

Joint Domestic Violence, Sexual Assault and Child Abuse Policy

Major League Baseball and the Major League Baseball Players Association (herein “the Parties”) desire to formulate a Domestic Violence, Sexual Assault, and Child Abuse Policy and Program that:

- takes an absolute stand against domestic violence, sexual assault and child abuse;
- protects the legal and procedural rights of Players;
- provides assistance to victims and families, especially information and referrals to available resources;
- recognizes that Players may also be the victims in intimate relationships;
- focuses on education and prevention, including training on this policy;
- utilizes the most effective methods and resources for therapeutic intervention for abusers and those abused; and
- allows for therapeutic programs for Players and for the imposition of appropriate discipline on Players.

I. Definitions.

Domestic violence is a pattern of abusive behavior in any intimate relationship that is used by one partner to gain or maintain power and control over another intimate partner. It occurs in heterosexual and same sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal violence, stalking, economic control, harassment, physical intimidation, or injury. Notwithstanding this definition, a single incident of abusive behavior in any intimate relationship, or a single incident of abusive behavior involving a

member of a Player's family who is domiciled with him, may subject a Player to discipline under this Policy.

Sexual assault refers to a range of behaviors, including a completed nonconsensual sex act, an attempted nonconsensual sex act, and/or nonconsensual sexual contact. Lack of consent is inferred when a person uses force, harassment, threat of force, threat of adverse personnel or disciplinary action, or other coercion, or when the victim is asleep, incapacitated, unconscious or legally incapable of consent.

Child abuse is any act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation of a child who is under the age of 18 or not an emancipated minor, or any act or failure to act which presents an imminent risk of such harm to such a child. "Child Abuse" also includes the production, distribution, receipt, or possession of "child pornography," defined as any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct.

This policy covers acts of child abuse, domestic violence and sexual assault ("Covered Acts") as defined above.

II. Investigation of Incidents.

- A. **Process.** The procedures set forth in this Policy shall be triggered when the Commissioner's Office provides the Players Association with written notification that it is investigating an allegation that a Player has engaged in a Covered Act ("Notification"). Unless otherwise expressly stated, the Basic Agreement remains in effect and its relevant provisions apply under this Policy.
- B. **Administrative Leave.** Under the Basic Agreement, the Commissioner may immediately place a Player accused of a Covered Act on Administrative Leave, effective as early as the date of the Notification, and may keep the Player on Administrative Leave for up to seven (7) days, including the

date of Notification, subject to the Player's right to challenge that decision set forth below. The Commissioner's Office may ask the Players Association to consent to a one-time extension of the initial seven-day Administrative Leave period for an additional seven (7) days (for a total of fourteen (14) days), which consent shall not be unreasonably withheld. Alternatively, the Commissioner's Office may defer placing the Player on Administrative Leave until the Player is either charged with a crime by law enforcement, or the Commissioner's Office receives credible information corroborating the allegations. The Commissioner's placement of a Player on Administrative Leave shall not be considered disciplinary under this Policy.

1. Challenge to Administrative Leave Placement.

Although Administrative Leave under paragraph B above is not disciplinary, a Player placed on such leave may request an in-person or telephonic hearing before the Grievance Arbitration Panel (the "Arbitration Panel") within 24 hours of such request to seek reinstatement to the active roster while the Commissioner's Office investigates the allegations. The Arbitration Panel shall issue a ruling on such reinstatement request within 24 hours of the close of the hearing. If the Arbitrator is not available in that time frame, the request shall be heard by an alternate Arbitrator selected by the Parties pursuant to Article XI(A)(10) of the Basic Agreement. The Arbitration Panel shall remove the Player from Administrative Leave if it determines that (a) the allegations that the Player engaged in a Covered Act are not supported by credible information, or (b) that allowing the Player to remain active during the Commissioner's Office's investigation is consistent with the safety of the victim(s) and will not cause significant disruption to the Player's Club.

