon which they cannot adhere to these requirements and to discuss appropriate accommodations, if any.

C. PHYSICAL DISTANCING

Unvaccinated Players are required to remain physically distanced more than six (6) feet from both Unvaccinated and Fully Vaccinated Individuals, whenever such distance can be controlled, including in meeting rooms, locker room stalls, when dining at the Club facility, etc. Installation of physical barriers such as plexiglass dividers can be an appropriate substitute for physical distancing provided that such barriers are effective in reducing the possibility of transmission in the particular circumstances.

To reiterate, where circumstances do not allow for physical distancing as described above, such as locker rooms, on airplanes, buses, etc., Fully Vaccinated individuals shall also be required to wear face coverings for the duration of the period during which they are required to be in close contact with Unvaccinated Players.

Unvaccinated Players are not permitted to share small, enclosed spaces such as saunas, steam rooms or vehicles (e.g., carpooling, taxis or ride shares) with either Fully Vaccinated or other Unvaccinated Players.

Each Unvaccinated Player shall be provided with his own hotel accommodation for the duration of his participation in Training Camp as well as when on road trips during the Regular Season. The incremental costs associated with the provision of such hotel accommodation shall be treated as outlined in Section 2(B).

D. DAILY SYMPTOM SELF-EVALUATION

The Club Travelling Party and all Club Hockey Operations personnel (including Players), whether Fully Vaccinated Individuals or Unvaccinated Individuals, **are required to administer a daily symptom self-evaluation** before attending any Club facilities, whether at home or on the road.

They shall immediately notify Club medical staff if they experience any symptoms, shall self-isolate, and shall be medically evaluated by the Club's physician(s), who shall consult with the Club's infectious disease expert to determine next steps, and administer PCR testing, if appropriate.

Daily symptom screening is a critical tool for early identification of possible COVID-19 infection and remains an important step for all Club Hockey Operations personnel (including Players) to go through each day.

The following are common symptoms of COVID-19:

- New or worsening cough
- Shortness of breath or difficulty breathing
- Feeling feverish, chills
- Muscle or body aches or fatigue (not exercise-related)
- New loss of smell or taste
- Gastrointestinal symptoms (nausea, vomiting and/or diarrhea)
- Sinus or cold-like symptoms (headache, congestion/runny nose, sore throat).
- Fever (temperature > 99.5°F or > 37.5°C)

E. RT-PCR TESTING²

E1. PRIOR TO ARRIVAL

Laboratory-based RT-PCR testing shall be administered to the Club Traveling Party (see Section F1 below) and all Club Hockey Operations personnel, including all Players, with samples collected within seventy-two (72) hours for Vaccinated Individuals and forty-eight (48) hours for Unvaccinated Individuals prior to any such person's initial return to Club Facilities, in order to detect active or recent infection. These persons shall not utilize Club Facilities (including Players getting their PPME) until COVID-19 test results are available and indicate a negative testing result. The timing of testing and results should be arranged such that Players are able to report to the Club (with a negative test) 24 hours prior to the start of Training Camp.

E2. TESTING FOR FULLY VACCINATED PLAYERS

Fully Vaccinated Players shall be subject to laboratory-based or Point of Care (POC) RT-PCR testing at least every 72 hours, with results available within 24 hours of collection. Clubs shall make appropriate accommodations to the testing schedule to prevent testing on Players' days off.

On November 1, 2021, representatives of the League and the NHLPA shall meet to determine whether the conditions are appropriate to increase or decrease the frequency of laboratory-based RT-PCR testing in Fully Vaccinated Individuals, taking into consideration community transmission rates, total number of positive cases, multiple positive cases on a single team and evidence (or lack thereof) of within-team transmission.

² For both Fully Vaccinated and Unvaccinated Individuals, Clubs shall use the same testing providers used during the 2020-21 Season, unless otherwise agreed upon by the NHL and NHLPA.

E3. TESTING FOR UNVACCINATED PLAYERS

Clubs shall make arrangements for and shall administer laboratory-based or POC RT-PCR testing of all Unvaccinated Players on a daily basis, with results available within 24 hours of collection. Incremental testing costs for Unvaccinated Players shall be treated as outlined in Section 2(B).

E4. TESTING FOR SYMPTOMATIC INDIVIDUALS

Players, Club Hockey Operations personnel and any members of the Club Traveling Party shall be subject to laboratory-based or POC RT-PCR testing if they develop symptoms of COVID-19. Such testing shall be conducted with negative results available before any such personnel are permitted access to Club facilities or spaces with other members of the Club Traveling Party.

F. TRAVEL

F1. CLUB TRAVELING PARTY

- The Club Traveling Party is defined as Players, Coaches, and all other Club personnel permitted to travel on the Club charter, including Club rightsholders (broadcast and radio).
- No marketing, sponsorship, or other third parties are permitted to travel with the Club as part of the Club Traveling Party.

F2. GENERAL

Each member of the Travelling Party shall adhere to the local public health regulations for the duration of any road trip. Members of the Club's Travelling Party are also required to comply with these travel requirements when using hotels and/or Club travel partners (transportation companies such as car services, buses, charter flights, etc.) in the Club's home city (to the extent applicable), and in connection with all travel. All members of the Club Travelling Party are expected to observe and to strictly comply with all applicable travel restrictions where they are located, while en route, and at the planned destination.

Clubs shall establish operational processes for all Club travel to facilitate safe, clean, and hygienic conditions, and to reduce COVID-19 transmission, including but not limited to the following:

- Clubs shall endeavor to travel in a controlled environment at all times.
- Absent extenuating circumstances, the Travelling Party shall travel on Club-provided transportation between the Club's home city and other Club cities. In situations where Unvaccinated Players require separate transportation from the Club's group transportation, such travel shall be limited to private travel and incremental costs shall be treated as outlined in Section 2(B).
- Clubs shall ensure that members of the Travelling Party minimize time in crowded settings.
- Clubs shall provide face coverings, hand sanitizer and disinfectant wipes to all members of the Travelling Party, shall travel with additional supplies while on the road, and shall have on hand an adequate overall supply of these products prior to Club travel.
- All members of the Travelling Party are required to wear face coverings during travel, as outlined in Section 3B of this Protocol.

