

ATTACHMENT 49

Bruce Meyer, Esquire
Deputy Executive Director
Major League Baseball
Players Association
12 East 49th Street
New York, NY 10017

Re: Use of Media

Dear Bruce:

This letter is to confirm our agreement regarding certain prohibited conduct by the Office of the Commissioner, the Players Association, Clubs, players, and player representatives (collectively, the “Covered Parties”) with respect to public comments about free agents, which is as follows:

- (1) The Covered Parties may not (i) disclose to the media the substance of contract discussions between a player and a Club (including but not limited to the facts of offers, the substance of offers, or decisions not to make offers or to withdraw offers) until after terms on the contract have been confirmed by the Office of the Commissioner and the Players Association; or (ii) announce an agreement on a contract that is contingent on the player passing a Club-administered physical examination until after the player has passed that physical examination.
- (2) Similarly, none of the Covered Parties may make comments to the media about the value of an unsigned free agent, or about possible or contemplated terms for an unsigned free agent, regardless of whether discussions have occurred. The prohibitions apply equally to comments that are on and off the record, as well as to comments that are provided on the condition of anonymity or published without identifying the source (e.g., “an industry source”).

The following is a non-exhaustive list of prohibited comments:

- “Player X won’t receive anything longer than a one-year deal.”
- “Player X is seeking more than Player Y received.”
- “We are out on Player X.”

- “Player X is worth at least \$Y million.”
 - “Player X has contract offers from multiple Clubs.”
 - “We are unwilling to forfeit a draft selection to sign Player X.”
 - “We have concerns about Player X’s physical condition.”
 - “Player X is not worth more than \$Y million, nor should he receive a contract greater than Z years.”
- (3) Notwithstanding the prohibition in paragraphs 1 and 2 above, a player (or a representative of a player) or a Club may respond to a Media Report of the existence or terms of a Contract Offer, but only as described below. For purposes of this provision, a “Media Report” is either a published report or a pre-publication inquiry from a media member to verify accuracy. For these purposes, a report of a “Contract Offer” is a report of the existence and/or terms of a contract offer purportedly made by or to a Club. In response to a Media Report of a Contract Offer, a player (or a representative of a player) or a Club may offer one of the following responses:
- (a) state that the player or Club declines to comment about any negotiations between the player and the Club;
 - (b) confirm or deny that the player and Club are engaged in discussions, but (if discussions are ongoing) decline to comment about the substance of those negotiations;
 - (c) confirm or deny that an offer has been made, but (if confirming) state that the details provided in the story or in the inquiry are not accurate; or
 - (d) confirm that the offer has been made and that the details are accurate.

In providing the above responses, a Club or player (or representative of a player) may not volunteer any information regarding the Contract Offer. In addition, after providing one of the responses set forth above, a Club or player (or representative of a player) may not respond to follow up questions from the reporter regarding the Contract Offer or variance thereof other than by answering “no comment.”

- (4) A violation of this agreement will be established only if the grieving party identifies the specific individual at the Club, Commissioner's Office, Players Association, or the specific player agent or player who was the source of the comment.
- (5) Each party shall send memos during the Quiet Period to its constituents on an annual basis explaining the media guidelines set forth above. Each party shall share its memo with the other.
- (6) The Office of the Commissioner or the Players Association shall promptly investigate an alleged violation of this agreement upon receipt of a written complaint from the other bargaining party.
- (7) Violations of the restrictions set forth in paragraphs 1 and 2 above are a violation of Article XX(E)(1), but the penalties provided for in Article XX(E)(2)-(9) shall not apply to such violations. Rather, the Panel may award appropriate relief to remedy the violation based on Panel precedent regarding relief in non-Article XX(E) cases.

Very truly yours,

Daniel R. Halem
Deputy Commissioner &
Chief Legal Officer
Major League Baseball
Office of the Commissioner