

FIBA INTERNAL REGULATIONS

BOOK 3

PLAYERS *AND* OFFICIALS

IN FORCE AS OF 1 JANUARY, 2022

CHAPTER 9: AGENTS

GENERAL MATTERS

293. These rules govern the activities of agents licensed by FIBA (hereinafter referred to as “FIBA-Licensed Agent[s]”). For the purpose of these rules, players and coaches are jointly referred to as “Players” in this chapter.
294. Any National Member Federation may establish its own regulations governing agents who deal with domestic transfers of Players within their own federation. Such regulations:
- a. must be approved by FIBA; and
 - b. must respect the principles set out in this Chapter; and
 - c. may enter into force no earlier than their written approval by FIBA.

A National Member Federation that exercises the option of establishing such national regulations is obliged to organise a system of personal interviews similar to that provided for in these Regulations (see article 3-304). Exceptions require FIBA’s prior written approval. In the event that the national regulations are in conflict with the FIBA Internal Regulations, the latter shall prevail.

295. In the context of international transfers, clubs and Players shall not use the services of any agent who is not a FIBA-Licensed Agent, and shall not be involved in any international transfer if they are aware or should reasonably have been aware that another party is using the services of any agent who is not a FIBA-Licensed Agent.
296. FIBA-Licensed Agents, clubs, Players and National Member Federations shall at all times comply with their respective obligations as set out in this Chapter. Applicable law may provide more restrictive requirements than those set forth in this Chapter. For the avoidance of doubt, any violations of the provisions of this Chapter are subject to sanctions as provided for in this Chapter and in Book 1, Chapter 6.
297. When seeking to register a player through an international transfer, a club shall provide to its National Member Federation the name(s) of any agent(s), whether licensed or not, who have been involved in the transfer of the player, and a copy of all contract(s) based on which such agent(s) provided their services (such contracts referred to as “Agent Contracts” in this Chapter). The National Member Federation shall provide the name(s) of the agent(s) to FIBA when requesting the letter of clearance. FIBA-Licensed Agents, clubs, Players, and National Member Federations are obliged, upon request by FIBA, to provide additional information to FIBA regarding any contractual arrangements as to services rendered by agents (whether licensed or not), and regarding any payments made (or to be made) for such services. FIBA-Licensed Agents, clubs and Players shall ensure that their contractual arrangements do not undermine any of the foregoing disclosure obligations.

CONFLICTS OF INTEREST

298. FIBA-Licensed Agents shall avoid any conflicts of interests. Whenever any conflict of interest arises, a FIBA-Licensed Agent shall disclose it to the relevant client(s) and remedy the conflict

immediately. In particular, to avoid any conflicts of interest, a FIBA-Licensed Agent (and any legal entity or non-incorporated business through which he operates) shall not:

- a. represent or advise more than one side in the same transaction; or
 - b. accept payment for his or her services by anyone other than his or her client; or
 - c. represent or advise a club in any transaction if the FIBA-Licensed Agent (or any legal entity or non-incorporated business through which he operates) is under contract with any Player registered with that club; or
 - d. directly or indirectly use a third party to circumvent the restrictions set out in letters a to c above. A client may, however, agree with a third party in writing that such third party makes payment to the FIBA-Licensed Agent on the client's behalf. For the avoidance of doubt, a payment on behalf of the client means that for all legal and fiscal purposes, the client remains liable vis-à-vis the Agent until the remuneration is paid in full.
299. Players and clubs shall not be involved in any transaction or payment if they are aware or should reasonably have been aware that an agent, whether licensed or not, is involved in such transaction or payment in violation of article 3-298 above.
300. A FIBA-Licensed Agent or a person applying to become a FIBA-Licensed Agent (the latter referred to as a "Candidate" in this Chapter) may not, under any circumstances, hold a position within or be otherwise involved personally or through third parties in FIBA, a Zone, a National Member Federation, a club, or any organisation affiliated or connected to such entities such as leagues or players' associations. For the avoidance of doubt, a player of a national team or club is deemed to be involved personally in the relevant National Member Federation or club.