- All members of the Travelling Party shall frequently clean and/or disinfect their hands and high touch surfaces they encounter in connection with Club Travel (e.g., when entering the Club hotel, Club facilities, planes and buses; luggage handles; hotel key cards; remote controls; phones; airplane seatbelts; trays on airplanes; etc.).
- Clubs shall ensure that all travel partners (hotels, airlines, buses) have adopted enhanced cleaning and disinfecting protocols, consistent with industry standard and best practices, which include, without limitation, frequent disinfecting of “high touch” facilities, rooms, surfaces, etc., with hospital-grade EPA List N disinfectants or Health Canada approved products. Disinfection shall occur before and after each usage by the Club.
- In addition to the requirements set forth in this Protocol, Clubs shall adhere to, and ensure their travel partners consider, the applicable recommendations and guidelines delineated by the PHAC, CDC and local / state or provincial health departments.

F3. PRE-DEPARTURE / POST-ARRIVAL MONITORING FOR CROSS-BORDER TRAVEL

Members of the Travelling Party remain subject to any restrictions, including but not limited to, screening, monitoring and testing requirements, set forth by the local /provincial / state / federal health authorities both prior to departure and upon arrival.

In Canada, members of the Traveling Party shall download and utilize the ArriveCAN app upon arrival from international travel (including from the United States), which is federally mandated. Additional measures specific to Canada include the following:

- All members of the Travelling Party are required to show proof of a negative COVID-19 molecular test result conducted within 72 hours of the scheduled departure time of their flight to Canada, or present an acceptable positive test result conducted between 14 and 180 days from the arrival date. All travelers shall stay informed and follow local public health advice during their stay in Canada.
- It is strongly recommended that all Players and members of the Club Travelling Party download the CovidAlert app to their phones. Any positive test results should be uploaded to the app. Note that the app requires that the Bluetooth function be turned on and is entirely anonymized. People using the app are alerted only if they have been in close contact with someone within the past 2 weeks that has tested positive for COVID-19. More information can be found at CovidAlert.
- If a traveler that has entered Canada within the past 14 days starts to exhibit signs or symptoms of COVID-19 or tests positive for COVID-19, the Public Health Agency of Canada shall be notified at [REDACTED] immediately.
- The Club must contact the local ‘provincial’ public health authority for all confirmed positive cases.
- Please note that all individuals travelling into Canada could be subject to a review of COVID-19 symptoms and temperature screening (anyone with a temperature over 38°C will be placed in immediate isolation) upon arriving at Canadian airports. Travelers into Canada shall be aware of the measures to follow for persons exempt from mandatory quarantine.
- It is important to instruct travelers to monitor for COVID-19 symptoms for the duration of their stay in Canada and for 14 days following their departure. Travelers should notify Club medical staff as soon as possible if they develop any COVID-19 symptoms.

F4. AIR TRAVEL

- Planes shall be configured to provide as much free space as possible between Unvaccinated Players to maximize distance between them and all other individuals, especially other Unvaccinated Players.
- Whenever possible, Clubs should depart from or arrive into smaller private airports. If travelling through a public airport is unavoidable, Clubs should avoid using main terminal gates.
- Clubs should make every effort to screen for TSA compliance at the Club facility or arena, where possible, or planeside, as opposed to in a public terminal.
- Such screening shall be conducted in a manner that meets disinfection and physical distancing requirements.
- Members of the Club's Travelling Party should hold their own documents and scan their own boarding pass or mobile device whenever possible.
- Flight attendants shall wear face coverings at all times and shall be the sole distributors of food items, which shall be individually prepared and wrapped.
- If possible, prior to the Travelling Party boarding the flight, flight attendants should place food items (snacks, prepackaged items, etc.), hand sanitizer, face coverings, etc. on each seat.
- In-flight catering, including distribution and clean-up of food and beverage, shall be as limited as possible to avoid touch points and interactions between flight attendants and members of the Travelling Party. Single-use utensils, napkins, plates, condiments, and hand wipes shall be provided for and disposed of after each meal.
- Unvaccinated Players on any team flight should avoid eating and drinking at the same time as others in the same row and remain masked except while actively eating or drinking.

F5. BUS TRANSPORT

- In each Club city, specific bus companies will be designated for the Visiting Club to use during periods of travel so that League standards for COVID-19 prevention can be consistently applied.
- The bus driver must be segregated by a physical barrier (e.g., plexiglass).
- Buses shall be configured to provide as much free space as possible between Unvaccinated Players to maximize distance between them and all other individuals, especially other Unvaccinated Players.
- Whenever possible, bus windows and ceiling vents should be opened to increase fresh air flow on the bus.
- Only members of the Travelling Party are permitted to travel on Club buses.
- The buses shall be cleaned and disinfected before and between each time the Club Travelling Party re-boards the bus during trips.
- To the extent drivers park and remain on-site during the game, drivers shall follow strict physical distancing guidelines, and remain in private areas without interacting with other people, and shall clean and disinfect high touch areas before the Travelling Party re-boards the bus.

F6. HOTELS

- During Club travel, Unvaccinated Players shall not patronize or enter internal venues other than the Club's designated hotel, the practice facility, or the game arena.
- Unvaccinated Players shall not be permitted to use the hotel gym, pool, sauna, steam room or other shared facilities.
- Unvaccinated Players will not be permitted to have Players, Club Staff or visitors inside their hotel room, with the exception of Fully-Vaccinated family members.
- Notwithstanding the above, all Players may enter venues other than their hotel, practice facility or the game arena when the Club is on the road for the purposes of seeking medical treatment, treatment by third party wellness providers, or in the event of extenuating personal circumstances.
- In all events, however, the Player and the Club shall comply with applicable regulations and restrictions that are imposed by the local health authorities. Further, third party wellness providers are required to be Fully Vaccinated and shall adhere to strict cleaning, disinfecting, masking and other preventive measures.
- Traveling teams must hold an additional hotel room (with a checkout date later than the date upon which the Club is scheduled to depart the game city) in the game city until after they have boarded transportation for their home city and confirmed that no member of their Traveling Party has tested positive for or developed symptoms of COVID-19 in the previous 24 hours.
- Anyone who receives a positive test result on the road and is subject to an in-hotel quarantine cannot leave their hotel room for any purpose, including to use common amenities such as the hotel gym, bar, or restaurants; no visitors are permitted; and meals and medications must be delivered to the room in a contactless manner.
- If these situations arise, the visiting Club Medical staff shall direct the care of any such Member of the Club Travelling Party and, if appropriate, in conjunction with the home Club's Medical staff and the local health authorities.