2. Player Status on Administrative Leave. While on Administrative Leave, a Player shall continue to receive the salary and Major League service to which he otherwise would be entitled but for his placement on Administrative Leave. A Player placed on Administrative Leave shall be placed on the Major League Restricted List for

purposes of the Club's Reserve List limits. A Player on Administrative Leave shall be ineligible to participate in any of his Club's games, including Major League Spring Training games where tickets are sold; however, a Player on Administrative Leave during Spring Training shall be allowed to participate in Spring Training "B" games where no tickets are sold. At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the Club's Spring Training facility, where all Basic Agreement provisions regarding rehabilitation work will apply.

3. **Evaluation.** During the period of Administrative Leave (including any extension thereof), or within seven (7) days of an off-season incident, the Commissioner may refer a Player to be evaluated by the Joint Policy Board pursuant to Section IV below. The Commissioner may also require a Player to be evaluated by the Joint Policy Board as a condition of deferral of Administrative Leave.
4. **Family Outreach.** Immediately following Notification, the Joint Policy Board, pursuant to internal procedures that it will adopt, will refer affected persons to intervention services under Section IV.D., including the MLB Player, Partner and Family Helpline established under Section VIII below.
5. **Investigation.** Under the Basic Agreement, the Commissioner's Office may conduct an investigation of the Player's alleged conduct during the period of Administrative Leave. The investigation, including the rights of the Player and the Parties, is governed by the relevant provisions of the 2022–2026 Basic Agreement. Subject to the Player's rights under the Basic Agreement and the "Domestic Violence Investigations" letter agreement attached hereto as Addendum A, the Player and the Players Association shall cooperate with the investigation, including making the Player available for an investigatory interview during his period of Administrative Leave.

- 6. Conference.** Prior to the conclusion of the period of Administrative Leave or the imposition of discipline, the Parties shall meet to discuss the matter. The Parties' discussion shall be considered confidential and not admissible in any Grievance challenging discipline that may be imposed on the Player.
- 7. Timing of Potential Discipline.** Upon the conclusion of the initial period of Administrative Leave (including any extension thereof), if any, the Commissioner may reinstate the Player from the Restricted List and return him from Administrative Leave, may impose immediate discipline on the Player, may request that the Players Association further extend the period of Administrative Leave, may defer a disciplinary determination until a later date, or may impose a paid suspension pending resolution of legal proceedings as described in Section III.C.2 below.

 - a. Immediate Discipline.** If the Commissioner elects to discipline the Player upon the conclusion of the Administrative Leave, the Commissioner's Office shall notify the Player and the Players Association in writing, by no later than 6 P.M. Eastern Time on the last day of the Player's Administrative Leave, of the discipline that the Commissioner is imposing. The discipline shall become effective immediately, and shall be governed by Section III below.
 - b. Extension of Administrative Leave.** The Commissioner's Office may request that the initial period of Administrative Leave (including any extension thereof) be extended in order for it to complete its investigation. The Players Association shall consider such a request in good faith. If any extension is agreed upon, the deadlines and procedures described in this Section likewise will be extended, and the Player's status shall remain the same during the remainder of the extended Administrative Leave, unless otherwise agreed to by the Parties.

- c. **Deferral of Discipline.** The Commissioner may decide to defer discipline of a Player pending resolution of a criminal or civil matter arising out of the conduct, or in order to complete its investigation. The Player and the Players Association shall be notified in writing, by no later than 6 P.M. Eastern Time of the last day of the Player's Administrative Leave, of the Commissioner's decision to defer discipline. The Player shall be removed from the Restricted List on the following day. The decision of the Commissioner to defer discipline shall not be evidence in any Grievance challenging discipline that the Commissioner may ultimately impose. All time limitations under the Basic Agreement for either imposing discipline or filing a Grievance shall be stayed if the Commissioner determines to defer disciplinary action.
- d. **Paid Suspension Pending Resolution of Legal Proceedings.** The Commissioner may impose a paid suspension on the Player pending resolution of legal proceedings as described in Section III.C.2 below. In addition, the paid suspension may be converted to an unpaid disciplinary suspension when the legal proceedings are completed under Section III.C.2 below or if the Commissioner determines that he has just cause to impose an unpaid disciplinary suspension.

