

FIBA INTERNAL REGULATIONS



BOOK 3 **PLAYERS AND OFFICIALS**

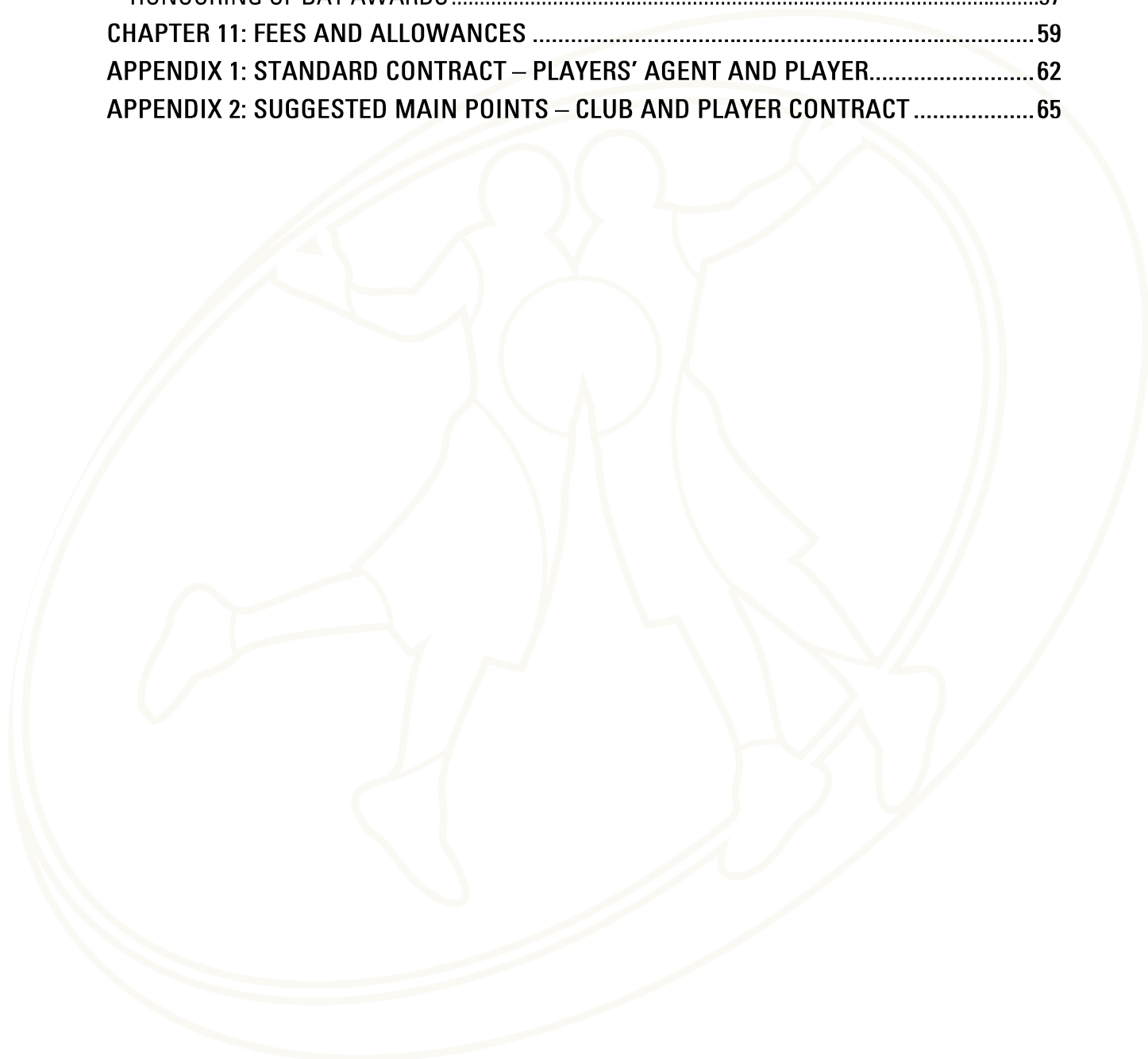
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CHAPTER 1: ELIGIBILITY, NATIONAL STATUS AND AVAILABILITY OF PLAYERS