F7. FOOD & BEVERAGE SERVICE

Best practice measures regarding food and beverage service include the following:

- All beverages should be provided in individual bottles, wherever possible.
- Automatic hand sanitizer stations shall be set up at the entrance of the meal room, as well as at various locations throughout the meal room.
- Kitchen and serving staff shall wear face coverings, gloves, hair and beard covers, aprons, etc. unless the hotel has a requirement for all staff to be vaccinated.

There are no specific dining restrictions for Fully Vaccinated Individuals (including that there are no restrictions on the ability to patronize restaurants and/or bars).

All members of the Club Travelling Party may order hotel room service or other food directly to their individual rooms, or to the shared Club meal room, and may also use third-party food delivery service.

The following measures apply to Unvaccinated Players:

- Clubs shall arrange for a private meal room at each hotel, which shall be dedicated to members of the Club Travelling Party only, and which meal room shall be large enough to enable proper distancing between Unvaccinated Players and others (i.e., there should be at least one empty seat between each Unvaccinated Player and others).
- Unvaccinated Players are not permitted to leave the hotel to eat (or to purchase food) or otherwise to use any restaurants or bars (in the hotel or otherwise) that are open to the public. Unvaccinated Players are not permitted to pick up food from restaurants except where the restaurant provides “curb-side pickup” or similar service that does not require the Player to enter the main restaurant.

G. ADDITIONAL PREVENTATIVE MEASURES FOR UNVACCINATED PLAYERS

In addition to the measures adopted while in the more controlled environment of the Club facility, and those mandatory measures applicable to Unvaccinated Players during team travel, Unvaccinated Players participating in the NHL’s 2021-22 Season shall adopt key preventative measures when they are outside of the Club facility and in the community, as follows:

- Stay at home to the greatest extent possible and do not engage in unnecessary interactions with non-family members or other individuals whom you may be unaware of their vaccination status. This includes:
 - Diligently wearing face coverings and physically distancing when outside of the Club Facilities.
 - Avoiding social interactions where you are in close contact with non-family members or individuals whose vaccination status you do not know; to the extent these gatherings are necessary, limit the size of the gathering, maintain distancing, try to stay outdoors, and all individuals should wear face coverings.
 - Not going inside restaurants, bars, and clubs. COVID-19 transmission is suspected to occur in community interactions inside restaurants and in bars where patrons – including your own guests – are unmasked for extended periods of time to dine and consume beverages.
 - Outdoor dining at restaurants or bars is permitted, however, face coverings must be worn when not actively eating or drinking to avoid the risk of person-to-person transmission of COVID-19 and its variants.
 - Not engaging in indoor dining, even if in a home, with others that are not in your household, particularly with whom you are unaware of their vaccination status.
 - Not participating in crowded situations, including parties or larger gatherings, and environments where significant numbers of individuals from the community may gather, including schools, movie theatres and shopping malls.
 - Avoiding the use of public transportation.
 - Relying on delivery services for groceries or meals, whenever feasible.

H. IMPLEMENTATION OF ENHANCED HEALTH AND SAFETY MEASURES IN RESPONSE TO COVID-19 OUTBREAK OR HIGH RATE OF TRANSMISSION

The Club’s Medical Director, in consultation with the Club’s infectious disease expert and the local public health authorities, shall also identify circumstances when enhanced health and safety measures should be

implemented, on a temporary basis, to mitigate the potential for a COVID-19 outbreak within a Club and/or among the Club's Traveling Party, and to enhance the protection of all individuals working within the Club's facilities or traveling with the Club. Such measures may also be required where more than one Player, Club personnel or other member of the Traveling Party has tested positive for COVID-19 and/or are exhibiting symptoms of the disease, or where there is evidence of close contacts having occurred in or outside of the Club's facilities. In such circumstances, the Club shall consult the League's Chief Medical Officer and its Infectious Diseases Consultants on any recommended enhancements to these protocols and the expected timeframe during which such enhanced measures will be operational. Such measures may include:

- Use of FDA or PHAC approved rapid Point-of Care Testing prior to any group training, practice, or scheduled Game;
- Implementing more frequent RT-PCR testing for some or all of the persons in the facility;
- Restrictions on the number of individuals who may occupy, at any one time, the Club's training rooms, practice facilities, weight or conditioning rooms, locker rooms, showers, or treatment areas, and the amount of time that an individual may be permitted to access these areas of the Club's facilities;
- Restrictions on the size and duration of any group in-person meetings between Players and/or Club Staff;
- Restrictions on the provision of meals to be consumed at the Club's Facilities or elsewhere as designated under the Travel Protocol;
- Restrictions on behavior outside of the Club Facilities for Vaccinated Player/Club Personnel, the Club Traveling Party (including any rightsholders), and Unvaccinated Players, on the condition that any such restrictions have received the prior consent of the NHL Chief Medical Officer, the NHLPA Chief Medical Consultant and the NHL and NHLPA Infection Diseases Consultants (collectively, the "ID4"). In circumstances where a Club needs to take immediate and unilateral steps to address a significant health and safety concern, and on that basis obtaining the prior consent of the ID4 would be reasonably impracticable in the circumstances, the Club and/or League may proceed with implementation of the enhanced protocol requirement without obtaining the aforementioned consent for a period not to exceed 24 hours;
- Implementing a temporary closure of any Club Facilities, including the Club's training rooms, practice facilities, weight or conditioning rooms, locker rooms, showers, treatment areas, or arenas. Such closures should be of sufficient duration to mitigate COVID-19 transmission risk and also allow for remediation of any factors which may have increased the risk of COVID-19 transmission. In such cases, and at the time any decision to close is made, a structured plan shall be developed to determine appropriate re-opening strategy and timing; and/or
- In communities where there is a demonstrated high rate of transmission, Club Medical staff may also extend the restrictions set forth in Section G (above), in whole or in part, to behavior outside of the Club Facilities for Fully-Vaccinated Players and the Club Traveling Party on the condition that any such additional restrictions have received the prior consent of the ID4. In circumstances where a Club needs to take immediate and unilateral steps to address a significant health and safety concern, and on that basis obtaining the prior consent of the ID4 would be reasonably impracticable in the circumstances, the Club and/or League may proceed with implementation of the enhanced protocol requirement without obtaining the aforementioned consent for a period not to exceed 24 hours. See <https://covid.cdc.gov/covid-data-tracker/#county-view>; <https://health-infobase.canada.ca/covid-19/epidemiological-summary-covid-19-cases.html>.

