



**FIBA**

We Are Basketball



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In case of discrepancy between the English and the French versions, the English text prevails.

For the latest update of these Internal Regulations, please refer to [www.fiba.com](http://www.fiba.com).



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## INTERNAL REGULATIONS 2010 – BOOK 3

[These Internal Regulations are divided into four volumes, Books 1 to 4. Referencing and cross-referencing are done by inserting the Book Number first (eg 1) followed by the relevant article (eg 213); article 1-213].

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## BOOK 3 – PLAYERS AND OFFICIALS

### CHAPTER I. - ELIGIBILITY AND NATIONAL STATUS OF PLAYERS

#### ELIGIBILITY OF PLAYERS

1. To be entitled to participate in FIBA competitions, a player must observe the General Statutes and Internal Regulations of FIBA.
2. The national member federation is responsible for the eligibility of its players at all times and will bear the consequences of any infractions of the Regulations governing Eligibility, National Status, International Transfer, and Age of Players.
3. All players who participate in Competitions of FIBA and/or those of its national member federations must:
  - a. Respect the Code of Conduct and Fair Play and act accordingly at all times on and off the court;
  - b. Refrain from using substances and methods prohibited by the regulations of FIBA and those of the International Olympic Committee (IOC) and World Anti-Doping Agency (WADA);
  - c. Agree to submit at any time to medical tests and controls, particularly doping controls, carried out in compliance with the regulations of FIBA, the International Olympic Committee, and WADA.
4. A national member federation or FIBA is authorised to deny participation in Competitions of FIBA to players who do not respect the provisions provided for in article 3-3 above. Permission to play may be refused also to any player who does not provide the entry form, as required for Competitions of FIBA, in which he agrees to accept inter alia:
  - a. The conditions in force for doping control.
  - b. The jurisdiction of the Court of Arbitration for Sport, Lausanne, to the exclusion of any recourse to ordinary courts, in the event of a dispute with FIBA which cannot be settled within FIBA.
5. Players in breach of the principles set out in article 3-3 may not be eligible to participate in the Competitions of FIBA – see articles 1-142 to 1-151.
6. Player contracts shall have a maximum duration of four (4) years. It is recommended that the parties to a player contract state their agreement in writing.
7. Players who participate in professional leagues must be registered with organisations which are affiliated to a national member federation; otherwise they will not be able to participate in the Competitions of FIBA.

8. No financial remuneration for the performance of a player or a team is permitted during the Olympic Games.
9. It is within the spirit of all FIBA Regulations that players make themselves available for competitions of both their club and their national team. The national member federations are encouraged to enact regulations securing the participation of all players under their jurisdiction in their respective national teams. (see articles 3-78 to 3-96)

## **NATIONAL STATUS OF PLAYERS**

### **General Principles**

10. These regulations apply to all Competitions of FIBA. They apply at national team level and at international club level.
11. These Regulations apply to both genders.
12. If necessary for reasons of mandatory international law, the Zones are authorised to draw up specific regulations applicable to club competitions within the Zone in question. Such regulations are subject to the prior approval of the FIBA Central Board prior to their implementation.

### **Proof of Legal Nationality**

13. FIBA may ask that evidence be provided to verify the legal nationality (or nationalities) of any player by requesting any documents it deems appropriate.
14. Proof of legal nationality of a country by itself does not constitute sufficient evidence to guarantee a player's right to play as a national for the national team of that country – see article 3-15.

### **National Teams**

15. In order to play for the national team of a country, a player must hold the legal nationality of that country, and have fulfilled also the conditions of eligibility according to the FIBA Internal Regulations.

### **Players with Two or More Nationalities**

16. Any player with two legal nationalities or more, by birth or by naturalisation, may choose at any age the national team for which he wishes to play. Any such choice must be made in a written declaration to FIBA. This provision applies also to any player having acquired legal nationality by birth, or having the right to acquire a second nationality at birth, but who does not lay claim to this right until a given time in the future.  
[Note: for exceptions see articles 3-20 and 3-21].





17. However, if a player having two (2) or more nationalities is summoned by a national member federation after reaching the age of eighteen (18), he is obliged to choose for which national team he wishes to play. If he has declined the summons, the player may choose only the national team of the other country/one of the other countries, unless he declares, in writing, within fifteen (15) days of receiving the summons that he has chosen the country that summoned him first.  
[Note: for exception see article 3-23].
18. Any player having played in a main official competition of FIBA for a national team for which he is eligible is considered as having chosen the national team of that country, with the exception of cases provided for under articles 3-23 and 3-34.
19. Choices made under articles 3-16, 3-17, and 3-18 are irrevocable.
20. A player who has transferred as a young player according to article 3-52 may not choose until he has reached the age of twenty-one (21) the national team of any country other than the country from which he transferred.
21.
  - a. A national team participating in a Competition of FIBA may have only one player on its team who has acquired the legal nationality of that country by naturalisation or by any other means after having reached the age of sixteen (16). This provision applies also to any player having the right to acquire a second nationality at birth but who did not lay claim to this right until after having reached the age of sixteen (16).
  - b. For purposes of letter (a) above and in the event of doubts, any player claiming to have acquired a legal nationality before having reached the age of sixteen (16), without presenting the respective passport with a date of issue before the player's sixteenth birthday, requires a decision by the Secretary General confirming that he does not fall under the restriction of letter (a) above. In taking this decision the Secretary General shall take into account the following criteria:
    - the number of years during which the player has lived in the country, for the national team of which he wishes to play;
    - the number of seasons during which the player has participated in domestic competitions in the country of the national team for which he wishes to play;
    - any other criteria capable of establishing a significant link between the player and the country, for the national team of which he wishes to play.
22. A player who has played in a main official competition (see article 2-1) of FIBA before reaching his seventeenth (17) birthday may play for a national team of another country if both national member federations agree; in the absence of an agreement the Secretary General decides.
23. A player who has played in a main official competition of FIBA (see article 2-1) after having reached his seventeenth (17) birthday may not play for a national team of another country.  
However, in exceptional circumstances the Secretary General may authorise such a player to play for the national team of his country of origin if he is ineligible to play for such country according to this article 3-23 and if this is in the interest of the development

of basketball in this country. An administrative fee as stipulated in article **3-305** and decided by the Secretary General is payable to FIBA.

24. For any player who has two or more legal nationalities by birth or by naturalisation, the national member federation for which the player wishes to play must obtain written certification from the national member federation of the country(-ies) corresponding to the player's other nationality(-ies), in which it is stated that he has not taken part in a main official competition of FIBA as a member of its national team.  
If the request for this certification remains unanswered, FIBA may issue provisional authorisation to the national member federation making the request. After a period of one year, this authorisation shall be considered final.

### **Special Provisions for Players from Dependent Territories**

25. In order to represent the territory in the Competitions of FIBA or in other international competitions organised within their Zones, subject to other following provisions, a player must fulfill the following conditions:
- a. Have the legal nationality of the country on which the territory is dependent (the "main territory"); and
  - b. Have:
    - i. been born in the dependent territory; or
    - ii. been born in the main territory of at least one parent born in the dependent territory; or
    - iii. been born of parents both of whom were born in the dependent territory, regardless of the place of birth of the player; or
    - iv. at least one grandparent who was born in the dependent territory, regardless of the place of birth of the player.
  - c. Be able to demonstrate traditional or customary residency in the territory.
26. A player who does not satisfy the provisions of article **3-25** but obtains the legal nationality of the main territory and can demonstrate permanent residency of the dependent territory for at least four (4) years is eligible to represent the dependent territory, subject to the following:
- a. If the player obtains the legal nationality of the main territory before reaching the age of sixteen (16) years, he will be eligible to represent the dependent territory without restriction (see article **3-21**).
  - b. If the player obtains the legal nationality of the main territory after the age of sixteen (16) years, then he will be considered in the same way as a naturalised player and the provisions of article **3-21** are in effect.
27. Articles **3-21**, **3-22**, and **3-23** apply mutatis mutandis.

### **Club Teams**

28. For the international club competitions of FIBA, the composition of the teams is not subject to any limitation concerning the legal nationality of the players. However, each national member federation and FIBA Zone may establish more restrictive regulations. Where the



duration of a tournament does not exceed fifteen (15) days, the governing body of that competition may establish more restrictive regulations also.

## DECISIONS

29. Unless provided otherwise, all decisions regarding the eligibility and the national status of players are taken by the FIBA Legal Commission acting through the Secretary General. With respect to Zone championships, the respective FIBA Zone Secretary General will decide, with the exception of articles 3-23 and 3-34. Any such decision by a FIBA Zone shall be communicated immediately to FIBA but at the latest fourteen (14) days before the beginning of the competition in which the player is supposed to play.
30. The Secretary General of FIBA shall be authorised to review and set aside any such decision if he believes that the decision is contrary to the spirit and intent of the FIBA Internal Regulations and the established general policy of FIBA. Any decision by the Secretary General of FIBA to set aside a decision of a Zone must be made within seven (7) days of the communication as per article 3-29 above.

## SANCTIONS

31. Where there are violations of the provisions contained in these articles and, in particular, where national member federations, clubs, or other organisations are involved in the manipulation, no matter whether legal or not under the domestic legislation, of the legal status of players, administrative and disciplinary penalties shall be imposed in the first instance by the Secretary General of FIBA.
32. Such penalties shall have immediate effect and be in accordance with the Basic Principles of Sanctions provided for in Book 1, Chapter VI of these Internal Regulations.
33. Appeals are governed according to these Internal Regulations (see Book 1, Chapter VII).

## MARGINAL CASES

34. Decisions on marginal cases are the responsibility of the Secretary General following consultation with the Chairman of the FIBA Legal Commission.  
The same shall apply with respect to refugees enjoying asylum rights and displaced persons (UN Conventions).  
In certain cases, FIBA nationality may be granted to a player.

