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Yu Darvish is the next in a line of players that have gone through the "posting system"

Whether it's been Yu Darvish, **Daisuke Matsuzaka** , or **Ichiro Suzuki** , the "posting system" that has been part of the US-Japanese Player Contract Agreement since 1988 has remained somewhat of a mystery. It was driven, in large part, by the late **Hideki Irabu** . The Padres won the rights to the pitcher that led the Pacific League in ERA and strikeouts in 1995 and 1996. But, Irabu did not want to play in San Diego and he eventually wound up with the Yankees. The "posting system", while arguably flawed, was designed to stop that leveraging from occurring.

But how, exactly, does the process work? While The Biz of Baseball does not have the most current US-Japanese Player Contract Agreement, we do have a copy from 2002 that breaks it out close, if not exactly, as it is today. The following is directly from the agreement, describing the posting process:

9) All requests by Japanese Clubs for postings must be made during the period commencing on November 1 of a given year and ending on March 1 of the following year and must be accompanied by the Japanese Club's medical records, i.e., trainers' reports and doctors' reports in the possession of the Japanese Club for the Japanese Player in question, which will be made

available to the U.S. Major League Clubs. Within four (4) business days of the posting of the availability of the Japanese Player by the U.S. Commissioner, any interested U.S. Major League Club must submit to the U.S. Commissioner a bid, composed of monetary consideration only, to be paid to the Japanese Club as consideration for the Japanese Club relinquishing its rights to the player in the event that the U.S. Major League Club reaches an agreement with the Japanese Player. No direct or indirect contact may be made between a U.S. Major League Club and the Japanese Club concerning a posted player and/or the amount of the bid to be submitted by a U.S. Major League Club. The U.S. Commissioner shall have the authority, pursuant to paragraph (13) below, to take action that he deems appropriate in the event he concludes that a contact prohibited by the preceding sentence has been made concerning a posted player.

10) At the conclusion of the bidding period, the U.S. Commissioner shall determine the highest bidder among the U.S. Major League Clubs and that determination of the highest bidder shall be conclusive and binding on all parties. The U.S. Commissioner then shall notify the Japanese Commissioner of the amount of the bid submitted by the successful bidder, and the Japanese Commissioner will have four (4) business days to notify the U.S. Commissioner of whether that bid is acceptable to the Japanese Club involved.

11) If the highest bid is not acceptable to the Japanese Club making the Japanese Player available, the Japanese Player's posting will be withdrawn and another request for posting with respect to that Japanese Player shall be prohibited until the following November 1. If the highest bid is acceptable to the Japanese Club, the U.S. Commissioner shall award the sole, exclusive, and non-assignable right to negotiate with and sign the posted Japanese Player to the U.S. Major League Club that submitted the highest bid. That U.S. Major League Club then shall have 30 days from the date of the notice by the U.S. Commissioner that the bid is acceptable to the Japanese Player's Japanese Club in which to sign the Japanese Player. If the Japanese Player signs a contract with the U.S. Major League Club within 30-day period, the U.S. Major League Club shall pay the Japanese Club the amount of its successful bid within five (5) business days of the confirmation of terms with the Major League Baseball Players Association in the case of a Major League Contract or within five (5) business days of the reporting of terms to the U.S. Commissioner's Office in the case of minor league contract.

12) If the U.S. Major League Club, for any reason, fails to sign the Japanese Player within the 30-day period, the U.S. Major League Club's negotiation rights shall lapse and the U.S. Major League Clubs shall have no obligation to pay the Japanese Player's Japanese Club the amount of its successful bid (or any other obligation whatsoever). Further, another request for posting with respect to that Japanese Player shall be prohibited until the following November 1.

13) The U.S. Commissioner shall have the authority to oversee the bidding procedures set forth in paragraphs (8) through (12) above to ensure that they not been undermined in any manner. Among other actions that he may deem appropriate and in the best interests of baseball, the U.S. Commissioner shall have the authority to revoke a U.S. Major League Club's exclusive negotiation rights with respect to a Japanese Player (and, subject to the Japanese Club's approval pursuant to paragraph (11) above, to award such rights to the next highest bidder, if any) and to declare null and void any contract between a Japanese Player and a U.S major League Club that the U.S. Commissioner deems was the result of conduct that was inconsistent with this Agreement or otherwise not in the best interests of professional baseball.

READ THE COMPLETE US-JAPANESE PLAYER CONTRACT AGREEMENT

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