GRANTING THE LICENSE

301. Any Candidate shall file an application with FIBA on the standard application form provided for that purpose.
302. FIBA shall require all Candidates to provide a certificate confirming that they are in good standing, in particular, that they have no criminal record.
303. Only individuals can be Candidates. Applications from legal entities or non-incorporated businesses are not admissible, but FIBA-Licensed Agents are allowed to operate through a legal entity or non-incorporated business, provided that the FIBA-Licensed Agent continues to be the only person responsible vis-à-vis FIBA.
304. An application may be rejected if the Candidate is not in good standing, in particular if the Candidate has a criminal record or does not have a good reputation.
305. If a Candidate's application is admissible pursuant to articles 3-296 to 3-303 above, FIBA shall invite the Candidate for a personal interview and a test (see article 3-305 below), unless this requirement is waived by the Secretary General in the individual case. Persons who are licensed to practice law in their country of permanent residence are not required to undertake the interview and test in order to become FIBA-Licensed Agents, but they must fulfil all other requirements (including payment of any applicable fees).

306. The personal interview and the test are intended to enable FIBA to ascertain whether the Candidate:
- a. Has adequate knowledge of the basketball regulations (the statutes and regulations of FIBA, its Zones and the National Member Federation in whose territory the Candidate has his or her permanent residence); and
 - b. Generally appears capable and suitable of advising a Player or club who calls on the Candidate's services.
307. FIBA may charge expenses and/or a fee for conducting the interview and the test. The Candidate shall bear his or her own expenses.
308. Within thirty (30) days after the personal interview and the test, FIBA shall inform the Candidate whether the requirements under article 3-305 above have been met.
309. If the requirements of article 3-305 above have not been met, the application will be rejected, subject to the exceptions provided for in article 3-304 above. If the requirements of article 3-305 above (subject to article 3-304 above) and 3-310 below have been met, FIBA shall issue a license to the Candidate and shall inform the relevant Zone accordingly. Upon receipt of the license, the Candidate shall become a FIBA-Licensed Agent. The license shall be strictly personal and non-transferable.
310. FIBA may charge an annual fee for issuing the license, not exceeding the amount stipulated in article 3-327 below.
311. If the National Member Federation in whose territory the Candidate's has his or her permanent residence enacts or has enacted regulations governing players' agents, then the Candidate shall prove to FIBA that the Candidate is the holder of a valid license issued by that National Member Federation, provided that the regulations of the National Member Federation have been approved by FIBA in accordance with article 3-294 above.
312. FIBA shall publish on its website a list of all FIBA-Licensed Agents and their present clients (clubs and Players). Each FIBA-Licensed Agent shall update his or her list of clients immediately, but in no case later than seven (7) days, after a client relationship with any club or Player has begun or terminated.

KEEPING THE LICENSE CURRENT

313. A FIBA-Licensed Agent shall attend all seminars organised by FIBA in order to remain up to date on new developments concerning agents' activities. At any time, FIBA may request a FIBA-Licensed Agent to prove that the requirements for the issuing of the license are still met.
314. In order to keep the license current, the FIBA-Licensed Agent must pay the annual fee provided for in article 3-327.
315. A FIBA Licensed-Agent terminating his or her activities shall immediately notify FIBA thereof. FIBA shall publish on its website the name of any (former) FIBA-licensed Agent who has

terminated his or her activities or had his or her license withdrawn. A former FIBA-licensed Agent who has his or her license withdrawn shall immediately inform all of his or her clients thereof.

RIGHTS OF AGENTS

316. A FIBA-Licensed Agent shall have the following rights:
- a. To be listed on FIBA's website together with his or her clients;
 - b. To refer to him or herself as "FIBA-licensed Agent";
 - c. To represent any Player or club requesting him or her to negotiate and/or conclude a contract on his or her/its behalf, subject always to the prohibition of conflicts of interests (see article 3-298 above);
 - d. To manage the affairs of any Player or club requesting the FIBA-licensed Agent to do so, subject always to the prohibition of conflicts of interests (see article 3-298 above); and
 - e. To file a request pursuant to article 3-336 below in relation to the honouring of a BAT award. For the avoidance of doubt, FIBA will not accept any such requests (i) by non-licensed agents, even if made on behalf of others, such as clients, or (ii) in relation to any claims of non-licensed agents, irrespective of who files the request.