## APPEALS

35. An appeal against decisions made under the foregoing provisions shall be submitted to the FIBA Appeals' Panel in accordance with the Regulations governing Appeals (see Book 1, Chapter VII).
36. If and when an appeal hearing is organised under these Regulations involving member federations, clubs or players, FIBA shall be authorised to make the organisation of such hearing dependent upon the parties paying to FIBA reasonable administrative costs.



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## **CHAPTER II. - INTERNATIONAL TRANSFER OF PLAYERS**

### **APPLICATION OF THESE REGULATIONS**

37. All decisions related to an international transfer shall be made by FIBA.
38. All decisions related to a special agreement according to article 3-40 below shall be the exclusive competence of the Secretary General.

### **GENERAL PRINCIPLES**

39. Any basketball player shall have the right to play basketball in any country in the world, within the limits established by the General Statutes and Internal Regulations of FIBA and the eligibility regulations of the respective member federation.
40. These regulations governing international transfer apply in their entirety to all member federations. However, in exceptional circumstances, FIBA may reach a special agreement with a national member federation or one of its member organisations.
41. For national transfers, member federations are invited to draw on these Internal Regulations and to establish their own regulations governing the transfer of players in the spirit of the FIBA Regulations.

### **LETTER OF CLEARANCE**

42. A letter of clearance must be obtained from the national member federation where a player was last licensed before he can be licensed by another member federation. A copy of each letter of clearance must be sent (also by email) to FIBA. This document certifies that the player concerned is free to be licensed by another member federation.
43. A letter of clearance may not be issued to more than one national member federation at any one time. Sanctions may be imposed on a national member federation in the event of misleading practices and/or procedures.
44. The letter of clearance may not be limiting or conditional.  
If applicable, the letter of clearance must mention any sanctions applied under the auspices of the national member federation that may be in force against the player. Such mention shall include the unexpired period of suspension from playing, the unpaid amount of a monetary fine which is part of the sanction applied by the national member federation, or the unexpired portion of any other sanction.  
FIBA must be informed when a letter of clearance is issued where there is an outstanding sanction.
45. The national member federation requesting a letter of clearance must indicate the name, nationality and license number of the FIBA player's agent(s) involved in the transfer, where applicable. This obligation is also valid for the national member federation receiving a request for a letter of clearance.



46. The only reason for which a national member federation may refuse to grant the request for a letter of clearance is if the player is under contract to play for his club beyond the scheduled transfer date. See article 3-76.  
A letter of clearance may not be delayed or refused because of a monetary dispute between a club and a player.
47. The national member federation may charge a maximum administrative fee as stipulated in article 3-305 for the transfer of a player under its jurisdiction to another member federation.
48. All the provisions of these Letter of Clearance Regulations apply to any player licensed by a national member federation who wishes to apply for an international transfer, irrespective of whether the player is a national or foreign player.
49. Failure to comply with the above requirements may lead to sanctions as per article 3-303.

## **AGE LIMIT/YOUNG PLAYERS**

50. International transfer is not permitted before a player's eighteenth (18) birthday, except in special cases as decided by the Secretary General after examination of the matter with the member federations and, if necessary, with the clubs and the player concerned.

### **Young Players - Special Cases**

51. If the proposed transfer is not linked to basketball, the transfer may be authorised.
52. If the proposed transfer is linked to basketball, the following criteria shall be taken into account when making the decision on the authorisation of the transfer:
  - a. The player's new club shall guarantee adequate academic and/or school and/or vocational training which prepares him for a career after his career as a professional player.
  - b. The new club shall provide appropriate basketball training in order to develop and/or further the player's career as a professional player.
  - c. The new club shall demonstrate that it conducts an appropriate training programme for young players of the nationality of the club's home country.
  - d. The new club shall make a contribution to a Solidarity Fund established by FIBA to support the development of young players.
  - e. The young player, his parents, the new club, and the new national member federation shall declare in writing that, until his eighteenth (18) birthday, the player will make himself available for his home country's national team and, if necessary, for the preparation time as well as for training camps provided that they do not interfere with school activities.
  - f. The transfer does not disrupt the player's schooling.
53. Not more than five (5) outward transfers of players under the age of eighteen (18) can be approved in any one year from any one national member federation; similarly, not more than ten (10) such transfers inward can be approved for any one national member federation.

These restrictions relate only to transfers linked to basketball, apply separately to male and female players and shall be based on the order in which transfer requests were received by FIBA. National member federations have the right to withdraw a transfer request for a young player before FIBA issues a decision on the matter.

54. In transfer cases linked to basketball where the player lives close to the border, as determined by FIBA on a case by case basis, FIBA may waive the contribution to the Solidarity Fund and not include such transfers in the total inward/outward number of transfers of the national member federations involved. Any subsequent national transfer of the player before his eighteenth (18) birthday, requires approval by FIBA and shall be included in the inward/outward number of transfers.
55. Where the transfer has been approved under article **3-52** the new club and the club of origin shall agree on a compensation for the development of the young player. In case they are unable to agree on such compensation the Secretary General shall fix a reasonable compensation. Such compensation shall be based primarily, but not solely, on the investments made by the club(s) that have contributed to the development of the player and shall take into account the aspects as per article **3-52**.
56. At or after the player's eighteenth (18) birthday, the club of origin, i.e. the club or other organisation for which he is licensed at his eighteenth (18) birthday (the "club of origin"), has the right to sign the first contract with the young player.
57. Such contract shall be in written form and respect the laws of the country and of the federation of origin. It shall have a minimum duration of one (1) year and a maximum duration of four (4) years. A copy of such contract shall be submitted to the Secretary General who shall keep it on a confidential basis.
58. Should the player refuse to sign such contract and elect to move to a new club in another country, the two clubs shall agree on a compensation sum to be paid as per article **3-62** and inform FIBA.
59. In the event that the clubs are unable to agree on the compensation within four (4) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation, either club has the right to request that the compensation be determined by FIBA. Such request has to be made in writing within six (6) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation.
60. The decision as per article **3-59** shall be taken by the Secretary General who may hear the two clubs and/or federations involved and/or the player if he deems it appropriate.
61. The player shall not be allowed to play for his new club until the compensation agreed upon by the two clubs (article **3-58**) or determined by the Secretary General (articles **3-59** and **3-60**) has been paid as per article **3-62**. In the event that an appeal is filed against the decision of the Secretary General, the player shall be allowed to play for his new club as soon as the sum of compensation determined by the Secretary General has been paid into an account of FIBA or the FIBA Zone where it will be held in escrow until the decision on the compensation is final.



62. The compensation sum shall be based primarily, but not solely, on the investments made by the club(s) that have contributed to the development of the player. It shall be paid to the national member federation of origin which will decide on how to re-distribute the compensation sum among the clubs that have contributed to the development of the player according to specific provisions that the national member federation has officially adopted. Such provisions shall be drafted in a way to respect the principle of protection of clubs forming young players.  
FIBA is to be informed of the compensation in all cases where compensation is agreed.
63. Upon expiration of the contract as per article 3-57 above, the player is free to move where he wishes without any compensation being due.
64. Member federations are invited to prepare similar regulations for their internal, i.e. national, transfer systems.
65. Unless provided otherwise, any decision related to articles 3-50 to 3-64 shall be the competence of the Secretary General.

## **LICENSE RESTRICTIONS**

66. A player may not be licensed by more than one national member federation at the same time.
67. A player may not have more than one FIBA Foreign Player License at the same time. A FIBA Foreign Player License is issued for the duration of the national and international competitions in which the player's club is currently participating, unless the player is transferred in accordance with these regulations prior to the completion of the competitions.
68. All licenses held by the player become automatically null and void when the license is revoked by the issuing authority.
69. FIBA Zones may set a deadline to apply during the club competition season after which time a license will no longer be authorised.
70. In the event that FIBA has imposed a sanction on a player in accordance with article 3-300c. and as long as the sanction is in place, the said player cannot be licensed with any national member federation other than the one with which he is licensed at the time the ban is imposed.
71. In the event that FIBA has imposed a sanction on a club in accordance with article 3-300d. and as long as the sanction is in place, only players licensed with the said club's national federation at the time the ban is imposed can be transferred to that club.

## **TRANSFER PROCEDURE - DUTIES OF MEMBER FEDERATIONS**

72. Whenever a national member federation receives a request for a license for any player who was licensed previously by another national federation, before granting such a

license in accordance with its own regulations, it must obtain a letter of clearance on behalf of the player concerned. (Exception: players from academic institutions, see articles 3-113 and 3-114).

73. The national member federation may not grant the license until it has obtained the letter of clearance from the national member federation of the country where the player was last licensed or from FIBA in terms of article 3-77.

### **Deadline for Response**

74. A request for a letter of clearance shall be sent by one of the following methods:
- a. Registered mail with recorded delivery;
  - b. Email;
  - c. Telefax (with confirmation of receipt);
  - d. Express courier with recorded delivery; or
  - e. Delivery by hand (with confirmation of receipt).
75. The national member federation receiving a request for a letter of clearance must reply within seven (7) days following receipt of the request. It shall either grant or refuse the letter of clearance, and shall indicate whether the player in question was in fact licensed in the national member federation receiving the request for the letter of clearance. It shall also indicate the name, nationality and license number of the FIBA player's agent(s) involved in the transfer, where applicable.
76. If the national member federation refuses the request for the letter of clearance in terms of article 3-46 above, this national member federation shall notify the party requesting clearance and FIBA immediately. The refusal shall be accompanied by a copy of the valid contract in question duly dated and signed by the parties involved. A certified English or French translation of this contract shall be attached.
77. If there is no response within the seven (7) day period, the requesting national member federation shall immediately notify FIBA. This communication must be accompanied by a copy of the first letter requesting clearance addressed to the national member federation concerned and a copy of the passport of the player in question. FIBA will authorise the granting of the license without a letter of clearance, unless there are exceptional circumstances as approved by the Secretary General (however, see articles 3-50 to 65 regarding the transfer of players under eighteen [18] years of age).