ELIGIBILITY OF PLAYERS

1. To be entitled to participate in Competitions of FIBA, a player must observe the General Statutes and Internal Regulations of FIBA and any decisions issued on the basis thereof.
2. The national member federation is strictly liable at all times for the eligibility of its national team players and of the players registered with it. It will bear the consequences of any infractions of the Regulations governing Eligibility, National Status, International Transfer, and Age of Players. It is not necessary that fault or negligence be demonstrated on the national member federation's part in order to establish a violation of this article.
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 IOC, and WADA;
 - d. Collaborate with FIBA in any investigation regarding a possible violation of the FIBA General Statutes or Internal Regulations. Such duty includes, inter alia, the duty to comply with requests for information from FIBA and with an order to appear and testify in person to the best of the player's knowledge and judgement. Failure to comply may lead to a sanction; and
 - e. Register in the FIBA Information System.
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 a signed copy of the entry form, as required for Competitions of FIBA, in which he agrees to accept, inter alia:

 - a. The FIBA Internal Regulations governing Anti-Doping.
 - b. The jurisdiction of the Court of Arbitration for Sport, Lausanne, to the exclusion of any recourse to ordinary courts.
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 1-125 to 1-144.
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 that 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 shall enact regulations securing the participation of all players under their jurisdiction in their respective National Team Competitions.

NATIONAL STATUS OF PLAYERS

General Principles

10. These provisions governing national status of players apply to all Competitions of FIBA, except FIBA 3x3 Competitions (unless expressly referenced in Book 6 or indicated otherwise herein, see in particular article 3-18). 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 law, the Zones are authorised to propose to FIBA specific regulations applicable to club competitions within the Zone in question. Such regulations are subject to the approval of the FIBA Executive Committee prior to their implementation.

Proof of Legal Nationality

13. FIBA may ask that evidence be provided to verify the legal nationality (or nationalities), identity, age or other information regarding the status or behaviour of any player that may be relevant to the application of the FIBA General Statutes and/ or Internal Regulations and/ or Zone Regulations, 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 for a club in a club competition (refer to the eligibility requirements of the respective club competition) or 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 an exception see article 3-23].

18. Any player having played in a main official competition of FIBA (including a FIBA 3x3 Competition) 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 3-33.

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 3-77 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, in the event that a player claims 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, the Secretary General may decide in his sole discretion that the player falls 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 of the national team for 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 national team for which he wishes to play.

- c. The Secretary General may decide in his sole discretion that a player who has or had at any point in time two or more nationalities or a player who has changed nationality falls under the restriction of letter (a) above. In taking this decision, the Secretary General shall take into account the criteria set out in letter (b) above.

- d. In the event that a decision under this article 3-21 is issued, the national member federation(s) concerned may be required to pay a fee in order to cover FIBA's administrative costs (see article 3-339).

22. A player who has played in a main official competition (see article 2-2) 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 2-2) 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 3-339 and decided by the Secretary General is payable to FIBA.
24. For any player who has two or more legal nationalities by birth, by naturalisation or by any other means, 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. Article 3-15 does not apply to players who wish to represent FIBA-recognised national member federations of dependent territories, i.e. territories whose citizens have the legal nationality of the country on which the territory is dependent (the "main" territory). However, with a view to ensuring equitable treatment of players and safeguarding a level playing field in national team competitions, national member federations of dependent territories shall comply with the following provisions in addition to all other provisions of the regulations governing the national status of players.
26. In order to represent a dependent territory in the Competitions of FIBA, a player must have the legal nationality of the main territory and additionally fall within one of the following categories:
 - a. Have been born in the dependent territory; or
 - b. Have:
 - been born in the main territory of at least one parent who was born in the dependent territory; or
 - been born of parents both of whom were born in the dependent territory, regardless of the place of birth of the player; or
 - at least one grandparent born in the dependent territory, regardless of the place of birth of the player.
27. A player who does not satisfy the provisions of article 3-26 but obtains the legal nationality of the main territory by way of naturalisation and can demonstrate permanent residency of the

dependent territory for at least four (4) years is eligible to represent the dependent territory, on the same conditions as apply in article 3-21.

28. Articles 3-21, 3-22 and 3-23 apply *mutatis mutandis*.

Club Teams

29. 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

30. 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 and in the event of doubts, he may consult with the respective FIBA Executive Director.

SANCTIONS

31. Where there are violations of the provisions contained in these articles and, in particular, where players, agents, national member federations, clubs, or other persons or organisations are involved in the manipulation, no matter whether legal or not under the domestic legislation, of the legal status of a player or coach, administrative and disciplinary penalties shall be imposed in the first instance by the Secretary General.
32. Such penalties shall have immediate effect and be in accordance with the Basic Principles of Sanctions provided for in Book 1, Chapter 6 of these Internal Regulations.

MARGINAL CASES

33. Decisions on marginal cases are the responsibility of the Secretary General.
- 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.
- In the event that a decision under this article is issued, the national member federation(s) concerned may be required to pay a fee in order to cover FIBA's administrative costs (see article 3-339).