Clubs shall notify the League [REDACTED] and the NHLPA [REDACTED] of the introduction of any of the enhanced health and safety measures contemplated above. Further, the ID4 shall

have an opportunity to consult with the Club's Physician and infectious diseases expert prior to the implementation of the enhanced health and safety measures recommended by the Club.

4. MANAGEMENT OF SYMPTOMATIC (AND/OR COVID-19-POSITIVE) PERSONS (FOR HOCKEY OPERATIONS CLUB PERSONNEL AND PLAYERS)

Note: this Section 4 only applies to Hockey Operations Club Personnel and Players who are symptomatic and/or COVID-19 positive.

A. IMMEDIATE ISOLATION PENDING TESTING FOR SYMPTOMATIC (AND/OR INITIALLY COVID-19-POSITIVE) PERSONS:

- If the individual is at the Club Facility and is medically stable, he/she shall properly wear a face covering, be removed immediately and shall be directed to isolate and to refrain from contact with other individuals until the confirmation of their COVID-19 positive/negative status is established. Likewise, any individuals who come into contact with such individual(s), even transiently, shall properly wear face coverings at all times.
- If the individual is at their residence and medically stable, they shall be instructed to remain in place and not to come to the Club Facility until the confirmation of their COVID-19 positive/negative status is established.
- Individuals who are isolating while awaiting confirmation of their COVID-19 positive/negative status shall be in communication with Club medical staff on a regular basis and shall receive such medical treatment as is appropriate for their condition.
- In the event the individual is acutely ill or medically unstable, the Club Physician in consultation with the Club's infectious disease expert, shall arrange appropriate clinical follow up, treatment and care.

B. RT-PCR TESTING IN SYMPTOMATIC INDIVIDUALS

B.1 POSITIVE TESTS IN A SYMPTOMATIC INDIVIDUAL

A positive test of an individual who exhibits symptoms of COVID-19 shall not be subject to further confirmatory testing under this Protocol unless, in the opinion of the treating physician(s), there is a reasonable basis to doubt the individual's COVID-19 positive status. These individuals shall be required to isolate until medical clearance is obtained.

The Club Physician shall immediately coordinate contact tracing with their infectious disease consultant and local health authority.

All Player positive tests shall be reported to the NHL Chief Medical Officer, Willem Meeuwisse at [REDACTED].

B.2 NEGATIVE TESTS IN A SYMPTOMATIC INDIVIDUAL

Individuals who develop infectious respiratory symptoms, but who test negative for COVID-19, shall have their clinical care and clearance managed by the Club Physician in consultation with the Club's infectious disease expert, and they shall continue to be monitored with daily RT-PCR testing until all symptoms resolve (to the satisfaction of the Club Physician).

C. CONFIRMATORY TESTING FOR ASYMPTOMATIC PERSONS

C1. CONFIRMATORY POSITIVE

If an initial RT-PCR is positive, Club Medical staff should be notified and the individual isolated immediately, while a “second run” confirmatory test is conducted as per Figure 1 for a lab-based initial test, and Figure 2 for a POC initial test. For lab-based testing, such testing shall be run on the same lab-based RT-PCR platform as the original test, where available. Contact tracing shall also be started at this time (see Section 4(H), below).

Fully Vaccinated Individuals who are, and continue to be, asymptomatic may continue to be tested daily with lab-based RT-PCR tests during their period of isolation. If such individual has two or more consecutive daily lab-based RT-PCR tests which are negative, the Club’s Physician, in consultation with the Club’s infectious disease expert, and if allowable under applicable federal, state/provincial, or local health authority laws or regulations, may apply to the NHL Chief Medical Officer and the NHLPA’s Chief Medical Consultant for an early exit from the isolation outlined in section 4D of this Protocol.