## **PLAYERS' AVAILABILITY TO PLAY FOR A NATIONAL TEAM**

### **General Principles (see also articles 3-1 to 3-9)**

78. Any club which signs a contract with a player is obliged to release that player when he is summoned by a national member federation to play for its national team in any age category in a main official competition of FIBA.





79. Any player registered with a club is obliged to reply in the affirmative when summoned to play for his national team.
80. Upon an international transfer, each national member federation must guarantee to FIBA its responsibility in ensuring that this provision is applied by the clubs.
81. Any special agreement reached by FIBA in accordance with article 3-40 of the Regulations governing the International Transfer of Players shall remain unaffected.

### **Procedure for Calling a National Team Player**

82. A player's availability must be requested by the national member federation concerned in a communication to the national member federation or club with which the player is registered at least thirty (30) days before the first day of the game(s). The request must be sent by one of those methods listed in article 3-74.
83. The player should be available at least for the duration of the competition or for each individual competition day, as well as for a preparation time of:
  - a. Seventy-two (72) hours for qualifying games;
  - b. Fourteen (14) days for a tournament in a main official competition.
84. The member federations concerned may agree on a shorter period of preparation. However, the player must under all circumstances arrive forty-eight (48) hours before the beginning of the first game and be released to return to his club within twenty-four (24) hours of the end of the game(s).
85. If the national team competition is outside the club competition season, the above deadlines do not apply and shall be determined by the requesting national member federation in a reasonable way.
86. A player who claims when summoned that he has an injury or illness, and that he is unable to play must, if the requesting national member federation so wishes, undergo a medical examination by a doctor chosen by the requesting national member federation.

### **Financial Considerations Involving Players Called for National Team Duty**

87. A club having entered into an agreement with a player is obliged to release the player to the requesting national member federation, without any financial indemnity for the period provided for in article 3-83 above.
88. The requesting national member federation must assume the player's travel expenses.
89. The club to which the player is under contract is responsible for covering the player's insurance costs in the case of injury or illness whilst on release from the club and, particularly in the event of injury, during the game(s) to which he is summoned.

### **Sanctions**

90. If a player licensed with a club is called to play on his national team for one of the main official competitions of FIBA and this player refuses to play for his national team for



whatever reason (including injury or illness), he may not play for the club with which he is licensed for the entire duration of the training period and the competition. Restriction from playing for his club will be increased by thirty (30) days if the player's refusal to play is not manifestly due to illness or injury.

If the period of application of the thirty (30) day sanction falls outside the national championship season, it is carried over to the following season.

91. If a club refuses to release a player, the club is liable to:
  - a. A fine as stipulated in article **3-303**; and/or
  - b. A suspension.
92. If a club allows a player to play during the period provided for in article **3-90**, this club is liable to:
  - a. A fine as stipulated in article **3-303**; and/or
  - b. A suspension; and/or
  - c. A default of zero: twenty (0:20) for all games played with the player during the said period, unless the club loses by more than twenty (20), in which case the result stands.
93. Should a national member federation act against the spirit and/or the letter of this rule, this national member federation is liable to:
  - a. A fine as stipulated in article **3-303** and/or
  - b. A suspension.
94. The decisions as per articles **3-91**, **3-92** and **3-93** above shall be taken by the Secretary General. The decisions shall be subject to appeal.
95. Should a club be sanctioned in accordance with articles **3-91** and/or **3-92** the national member federation of this club is responsible for enforcing those sanctions.
96. In the event that a club fails to settle its debts with the FIBA Zone, that Zone shall be authorised to collect these debts from the national member federation to which the club is affiliated.

## DISPUTES

97. All disputes arising from a refusal to issue a letter of clearance shall be decided within seven (7) days of the point in time when the dispute has arisen by the Secretary General of FIBA with the possibility of appeal (see article **3-112**).  
The foregoing shall apply mutatis mutandis in the event of a dispute regarding the question to which national member federation a player transfers.

## BILATERAL AGREEMENTS

98. National member federations may establish bilateral agreements regarding the transfer of players between clubs of the two countries involved, with provisions to regulate such transfers to the satisfaction of all concerned. Such agreements must be approved by the Secretary General of FIBA before being implemented.



## ILLEGAL TRANSFERS

99. Any international transfer having taken place without a letter of clearance is invalid and, in this event, a national member federation issuing a license will be liable to a fine in accordance with article 3-110 of these Regulations.
100. Any international transfer carried out in accordance with the procedures set out in these regulations, but having taken place after an illegal transfer, is null and void, other than in exceptional cases upon the decision of the Secretary General.

## CHAPTER III. - REGISTRATION OF PLAYERS AND FIBA PLAYER LICENSES

### REGISTRATION

101. Member federations must register all foreign players in their country. Additionally, they must annually:
  - a. Obtain a Foreign Player "A" License from the FIBA Zone for those players participating in the 1st and 2nd divisions of the national championship. After the national member federations have registered players for their respective national championship, they have a period of ten (10) days within which the documents required to obtain an "A" License must arrive at the FIBA Zone.  
A failure to abide by this deadline will incur an administrative fine as stipulated in article 3-303.
  - b. Obtain a FIBA Player "B" License from FIBA for those players participating in official cups and tournaments of FIBA.
  - c. Register with the Secretariat of the competent Zone a list indicating full name, nationality by birth, current nationality and club's name for each foreign player having reached the age of eighteen (18) and participating in the 3rd and 4th divisions.

### PROCEDURE

102. FIBA authorises the Zones to issue "A" and "B" licenses within their respective Zones.
103. To obtain a Foreign Player "A" License from the FIBA Zone, each national member federation must submit the following documents to its Zone Secretariat:
  - a. List of its foreign players' names;
  - b. Registration form for each foreign player;
  - c. Letter of clearance or statement for players from academic institutions;
  - d. Photocopy of the player's passport showing the bearer's full name (and, if applicable, his former name[s]), date and place of birth, legal nationality and date of expiry;
  - e. A recent passport-compliant photograph of the player.



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104. To obtain a FIBA Player "B" License from the FIBA Zone, the provisions established by the relevant Zone shall apply.
105. Prior to the start of each season, each Zone shall establish a deadline for the registration of foreign players under its jurisdiction.

## **FINANCIAL PROVISIONS**

106. FIBA, or the issuing Zone acting on FIBA's behalf, may charge a participation fee for each foreign player in one of two categories as follows:
  - a. Participation fee "A" - First and second divisions of national championships (see article 3-305 for the fee payable).
  - b. Participation fee "B" - Official cups and tournaments of FIBA (see article 3-305 for the fee payable).
107. A player who has obtained a Foreign Player "B" License does not need a separate "A" license, provided that he continues to play for the club for which the "B" license was issued.
108. With regard to participation fee "A", the Secretary General of the issuing Zone may, in special cases, apply a fee lower than that stipulated in 3-305 for a limited period.

## **DISPUTES**

109. All disputes and cases arising from these regulations remain under the exclusive jurisdiction of the Secretary General of FIBA.

## **SANCTIONS**

110. A fine as stipulated in article 3-303 may be imposed by FIBA should a national member federation fail to submit to the Secretariat of its Zone the list of foreign players with the necessary information and documentation by the given deadlines, or otherwise fail to observe the Regulations governing the International Transfer of Players.

## **COSTS**

111. If and when a hearing is organised in connection with a dispute under these Regulations involving national member federations, clubs or players, FIBA may make the organisation of such hearing dependent upon the parties paying to FIBA reasonable administrative costs.

## **APPEAL**

112. Any appeal against decisions relating to these regulations, no matter whether these decisions have been made by FIBA or a FIBA Zone, shall lie with the FIBA Appeals' Panel according to the Regulations governing Appeals (see Book 1, Chapter VII).



## ACADEMIC INSTITUTION PLAYERS

- 113. If a player, after having played for a club affiliated to a FIBA member (FIBA club) plays for an academic institution and/or another organisation which does not recognise the FIBA Regulations governing the International Transfer of Players, and subsequently returns to a FIBA club, he is then considered as having transferred from a FIBA club to a FIBA club (in other words, his playing activities during his stay at the academic institution, or another organisation, will be disregarded).
- 114. A player who has not played for a FIBA club before playing for an academic institution and/or another organisation and who wants to play for a FIBA club for the first time does not need a letter of clearance: he is eligible to play as soon as he has presented a written declaration to the national member federation concerned, stating that he has never played for a FIBA club.

## AGE OF PLAYERS

(Refer to Book 1, Chapter I for Definitions)

## ESTABLISHING AGE LIMIT

- 115. To establish the date of birth corresponding to the age limit for an age group, the following procedure is used: the age limit given in the definition must be subtracted from the year in which a competition takes place with the understanding that this year begins on 1st January. As an example, the age limit for U-19 in a competition in 2013 shall be: 2013-19 = 1994. Any player born on 1st January 1994 or after this date will be entitled to participate in a competition for U-19 in 2013.

Age limits for participation in competitions for U-19, U-17

<b>Born in</b>	92	93	94	95	96	97	98	99
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<b>U-19</b>								
2011	W							
2012	Z							
2013	W							
2014	Z							
2015	W							

<b>U-17</b>								
2011	Z							
2012	W							
2013	Z							
2014	W							
2015	Z							

## FIBA IDENTITY CARD

116. A personal FIBA Identity Card must be presented on behalf of each player for the respective FIBA competitions for the given age group.
117. The Identity Card is valid indefinitely, but three (3) colour passport-sized photographs no more than three (3) months old must be supplied at a competition when the photograph on the Identity Card no longer bears a likeness to the holder.