III. Discipline.

- A. **Commissioner Discipline.** The Commissioner may discipline a Player who commits a Covered Act for just cause. In addition, a Player's failure to comply with his Treatment Plan adopted pursuant to Section IV below may be an independent violation of this Policy. A Player's failure to comply with his Treatment Plan will be determined by the Joint Policy Board under Section IV.F below.

B. Club Discipline.

1. Initial authority to discipline Players for events that include violations of this Policy (including all aspects of the incident from which the alleged violation arose) shall repose with the Commissioner's Office. The Commissioner's Office will retain authority to discipline Players under this Policy until it provides the Players Association and the Player with notice that it is transferring such authority to the Club. Such a transfer may occur at any time before the completion of the Commissioner's Office investigation, but no later than that date. If the Commissioner's Office does not transfer its authority, no Club may take any disciplinary or adverse action against a Player arising from an incident involving a Covered Act; except that nothing in this section is intended to address whether (i) a Club may take adverse action in response to a Player's failure to render his services due to a disability resulting directly from a physical injury or mental condition arising from his violation of the Policy, or (ii) a Club may withhold salary from a Player for any period he is unavailable because of legal proceedings or incarceration arising from his violation of the Policy. If the Commissioner's Office notifies a Club, the Player and the Players Association that the Commissioner's Office will not impose discipline, a Club may discipline a Player who commits a Covered Act for just cause, regardless of whether the Commissioner's Office had previously placed the player on Administrative Leave pursuant to this policy or conducted an investigation. A decision by the Commissioner to defer his disciplinary decision pursuant to Section II.B(7)(c) shall not trigger a Club's right to discipline in an absence of a notification to the Club, the Player and the Players Association that the Commissioner will not impose discipline. The fact that a Club rather than the Commissioner imposed discipline on a Player shall not be relied on by a Player in challenging whether the discipline was supported by just cause.

2. If a Club attempts to take disciplinary action against a Player in violation of Section III.B.1, the Players Association may seek emergency relief from the Arbitration Panel, which may enjoin that disciplinary action if it determines that the Player has a substantial likelihood of demonstrating such a violation of Section III.B.1.

C. Just Cause. This Policy arises in part from the increased recognition and understanding of the seriousness and harm resulting from Domestic Violence, Sexual Assault and Child Abuse. As a result, precedent and past practice under the Basic Agreement regarding the discipline of Players for Covered Acts are not relevant in assessing discipline under this Policy. The Arbitration Panel may consider precedent from past cases not involving Covered Acts. In evaluating the just cause of the level of discipline imposed under the Policy, the Arbitration Panel may consider aggravating and mitigating factors where relevant and appropriate.

1. Forms of Discipline.

The discipline imposed by the Commissioner or a Club may include any discipline authorized by the Basic Agreement or the Uniform Player's Contract.

2. Paid Suspension Pending Resolution of Criminal Matter.

- a. In certain cases, the Commissioner may decide that he is not in a position to impose discipline until the resolution of a criminal or legal proceeding, but that allowing the Player to play during the pendency of the criminal or legal proceeding would result in substantial and irreparable harm to either the Club or Major League Baseball. In such exceptional cases, the Commissioner may suspend the Player with pay pending resolution of the criminal or legal proceeding (or until the Commissioner determines that he has just cause to impose an unpaid, disciplinary suspension).
- b. If the Commissioner ultimately imposes such discipline on the Player, and such discipline is upheld by

the Arbitration Panel, the Player may elect to be credited with “time served” for the period in which he was suspended with pay; if he does so, he shall be required to serve any remaining period of his unpaid suspension. Any salary that the Player was paid by his Club during his suspension must be repaid by the Player if the suspension is converted to an unpaid disciplinary suspension. The Commissioner’s Office and Players Association shall agree on a written payment schedule, in the form of an order issued by the Arbitration Panel, which will result in the full repayment of the money owed by the Player to his Club.