DUTIES OF AGENTS

317. In addition to their other obligations as set out in this Chapter, FIBA-Licensed Agents shall have the following duties:
- a. To comply with the statutes and regulations of FIBA, its Zones and the National Member Federations at all times and to observe the applicable law;
 - b. To ensure that any transaction and payment in which the FIBA-Licensed Agent is involved conforms with these Internal Regulations;
 - c. In the FIBA-Licensed Agent's dealings for and on behalf of the client, to present a written power of attorney if so requested by the other party or by FIBA;
 - d. Never to approach a Player who is under contract with a club so as to persuade the Player to break that contract or not to adhere to any rights and duties contained in that contract;
 - e. Never to approach a player, in particular a player under eighteen (18) years of age, during training camps or competitions;
 - f. To request each new client to disclose any pending or threatened litigation under a previous Agent Contract and to inform each new client that any obligations under a previous Agent Contract must be honoured;
 - g. To inform each client about the provisions of the FIBA Internal Regulations, particularly those which refer to the Eligibility of Players, National Status of Players, International Transfers of Players, Agents, Anti-Doping, and the risks of match-fixing;

- h. To represent each client in good faith and to demonstrate integrity and transparency in all dealings with the client by, among others, informing the client of any and/or all activities undertaken on the client's behalf;
- i. To negotiate terms and conditions of offers of employment in consultation with the client and to inform the client of the client's obligations under the offer, such as payment of salaries, performance of services, working conditions, etc.;
- j. To use best efforts to ensure that any Player contract takes into account the main points as provided by FIBA (see Appendix 2 to this Book 3);
- k. To ensure that each client personally signs the contract that has been negotiated on the client's behalf;
- l. To recognise and uphold the client's prerogative to refuse any or all employment or transfer opportunities offered;
- m. To maintain an accessible office, telephone, email and other appropriate means of communication, and such other facilities normally deemed necessary and to be reasonably available to conduct business effectively and efficiently as a FIBA-Licensed Agent;
- n. Never to terminate, encourage or be involved in the termination of a Player's contract on the basis of non-payment of the agent fee; and
- o. Never to advise or counsel a Player to not make himself or herself available for national team activities.

AGENT CONTRACTS

- 318. A FIBA-Licensed Agent may represent a client or manage a client's affairs under the terms of article 3-315 above only if the FIBA-Licensed Agent has concluded a written Agent Contract with the client in question.
- 319. A FIBA-Licensed Agent shall make use, to the extent possible, of the master agreement between FIBA-Licensed Agents and players or clubs as provided by FIBA (see Appendix 1 to this Book 3).
- 320. The duration of an Agent Contract shall not exceed a period of two (2) years, but it may be renewed through a new written contract of the parties. Every Agent Contract shall provide that each party shall have the right to terminate at will with thirty (30) days' written notice.
- 321. Agent Contracts shall not foresee remuneration for services in relation to a Player contract that exceeds, in total, ten per cent (10%) of the value of the Player contract.

SANCTIONING OF AGENTS

- 322. In the event that a FIBA-Licensed Agent violates any provision in this Chapter, FIBA may, in addition to or instead of imposing any disciplinary sanction provided for in Book 1, Chapter 6, withdraw the license of the FIBA-Licensed Agent. A withdrawal of the license shall be made known publicly.

SANCTIONING OF PLAYERS

323. In the event that a Player violates any provision in this Chapter, FIBA may, in addition to or instead of imposing any disciplinary sanction provided for in Book 1, Chapter 6, impose a ban on international transfers on the Player.

SANCTIONING OF CLUBS

324. In the event that a club violates any provision in this Chapter, FIBA may, in addition to or instead of imposing any disciplinary sanction provided for in Book 1, Chapter 6, impose the following sanctions on the club:
- a. A prohibition on the club from carrying out national and/or international transfers; and/or
 - b. A ban from all national and/or international basketball activity.

APPEALS

325. Any appeal against any decision of FIBA under these Regulations shall be filed with the FIBA Appeals' Panel in accordance with the FIBA Internal Regulations governing Appeals (see Book 1, Chapter 8).