PLAYERS' AVAILABILITY TO PLAY FOR A NATIONAL TEAM

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

34. Any club that 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 FIBA National Team Competition that is included in the FIBA calendar. Any agreement between a player and club to the contrary constitutes a violation of these Internal Regulations.
35. Any player registered with a club is obliged to reply in the affirmative when summoned to play for his national team and participate fully in the national team activities during the release period defined in these Internal Regulations.
36. Upon an international transfer, each national member federation must guarantee to FIBA its responsibility in ensuring that article 3-34 is applied by the clubs.
37. Any special agreement reached by FIBA in accordance with article 3-57 of the Regulations governing the International Transfer of Players shall remain unaffected.

Procedure for Calling a National Team Player

38. 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 which shall be sent at least thirty (30) days before the first day of the FIBA National Team Competition. Specifically for the FIBA Basketball World Cup and Continental Cup Qualifiers, the request shall be sent at least thirty (30) days before the first day of the respective International Window Period. In all cases, the request must 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).

Release Period

39. For the FIBA Basketball World Cup, FIBA Continental Cup Qualifiers, FIBA Women's Olympic Qualifying Events, FIBA Women's World Cup Qualifying Events, and FIBA Women's Continental Cup Qualifying Events, the player shall be available for the entire duration of the International Window Period.

For other FIBA National Team Competitions, the player shall be available at least for a release period consisting of

- a. a preparation time of:
 - i. Fourteen (14) days for Men Olympic Qualifying tournaments;
 - ii. Twenty-eight (28) days for all other FIBA National Team Competitions held in the form of a tournament;

- iii. Seventy-two (72) hours for other qualifying games of a FIBA National Team Competition which are not held in the form of a tournament.

and

- b. the duration of the FIBA National Team Competition.
40. The national member federations and club concerned may agree on a shorter or longer period. However, even in the case of a special agreement, the player must under all circumstances arrive no later than forty-eight (48) hours before the beginning of the first game and be released to return to his club no later than twenty-four (24) hours of the end of the last game of the release period.

Financial Considerations Involving Players Called for National Team Duty

- 41. After consultation with relevant stakeholders, the Central Board may establish a scheme according to which a contribution deriving from FIBA's profits, if any, from a national team event will be allocated to clubs releasing players, for their role in the successful staging of the national team event.
- 42. The requesting national member federation must assume the player's travel expenses.
- 43. (deleted – for insurance see Book 2, article 50)

Sanctions

- 44. If a player is called to play on his national team for a FIBA National Team Competition and this player does not fully participate in the activities of his national team for whatever reason (including injury or illness) other than a decision of his national member federation, he shall not play for a club during the release period.
- 45. If the player refuses to play for his national team and does not demonstrate that his refusal is manifestly due to injury or illness, he shall not play for a club for an additional ten (10)-day period following the release period. If this ten (10)-day period falls outside the national championship season, it shall be carried over to the following season. National member federations are free to enact stricter regulations or to apply stricter domestic law provisions which have the objective of protecting national teams.
- 46. In the case of a player violating these regulations, in particular by playing for a club in any official or unofficial game during the release period, the national member federation may request FIBA to impose sanctions on the player in accordance with Book 1, Chapter 6 (Sanctions).
- 47. If a club violates these regulations in any way, including by refusing to release a player as provided for in article 3-34, the national member federation of the player may request FIBA to impose sanctions on the club. In addition, this club shall lose by forfeit all games played with the player during said period and, if this provision would apply to both competing clubs, neither of them shall receive any ranking points for the game.
- 48. If a club violates these regulations by allowing a player to play in any official or unofficial game during the release period, the national member federation of the player may request FIBA to impose sanctions on this club. In addition, this club shall lose by forfeit all games played during

the said period and, if this provision would apply to both competing club, neither of them shall receive any ranking points for the game.

49. If a national member federation violates these regulations on players' availability for national teams, the player or his club may request FIBA to impose sanctions on the national member federation in accordance with Book 1, Chapter 6 (Sanctions).
50. The decisions as related to players' availability for national teams shall be taken by the Secretary General or the FIBA Disciplinary Panel, who may also act ex officio. The decisions shall be subject to appeal.
51. If a club is sanctioned in accordance with these regulations on players' availability for national teams, the national member federation of this club is responsible for enforcing those sanctions.

APPEALS

52. 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 7).
53. 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.

CHAPTER 2: INTERNATIONAL TRANSFER OF PLAYERS

APPLICATION OF THESE REGULATIONS

54. All decisions related to an international transfer shall be made by FIBA.
55. All decisions related to a special agreement according to article 3-57 below shall be the exclusive competence of the Secretary General.