- c. The Arbitration Panel shall have jurisdiction to review a challenge by a Player or the Players Association of a paid suspension pending resolution of a criminal matter against the standard of prior arbitral precedent.

D. Procedures for Challenging Discipline Imposed by the Commissioner.

1. **Arbitration Panel Review.** The Arbitration Panel shall have jurisdiction to review a challenge by a Player or the Players Association of any discipline imposed under the Policy, except as otherwise limited herein. As already noted, the procedures for challenging discipline set forth in the Basic Agreement apply except as otherwise stated herein.
2. **Conduct of Arbitration.** The Players Association and the Player will be represented during the Grievance Procedure and arbitration proceedings only by in-house counsel of the Players Association and/or by outside counsel appointed by the Player Association. The Commissioner’s Office will be represented only by in-house counsel of the Commissioner’s Office and/or by outside counsel appointed by the Commissioner’s Office.
3. **Discovery.** After the Commissioner’s Office imposes discipline on a Player under this Policy, the Player and

the Commissioner's Office are required to provide each other with all documents obtained from governmental entities that relate to the matter at issue unless such disclosure is prohibited by applicable law or court or other governmental order. The Parties' discovery obligations are otherwise as set forth in the current Basic Agreement.

4. Burden of Proof. In any case involving discipline imposed under this Policy, the Commissioner's Office shall have the burden of proving that the Player committed a Covered Act:

- a. A criminal conviction for an offense involving a Covered Act or a plea of guilty, no contest or *nolo contendere*, to an offense involving a Covered Act, whether a misdemeanor or felony, shall satisfy the Commissioner's Office's burden of proving a violation. In cases involving a criminal conviction or a plea of guilty, no contest or *nolo contendere*, the burden shall be on the Player to establish that notwithstanding the conviction or plea, the Player did not engage in a Covered Act.
- b. A Player may be subjected to disciplinary action for just cause by the Commissioner for a violation of this Policy in the absence of a conviction or a plea of guilty to a crime involving a Covered Act.

5. Suspensions.

- a. Unless otherwise provided herein, all suspensions under this Policy shall be without pay, and the Player will be placed on the Restricted List and will not accrue Major League service. A Player suspended during the offseason under this Policy will be placed on the Restricted List immediately upon public announcement.
- b. At the request of the Club and with the consent of the Commissioner's Office, which shall not be unreasonably withheld, the Player may participate in non-public practices or workouts, or at the Club's

Spring Training facility, where all Basic Agreement provisions regarding rehabilitation work will apply.

- c. During the term of his suspension, a Player may consent to an assignment to a Minor League affiliate of his Club for a duration not to exceed six (6) days for a Player suspended for a period that encompasses between ten (10) and twenty (20) games; ten (10) days for a Player suspended for a period that encompasses between twenty-one (21) and thirty (30) games; twelve (12) days for a Player suspended for a period that encompasses between thirty-one (31) and fifty (50) games; and fifteen (15) days for a Player suspended for a period that encompasses fifty-one (51) games or more. The Player will receive neither pay nor Major League service and will remain on the Restricted List during such an assignment; however, the Player will be treated as if he were a Major League Player on the road for purposes of hotel accommodations and daily meal and tip allowances.
- d. A Player who is suspended while in the Minor Leagues who is then selected to or otherwise placed on the 40-Man Roster before such suspension is complete shall continue his suspension at the Major League level.

IV. Treatment and Intervention.

- A. Joint Policy Board.** The Parties shall establish a treatment board (herein "Joint Policy Board"). The Joint Policy Board shall be responsible for evaluating, and where treatment is appropriate, supervising the treatment of Players who have committed or are alleged to have committed Covered Acts. It may also provide evaluation and treatment to Players who voluntarily request the Board's assistance.
- B. Composition of Joint Policy Board.** The Treatment Board shall be composed of two representatives from each of the Parties ("Party Representatives") and three experts in the

field of Domestic Violence, Sexual Assault and/or Child Abuse who are jointly chosen by the Parties (“Expert Representatives”), one of whom shall serve in rotation in each instance where Notification is given by the Commissioner’s Office to the Players Association under Section II.A above. Thus, five members of the Joint Policy Board (four Party representatives and one Expert Representative) shall constitute the Joint Policy Board in each instance where Notification is given. The Expert Representatives shall all serve one-year terms, renewable by agreement of the Parties.