CHAPTER 11: FEES AND ALLOWANCES

[Notes to Chapter 11:

i. Terms of payment

In accordance with applicable tax regulations, invoices may be subject to taxation. Any payments will be made after deduction of taxes.

Fees and dues, fines, rights, participation fees or any other amounts invoiced must be paid to FIBA in full, i.e. without any deductions (bank charges, etc.) and are due on receipt of invoice. Payment in FIBA's favour must be made to the following bank account:

Beneficiary: FIBA
Bank: UBS S.A.
Address: Place St-François, 1002 Lausanne, Switzerland

Account no.:
for CHF: 243-384509.01M; IBAN CH970024324338450901M
for USD: 243-384 509.60L; IBAN CH980024324338450960L
for EUR: 243-384509.61R; IBAN CH490024324338450961R
Bank code: 243
Swift code: UBSWCHZH80A

ii. Currency of Reference

In general (in terms of Article 34.7 of the General Statutes), the Swiss Franc is the currency of reference for all financial transactions carried out with FIBA.].

326. Allowances/Fees Payable listed in Book 3:

Article number	Item	Amount
3-188, 3-236, and 3-258	1) Single game, Men or Women*	CHF 450
	2) Tournament lasting five (5) days or less	CHF 700
	3) Olympic Qualifying Tournaments - Men	CHF 1,700
	4) Olympic Qualifying Tournaments - Women	CHF 1,400
	5) FIBA World Championship - Men	CHF 2,500
	6) FIBA World Championship - Women	CHF 1,500
	7) FIBA World Championships - Youth	CHF 1,250
3-218	Daily fees payable by Clinic Organisers to International Referee Instructors for each day of the clinic plus days of travel	CHF 150

* Exception: for World Cup Qualifiers, FIBA Continental Cup Qualifiers, FIBA Women's Pre-Olympic Qualifying Tournaments, FIBA Women's World Cup Qualifying Events games, the fees payable for FIBA Technical Delegates are CHF 900

327. Fees and dues payable to FIBA, a FIBA Regional Office or a National Member Federation listed in Book 3:

Article number	Item	Amount
3-20; 3-22; 3-32	Administrative fee chargeable for exceptional change of eligibility	CHF 2,000 to 20,000
3-61	Administrative fee chargeable for a letter of clearance request	CHF 250
3-99a	Participation fee chargeable by FIBA/Regional Office for Foreign Player License "A" per year includes CHF 15 issuing fee	Men: Maximum CHF 400
		Women: Maximum CHF 250
3-99b	Participation fee chargeable by FIBA/Regional office for FIBA Player License "B" per year includes CHF 15 issuing fee	Men: Maximum CHF 1,200
		Women: Maximum CHF 600
3-310 and 3-314	Annual fee for FIBA Players' Agent License	Maximum CHF 1,000
3-115 and 3-114	Administration fee for processing FIBA Approved Coach documentation	CHF 50
3-167 and 3-224	Annual fee payable by National Member Federations for each FIBA Referee and Commissioner from Category "A" National Member Federations	CHF 100
	Categories "B" & "C" National Member Federations	CHF 75
	Category "D" National Member Federations	CHF 15
3-195	Once-only fee payable by a National Member Federation for the issuance of Honorary Referee License	CHF 50

328. The administrative fee for a letter of clearance request will be distributed by FIBA as follows:

3-61	National Member Federation of origin	CHF 150
	New National Member Federation	CHF 50
	FIBA	CHF 50

APPENDIX 1: MASTER AGREEMENT – AGENT AND PLAYER OR CLUB

Contract between

Agent's Full Name: _____

Agent's FIBA License Number: _____

Company Name (if applicable): _____

Full Address: _____

- hereinafter "the Agent" – and

Player's Full Name: _____

Full Address: _____

- hereinafter "the Player"

[or:

Club's Full Name: _____

Full Address: _____

- hereinafter "the Club"]

Preamble

This contract (hereinafter the "Contract") is based on the master agreement provided by FIBA (Fédération Internationale de Basketball) pursuant to the FIBA Internal Regulation governing Agents.