GENERAL PRINCIPLES

56. 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.
57. 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.
58. 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

59. The letter of clearance is a certificate issued by FIBA that confirms that a player is free to transfer internationally and that a new national member federation is allowed to issue a license to that player.
60. A letter of clearance may not be issued to more than one national member federation at any one time.
61. The letter of clearance may not be limiting or conditional.
62. The reasons for which FIBA may refuse to grant the request for a letter of clearance are:
 - a. the player is under contract to play for his club beyond the scheduled transfer date. See article 3-69;
 - b. FIBA has imposed on the player a ban on international transfers. See article 3-107;
 - c. FIBA has imposed on the new club a ban on registration of new players. See article 3-108;
 - d. the new national member federation is suspended;
 - e. the player was involved in an illegal transfer; or
 - f. the administrative fee of article 3-63 has not been received by FIBA.

See articles 3-74 through 3-89 for the special cases for young players.

A letter of clearance may not be delayed or refused because of a monetary dispute between a club and a player. FIBA may request any documents deemed necessary to determine if any reason exists to refuse the letter of clearance.

63. Unless provided otherwise, FIBA will charge an administrative fee as provided in article 3-339 for the issuance of a letter of clearance. The fee will be allocated to cover administrative costs as provided in article 3-340.
64. The provisions of this Chapter 2 apply to any player seeking an international transfer irrespective of whether the player concerned is a national or foreign player.
65. Failure to comply with this Chapter 2 may lead to sanctions. Sanctions may be imposed on a national member federation also in the event of misleading practices and/or procedures.

TRANSFER PROCEDURE – DUTIES OF NATIONAL MEMBER FEDERATIONS

66. Whenever a national member federation receives a request for a license from any player who is seeking an international transfer, before granting such a license in accordance with its own regulations, it must obtain a letter of clearance from FIBA for the player concerned. (see articles 3-74 to 3-89 for special cases of young players, see also articles 3-90 and 3-92 for special cases for academic institutions and other organisations)
67. A request for a letter of clearance shall be submitted exclusively through the FIBA Management and Administration Platform. It must:
 - a. comply with all requirements set out in the FIBA Management and Administration Platform, such as to provide the player's name and nationality; the player's passport; the name and license number of the FIBA player's agent(s) involved in the transfer, where applicable; etc;
 - b. indicate the player's national member federation of origin, i.e. the national member federation from which the player is transferring; and
 - c. in the case of a first registration of a player who does not hold the nationality of the national member federation from which it is requesting a license (no administrative fee will be charged), include a written declaration signed by the player stating that he has never been licensed by any national member federation.
68. A request for a letter of clearance is complete in the FIBA Management and Administration Platform when:
 - a. all required information is provided; and
 - b. any applicable administrative fee is paid by the requesting national member federation.
69. The indicated national member federation of origin must reply to a request for a letter of clearance within six (6) days, which start on the day (according to Central European Time) the request is complete. It shall:

- a. either agree or disagree with the request for a letter of clearance in terms of article 3-62;
- b. indicate whether the player concerned was in fact licensed by it, and if not, whether he ever played basketball within its territory; and
- c. indicate whether any sanctions imposed by a FIBA Zone, national member federation, or by an organisation outside FIBA and its national member federations are currently in force against the player.

If the national member federation of origin indicates that the player concerned is under contract to play for his club beyond the scheduled transfer date, this national member federation shall also submit with its reply 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.

70. The requesting national member federation must notify FIBA through the FIBA Management and Administration Platform whether it disputes the reply of the national member federation of origin (article 3-69) within two (2) days from the day on which such reply was submitted.
71. Depending on the replies (or lack thereof within the stated deadlines) from the national member federations involved in the transfer, FIBA will decide whether to issue the letter of clearance, or whether it deems necessary in its sole discretion to conduct further investigations. (see also articles 3-74 to 3-89 for special cases of young players)
72. The national member federations are notified through the FIBA Management and Administration Platform of any sanctions applied or adopted by FIBA that may be in force against the player. See articles 1-170 to 1-172 for situations in which disciplinary decisions taken by FIBA Zones, national member federations, or by organisations outside FIBA and its national member federations may be adopted by FIBA.

DISPUTES

73. All disputes arising from a national member federation's request for a letter of clearance shall be decided by the Secretary General. Unless circumstances dictate otherwise, a decision shall be issued within seven (7) days from the point in time FIBA is informed of the dispute with the possibility of appeal (see article 3-112).

YOUNG PLAYERS

74. International transfer is not permitted before a player's eighteenth (18th) 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. The Secretary General may request any documents deemed necessary in order to determine whether the transfer falls under articles 3-75, 3-76, or 3-77 below.