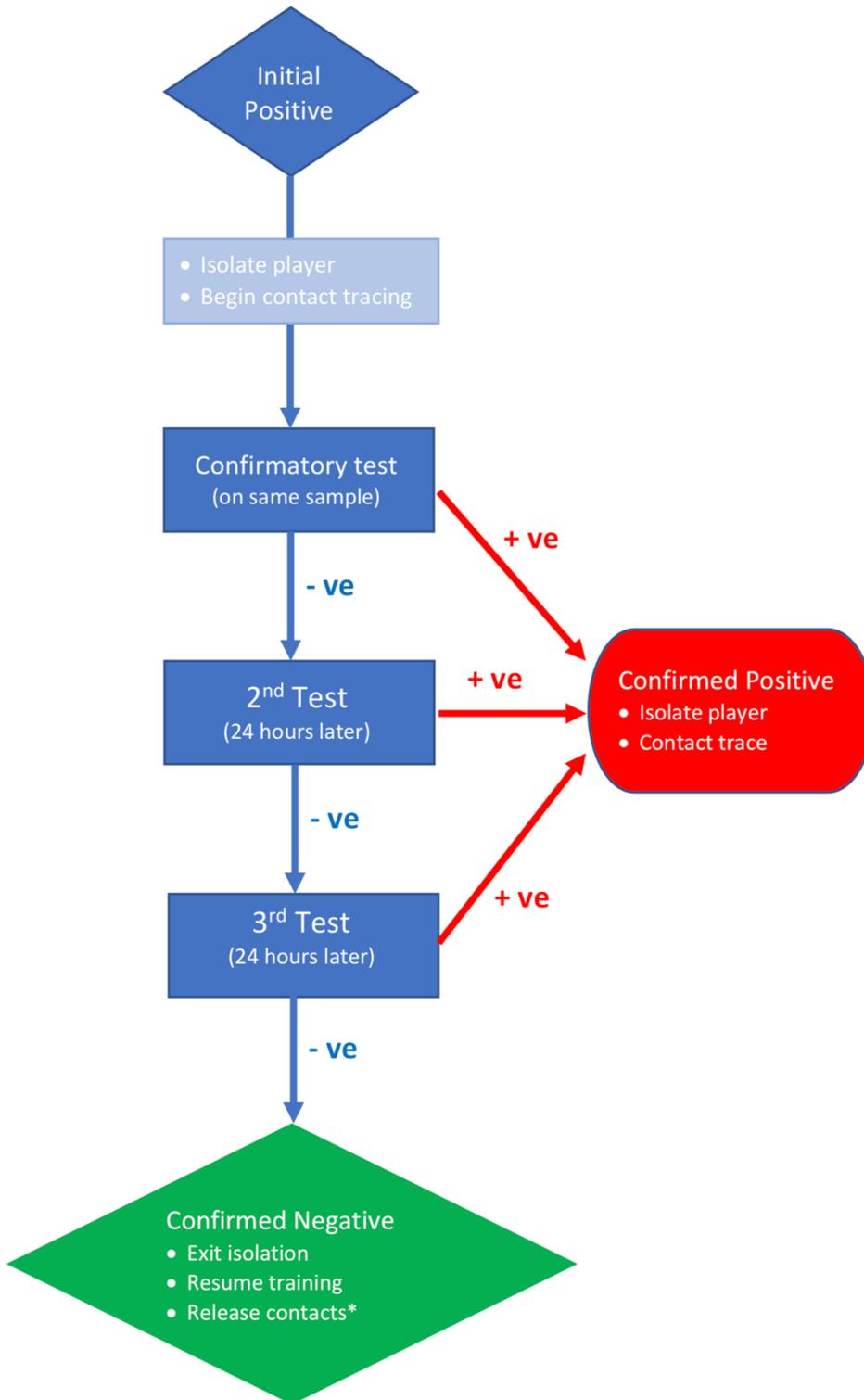
C2. CONFIRMATORY NEGATIVE

If the confirmatory test is negative, the individual shall remain in isolation until subsequent samples are processed as per Figure 1 or 2.

- Individuals whose second sample test results return positive will be considered a confirmed positive. They shall be required to isolate until medical clearance is obtained and the Club Physician shall immediately coordinate contact tracing with their infectious disease consultant and/or local health authority (as per Section 4(H), below).
- Individuals whose second sample test results return negative will remain in isolation until a third respiratory sample is collected according to the method and timing applicable in Figure 1 or 2.
 - If the third sample is negative, the individual may exit isolation in the case of an initial lab-based positive test (see Figure 1), or after a negative lab-based test in the case of an initial positive POC test (see Figure 2) .
 - If the third sample test results return positive, they will be considered a confirmed positive. They shall be required to isolate until medical clearance is obtained and the Club Physician shall immediately coordinate contact tracing with their infectious disease consultant and local health authority (as per Section 4(H), below).

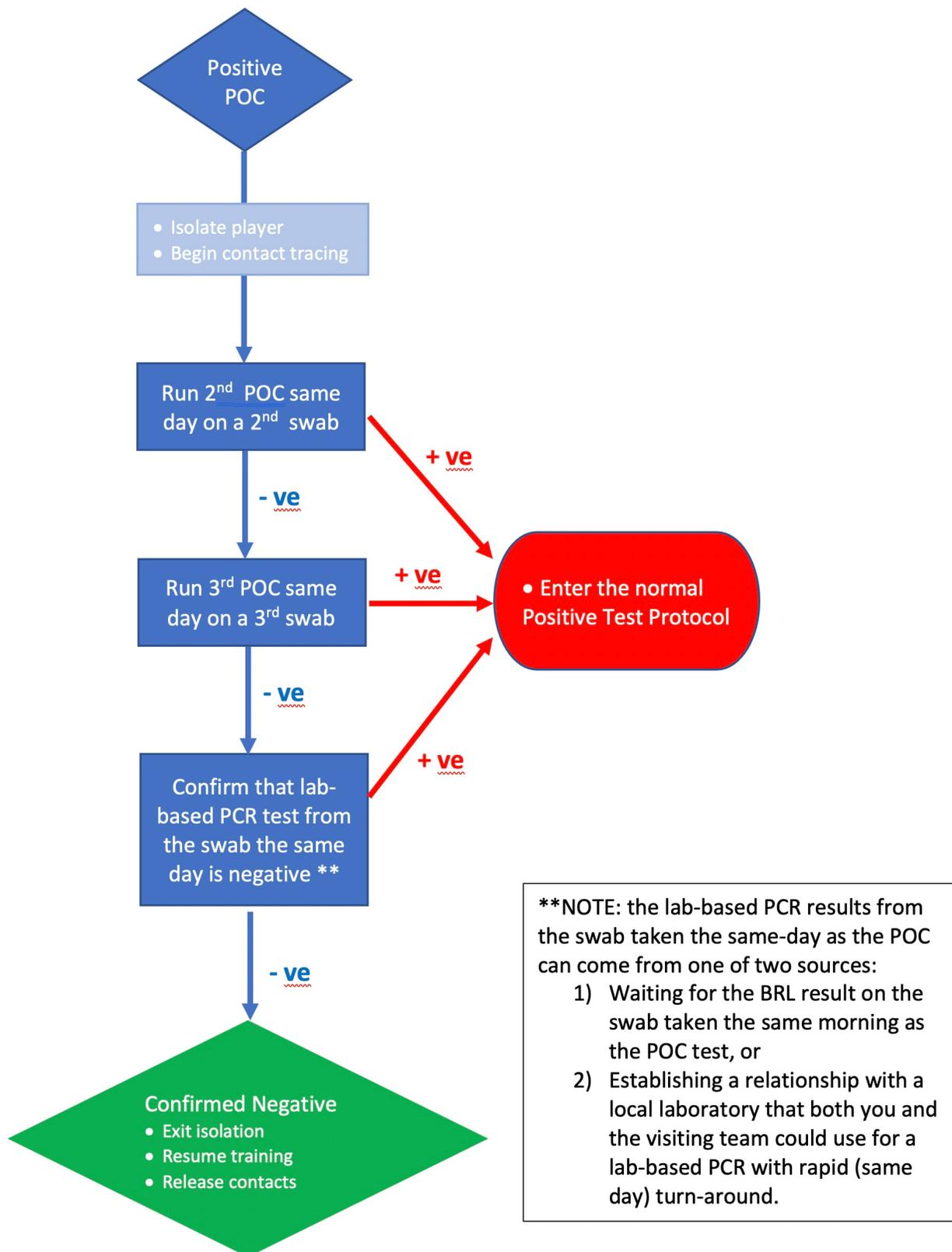
Individuals who are isolating while awaiting confirmation of their COVID-19 positive status shall be in communication with Club medical staff on a regular basis and will receive such medical treatment as is appropriate to their condition.