C. Referral to Joint Policy Board.

1. A Player will be referred to the Joint Policy Board for an “Initial Evaluation” which will be an “initial wellness check,” defined as a preliminary evaluation conducted jointly by the two party medical representatives on the Joint Policy Board as to whether the player poses an immediate threat to himself and/or others, when the Commissioner’s Office provides the Notification referenced in Section II.A above. Referral for a full evaluation following the Initial Evaluation, but prior to the completion of an investigation that has been noticed by the Office of the Commissioner under Section II.A above, and that results in discipline based on the allegation of a Covered Act under the Policy (see Section IV.C.2 below), will occur only where the two party medical representatives jointly determine and recommend to the Joint Policy Board, after an initial wellness check, that there is potential for imminent harm to the Player and/or others. The results of any wellness check, initial evaluation, or the substance of any Treatment Plan shall not be admissible in a Grievance challenging discipline imposed by the Commissioner’s Office or a Club pursuant to the Policy or Addendum A hereto, or in any other matter.
2. Upon the completion of an investigation that has been noticed by the Office of the Commissioner under Section II.A of the Policy and that results in discipline based on the allegation of a Covered Act under the Policy, the

player in question will be referred to the Joint Policy Board for a full evaluation and the Treatment Board, and any appropriate medical evaluator, will be provided with an oral summary of the investigation's findings. The Player will submit to a full evaluation conducted by one of the Expert Representatives ("Full Evaluation") or by another expert unanimously designated by the Board. The Expert Representative or the other expert shall share with the Joint Policy Board his or her recommendations for a Treatment Plan (if any), but shall not provide to the Joint Policy Board any other documents that relate to the Full Evaluation.

3. Upon the completion of any investigation that has been noticed by the Office of the Commissioner under Section II.A that does not result in discipline based on an allegation of a Covered Act under the Policy, the player in question will be promptly notified in writing by the Office of the Commissioner that the investigation has been completed, subject to the Office of the Commissioner's right to re-open the investigation upon the receipt of any additional relevant evidence.
- D. Treatment Plan.** After the Full Evaluation is conducted, and consultations with the other Expert Representatives of the Joint Policy Board and, if appropriate, outside experts and/or the Player's spouse or partner occur, the Expert Representative on the Board who conducted the Full Evaluation shall develop a Treatment Plan for the Player if he or she recommends such a Plan. The Joint Policy Board shall approve, by majority vote, that Treatment Plan or return it to the Expert Representative to reconsider and resubmit. Once the Treatment Plan is approved, the Expert Representative involved shall be responsible for providing a copy of the Treatment Plan to the Player. The Expert Representative shall also assume responsibility for overseeing the Player's compliance with the Treatment Plan, including identifying appropriate health care professionals in the Player's home city to provide counseling and intervention. The health care professionals treating the Player must provide the Expert Represen-

tative, at a frequency identified in the Treatment Plan, with regular, standardized written status reports that detail the Player's progress and compliance with the Treatment Plan.

E. Treatment Plan Content. The Plan prescribed by the Joint Policy Board for the Player may include the following non-exhaustive list of prescribed and/or prohibited actions by a Player:

1. Submission to psychological and other evaluations (including but not limited to those assessing domestic violence, child abuse, sexual assault and drug and/or alcohol testing if separately directed or required under the Joint Drug Agreement) as deemed necessary;
2. Attendance at prescribed counseling and other therapeutic sessions;
3. Participation in educational training specific to understanding the effects of abuse on victims and their families, including children, and the components of healthy relationships and healthy confrontation;
4. Compliance with relevant court orders and/or agreements between the Player and alleged victim, including but not limited to support;
5. Relocation from a shared home temporarily or indefinitely;
6. Acceptance of limits on the contact methods, frequency, and subject matter with partner/spouse/children, and designated others;
7. Relinquishment of all weapons and agreement not to secure more;
8. Compliance with any other reasonable direction designed to promote safety for the partner/spouse, children, Player, and any other person at risk; or
9. Any other relief designed to promote safety and further the objectives of this Policy.