Foreign First Registrations

75. A national member federation must obtain a letter of clearance (no administrative fee will be charged) from FIBA prior to issuing a license to a player who, at the time of submitting the complete application to FIBA,
- is between fourteen (14) and eighteen (18) years of age;
 - has not been licensed by any national member federation before; and
 - does not have the nationality of the country of the said national member federation.

When deciding on the letter of clearance, FIBA shall consider and may request any documents deemed necessary for the protection of

- the young player (parents' consent, residence permit etc.);
- the integrity of the transfer system (player declaration of non-registration, confirmation of non-registration from the national member federation of the player's country of origin etc.); and
- the national team of the player's country of origin (see article 3-76.b below).

In exceptional cases, FIBA may decide that this article shall apply also to the first registration of young players before their fourteenth (14th) birthday.

FIBA may instruct a national member federation to revoke a license issued in violation of this article.

Players with Previous Registrations

76. FIBA may grant a letter of clearance (no administrative fee will be charged) if the young player's international transfer
- it is not linked to basketball; and
 - the young player, his parents, the new club, and the new national member federation declare in writing that, until his eighteenth (18th) birthday, the player will make himself available for his national member federation of origin'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.
77. If the proposed transfer is linked to basketball, FIBA shall take the following criteria into account when making the decision on the letter of clearance (no administrative fee will be charged) for the international transfer:
- 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;
 - The new club shall provide appropriate basketball training in order to develop and/or further the player's career as a professional player;
 - 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 (18th) birthday, the player will make himself available for his national member federation of origin'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; and
 - g. The compensation agreed upon by the two clubs or determined by the Secretary General (article 3-79) has been paid as per article 3-86.
78. 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. Any subsequent national transfer of the player before his eighteenth (18th) birthday, requires approval by FIBA.
79. Where the proposed transfer is linked to basketball, the new club and the club of origin shall agree on a compensation for the development of the young player. In the case that 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 3-77.
80. At or after the player's eighteenth (18th) birthday, the club for which he is licensed at his eighteenth (18th) birthday has the right to sign a first contract with the young player.
81. 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.
- If the player refuses to sign such contract and then elects to move to a new club in another country, the two clubs shall agree on a compensation sum to be paid as per article 3-86 and inform FIBA. If a player who refuses to sign such contract elects to move to an academic institution or other organisation that does not recognise the FIBA Regulations governing international transfers, article 3-82 shall apply mutatis mutandis.
82. For any player who leaves a club prior to or at the player's eighteenth (18th) birthday and who
- a. elects to move to an academic institution or other organisation that does not recognise the FIBA Regulations governing international transfers; and
 - b. at a later point in time moves to a new club in a country different than that of the initial club;

the initial club may request reasonable compensation from the new club. Upon request by the initial club, the two clubs shall agree on a reasonable compensation sum to be paid as per article 3-86 and inform FIBA. Such compensation shall also consider the time elapsed and the level of the player.

83. If the clubs are unable to agree on the compensation in articles 3-81 or 3-82, either club has the right to request that the compensation be determined by FIBA. Such request has to be made in writing 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.
84. The decision as per article 3-83 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.
85. The player shall not be licensed by his new federation until the compensation agreed upon by the two clubs (articles 3-79, 3-81, or 3-82) or determined by the Secretary General (articles 3-79 and 3-84) has been paid as per article 3-86. In the event that an appeal is filed against the decision of the Secretary General, the player shall be allowed to be licensed by his new national member federation as soon as the sum of compensation determined by the Secretary General has been paid into an account of FIBA or of the FIBA Regional Office where it will be held in escrow until the decision on the compensation is final.
86. The compensation sum shall be based primarily, but not solely, on the investments made by the club(s) that has contributed to the development of the player. Unless circumstances dictate otherwise, it shall be paid to the national member federation of origin, which will decide on how to redistribute 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.
87. Upon expiration of the first contract as per article 3-80 above, the player is free to move where he wishes without any compensation being due.
88. National member federations are invited to prepare similar regulations for their internal, i.e. national, transfer systems.
89. Unless provided otherwise, any decision related to articles 3-74 to 3-88 shall be the competence of the Secretary General.