Figure 1: Positive Test Protocol Flow Chart - Asymptomatic



*Individuals considered close contact during contact tracing will be allowed to resume routine activities

Figure 2: Point of Care (POC) Positive Test Flow Chart - Asymptomatic



D. SELF-ISOLATION UPON CONFIRMATION OF COVID-19 POSITIVE STATUS

A person whose COVID-19 positive status has been confirmed shall remain in isolation, shall not exercise, and shall not participate in any training activity or have any contact (other than remotely) with any other personnel for the duration of their isolation.

How to Isolate:

- Limit contact with others, engage in frequent hand hygiene, keep surfaces clean, avoid sharing personal items,
- Monitor yourself for symptoms,
- Arrange to have access to needed supplies,
- If living in a shared accommodation, protect co-living individuals by:
 - Limiting contact by using separate bathrooms, if possible
 - Not sharing personal items
 - Maintaining a 6 ft (2m) distance (if unable to maintain physical distance, consider alternate accommodation)
 - Clean and disinfect frequently touched surfaces often
 - Have others wear personal protective equipment such as a medical mask, disposable gloves and eye protection when within 6 ft (2m) of the ill/positive person.

During such period, the person shall be in daily contact with and receive remote care from Club medical staff or such other physicians as considered appropriate.

E. ENDING ISOLATION

Players or Club personnel whose test has been confirmed positive shall remain in isolation until all of the following conditions have been satisfied:

- If at least 10 days have passed since symptoms first appeared, and at least 24 hours have passed since last fever without the use of fever-reducing medications, and symptoms (e.g., cough, shortness of breath, etc.) have improved (with the exception of continued loss of taste or smell so long as other symptoms have improved).
- In addition, the Club Physician, its infectious disease expert, and any other treating physician providing care to the individual, must conclude that the individual no longer presents a risk of infection to others, and that it is medically appropriate (given individual and local circumstances) to terminate the requirement for self-isolation.
- The termination of the isolation requirement is consistent with applicable local public health regulations or other requirements.

F. CARDIAC SCREENING

Upon completion of the period of isolation, any Player who exhibits, or has exhibited any of the following symptoms during their illness:

- Persistent cough
- Feeling feverish, chills
- Muscle or body aches or fatigue (not exercise-related)
- Chest pain
- Shortness of breath or difficulty breathing
- Fever (temperature > 100.4° F or >38° C)

must have cardiac testing and consultation (see Section 1.7, JAMA Cardiology: A Game Plan for the Resumption of Sport and Exercise After Coronavirus Disease 2019 (COVID-19) Infection) including, at a minimum,

- ECG,
- Echocardiogram,
- serum troponin and
- medical clearance by a cardiologist

G. DISCLOSURE

In the event of a confirmed positive COVID-19 case for a Player, the Club shall disclose to the media or to the public such information in a form agreed upon by the NHL and NHLPA.

H. INDIVIDUALS WITH CLOSE CONTACT

H1. CLOSE CONTACT

In the event of a positive finding for COVID-19 for a person covered by this Protocol (“Index Person”):

- Club Medical, with their infectious disease expert, shall assist the Contact Tracing Officer with contact tracing immediately upon receiving the Index Person’s first positive test, which shall be done in conjunction with, and pursuant to, regulations from local health authorities (if any), to determine whether other individuals, regardless of vaccination status, had access to the Club Facility and had “close contact” with the Index Person.
 - The team physician or infectious disease expert may also seek to identify other people, not covered by this Protocol, who have been in contact with the Index Person, including family and other household members, as appropriate and consistent with regulations of local health authorities.
- Any such person shall be considered to be a “Close Contact” if they have been within six (6) feet of the Index Person for a cumulative total of 15 minutes or more over a 24-hour period³, starting from 2 days before illness onset, until the time the Index Person is isolated.

³ Individual exposures added together over a 24-hour period (e.g., three 5-minute exposures for a total of 15 minutes). Data are limited, making it difficult to precisely define “close contact;” however, 15 cumulative minutes of exposure at a distance of 6 feet or less can be used as an operational definition for contact investigation. Factors to consider when defining close contact include proximity (closer distance likely increases exposure risk), the duration of exposure (longer exposure time likely increases exposure risk), whether the infected individual has symptoms (the period around onset of symptoms is associated with the highest levels of viral shedding), if the infected person was likely to generate respiratory aerosols (e.g., was coughing, singing, shouting), and other environmental factors (crowding, adequacy of ventilation, whether exposure was indoors or outdoors). Because the general public has not received training on proper selection and use of respiratory PPE, such as an N95, the determination of close contact should generally be made irrespective of whether the contact was wearing respiratory PPE. At this time, differential determination of close contact for those using fabric face coverings is not recommended.

Close Contacts shall be tested immediately through the administration of a RT-PCR test.

Close Contacts whose test results are positive for COVID-19 shall:

- be subject to the provisions of this Protocol regarding test confirmation and isolation.

Close Contacts who test negative for COVID-19 shall:

- For Unvaccinated Players – continue with preventative measures already outlined in the Protocol (i.e., masking, distancing, and daily symptom and temperature monitoring) and detection measures (i.e., daily testing).
- For Vaccinated Individuals, continue with preventative measures already outlined in the Protocol (i.e., masking, distancing, and daily symptom and temperature monitoring), but increase lab-based RT-PCR testing to daily for 7 days post exposure; and
- shall not be subject to quarantine provided that the following conditions are satisfied for a 10-day period:
 - a. The person remains asymptomatic and afebrile (free of fever), and
 - b. The results of PCR testing are negative on each occasion.

During the 10-day period described above, the Close Contact shall be reminded of their obligations to observe the requirements regarding physical distancing and use of PPE.

Upon developing any symptoms consistent with COVID-19 or if any RT-PCR test results return positive, the Close Contact shall be required to immediately end their participation in any Club activity, shall self-isolate, shall contact the Club physician and, thereafter, shall be subject to the applicable provisions of this Protocol.

The requirements for quarantine and testing for “close contacts” set out in this Section are, in all events, subject to any government-mandated requirements or directions and shall be complied with notwithstanding anything set out in this Protocol.