## LIST OF PLAYERS

118. A blank list is sent to the national member federations about eight (8) months before the beginning of the competition. The list has space for twenty-four (24) names.  
In selecting a team for a Competition of FIBA in one of the age groups mentioned above, a national member federation shall fill in the List of Players.
119. The list must be returned to the FIBA Secretariat two (2) months before the competition is due to start, together with the necessary documents required to prove eligibility for all the players on the list (see article 3-120 for exceptions). Failure to meet this deadline shall result in financial penalties being imposed by FIBA (as stipulated in article 3-303).  
The List of Players must be completed for:
  - a. All age categories from U-17 upwards.
  - b. For all phases of competition: Qualifying Round, Semi-Final Round, and Final Round.
120. Changes may be made to the List of Players before the given deadline provided that they are accompanied by any documents which may be required to prove eligibility. This list is considered final as of the given deadline, except that changes may be made after the deadline in exceptional circumstances only and the national member federation involved will attract a fine as stipulated in article 3-303.
121. No registration and no additional documents will be accepted later than seven (7) days prior to the beginning of the competition.  
Under no circumstances shall any additional player(s) be added or replaced to/from the List of Players after the deadline of seven (7) days prior to the beginning of the competition.
122. Each national member federation must declare the final twelve (12) players of its choice at the latest at the meeting of the teams held with the Technical Committee prior to the beginning of the championship. Article 3-21 applies.
123. In the event of doubts on the national status of players for Zone Championships, the FIBA Zones will request a ruling by FIBA (see also article 3-29) before the deadline set in article 3-121.

## DOCUMENTS REQUIRED TO PROVE ELIGIBILITY

124. The List of Players must be accompanied by any documents which may be necessary to prove eligibility for each player;



- a. A certified copy of the original of the birth certificate;
- b. A certified copy of passport; and
- c. Three (3) colour passport-size photographs no more than three (3) months old;
- d. The Entry Form duly completed.

Exception: If the player is already in possession of a FIBA Identity Card, the card number should be indicated on the List.

## RESPONSIBILITY OF NATIONAL MEMBER FEDERATIONS

125. The national member federation is responsible at all times for the eligibility of its players noted on the List of Players.
126. Upon discovery that a player has played in an official FIBA competition without being eligible, FIBA will initiate inquiry to establish the player's eligibility according to these Regulations.
127. The national member federation will bear the administrative costs of the inquiry provided for in 3-126 and will be liable to a fine as stipulated in article 3-303 and/or a suspension in accordance with the procedure established in articles 1-126 to 1-136.
128. In exceptional cases, the Secretary General (after consultation with the Chairman of the Legal Commission) may authorise a player to play under the status he had before the irregularity was discovered.

## IDENTITY AND AGE VERIFICATION

129. Before the beginning of a competition, players will be subject to identity and age verification under the supervision of the FIBA Commissioner for that competition.
130. Each player, accompanied by the person responsible for his team, shall present his currently valid individual passport or national identity card and FIBA Identity Card. If it is a newly issued Identity Card, it must be signed by the player in front of the FIBA Commissioner and the person responsible for the team. After this verification, the FIBA Commissioner shall return the FIBA Identity Cards to the person responsible for the team.

## GENERAL PROVISIONS

131. These provisions shall be valid also for any tournaments or games that are held prior to the competition proper.



## CHAPTER IV. - PLAYERS' AGENTS

132. These rules govern the activities of players' agents (hereinafter referred to as "Agent[s]") who undertake to bring about or assist in the international transfer of players or coaches (players and coaches are hereinafter also referred to as "Players").
133. Any national member federation which deems it necessary may establish its own regulations governing players' agents who deal with transfers within their own federation. Such regulations must be approved by FIBA and must respect the principles set out below with respect to agents, players, and clubs.

### GENERAL MATTERS

134. Players are entitled to use the services of an Agent to represent them or safeguard their interests in negotiations with clubs. The Agent must be in possession of a valid license issued by FIBA.
135. Clubs are entitled to use the services of Agents to represent them or safeguard their interests in negotiations with players. The Agent must be in possession of a valid license issued by FIBA.
136. Players and clubs are not permitted to use the services of a non-licensed agent.
137. Article 3-136 does not apply if an agent is licensed to practise law in the country of his permanent residence.

### GRANTING THE LICENSE

138. Any individual wishing to act as an Agent shall file an application with FIBA on the Standard Application Form provided for that purpose.
139. FIBA shall require the candidate to provide a certificate confirming that he is in good standing and, in particular, that he has no criminal record.
140. Individuals only may apply for a license. Applications from companies or organisations are not admissible, but individuals who have obtained a license are allowed to operate through a company or a similar entity, provided that the license-holder continues to be the only person responsible vis-à-vis FIBA.
141. An application may be rejected if the candidate is not in good standing, in particular if he has a criminal record or does not have a good reputation.
142. A person applying for an agent's license may not, under any circumstances, hold a position within FIBA, a Zone, a member federation, a club, or any organisation connected with such entities such as leagues or players' associations.
143. If an application for an agent's license is admissible pursuant to articles 3-141 and 3-142 above, FIBA shall invite the candidate for a personal interview and a test (see article 3-144





below), unless this requirement is waived by the Secretary General in the individual case. Persons who hold a current certificate to practice law in their country of permanent residence are not required to undertake the interview and test in order to become an accredited players' agent but they must fulfill all other requirements.

144. 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 General Statutes and Internal Regulations of FIBA, of the Zones, and of the national member federation on whose territory he is domiciled);
  - b. Generally appears capable and suitable of advising a player or club who calls on his services.
145. If the requirements of article **3-144** are not met, the application will be rejected.
146. FIBA is entitled to charge expenses and/or a fee for conducting the interview and the test. The candidate shall bear his own expenses.
147. FIBA may charge an annual fee not exceeding that stipulated in article **3-305**.
148. Within thirty (30) days after the personal interview and the test, FIBA shall inform the candidate whether the requirements under article **3-144** above have been met.
149. In order to obtain a license the approved candidate shall prove to FIBA that he has taken out professional liability insurance for no less than CHF 250,000 with an insurance company acceptable to FIBA.
150. If the requirements under articles **3-144** and **3-149** have been met, FIBA shall issue a license to the approved candidate and shall inform the respective Zone accordingly. The license shall be strictly personal and non-transferable.
151. If the national member federation of the country in which the candidate is domiciled enacts or has enacted regulations governing the activities of players' agents, then the Agent shall prove to FIBA that he is the holder of a valid license issued by that federation, provided that the regulations of the national federation have been approved by FIBA in terms of article **3-133**.
152. FIBA shall publicise on its website a list of licensed Agents and their clients (clubs and players), and shall update this information regularly.

## KEEPING THE LICENSE CURRENT

153. Beginning at the end of the year in which the Agent's license has been issued, an Agent shall attend every two years a seminar organised by FIBA in order to update the Agent on new developments concerning agents' activities and to verify that the requirements for the issuing of the license are still met (see article **3-150**).
154. An Agent must pay the annual fee provided for in article **3-147**.



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## RIGHTS OF AGENTS

155. Licensed Agents shall have the following rights:
  - a. To contact any player who is not or is no longer under contract with a club provided such player has not yet retained another agent (a player can be represented by one agent only at the same time);
  - b. To represent any player or club requesting him to negotiate and/or conclude a contract on his/its behalf;
  - c. To manage the affairs of any player who requests him to do so.
156. An Agent may represent a player or manage his affairs under the terms of article 3-155 above only if he has a written contract with the player in question. In his dealings for and on behalf of the player the Agent must present a written power of attorney.
157. The duration of a contract shall not exceed a period of two (2) years but may be renewed with the express agreement of both parties.

## DUTIES OF AGENTS

158. A Licensed Agent shall have the following duties:
  - a. To comply with the statutes and regulations of the member federations, Zones, and FIBA at all times;
  - b. To ensure that every transaction in which he is involved conforms with these Regulations;
  - c. To notify the name of a new client to FIBA within fourteen (14) days of signing a new contract to represent a player or club;
  - d. Never to approach a player who is under contract with a club so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract;
  - e. Never to approach a player who is under contract with another agent so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract;
  - f. To accept payment only from or on behalf of the player/club with whom/which he is contractually linked ;
  - g. Not to engage in any acts of unfair competition;
  - h. To observe the law;
  - i. To avoid any conflict of interests, in particular not to represent both sides in the same transaction;
  - j. To make use, to the extent possible, of the master agreement between agents and players (see Appendix 2 to this Book 3) as provided by FIBA;
  - k. To use his best efforts that the player/club takes into account the main points as provided by FIBA to be covered in a player contract – see Appendix 2 to this Book 3;
  - l. Never to approach a player, in particular a player under eighteen (18) years of age, during training camps and during competitions;
  - m. To request a new client to disclose any pending or threatened litigation under a previous agent contract;



- n. To inform the Player 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, and Players' Agents;
- o. To inform a new client that any obligations under a previous contract must be honoured;
- p. To represent his client in good faith and to demonstrate integrity and transparency in all of his dealings with the client. He shall inform his client of any and/or all activities undertaken on the client's behalf;
- q. To negotiate terms and conditions of offers of employment in consultation with the client and to inform the client of his obligations under the offer, such as payment of fees, performance credits, working conditions, etc.;
- r. To ensure that the Player personally signs the contract which has been negotiated on his behalf;
- s. To recognise and uphold the client's prerogative to refuse any or all employment opportunities offered;
- t. To maintain an accessible office, telephone 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 an Agent.

## SANCTIONING OF AGENTS

- 159. FIBA, through the Secretary General, shall be entitled to sanction an Agent as per article **3-161** below:
  - a. If the requirements for issuing the license under these Regulations are not/no longer met;
  - b. If the Agent fails to attend a FIBA seminar as per article **3-153** above;
  - c. If the Agent fails to pay the annual fee for his license (see article **3-147**);
  - d. If the Agent fails to provide proof to FIBA that he is the holder of a valid agent's license issued by the federation of his domicile (see article **3-151**);
  - e. If the Agent is in breach of any of his duties according to these Regulations;
  - f. For other important reasons.
- 160. The Agent has a right to be heard.
- 161. The following sanctions shall apply:
  - a. A reprimand or caution;
  - b. A fine as stipulated in article **3-303**;
  - c. Withdrawal of the license.
- 162. The sanctions may be cumulative.