PLAYERS FROM ACADEMIC INSTITUTIONS AND OTHER ORGANISATIONS

90. Articles 3-54 to 3-73 apply also in the case of players transferring internationally from academic institutions and other organisations who, but with the modifications set forth in articles 3-91 and 3-92. For all cases involving young players, articles 3-74 to 3-89 apply.
91. A national member federation is allowed to issue a license to a player, who had been licensed by any national member federation before playing for an academic institution and/or another organisation that does not recognise the FIBA Regulations governing the International Transfer

of Players, provided that it receives a letter of clearance from FIBA, with the following considered the federation of origin (see article 3-69):

- a. the national member federation of the country where the academic institution or other organisation is based (no administrative fee will be charged); and
 - b. if different than the requesting national member federation, the national member federation where the player was last licensed.
92. A national member federation is allowed to issue a license to a player who had not been licensed by a national member federation before playing for an academic institution and/or another organisation that does not recognise the FIBA Regulations governing the International Transfer of Players, provided that it receives a letter of clearance from FIBA (no administrative fee will be charged):
- a. the national member federation of the country where the academic institution or other organisation is based will be considered the federation of origin (see article 3-69); and
 - b. a written declaration signed by the player must be submitted, stating that he has never been licensed by a national member federation.

Transfers of players between a FIBA team and an NBA, WNBA or NBAGL team are governed exclusively by the bilateral agreement entered into by FIBA and the respective league.

ILLEGAL TRANSFERS

93. Any international transfer (including foreign first registrations) having taken place without a letter of clearance is invalid and, in this event, a national member federation issuing a license and/or allowing the player's participation in domestic or international competitions will be liable to a fine in accordance with article 3-110 of these Regulations.

Any international transfer (including foreign first registrations) having taken place before a player's eighteenth (18th) birthday without FIBA's authorisation is invalid and, in this event, a national member federation issuing a license and/or allowing the player's participation in domestic or international competitions will be liable to a fine in accordance with article 3-110 of these Regulations.

A sanction may also be imposed in accordance with articles 1-131 and 132 on any of the parties involved in an illegal transfer, including (but not limited to) the player, the club(s), the agent(s), and the national member federations.

94. 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 3: LICENSE OF PLAYERS FOR CLUB COMPETITIONS

FIBA FOREIGN PLAYER LICENSE

95. National member federations must annually:
- Obtain a Foreign Player “A” License from the FIBA Regional Office for all foreign 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 Regional Office. A failure to abide by this deadline may incur a fine.
 - Obtain a FIBA Player “B” License from FIBA for those players participating in FIBA Club Competitions.
 - Register with the competent FIBA Regional Office 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

96. FIBA authorises the FIBA Regional Office to issue “A” and “B” licenses within their respective Zones.
97. To obtain a Foreign Player “A” License, each national member federation must submit the following documents to the competent FIBA Regional Office:
- List of its foreign players’ names;
 - Registration form for each foreign player;
 - Letter of clearance or statement for players from academic institutions;
 - 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;
 - A recent passport-compliant photograph of the player.
98. To obtain a FIBA Player “B” License, the provisions established by the competent FIBA Regional Office shall apply.
99. Prior to the start of each season, each FIBA Regional Office shall establish a deadline for the registration of foreign players under its jurisdiction.

FINANCIAL PROVISIONS

100. FIBA, or the issuing FIBA Regional Office acting on FIBA’s behalf, may charge a participation fee for each foreign player in one of two categories as follows (see article 3-339):
- Participation fee “A” - First and second divisions of national championships.
 - Participation fee “B” - FIBA Club Competitions.

101. 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.
102. With regard to participation fee “A”, the Executive Director of the issuing FIBA Regional Office may, in special cases, apply a fee lower than that stipulated in the applicable regulations for a limited period.

LICENSE RESTRICTIONS

103. A player may not be licensed by more than one national member federation at the same time.
104. 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.
105. All licenses held by the player become automatically null and void when the license is revoked by the issuing authority.
106. FIBA Zones may set a deadline during the club competition season, after which no player may be licensed.
107. In the event that FIBA has imposed a sanction on a player in accordance with article 3-335c. 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.
108. In the event that FIBA has imposed a sanction on a club in accordance with article 3-335e. or article 1-131m, and as long as the sanction is in place, said club can register only players who
 - a. were licensed with the said club’s national member federation at the time the ban was imposed; and
 - b. continue to be licensed with the same national member federation without interruption.

DISPUTES

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

SANCTIONS

110. A fine may be imposed by FIBA should a national member federation fail to submit to the Secretariat of its Regional Office 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 7).

CHAPTER 4: COACHES

NATIONAL LICENSES OF COACHES

113. Each national member federation is obliged to
 - a. have a licensing system for coaches;
 - b. have an evaluation system in place which grades coaches according to national standards prescribed by said national member federation;
 - c. submit to FIBA a list with the names of coaches who have been graded at the highest level; and
 - d. inform FIBA of any changes to that list at the end of each year.
114. Unless otherwise decided by FIBA on the basis of exceptional circumstances, the national member federation's list may include only coaches holding the nationality of such federation's country. This does not affect a coach's ability to perform the duties of a coach in another country according to the regulations applicable in that country.