1. Engagement

1.1. The Player hereby employs the Agent and the Agent hereby agrees to act as agent for the Player.

[or:

The Club hereby employs the Agent and the Agent hereby agrees to act as agent for the Club.]

The Player [or: Club] is aware that any obligations he/she [or: it] may have under a previous agent contract must be honoured, and herewith confirms that he/she [or: it] has disclosed to the Agent any pending or threatened litigation under such previous agent contract.

- 1.2. The Agent shall provide the following services to the Player: *[to be agreed according to the Player's or Club's needs and the Agent's qualifications and scope of services; the following merely provides an indication of services commonly provided by agents to players; in any case, it is recommended to describe in detail the services to be provided, and to separate management services from placement services]*

1.2.1 Management services

The Agent shall provide advice and support to the Player in connection with any and all issues arising in the context of the Player's career as a professional basketball player. To the extent so instructed by the Player, the Agent shall also represent the Player vis-à-vis third parties in relation to such issues. In particular, these management services encompass the following (if applicable, in coordination with the Player's club and/or qualified professionals such as lawyers, tax advisors etc.):

- Advice on the Player's career path, including the time after retirement as a professional basketball player;
- Advice on and negotiation of any contracts related to the exploitation of the Player's image rights, e.g. sponsorship agreements;
- Assistance in obtaining qualified advice on legal issues, where needed, e.g. in relation to contracts or disputes;
- Assistance in obtaining qualified advice on any financial issues, including questions relating to wealth management, taxes, insurance, pension;
- Support in case of difficulties encountered with the Player's club, e.g. default in salary payments;
- Support in relation to any medical issues that the Player may be facing;
- Liaison with public authorities, e.g. in respect of visa or working permit issues; and
- Assistance with respect to housing and other amenities.

1.2.2 Placement services

The Agent shall introduce the Player to any basketball club that might be interested to retain the Player's services, shall then negotiate on behalf of the Player the relevant player contract to be signed by the Player and will subsequently liaise and deal in the Player's interest with the club on all matters of interest for the Player in connection with the Player's engagement with the club.

- 1.3 At all times, the Agent shall avoid any conflicts of interests, in accordance with the FIBA Internal Regulations governing Player Agents (hereinafter the "FIBA Agent Regulation").

Whenever any conflict of interest arises, the Agent shall disclose them to the Player [or: Club] and remedy the conflict immediately. In particular, the Agent shall not represent or advise any club [or: player] with which he/she negotiates a contract on behalf of the Player [or: Club].

2. FIBA Internal Regulations governing Agents

The parties agree that their relationship under this Contract, in particular their respective rights and duties, shall be governed by the FIBA Agent Regulations as amended from time to time. In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

3. Compensation

3.1 For the management services to be provided according to clause 1.2.1 above, the Player [or: Club] shall pay to the Agent a monthly amount of _____, due and payable on the last day of each month subject to the provision of a proper invoice.

3.2 For the placement services to be provided according to clause 1.2.2 above, the Player [or: Club] agrees to pay to the Agent, for any contract procured by the Agent and signed by the Player, a commission of ___% of the Player's base net salary for ___ year(s) under such contract [not to exceed 10% of the total value of the respective contract, subject to more stringent limitations that the applicable law may impose]. Such commission shall become due and payable as follows, subject to the provision of a proper invoice: _____ [it is recommended to agree on instalments that allow the player to pay the commission from his or her salaries under the respective contract]

3.3 The remuneration stipulated in clauses 3.1 and 3.2 above shall be the entire compensation for all the services to be provided by the Agent according to this Contract. The Agent shall not be entitled to reimbursement of any expenses unless otherwise agreed in writing.

3.4 All amounts stipulated in clauses 3.1 and 3.2 above are net of any applicable taxes, in particular VAT, which the Player may need to pay in addition to the net amounts.

[Of course, different remuneration schemes are possible. However, it is recommended to agree on separate remuneration components for management services, which are to be provided on a constant basis, and placement services, which are provided only when the Player seeks to sign a new employment contract].