## DUTY OF PLAYERS

- 163. A player may use the services of only one Agent licensed under the terms and conditions of these Regulations.



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## SANCTIONING OF PLAYERS

164. In the event that a player uses the services of an unlicensed agent or more than one agent at the same time, FIBA acting through the Secretary General is entitled to:
- a. Take this factor into account when considering the player's position in any subsequent contractual dispute;
  - b. Sanction the player as follows:
    - i. a reprimand or caution;
    - ii. a fine as stipulated in article 3-303;
    - iii. prohibit the player from obtaining national and/or international transfers.
165. The sanctions may be cumulative.

## DUTY OF CLUB

166. Any club wishing to engage the services of a player shall negotiate only with:
- a. The player himself, or
  - b. An Agent licensed under the terms and conditions of these Regulations, subject to the exception mentioned in article 3-137.

## SANCTIONING OF CLUBS

167. In the event that a club violates one or more of the provisions under article 3-166 above, FIBA acting through the Secretary General is entitled to impose the following sanctions:
- a. A reprimand or caution;
  - b. A fine as stipulated in article 3-303;
  - c. Prohibiting the club from carrying out national and/or international transfers;
  - d. Ban from all national and/or international basketball activity.
168. The sanctions may be cumulative.

## SPECIAL PROVISIONS APPLICABLE TO AGENTS

169. An Agent who terminates his activities is obliged to return his license to FIBA. If he fails to do so, the license shall be cancelled, and this fact shall be made known officially.
170. FIBA shall publish on its website the names of any Agent who has terminated his activities or had his license withdrawn.
171. The insurance policy (see article 3-149) may not be cancelled until at least six (6) months have elapsed after the termination of the Agent's activities.

## OTHER SPECIAL PROVISIONS

172. A national member federation which exercises the option of establishing its own regulations governing the activities of players' agents for domestic transfers (national



transfers) is obliged to organise a system of personal interviews similar to that provided for in these Regulations. Exceptions require FIBA's approval.

173. 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 VII).

## **CHAPTER V. - FIBA APPROVED COACHES**

### **DUTIES AND OBLIGATIONS OF MEMBER FEDERATIONS**

174. Each national member federation is obliged to have a licensing system for its coaches.
175. Each national member federation is obliged to have an accreditation system in place which grades its coaches according to national standards prescribed by the national member federations.
176. The national member federation shall inform FIBA of the names of Coaches who have been graded at the highest level, and shall inform FIBA of any changes to the list at the end of each year.

### **QUALIFYING AS FIBA APPROVED COACHES**

177. Coaches in possession of the highest grading as determined by their national member federation are entitled to the designation "FIBA Approved Coach".
178. To achieve designation of FIBA Approved Coach, a coach must first be included in the list of coaches holding the highest grading by his national member federation.
179. A Coach may be included only in the national list of the country of which he is a legal citizen. This does not affect his ability to perform the duties of a Coach in another country according to the applicable regulations of that country.
180. Each national member federation may have an unlimited number of FIBA Approved Coaches.
181. Once approved, the title of FIBA Approved Coach is valid as long as the coach remains on the list submitted to FIBA in terms of article 3-178, unless FIBA adopts additional requirements, which would require the renewed qualification of the FIBA Approved Coach.
182. A coach must be designated FIBA Approved Coach in order to be a Head Coach of a national team competing in the main official competitions of FIBA.
183. Once a coach has been issued a FIBA Approved Coach licence, he becomes automatically a member of the World Association of Basketball Coaches (WABC).

## **PROCESS ARRANGEMENTS**

184. Those persons designated FIBA Approved Coach shall submit to FIBA personal information in an Individual Coach's Information Form, one passport-sized colour photograph, and a photocopy of passport showing family name, first name, date of birth, and legal nationality.
185. An administrative fee as stipulated in article 3-305 is to be forwarded to FIBA with the Individual Coach's Information Form.
186. Once the documentation required according to articles 3-184 and 3-185 has been received, FIBA shall issue a FIBA Approved Coach license to the person involved.

# **CHAPTER VI. FIBA REFEREES, REFEREE INSTRUCTORS, REFEREE SUPERVISORS, AND COMMISSIONERS**

## **FIBA REFEREES**

### **Requirements for Qualification**

187. Each national member federation has the right to choose the candidates for the title of "FIBA Referee" from amongst its best national referees.  
A national member federation may have an unlimited number of FIBA Referees.
188. In order to obtain the title of FIBA Referee, the candidates must:
  - a. be proposed officially by their member federation;
  - b. participate in a Clinic for FIBA Referee Candidates;
  - c. pass theoretical (basketball rules), and physical fitness and practical (officiating the game) tests;
  - d. pass the English Language test.
189. Only the official tests and examinations established by the FIBA Technical Commission are valid.
190. Clinics shall be organised by the FIBA Technical Commission with the assistance of the FIBA Secretariat. They may be organised also by a Zone Technical Commission. In this event, the programme and the names of the FIBA Instructors conducting the clinic must be submitted to the FIBA Secretariat for approval.
191. The referee cannot be older than thirty-five (35) years of age when taking part in a FIBA Clinic for Referee Candidates and will not be considered FIBA Active Referee after the age of fifty (50).



### Procedure for Qualification

192. At the Clinic for FIBA Referee Candidates, the FIBA Instructors will collect the following documents from each candidate:
  - a. Individual Referee Information Form;
  - b. One (1) recent colour passport-sized photo; and
  - c. Copy of the passport showing family and first name(s), date of birth and the legal nationality.
193. These documents listed in article 3-192 will be sent within ten (10) days after the end of the clinic by the FIBA Instructors (or by the Zone Secretariat), together with the results of the clinic, to the FIBA Secretariat.
194. Upon receipt of the complete documentation, the FIBA Secretariat will inform the respective member federations (copy to the Zone Secretariat) of the results of the clinic.
195. For those who successfully passed the tests, the Secretary General will issue a FIBA Referee License which will be sent to the respective national member federation for remittance to the holder.

### License

196. The FIBA Referee License shall remain valid until the referee reaches the maximum age and for as long as his national member federation is paying the referee's annual fee. However, in order to be considered as a FIBA active Referee, each FIBA Referee must take part in an official Refresher Clinic for FIBA Referees and successfully pass the theoretical and physical fitness tests by the deadline given by FIBA Technical Commission.
197. Referees who do not attend an official Refresher Clinic for FIBA Referees or who do not pass the tests successfully will no longer be considered as FIBA active Referees. They cannot be nominated by FIBA, by their respective Zone or by their respective national member federation to any international official or friendly game(s).
198. The FIBA active Referee License grants the right of free access to all main official FIBA competitions with the exception of the Olympic Tournaments. However, the ticket request - one (1) ticket per FIBA Referee - must reach FIBA/FIBA Zone at least three (3) months before the competition.

### Fees

199. The annual fee for FIBA Referees is payable through his member federation. The actual fee is listed in article 3-305.



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### **Appointment**

200. All FIBA main and other official competitions, cups and tournaments for national and club teams shall be officiated by FIBA Referees of nationalities other than those represented by the two teams on the court.
201. For all FIBA main official competitions, except the Zone championships, the Secretary General appoints as many FIBA Referees as necessary for each respective competition. In appointing the FIBA Referees, the Secretary General shall ensure that all FIBA Zones are represented.
202. For the Zone competitions for national teams and club teams, the appropriate body of FIBA shall appoint the number of FIBA Referees necessary for the competition from the list of FIBA Referees from the Zone.
203. For official cups and tournaments recognised by FIBA, the organisers may ask the Secretary General (or Zone Secretary General) to appoint the number of FIBA Referees they consider necessary. The organisers will cover their travel and accommodation (board and lodging) expenses, as well as the officiating fees.
204. For friendly games FIBA Referees shall be appointed by the organising federation in consultation with the visiting federation. If the two federations cannot reach an agreement, they may ask the Secretary General to appoint FIBA Referees.
205. All appointments of FIBA Referees shall be sent to the national member federation of the referee for its information and acceptance. His availability must be communicated to the FIBA Secretariat by the national member federation within the given deadline.
206. FIBA or the organisers shall communicate with FIBA Referees only through their respective member federations.

### **Travel Arrangements**

207. Travel arrangements for FIBA Referees are as follows:
  - a. By train: the costs of a 1st class return ticket with sleeping accommodation (double) if travelling at night;
  - b. By car: the costs of a 1st class return train ticket;
  - c. By plane: the costs of the economy class return ticket (unless otherwise stated);
  - d. If a FIBA Referee has to purchase the ticket for his travel, reimbursement shall be in the currency of the referee's country or in any convertible currency;
  - e. Whenever possible, the organisers should send the referees pre-paid travel tickets;
  - f. The organisers are responsible for the reimbursement of any fees for visas.

### **Officiating Fees**

208. Refer to article 3-304 for the various fees.





209. For all Competitions of FIBA the organisers shall pay the officiating fee and FIBA the travelling expenses to all the referees.
210. For FIBA Youth Championships FIBA shall pay also the officiating fee for all referees.
211. For official Zone games for national teams or club teams, the appropriate Zone may adapt the officiating fee for single game in accordance with its needs.

### **Duties of FIBA Referees**

212. FIBA Referees shall wear the official FIBA uniform.
213. FIBA Referees represent FIBA on the court. They are obliged to conduct the games in accordance with the Official Basketball Rules and to respect the provisions of the FIBA Internal Regulations. They must do everything in their power to accomplish their mission in a satisfactory manner.
214. FIBA Referees shall cooperate with the organisers of competitions/ events to ensure the smooth running of the game and must make certain that the interests of the two teams on the court are in no way encroached upon.
215. If the Secretary General has appointed a FIBA Commissioner also as his delegate at a competition/event, the referee shall report to the commissioner immediately upon arrival at the venue of the game.
216. If the FIBA Commissioner is not present, the FIBA Referee shall ensure that all of the players whose names appear on the score sheet are in possession of a valid FIBA Identity Card. If that is not the case, he shall report this to the FIBA Secretariat.
217. If the FIBA Referee feels that it is proper to make a report on the game, he shall do so immediately after the game and send it to the Secretary General or hand it to the FIBA Commissioner, if present.