H2. HIGH-RISK CLOSE CONTACT

If an Unvaccinated Player is considered a “high risk close contact” (HRCC), the Club’s Physician, in consultation with the Club’s infectious disease expert, may require them to quarantine, on the basis set forth below, regardless of their PCR test results. In addition to meeting the criteria for a Close Contact outlined in Section 4(H)(1) above, a HRCC will be determined by circumstances in which the individuals are in close proximity in non-transient settings, having unmasked interactions, that include, but are not limited to, the following situations:

- Dining together
- Living together
- Extended social interactions, including in-person meetings
- Small spaces with limited ventilation
- And other practices in direct contravention with the Protocol

An example of an HRCC would be a family member or housemate with extended time together, unmasked, indoors and sharing meals.

The decision whether to impose a quarantine period for an Unvaccinated Player considered to be a HRCC, and the length and nature of the quarantine period (minimum of 7-day CDC Test based strategy), will take into

consideration the likelihood that the person has contracted COVID-19, which assessment will include the non-exhaustive factors identified above, any relevant CDC or Health Canada/PHAC recommendations on the management of close contacts, and any applicable federal, state/provincial, or local health authority law or regulation. All such determinations shall be made in consultation with, or pursuant to, guidance from local public health authorities.

I. FUTURE TESTING FOLLOWING A POSITIVE TEST

In the event that a Player or other member of Club Personnel has a confirmed positive finding for COVID-19 and thereafter has been cleared to return to play/work, ongoing screening with PCR testing is unnecessary for the next 90 days, as PCR-based testing results may remain positive for a prolonged period of time after resolution of symptoms, with unknown significance.

Notwithstanding the foregoing, if such Player/Club Personnel subsequently exhibits symptoms of COVID-19 or has been exposed to potential infection through close contact with an infected individual, their COVID-19 status shall be determined on the basis of a clinical assessment by the Club medical staff and the infectious disease expert, which assessment may, in their discretion, include PCR testing as one element.

For Players/Club Personnel who continue to test positive 90 days or more after a confirmed positive finding for COVID-19, the Club's Infectious Disease specialist and the lab microbiologist shall review such results to determine the clinical relevance.

Despite a positive test and a testing holiday of 90 days, those individuals who have had a positive test but who remain Unvaccinated shall continue to abide by all the requirements set out for Unvaccinated Individuals within this protocol.

5. INTERACTIONS INVOLVING PLAYERS, CLUB PERSONNEL AND THIRD PARTIES

A. INTERACTIONS WITH FANS AND PROMOTIONAL ACTIVITIES

- Given the surge of the COVID-19 variants, Players and Hockey Operations Club Personnel will not be permitted to participate in organized interactions with fans (e.g., handshake lines; fist bumps; autograph sessions; charity events; speaking engagements, etc.).
- Promotional video and/or commercial shoots involving Players and Club Personnel (including Player and Club and League sponsorships) shall be permitted only to the extent that the Players and Club Personnel are Fully Vaccinated, and further:
 - Such activities do not involve Players interacting with fans or third parties within 12 feet;
 - Such promotional video and/or commercial shoots are in compliance with, and approved by, the local health authorities; and
 - In the case they are approved by the local health authorities, the promotional video and/or commercial shoots must be limited to those with strict precautionary measures in place, including but not limited to, the following:
 - All participants shall wear face coverings at all times, with the limited exception of short duration (1-2 minute) segments where the Player is being filmed (e.g., speaking or skating);
 - Remote cameras and boom or remote microphones shall be utilized to the greatest extent possible; and

- All health screening measures as set forth in this Protocol shall be adhered to.

Provisions regarding interactions between Players and fans/spectators which occur in premium areas are set forth below in Section 5(B).

B. SHARED SPACES ON EVENT LEVEL AND IN PREMIUM AREAS

- For access to premium areas, where pathways may be shared by both Players and fans/spectators (*e.g.*, event level halls, elevators, etc.), the following protocols and timelines shall be adhered to:
 - Restrict fan/spectator access to such areas (*e.g.*, hallways/vomitoriums/elevators) when being used by Players and other Hockey Operations Club Personnel; and
 - Establish specific time windows (*i.e.*, minimum of 5 minutes) before or after usage by Players and other Hockey Operations Club Personnel, for usage by others.
 - Maintain a distance of at least twelve feet between Players and fans/spectators.
- In premium areas where fans/spectators congregate in close proximity to the area where Players warm-up or exercise and are unmasked, or are idling to enter the ice, plexiglass barriers shall be installed if the fans/spectators are not at least twelve feet away from the Players.
- If the Players will be interacting with the fans/spectators only in a transient manner (*e.g.*, walking through the premium area to get to the ice or the locker room), plexiglass barriers need not be installed, but direct touch interactions shall be avoided, and all such fans/spectators should be masked, and fans/spectators shall be a minimum of six (6) feet from the Players at all times.

C. BROADCAST AND MEDIA

All media/broadcast personnel **in Club spaces** that may be occupied by Players (*e.g.*, event level, locker rooms, bench areas, on Club charters, etc.) are required to be: (i) Fully Vaccinated; and (ii) masked at all times while in such areas.

Similarly, individuals in between the bench positions must be Fully Vaccinated, but may be unmasked so long as they are separated on the sides from the Players and team staff by plexiglass barriers. Plexiglass is not required behind, on top of, or in front of the between the bench position.

Players or Club Hockey Operations Personnel who are Fully Vaccinated may be unmasked during interviews (with no distancing requirement). Players who are Unvaccinated must remain masked during interviews in team spaces, or alternatively may conduct such interviews unmasked so long as a distance of at least six (6) feet is maintained at all times. Virtual or remote interviews are also an option.

Outside of team spaces, the requirement that media/broadcast personnel be Fully Vaccinated still applies, however masking is not required by either party if a distance of more than 6 feet is maintained.

D. GAME PRESENTATION ON-ICE AND IN-ARENA ACTIVITIES

Any persons present for On-Ice Activities/Ceremonies/Anthems/Color Guard shall:

1. Be Fully Vaccinated; or, if not,
2. Be masked and physically distanced >6 feet from any Player or Club Personnel; or
3. If unmasked, distanced > 12 feet from any Players

For clarity, Unvaccinated Individuals/persons may not participate in any on-ice activities that involve direct interactions with Players (e.g., ceremonial puck drop). On-ice activities that occur when NHL Players are not on or near the ice, are permitted.