BECOMING A WABC MEMBER

115. Coaches included in the list submitted by their national member federation in accordance with article 3-113 above are entitled to apply for membership in the World Association of Basketball Coaches (WABC).
116. The application for WABC membership must comply with the requirements set out by FIBA and can be submitted only through the coach's national member federation. The application is subject to payment of an administrative fee as stipulated in article 3-339. A coach applying for WABC membership may not hold a player agent's license issued by FIBA or another organisation.
117. FIBA may reject an application if the coach is not in good standing, in particular if he has a criminal record.
118. Each national member federation may have an unlimited number of coaches as WABC members.
119. For the purposes of the WABC's internal workings, such coaches will be considered as "associate members", unless otherwise decided by FIBA.
120. Each coach who is a WABC member accepts that his membership is valid as long as the coach remains on the list submitted to FIBA by his national member federation as per article 3-113, unless
 - a. FIBA adopts other membership criteria, which would require the evaluation of the status of WABC members;
 - b. FIBA decides to suspend or remove his WABC membership as per article 1-132 or 3-335 of the FIBA Internal Regulations;
 - c. The WABC decides to expel a coach from its membership for serious reasons.

RIGHTS AND OBLIGATIONS OF WABC MEMBERS

- 121. WABC members will receive a WABC membership card.
- 122. WABC members will have the right to access information made available by FIBA and the WABC.
- 123. A coach must be a WABC member in order to be eligible to act as a Head Coach or as an Assistant Coach (see, for example, article 7 of the Official Basketball Rules) of a national team competing in the Competitions of FIBA (see also articles 3-128 to 3-134 and 3-143 to 3-145).
- 124. WABC members are bound by and shall respect at all times the FIBA Internal Regulations, in particular the FIBA Code of Ethics and the FIBA Code of Conduct and Fair Play.
- 125. (deleted).

CHAPTER 5: ACCOMPANYING TEAM DELEGATION MEMEBERS

126. An accompanying team delegation member is a person with special responsibilities in relation to a team (e.g. team manager, assistant coach, doctor, physiotherapist, statistician, interpreter, etc.) and with access to the court and the team bench.
127. Participation of accompanying team delegation members in FIBA National Team Competitions is subject to registration in the FIBA Information System and approval by FIBA.

CHAPTER 6: REGISTRATION OF TEAM DELEGATION

TEAM DELEGATION ROSTER

128. Participation of team delegation members in FIBA National Team Competitions is subject to registration in the FIBA Information System and approval by FIBA.

Preliminary Team Delegation Roster Registration

129. National member federations shall submit the preliminary team delegation roster in the FIBA Information System.
130. In principle, online registration will open sixty (60) days before the start of:
- The competition, in all age categories from U-17 upwards;
 - Each round of a competition played in separate phases: Qualifying Round, Semi-Final Round, and Final Round; or
 - All Zone competitions.
131. National member federations will be entitled to register the following team delegation members in the Preliminary Team Delegation Roster:
- a maximum of twenty-four (24) players;
 - a maximum of ten (10) coaches; and
 - a maximum of fifteen (15) accompanying team delegation members.

It is mandatory to include at least one (1) medical doctor for senior World and Zone competitions. It is strongly recommended to include a medical doctor for age category competitions.

132. After a national member federation completes the registration process by entering mandatory data for its team delegation members, the FIBA Information System will permit the national member federation to submit its team delegation for approval by FIBA.
133. Registration of the Preliminary Team Delegation Roster in the FIBA Information System closes seven (7) days prior to the start of the competition (calculated as per article 3-130) or the FIBA International Window Period.

Final Team Delegation Roster Registration

134. Each national member federation must declare the Final Team Delegation Roster at the latest at the meeting of the teams held with the Technical Committee prior to the beginning of the competition (articles 3-21 and 3-123 apply) and cannot be modified after submission.

For International Window Periods, the national member federation shall submit to the FIBA Technical Delegate or Commissioner, the Final Team Delegation Roster at the technical meeting on the day prior to each game or a tournament. The Final Team Delegation Roster is valid for the respective game or for the entire tournament (when organised with this format) held during the International Window Period and cannot be modified after it has been submitted to the FIBA Technical Delegate or Commissioner.

The Final Team Delegation Roster shall be composed of a maximum of twenty-one (21) persons as follows:

- a. Minimum ten (10) and maximum twelve (12) players out of the twenty-four (24) players validated and approved by FIBA in the Preliminary Team Delegation Roster.