### **Transfer, Resignation and Dismissal**

218. Any FIBA Referee who leaves his country of origin for business or other purposes keeps his title of FIBA Referee. However, in order to remain a FIBA active Referee and to have the approval of FIBA for his transfer, he must become a member of his new national member federation after obtaining permission from his former national member federation.
219. The Secretary General can remove (temporarily or definitively) from the list of FIBA Referees any referee who has not satisfactorily carried out his task in the spirit of the Official Basketball Rules, the General Statutes and the Internal Regulations of FIBA.
220. A FIBA Referee, who for any reason loses his qualification as a national referee (temporarily or definitively) also loses his qualification as a FIBA Referee. The national member federation must immediately inform the FIBA Secretariat when this happens.

### **FIBA Honorary Referees**

221. Each national member federation of FIBA has the right to choose candidates for the title of “FIBA Honorary Referee” from amongst its former FIBA Referees and persons who have served basketball in the development of referees. A FIBA Honorary Referee cannot be, at the same time, a FIBA active Referee.
222. A national member federation may have an unlimited number of FIBA Honorary Referees.
223. The proposal of the national member federation must be accompanied by the following documents for each candidate:
  - a. Honorary Referee Information Form;
  - b. One (1) recent colour passport-sized photo;
  - c. Copy of the passport showing family and first name(s), date of birth and legal nationality.
224. If the proposal is accepted by the Secretary General, the FIBA Secretariat will issue the FIBA Honorary Referee license, valid for life, for a nominal fee to be paid only once (Refer to article 3-305).

### **FIBA REFEREE SUPERVISORS**

225. The FIBA Referee Supervisor is responsible for the evaluation of FIBA Referees during the Competitions of FIBA.

#### **Requirements for Qualification**

226. The FIBA Technical Commission shall choose the candidates for the title of FIBA Referee Supervisor from amongst the best former FIBA Referees, former and active FIBA Commissioners, and other people active in basketball, and shall put forward a list of candidates to the Secretary General for his approval.
227. The candidates must have:
  - a. A good knowledge of English;
  - b. A strong knowledge of the game, good teaching and communication skills; expertise in the area of evaluating referees, and be competent and familiar with the fundamentals of the mechanics of officiating; and
  - c. Participated in at least three (3) main official competitions of FIBA.

#### **Activity**

228. For all main official competitions of FIBA, the Secretary General may appoint FIBA Referee Supervisor(s). The number of FIBA Referee Supervisors for each competition is determined by the Secretary General in consultation with the Chairman of the FIBA Technical Commission.



229. Any appointment of a FIBA Referee Supervisor shall always be in a personal capacity. It shall be sent directly to the FIBA Referee Supervisor for acceptance and to his national member federation for information. The availability of the FIBA Referee Supervisor must be communicated within the given deadline.
230. FIBA or competition organisers may communicate directly with the FIBA Referee Supervisors.

### **Travel Arrangements**

231. Refer to the Regulations governing FIBA Referees (see article 3-207).

### **Fees**

232. Refer to article 3-304 for fees payable to Referee Supervisors.
233. For FIBA Youth Championships FIBA shall pay also the officiating fee for all referee supervisors.

### **Duties of FIBA Referee Supervisors**

234. The FIBA Referee Supervisor represents and acts on behalf of the FIBA Technical Commission.
235. At FIBA main official competitions, the FIBA Referee Supervisor shall conduct pre-competition referee clinics.
236. The FIBA Referee Supervisor shall evaluate and assist the referees during the competition. The FIBA Referee Supervisor must provide the referees with all new information and guidelines as established by the FIBA Technical Commission.
237. The FIBA Referee Supervisor must evaluate the personality of the referees, their behaviour, and performance during the competitions and how they fulfill their duties.
238. The FIBA Referee Supervisor shall carefully watch the games in the sport hall and take notes on the officiating and on any specific points as directed by the Technical Committee. After the games the FIBA Referee Supervisor shall analyze his notes, compare them with the video recording, and select scenes that are important for future discussions with the referees.
239. During the competition the FIBA Referee Supervisor shall organize daily meetings with the referees and present and discuss selected scenes with the whole group of officials or in a one-to-one discussion.
240. The duties of the FIBA Referee Supervisor shall not interfere with the duties of the FIBA Technical Committee of the competition, nor with the activities of the Local Organising Committee.



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241. Having completed his duties, the FIBA Referee Supervisor shall make an evaluation on each referee in English and must send the official FIBA Referee Evaluation Form electronically to the FIBA Secretariat within fifteen (15) days after the championship at the latest.
242. The FIBA Secretariat will send the evaluation of each referee to the respective national member federation (copy to the FIBA Zone). The national member federation is obliged to provide the respective referee with his evaluation form.
243. Refer to articles **2-42** to **2-44** for the working conditions and requirements for FIBA Referee Supervisors at main official competitions of FIBA.

## **INTERNATIONAL REFEREE INSTRUCTORS**

244. The FIBA International Referee Instructor is responsible for the teaching and training of referees and commissioners at FIBA Clinics for International Referees/Commissioners.

### **Requirements for Qualification**

245. The FIBA Technical Commission and FIBA Zones have the right to propose to the Secretary General for his approval the candidates for the title of FIBA International Referee Instructor.
246. Candidates shall be drawn from amongst former and active FIBA Referees and Commissioners, FIBA National Referee Instructors, and persons active in teaching and training of referees.
247. Persons proposed from amongst FIBA Referees or Commissioners should have a minimum of ten (10) years' experience in officiating at main FIBA international competitions.
248. After having been approved by the Secretary General, each FIBA International Referee Instructor shall provide the FIBA Secretariat with the following documents:
  - a. Individual FIBA International Referee Instructor Form;
  - b. One (1) recent colour passport-sized photo;
  - c. Copy of passport showing family and first name(s), date of birth and legal nationality.
249. Upon receipt of the complete documentation the Secretary General will issue the FIBA International Referee Instructor license which will be sent to the respective FIBA International Referee Instructor.

### **Activity**

250. The Secretary General appoints FIBA International Referee Instructor(s) to conduct the official FIBA Clinics for International Referee/Commissioner Candidates as well as the official FIBA Refresher Clinics for FIBA Referees/Commissioners.



251. Any appointment of a FIBA International Referee Instructor shall be always in a personal capacity. It shall be sent directly to the FIBA International Referee Instructor for acceptance and to his national member federation for information. The availability of the FIBA International Referee Instructor must be confirmed within the given deadline set by FIBA.
252. For education and training of referees of any given competition, the appropriate governing body of that competition may invite directly or ask the Secretary General to appoint FIBA International Referee Instructor to conduct any type of the clinic for their referees/commissioners.
253. Travel and accommodation expenses are to be covered by the organiser of the clinic.
254. Refer to article 3-304 for fees payable to the FIBA International Referee Instructor.

### **Duties**

255. The FIBA International Referee Instructor, on behalf of and in cooperation with the FIBA Secretariat, the FIBA Technical Commission, FIBA Zone Technical Commissions organizes camps, clinics, conferences, courses for referees/commissioners.
256. The FIBA International Referee Instructor shall teach and train referees and commissioners, provide them with all necessary knowledge in the areas of behavior during international competitions, cooperation with partners and all participants, FIBA mechanics of officiating, judgment of situations, and control of the game.
257. The FIBA International Referee Instructor shall prepare teaching materials for the clinics and must ensure that each participant receives all documents and Video/DVD/CD materials approved by the FIBA Technical Commission in proper condition before, during or after the clinic.
258. The FIBA International Referee Instructor shall work in close cooperation with organisers and support them in any means to ensure the smooth running of the clinic.
259. The FIBA International Referee Instructor must conduct any camp, clinic, conference or meeting in a satisfactory manner.
260. At each official FIBA Clinic, the FIBA International Referee Instructor will collect the following documents from each individual:
  - a. Individual FIBA Referee/Commissioner Information Form;
  - b. One (1) recent colour passport-sized photo;
  - c. Copy of passport showing family and first name(s), date of birth and the legal nationality.These documents must be sent within ten (10) days of the end of the clinic by the FIBA Referee Instructor or by the Zone Secretariat.
261. A FIBA International Referee Instructor is automatically a National Referee Instructor within his national member federation.

## **FIBA COMMISSIONERS**

### **Requirements for Qualification**

262. Each national member federation has the right to choose candidates for the title of “FIBA Commissioner” from amongst its former FIBA Referees and persons active in the organisation of basketball. A FIBA Commissioner cannot be, at the same, a FIBA active Referee.
263. A national member federation may have an unlimited number of FIBA Commissioners.
264. In order to obtain the title of FIBA Commissioner, the candidates must:
  - a. Be proposed officially by their national member federation;
  - b. Participate in a Clinic for FIBA Commissioner Candidates;
  - c. Pass all official tests as established by the FIBA Technical Commission showing sufficient English language skills and knowledge of the FIBA Official Basketball Rules, the General Statutes, and the Internal Regulations.
265. Clinics are organised by the FIBA Technical Commission with the assistance of the FIBA Secretariat. They may also be organised by a Zone Technical Commission. In this event, the programme and the names of the FIBA Instructors conducting the clinic must be submitted to the FIBA Secretariat for approval.
266. The commissioner cannot be older than fifty-five (55) years of age when taking part in a FIBA Clinic for Commissioner Candidates and will not be considered a FIBA Active Commissioner after the age of seventy (70).