F. Treatment Plan Non-Compliance.

1. The Commissioner may discipline a Player who commits a Covered Act (whether or not the same person was involved in the initial complaint), including a Player in a Treatment Plan under this Policy.
 2. Except as provided in Section F.1 above, a majority vote of the Joint Policy Board will determine whether the Player has violated his Treatment Plan. If the Player has done so, he will be subject to discipline for just cause solely by the Commissioner pursuant to Section III above. Before making its determination, the Player or his representative may provide information to the Joint Policy Board in the Player's defense. The Joint Policy Board will make its determination whether a Player has failed to cooperate with a Full Evaluation, or comply with a Treatment Plan, by applying the following criteria:
 - a. A Player who refuses to submit to a Full Evaluation, including any follow-up meetings or tests requested by the Expert Representative, will be deemed to have violated his Treatment Plan.
 - b. A Player who consistently fails to participate in mandatory sessions with his assigned health care professional will be deemed to have failed to comply with his Treatment Plan.
 - c. Absent a compelling justification, a Player will be presumed to have failed to comply with his Treatment Plan if his assigned health care professional informs the Treatment Board in a status report that the Player is not cooperating with the requirements of his Treatment Plan.
- G. Treatment Plan Modification.** The Joint Policy Board may periodically revise a Player's Treatment Plan or extend its end date on its own initiative, or on the recommendation of the Player's assigned health care professionals.
- H. Communication.** The Joint Policy Board shall make available a general partner/spouse and family information and

referral package when a Plan is implemented for a Player. The Player's Treatment Plan will not be shared with the partner/spouse absent agreement of the Player. With the exception of any statements or press releases made by the Office of the Commissioner pursuant to Section IX below, all information related to a Player's involvement with the Joint Policy Board shall be kept completely confidential.

V. Return to Active Status. All returns to active status for a Player from a suspension that is upheld (or not challenged) are subject to a certification of fitness from his assigned health care professional and an agreement by the Player to adhere going forward to any Plan prescribed by the Joint Policy Board.

VI. Confidentiality. The confidentiality of Player information is essential to the success of this Policy. To ensure that confidentiality is protected, the Parties agree to the following confidentiality provisions:

A. Definition. All information related to, arising from or considered in connection with the evaluation, counseling and treatment of a Player by the Joint Policy Board, and all information obtained by the Commissioner's Office through its investigation of an alleged Covered Act, is confidential, provided that this definition excludes information that has previously been made public or is made public by a source other than the Player, the Players Association or the Commissioner's Office.

B. Prohibition on Disclosure. The Commissioner's Office, the Players Association, the Clubs, the Joint Policy Board and any third parties who are consulted under this Policy are prohibited from disclosing confidential information that they already possess as defined above, except (i) in connection with or in anticipation of a grievance or potential grievance involving discipline or potential discipline under this Policy; (ii) to inform the Player's Club of the Player's treatment under the Policy; (iii) where necessary to effectively administer a Player's treatment under the Policy; or (iv) where disclosure is required by law, including court order, and is not

subject to any claim of privilege. If the Commissioner's Office or the Joint Policy Board or any of their agents receive a subpoena or other legal process seeking confidential information, the Commissioner's Office will notify the Players Association and give it an opportunity to intervene and oppose disclosure of the confidential information. Each Party is responsible for ensuring that the individuals to whom they disclose confidential information under this Policy maintain the confidentiality of the information, and each Party will be deemed responsible for any unauthorized disclosures by persons to whom they provide confidential information.