Access to/from the ice must occur without interaction between the on-ice participants and the Players and Club Hockey Operations personnel. Examples of such on-ice activities includes:

- Sponsorship activations
- Youth hockey games
- Contests/t-shirt tosses
- Zamboni/fanboni riders

Non-team personnel, such as fans/spectators or sponsors are permitted to access the team bench and/or penalty box before, after, or during games if the following conditions are satisfied:

- (i) They must properly wear a face covering for the duration of their time on the bench and penalty box and in any access areas; and
- (ii) Regardless of vaccination status, the bench area and penalty box shall be cleaned and disinfected in accordance with the Cleaning and Disinfecting Requirements before the team accesses the area after the non-team personnel exit the team bench and penalty box, as applicable.

E. SEATING MANIFEST/GUEST EXPERIENCE

Seating manifests in Club Facilities will be determined according to local health authority guidance. Buffer zones, empty seats and/or pod seating are not required at this time.

Similarly, teams/arenas shall regulate fan experience (e.g., mascot, fan handouts, promotions, and in-arena host interactions) in accordance with local health authority guidance.

6. HVAC-R SYSTEMS

Reference is made to the Mechanical /HVAC-R Systems Policy issued under the Arena Restart Protocol process during the 2020-21 Season (attached, with updated references reflected in red text). The requirements and recommendations set forth in this Protocol shall be in effect for the 2021-22 Season, including Conditioning Camps and Training Camps, except that the performance of a Testing Adjusting Balancing Report shall not be required unless there have been material changes to the HVAC-R systems so as to require additional review. Clubs shall immediately contact the NHL, with a copy to the NHLPA, in the event that the requirements concerning 3 OAC and, in the alternative, 6 or greater ACHs have not been met for Team Spaces which Players and staff normally occupy, providing an explanation for the inability to achieve such standards.

7. CLUB COMPLIANCE OFFICER AND CONTACT TRACING

Each Club shall appoint a Club Compliance Officer, who will be responsible for monitoring and ensuring that the Club's Players have been compliant with the following aspects of the Protocol:

- received the required RT-PCR testing;
- wore face coverings properly and at all times required; and
- remained physically distanced in all required situations.

The Club Compliance Officer shall be a senior member of Club staff who is required to travel with the Club during Club travel, and who has prior compliance experience. This role can be filled by a full-time employee of

the Club who has the authority and scope of responsibilities necessary to enforce these requirements, including but not limited to a senior Athletic Trainer or Team Services personnel. All such Club Compliance Officers shall be required to adhere to applicable laws including without limitation any such laws, rules or regulations regarding the confidentiality of an individual's vaccination status or personal health information.

Each Club's Compliance Officer shall promptly report, in writing, any noncompliance with any aspects of the Protocol and provide details on how and by when the noncompliance will be remedied. A copy of any such report shall be provided to the League [REDACTED] and to the NHLPA [REDACTED]. The form included herein shall be used for these purposes.

A Club Contact Tracing Officer shall also be designated, who shall be responsible for managing the Club's contact tracing process (further described in the Positive Test Protocol for Club Personnel). This role shall include:

- Communicating with the League office regarding Club contact tracing and follow-up; and
- Coordinating the Club's relationship with and reporting to local health authorities in respect of contact tracing.

Club Contact Tracing Officers shall complete an online contact tracing course resulting in certification of competency with contact tracing (e.g., Association of State and Territorial Health Officials or Johns Hopkins University, and review relevant CDC resources, which also provide information on available courses as well as additional information). This course must be completed prior to the opening of the Club's Training Camp in order for the Club Contact Tracing Officer to serve in this role.

8. EDUCATION

Prior to the start of Training Camp, the Club's Medical Director and Head Athletic Trainer shall conduct an educational meeting regarding this Protocol with all Players and relevant Club personnel.

The Club shall also provide a copy of this Protocol to all applicable arena personnel who will be required to adhere to relevant aspects of the Protocol. The Club shall prominently post signage in the Club facilities regarding applicable Protocol requirements (e.g., requirements for Unvaccinated Individuals, including prohibition of access to team spaces; requirement in shared spaces for fans to wear masks when Players pass through the area).

The League will provide the Protocol to all League employees and rightsholders.

9. COMPLIANCE AND GOVERNANCE

Adherence to the provisions in this Protocol will be important both during Training Camp and throughout the NHL Season for the purpose, most importantly, of maintaining the health and safety of Players and Club personnel, as well as to maintain the integrity of competition among the Clubs.

This Protocol sets forth a layered approach: no one aspect can stand on its own.

Established violations of, and/or lack of compliance with, the COVID-19 Protocol will result in significant Club and individual sanctions, including potential forfeiture of games, fines and reimbursements of expenses, loss of draft choices, and/or ineligibility for participation in training activities.

Concerns regarding compliance with the COVID-19 Protocol requirements shall be reported to the Club's Compliance Officer, and may also be reported directly to Bill Daly or Julie Grand. Players may also contact

their NHLPA Divisional Player Representatives if they have concerns regarding compliance with the provisions of this Protocol.

Circumstances for Postponement, Delay, or Cancellation of Training Camp and/or the NHL Season

If, at any time either before the commencement of, or during, the 2021/22 NHL Season (including Training Camp), either the NHL or the NHLPA believes that conditions, in which the commencement or continuation of Training Camp or the NHL Season would likely create or exacerbate a material risk to Players' or others' health and safety and/or jeopardize the integrity of the competition anticipated during the 2021/22 Season, are imminent or may have emerged, which conditions may include an uncontrolled outbreak of COVID-19 in the Players of one or more Clubs, that party shall immediately notify the other of its belief, following which the parties shall jointly consult with the NHL Chief Medical Officer, the NHLPA Chief Medical Consultant, participating Players, General Managers, and such infectious diseases experts as they may consider advisable. Thereafter, the Commissioner (or a person designated by him) shall make a determination after consultation with the Executive Director of the NHLPA (or a person designated by him), whether to postpone, delay, move or cancel Training Camp or the NHL Season, or a portion thereof. The basis upon which the Commissioner is to make his determination, to postpone, delay, move, or cancel Training Camp or the NHL Season, shall be whether the commencement or continuation of training activities or the playing of League Games would likely create or exacerbate a material risk to Players' or others' health and safety and/or jeopardize the integrity of the League's competition.

If the NHLPA is dissatisfied with the determination of the Commissioner, it may contest the matter in the form of an expedited arbitration of a Grievance before the Impartial Arbitrator pursuant to Section 17.17 of the Collective Bargaining Agreement.