### **Procedure**

267. At the Clinic for FIBA Commissioner Candidates, the FIBA Instructors will collect the following documents from each candidate:
  - a. Commissioner Information Form;
  - b. One (1) recent colour passport-sized photo;
  - c. Copy of the passport showing family and first name(s), date of birth and the legal nationality.
268. These documents will be sent within ten (10) days after the end of the clinic by the FIBA Instructors (or by the Zone Secretariat), together with the results of the clinic, to the FIBA Secretariat.
269. Upon receipt of the complete documentation, the FIBA Secretariat will inform the respective national member federations (copy to the Zone Secretariat) of the results of the clinic.
270. For those who successfully passed the tests, the Secretary General will issue the FIBA Commissioner License which will be sent to the respective national member federation for remittance to the holder.



### **License**

271. The FIBA Commissioner License shall remain valid until the commissioner reaches the maximum age and as long as the national member federation is paying the commissioner's annual fee. However, in order to be considered as a FIBA active Commissioner, each FIBA Commissioner must take part in an official Refresher Clinic for FIBA Commissioners and successfully pass the exams and tests successfully by the deadline given by the FIBA Technical Commission.
272. Commissioners who do not attend an official Refresher Clinic for FIBA Commissioners or do not pass the exams and tests will no longer be considered as FIBA active Commissioners. They cannot be nominated by FIBA, by their respective Zone or by their respective national member federation to any international official or friendly game(s).
273. The FIBA active Commissioner license grants the right of free access to all main official competitions of FIBA with the exception of the Olympic Tournaments. However, the ticket request - one (1) ticket per FIBA Commissioner - must reach FIBA/FIBA Zone at least three (3) months before the competition.

### **Fees**

274. The annual fee for a FIBA Commissioner is payable through his national member federation. The actual fee is listed in article 3-305.

### **Appointment**

275. For all main official competitions of FIBA, except the Zone championships, the Secretary General appoints as many FIBA Commissioners as necessary for each respective competition.
276. For the Zone competitions for national teams and club teams, the appropriate body of FIBA shall appoint the number of FIBA Commissioners necessary for the competition from the list of the FIBA Commissioners of that Zone.
277. For official cups and tournaments recognised by FIBA, the organisers may ask the Secretary General (or Zone Secretary General) to appoint the number of FIBA Commissioners they consider necessary. The organisers will cover their travel and staying expenses, as well as the officiating fees.
278. All appointments of FIBA Commissioners shall be sent directly to the FIBA Commissioner and to the national member federation of the commissioner for his information and acceptance.  
His availability must be communicated to FIBA by the national member federation within the given deadline.  
FIBA or the organisers may communicate directly with FIBA Commissioners.
279. Travel arrangements are as per the Regulations governing FIBA Referees.



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### **Officiating Fees**

280. Refer to article 3-304 for officiating fees.
281. For FIBA Youth Championships FIBA shall pay also the officiating fee for all commissioners.

### **Duties of FIBA Commissioners**

282. A FIBA Commissioner represents and acts on behalf of the Secretary General. He shall:
  - a. See that the games are conducted in accordance with the spirit and the letter of the Official Basketball Rules and the FIBA Internal Regulations;
  - b. Do everything in his power to accomplish his mission in a satisfactory manner;
  - c. Ensure the full cooperation of the FIBA Referees, the organisers and teams;
  - d. Provide information to the referees if he is requested to do so during or after the game, but the final decision rests with the referees;
  - e. Be primarily responsible for the smooth running of the scorers' table, being seated between the timekeeper and the scorer.
283. The FIBA Commissioner has full authority to resolve any problems that may arise between all parties involved. In particular he has the right to require adequate police presence to ensure the smooth and sportsmanlike running of the game.
284. Having completed his duties, the FIBA Commissioner shall make a report on the competition and send it within the given deadline, together with all required documents, to the Secretary General.
285. The FIBA Commissioner must send to the Secretary General, without delay, any claim or protest received from one of the parties involved, adding any information he may deem relevant.

### **Transfer, Resignation and Dismissal**

286. Any FIBA Commissioner who leaves his country of origin for business or other purposes keeps his title of FIBA Commissioner. However, in order to remain a FIBA active Commissioner and to have the approval of FIBA for his transfer, he must become a member of his new national member federation after obtaining the permission of his former national member federation.
287. The Secretary General can remove (temporarily or definitively) from the list of FIBA Commissioners, any commissioner who has not satisfactorily carried out his task in the spirit of the Official Basketball Rules, the General Statutes and the Internal Regulations of FIBA.
288. A FIBA Commissioner, who, for any reason, loses his qualification as a national commissioner (temporarily or definitively), also loses his qualification as a FIBA Commissioner. The national member federation must inform the FIBA Secretariat immediately each time this happens.





## CHAPTER VII. - BASKETBALL ARBITRAL TRIBUNAL (BAT)

### GENERAL PRINCIPLES

289. FIBA establishes an independent Basketball Arbitral Tribunal (BAT) for the simple, quick and inexpensive resolution of disputes arising within the world of basketball in which FIBA, its Zones, or their respective divisions are not directly involved and with respect to which the parties to the dispute have agreed in writing to submit the same to the BAT.
290. BAT awards shall be final and binding upon communication to the parties.
291. The BAT is primarily designed to resolve disputes between clubs, players and agents.
292. It is recommended that parties wishing to refer their possible disputes to the BAT use the following arbitration clause in their contracts:  
“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 (PILA), irrespective of parties’ domicile. The language of arbitration shall be English. The arbitrator shall decide the dispute *ex aequo et bono*.”

### THE BAT ARBITRATION RULES

293. Arbitration proceedings before BAT will be conducted in accordance with the BAT Arbitration Rules which are available from the FIBA Secretariat on request and which are available also on the FIBA website.
294. Any proposed changes to the BAT Arbitration Rules shall be prepared by the FIBA Legal Commission and shall be submitted to the FIBA Central Board for approval.

### SEAT OF THE BAT

295. The BAT has its seat in Geneva, Switzerland.

### FINANCING

296. The financing of the BAT is guaranteed by FIBA, it being understood that the BAT is designed to be self-financing.

## **THE BAT PRESIDENT / THE BAT VICE PRESIDENT**

297. The BAT President and the BAT Vice President shall be appointed by the FIBA Central Board for a renewable term of four (4) years between the ordinary sessions of the FIBA elective Congress. They shall have legal training.
298. The BAT Vice-President shall substitute for the BAT President in case of the latter's inability to exercise the functions assigned to him under the BAT Arbitration Rules, including instances where the BAT President is prevented from exercising his functions due to a conflict of interest.

## **THE DUTIES OF THE BAT PRESIDENT**

299. The BAT President shall have the following duties:
  - a. To ensure the proper functioning of the BAT, inter alia, by establishing administrative guidelines for the tribunal.
  - b. To establish a list of at least three (3) BAT arbitrators for a renewable term of four (4) years between the ordinary sessions of the FIBA elective Congress. The BAT arbitrators shall have legal training and shall have experience with regard to sport.
  - c. To appoint, on a rotational basis, a BAT arbitrator to the individual arbitration proceedings before the BAT.
  - d. To establish a system of remuneration for the BAT arbitrators.
  - e. To exercise those functions assigned to him under the BAT Arbitration Rules.

## **HONOURING OF BAT AWARDS**

300. In the event that a party to a BAT Arbitration fails to honour a final award or any provisional or conservatory measures (the "first party") of BAT or CAS, the party seeking enforcement of such award (the "second party") shall have the right to request that FIBA sanction the first party. The sanctions can be imposed by FIBA:
  - a. A monetary fine of up to CHF 150,000 (see article 3-303); this fine can be applied more than once; and/or
  - b. Withdrawal of FIBA-license if the first party is a player's agent; and/or
  - c. A ban on international transfers if the first party is a player; and/or
  - d. A ban on registration of new players and/or a ban on participation in international club competitions if the first party is a club.The above sanctions can be applied more than once.
301. The second party shall send to FIBA with his request a complete file of the BAT proceedings. The decision on the sanction is taken by the Secretary General. Before taking his decision he shall give the first party an opportunity to state his position.
302. The decision to sanction the first party shall be subject to appeal to the FIBA Appeals' Panel according to the FIBA Internal Regulations governing Appeals (see Book 1, Chapter VII).



## CHAPTER VIII – FEES, ALLOWANCES AND FINES

[Notes to Chapter VIII:

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.

This section should be read in conjunction with the various Regulations quoted. Other non-monetary considerations/penalties/sanctions may apply].