3.5 The Player may agree in writing with a third party that it pays the remuneration under clauses 3.1 and/or 3.2 above to the Agent on the Player's behalf. However, for all legal and fiscal purposes, the Player remains directly liable vis-à-vis the Agent until the remuneration is paid in full. [For the avoidance of doubt, if the Player's club agrees to pay the Agent on the Player's behalf, in most jurisdictions this will mean that such payment by the club is to be taxed by the Player as part of the Player's salary, and that the Agent will need to issue an invoice to the Player over the respective amount, together with VAT if applicable]

4. Term and Termination

This Contract shall begin on the day of signature hereof by both parties and shall expire on _____ [duration not to exceed two years] unless renewed by written agreement between the

parties. Each party shall have the right to terminate this contract at will with 30 days' written notice.

5. Entire Agreement

This Contract is the entire agreement between the parties in relation to its subject-matter. Any amendments and/or additions to this Contract shall be made in writing; the foregoing shall also apply to any amendment to this clause 5.

6. Confidentiality

The parties agree to keep confidential the contents of this Contract and any matters related thereto. However, any duties of disclosure under the FIBA Agent Regulations or the applicable law remain unaffected.

7. Arbitration

Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of parties' domicile. The language of arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.

Date _____

Place _____

The Agent _____

The Player [or: For the Club] _____

* Disclaimer:

Parties that use this master agreement acknowledge that it cannot and does not take account of legal requirements of the country/countries whose laws may be applicable to this Contract. ***Inter alia, parties may need to add a section on data protection, which may need to cover the Agent's duty to mention the Player's name in the Agent's list of clients on FIBA's website.***

Moreover, parties that use this master agreement acknowledge that it cannot and does not take into account any individual agreement the parties may have reached. The master agreement is thus only a summary of items to be regulated by the parties. FIBA does not take any responsibility whatsoever in connection with the master agreement.

APPENDIX 2: SUGGESTED MAIN POINTS – CLUB AND PLAYER CONTRACT

1. Parties
 - Name/address of player, date of birth, nationality
 - Name/address of club, legal representative
2. Basic Regulations to be referenced in the Contract. The following form an integral part of the contract:
 - Statutes and regulations of the club
 - Statutes and regulations of the league
 - FIBA General Statutes and Internal Regulations
 - Regulations of the FIBA Zone
 - Statutes and regulations of the National Member Federation
 - Mandatory standard form agreements of National Member Federations should be observed
 - To use only the services of a FIBA licensed Player's Agent in the context of signing the Contract.
3. Player Obligations
 - To provide best services and show loyalty to the club.
 - Participating in all club games and practice, training sessions. To provide club with prompt notice of any injury etc.
 - To use only the services of a FIBA licensed Player's Agent in the context of signing the Contract.
4. Club's Duties
- 4.1 Salary:
 - Payment dates? Bank accounts? Instalments?
 - Bonuses? Fringe benefits? Including/excluding tax?
 - Social security, health insurance?
- 4.2 Vacation
- 4.3 Release for national team (cf. articles 3-33 to 3-49 of the FIBA Internal Regulations)
5. Term Duration
 - Start date (under conditions? i.e. letter of clearance etc.)
 - Early termination only for important reasons, (e.g. for the club in case of doping violation, for player in case of non-payment)
 - Extension of the contract (option rights)
6. Image Rights and Promotional activities
 - Agreement by player to allow the taking of pictures for media etc.
 - Participating in promotional activities of the team
7. Agent's Commission
 - Which amount? Based on net salary? Including or not including bonuses and fringe benefits?
 - Who pays (reminder: the debtor must be the agent's client, whereas the payor may be a third party if so agreed in writing)?

- Agent's Commission in case of early termination, extension or renewal of the Contract?

8. Dispute Resolution/Applicable Law
Basketball Arbitral Tribunal (BAT), ex aequo et bono?
9. Miscellaneous
Entire agreement (Annexes?)
Amendments in writing only
If a provision is held invalid, no effect on any other provision

Date/Signatures

**** Disclaimer:*** The above is not an exhaustive list but is designed to serve as an indication of items to be covered in a player contract. ***FIBA does not take any responsibility whatsoever in connection with this list of items.***