- C. Public Disclosure of Discipline.** The Commissioner's Office may issue a statement announcing (i) the discipline of a Player under this Policy, including the length of any suspension, (ii) that a Player has been placed on administrative leave pending an investigation under the Policy, or (iii) that the Commissioner's Office has stayed its investigation of an alleged incident under this Policy pending resolution of a criminal matter. The Commissioner's Office will not otherwise make announcements related to Covered Acts or alleged Covered Acts under this Policy. Notwithstanding the foregoing, if a Player, the Players Association or the Player's representative makes statements challenging the discipline or denying the alleged conduct, the Commissioner's Office may make a statement in response to such comments. The Player's Club may issue a public statement in response to the announcement of a Player's discipline under this Policy, provided that a draft of the statement is sent to the Players Association at least sixty (60) minutes prior to its issuance, and the Club considers in good faith any comments provided by the Players Association. If allegations related to a Player's alleged violation of the Policy become public through a source other than the Commissioner's Office, a Club or their respective agents, the Commissioner's Office may issue a public statement that it is conducting an investigation of the allegations, and the Players Association may issue a public statement that it is monitoring the situation. Neither party shall disclose any confidential information.

- D. Enforcement.** Either the Commissioner's Office or the Players Association may file a grievance under Article XI of the Basic Agreement if the other Party violates the Confidentiality provisions of this Policy. The Party bringing the grievance has the burden of proof with respect to establishing the violation. Media reports that do not identify a source of confidential information do not establish a violation of the Confidentiality provisions of this Policy without additional evidence.

VII. Training, Education and Community Outreach.

- A. Training/Education Committee.** The Parties shall form a joint Domestic Violence, Sexual Assault and Child Abuse Policy Committee ("Policy Committee") that will be comprised of three representatives of the Players Association, three representatives of the Commissioner's Office, and an outside non-voting Domestic Violence, Child Abuse and/or Sexual Assault specialist who shall be selected jointly by the Parties.
- B. Training/Education Programs.** The Policy Committee shall determine appropriate education and training programs for Players and their families. All aspects of the training and education program, including the frequency and content of training and the selection of the training staff, shall be determined jointly by the Parties through the Policy Committee. All training and education shall be presented in English and Spanish, and any statements made by Players in such training or education sessions shall be kept strictly confidential by the individuals conducting the training.
- C. Community Outreach.** The Policy Committee will develop an annual program of public outreach on the topic of domestic violence and other crimes against women. The program may include donations to local and national organizations, public service announcements featuring Players, domestic violence awareness days at ballparks, domestic violence informational fairs, websites, pamphlets and an educational presence at Major League ballparks, Spring

Training sites, fanfests, and jewel events such as the All-Star Game and post-season series.

VIII. Resources for Players and Their Families.

- A. Confidential Assistance Program.** The Parties shall contract with a mutually-agreed upon domestic violence services provider to offer support services to Players, Players' families, and victims on a confidential basis. The vendor shall maintain a 24-hour helpline (both in English and Spanish), staffed by Masters-level or highly experienced counselors with the capacity to refer callers to a health care professional in their local area with expertise in domestic violence and family counseling. With the exception of general usage statistics, the Parties shall not be provided with any confidential information regarding usage of the service by Players or their families.
- B. Family Resources.** The Parties, through the Policy Committee, shall develop a plan for the publication of referral information, websites, and resources (including hotlines, shelters and outreach facilities) for spouses, partners and families of Players in every Major League city, Spring Training site and in the home countries of all Players.

IX. Funding.

All programs pursuant to this Policy shall be jointly funded through either the Industry Growth Fund or the International Tax Fund.

X. Comparable Programs for MLB, Club, and PA Personnel.

The Parties agree that Major League Baseball, its affiliated businesses, every Club and the Players Association shall institute Domestic Violence, Sexual Assault and Child Abuse Policies that are comparable both in terms of scope and discipline for their respective employees, managers, executives, and owners. The cost of implementing and administering these comparable policies will be the responsibility of the individual organization.