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303. Administrative Fines Payable to FIBA listed in Book 3:

Article number	Item	Amount
3-49	Breaches of Letter of Clearance Regulations	up to CHF 25,000
3-91	Club refusing to release player for national team duty	CHF 40,000 to 115,000
3-92	Club allowing player to play while under sanction for refusing to play for national team	CHF 40,000 to 115,000
3-93	National member federation acting against the spirit and/or the letter of Regulations re players called for national team duty	CHF 16,000 to 115,000
3-101	Failure by national member federation to meet deadline for supply of documents to support issue of Foreign Player "A" licenses	CHF 1,000 to 3,000 per player
3-110	i. National member federation failing to submit to FIBA list of foreign players, information, and documentation or	up to CHF 25,000
3-110	ii. National member federation failing to observe regulations governing international transfers	up to CHF 50,000
3-119, 3-120	National member federation adding/replacing to its List of Players after the official deadline or submitting incomplete files	CHF 3,000 to 5,000 per player
3-119	National member federation failing to provide the List of Players together with the required eligibility documents before the official deadline	up to CHF 25,000
3-31 and 3-127	National member federation allowing an ineligible player to play in a Competition of FIBA	up to CHF 200,000
3-161b.	Players' Agent failing to fulfil provisions of his license	up to CHF 50,000
3-164b.	Player using services of an unlicensed agent, or more than one agent at the same time	up to CHF 50,000
3-167b.	Club negotiating with other than the player personally, or with an unlicensed agent	up to CHF 100,000
3-300a.	Failure to honour BAT award	up to CHF 150,000


**304. Allowances/Fees Payable listed in Book 3:**

Article number	Item	Amount
<b>2-30.5, 3-208, 3-232, 3-254 and 3-280</b>	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
<b>3-254</b>	Daily fees payable by Clinic Organisers to International Referee Instructors for each day of the clinic plus days of travel	CHF 150

**305. Fees and dues payable to FIBA, a Zone or a national member federation listed in Book 3:**

Article number	Item	Amount
<b>3-23</b>	Administrative fee chargeable for exceptional change of eligibility	CHF 2,000 to 20,000
<b>3-47</b>	Administrative fee chargeable by a national member federation for issue of a Letter of Clearance	Maximum of CHF 200
<b>3-106a.</b>	Participation fee chargeable by FIBA/Zone for Foreign Player License "A" per year includes CHF 15 issuing fee	Men Women Maximum CHF 400 Maximum CHF 250
<b>3-106b.</b>	Participation fee chargeable by FIBA/Zone for FIBA Player License "B" per year includes CHF 15 issuing fee	Men Women Maximum CHF 1,200 Maximum CHF 600
<b>3-147</b>	Annual fee for FIBA Players' Agent License	not exceeding CHF 1,000
<b>3-185</b>	Administration fee for processing FIBA Approved Coach documentation	CHF 50
<b>3-199 and 3-274</b>	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
<b>3-224</b>	Once-only fee payable by a national member federation for the issuance of Honorary Referee License	CHF 50

## CHAPTER IX. - APPENDICES

### APPENDIX 1 - OFFICIAL DOCUMENTS OF FIBA

306. The application of the Regulations governing Eligibility, the National Status of Players and the International Transfer of Players requires strict and correct use of the documents issued by FIBA. These documents are as follows:

#### 306.0 FIBA Identity Card

The FIBA Identity Card is issued under the authority of the Secretary General of FIBA. This card is valid indefinitely.

Players participating in all main official competitions of FIBA should be in possession of this card.

#### 306.1 Foreign Player “A” License

This license is issued by the FIBA Zones to all foreign players playing for clubs taking part in the first or second division of the national championship. This license is valid for one (1) year.

#### 306.2 Player “B” License

This license is issued by FIBA for players participating in FIBA official club competitions. It certifies that the player is registered for the club playing in the FIBA club competition indicated on the license. This license is valid for one (1) year.

In the case of foreign players, this license also serves as a Foreign Player “A” License for the national championship of the country of the club indicated on the license.



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306.3 Request for a Letter of Clearance (LoC) should be in the following format and contain the following information :

**LOGO & CONTACT DETAILS OF THE REQUESTING FEDERATION**

**REQUEST FOR A LETTER OF CLEARANCE**

Date: \_\_\_\_\_

TO : NF OF ORIGIN \_\_\_\_\_

Cc : FIBA (transfers@fiba.com) \_\_\_\_\_

FROM NF OF DESTINATION \_\_\_\_\_

**FOR THE INTERNATIONAL TRANSFER OF THE PLAYER**

LAST NAME: \_\_\_\_\_ First Name(s) : \_\_\_\_\_

NATIONALITY(IES): \_\_\_\_\_

DATE of BIRTH (DOB) : ( \_\_\_\_/\_\_\_\_/\_\_\_\_ ) ( day / month / year )

FORMER CLUB: \_\_\_\_\_

CLUB OF DESTINATION: \_\_\_\_\_

**PLAYER'S AGENT :**

LAST NAME : \_\_\_\_\_ First Name(s) : \_\_\_\_\_

NATIONALITY(IES) : \_\_\_\_\_

FIBA LICENSE / ID No. : \_\_\_\_\_

**IMPORTANT:**

CHECK THE VALIDITY OF THE AGENT'S LICENSE on [www.fiba.com](http://www.fiba.com) under Experts/Agent corner

NO AGENT

By ticking "NO" the requesting National Federation confirms that it has read articles **3-45, 3-134** to **3-137** of the FIBA Internal Regulations and understands the consequences of a failure to abide by the duty contained hereto.

\_\_\_\_\_  
Signature and or stamp of the requesting national member federation's Secretary General (or his delegate)



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306.4 A Letter of Clearance (LoC) is issued by one national member federation to another and must contain the same information as the following:

**LOGO & CONTACT DETAILS OF THE FEDERATION**

**LETTER OF CLEARANCE**

Date: \_\_\_\_\_

TO : NATIONAL FEDERATION OF DESTINATION \_\_\_\_\_

Cc : FIBA (transfers@fiba.com) \_\_\_\_\_

FROM NATIONAL FEDERATION OF ORIGIN \_\_\_\_\_

**FOR THE INTERNATIONAL TRANSFER OF THE PLAYER**

LAST NAME : \_\_\_\_\_ First Name(s) : \_\_\_\_\_

NATIONALITY(IES): \_\_\_\_\_

DATE of BIRTH: ( \_\_\_/\_\_\_/\_\_\_ ) ( day / month / year )

FORMER CLUB : \_\_\_\_\_

CLUB OF DESTINATION: \_\_\_\_\_

**PLAYER'S AGENT :**

LAST NAME: \_\_\_\_\_ First Name(s) : \_\_\_\_\_

NATIONALITY(IES): \_\_\_\_\_

FIBA LICENSE / ID No. : \_\_\_\_\_

IMPORTANT: CHECK THE VALIDITY OF THE AGENT'S LICENSE on [www.fiba.com](http://www.fiba.com) under Experts/Agent corner

NO AGENT

By ticking "NO" the National Federation issuing the LoC confirms that it has read articles **3-45, 3-134 to 3-137** of the FIBA Internal Regulations and understands the consequences of a failure to abide by the duty contained hereto.

Our Federation hereby grants this Letter of Clearance for the above-mentioned player. This player has no contractual obligation with any basketball club in our country.

Best regards,

\_\_\_\_\_

Signature and or stamp of the national member federation's Secretary General (or his delegate)





## APPENDIX 2 - STANDARD CONTRACT - PLAYERS' AGENT AND PLAYER

Contract between

Player Agent's Full Name: \_\_\_\_\_

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 is based on a master agreement provided by FIBA - Fédération Internationale de Basketball pursuant to the FIBA Internal Regulation governing Players' Agents.

The Parties recognise that the master agreement cannot and does not take account of legal requirements of the country/countries, the laws of which may be applicable to this Contract.

The Parties further recognise that the master agreement does not and cannot provide regulations for any 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.

## 1. Engagement

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

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

- 1.2. The Agent shall advise, assist and represent the Player in connection with the engagement of the Player as a skilled basketball player by clubs worldwide [with the exception of...].

Particularly, the Agent shall introduce the Player to any basketball club which might be interested to retain his 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 his engagement with the club.

The Agent shall advise, assist and represent the Club in connection with the engagement of basketball players by the Club [to be supplemented] and will subsequently liaise and deal in the Clubs interest with the players on all matters of interest for the Club in connection with his engagement with the players.

- ## 2. FIBA Internal Regulation governing Players' Agents

The Parties agree that their relationship under this contract, in particular their respective rights and duties shall be governed by the FIBA Internal Regulation governing Players Agents (hereinafter the "FIBA Agent Regulation") as amended from time to time; the current version of these Regulation is attached hereto.

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

For any contract procured by the Agent and signed by the Player, the Player agrees to pay to the Agent an agent fee of \_\_\_\_% of the Player's base net salary for \_\_\_\_ year(s). In negotiating the Player's player contract, the agent shall include a clause according to which the agent collects his agent fee directly from the club.

The Agent's fee shall be 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.

For any contract procured by the Agent and signed by the Club, the Club agrees to pay to the Agent an agent fee of \_\_\_\_% of the Player's base net salary for \_\_\_\_ year(s).

In negotiating the Agreement between the Club and the player, the Agent shall include a clause according to which the player shall be liable to pay the agent fee if for whatever reason the Agent is unable to collect the same from the Club.

- ## 4. Term

This Agreement shall begin on the day of signature hereof by both parties and shall expire on \_\_\_\_\_ [not to exceed two years] unless renewed by written agreement between the parties].



5. **Applicable law**  
This Agreement shall be subject to the laws of ..., except for the provisions of private international law.
6. **Entire Agreement**  
This is the entire agreement of the parties. Any amendments and/or additions to this Agreement shall be made in writing; the foregoing shall also apply to any amendment to this clause 6.
7. **Confidentiality**  
The parties agree to keep confidential the contents of this Agreement and any matters related thereto.
8. **Arbitration**  
Any dispute arising out of or in connection with this Agreement shall be settled exclusively by [arbitration by BAT].

### **APPENDIX 3 - SUGGESTED MAIN POINTS TO BE COVERED IN A CONTRACT BETWEEN A CLUB AND A PLAYER**

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  
Statutes and regulations of the national member federation of FIBA  
General Statutes and Internal Regulations of FIBA  
Statutes and regulations of the FIBA Zone  
Mandatory standard form agreements of national member federations should be observed.
3. **Player Obligations**  
To give best services and 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.
4. **Club's Duties**
- 4.1 **Salary:**  
Payment dates  
Bank accounts  
Instalments?  
Bonuses?



**FIBA**

We Are Basketball

Fringe benefits?  
Including/excluding tax?  
Social security, health insurance?

4.2 Vacation

4.3 Release for national team (cf. articles **3-76** to **3-92** 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?

Agent's Commission in case of extension or renewal of the Contract?

8. Applicable Law

Arbitration

Basketball Arbitral Tribunal (BAT)

Miscellaneous

Entire agreement (Annexes?)

Amendments in writing only

If a provision is held invalid, no effect on any other provision

Date/ Signatures

(The above is not an exhaustive list but is designed to serve as an indication of items to be covered in a player contract.)