Note: National Federations may include in the Final Team Delegation Roster a maximum of one (1) player who has acquired or laid claim to the nationality of his country after the age of sixteen (16) (see article 3-21).

- b. Minimum two (2) and maximum three (3) coaches (one of whom must be the Head Coach) out of the ten (10) coaches validated and approved by FIBA in the Preliminary Team Delegation Roster.
- c. Minimum ten (10) (in case of three (3) coaches) or eleven (11) (in case of two (2) coaches) accompanying Team Delegation members out of the fifteen (15) accompanying Team Delegation members validated and approved by FIBA in the Preliminary Team Delegation Roster.

It is mandatory to include at least one (1) medical doctor for senior World and Zone competitions. It is strongly recommended to include a medical doctor for age category competitions.

Any player and/or coach validated and approved by FIBA on the Preliminary Team Delegation Roster, and not declared as a player or a coach on the Final Team Delegation Roster, can be selected as an accompanying Team Delegation member on the Final Team Delegation Roster, considering the maximum limit of twenty-one (21) persons allowed.

135. Special provisions for the Senior Men Qualifiers or the Women Qualifying Tournaments taking place during an International Window Period.

The following provisions apply to the Qualification stages of the Basketball World Cup, the Continental Cups Qualifiers, the Women's Olympic Qualifying Events, Women's World Cup Qualifying Events, and Women's Continental Cups Qualifying Events, which will be played during specific International Window Periods determined by FIBA:

- a. Final Team Delegation Roster: registration

The head of the team delegation must bring at the technical meeting and submit to the Technical Delegate or Commissioner

- the valid passports of all team delegation members;
- a printed version of the preliminary team delegation roster printed from the FIBA Information System including the signatures of all team delegation members (for minors in addition, the signature of the parent/guardian is mandatory).

- b. Final Team Delegation Roster for other games of the same International Window Period

National member federations may select different team delegation members for games of the same International Window Period. However, all the team delegation members must be selected from the approved Preliminary Team Delegation Roster. However, when games are played in a tournament format during the International Window Period, no changes from the Final Team Delegation Roster submitted to the FIBA Technical Delegate or the Commissioner at the Technical Meeting can be made until the end of the Tournament.

The above procedure applies to all the games of an International Window Period.

National member federations may register an entirely new Preliminary Team Delegation Roster for each International Window Period.

REGISTRATION OF PLAYERS

General

136. National member federations shall enter all mandatory data of their players in the FIBA Information System and upload the following:
- A colour copy of the birth certificate;
 - A colour copy of the passport;
 - One (1) colour passport-size photograph which shall be no more than three (3) months old at the time of submission;
 - Other information and/or documentation required by FIBA.

Calculation of Age Categories

137. To calculate the age limit corresponding to the respective age category competition, 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 2019 shall be: 2019-19 = 2000. Any player born on 1 January 2000 or after this date will be entitled to participate in a competition for U-19 in 2019.

Age limits for participation in competitions for U-19 (U-18), U-17 (U-16):

Born in		1999	2000	2001	2002	2003	2004	2005	2006
U19W (U18Z)	W - World Z - Zone								
2019	W								
2020	Z								
2021	W								
2022	Z								
2023	W								
U17W (U16Z)	W - World Z - Zone								
2019	Z								
2020	W								
2021	Z								
2022	W								
2023	Z								

REGISTRATION OF COACHES

138. National member federations must register all their head coaches and assistant coaches, who shall be WABC (World Association of Basketball Coaches) members, in the FIBA Information System.
139. To be registered as a WABC member, the coach must comply with the procedure laid down in Chapter 4 (Coaches) of these Internal Regulations.
140. National member federations must enter mandatory data and upload the following documents in the FIBA Information System:
 - a. A certified copy of the coach's passport showing the full name (and, if applicable, his former name[s]), date and place of birth, legal nationality and the date of expiry of the passport;
 - b. One (1) colour passport-sized photograph which shall be no more than three (3) months old at the time of submission;
 - c. Other information and/or documentation required by FIBA/WABC.

REGISTRATION OF ACCOMPANYING TEAM DELEGATION MEMBERS

141. National member federations must register all their accompanying team delegation members in the FIBA Information System.
142. National member federations must enter mandatory data and upload the following documents in the FIBA Information System:
 - a. A certified copy of the accompanying team delegation member's passport showing the full name (and, if applicable, his former name[s]), date and place of birth, legal nationality and the date of expiry of the passport;
 - b. One (1) colour passport-size photograph which shall be no more than three (3) months old at the time of submission;
 - c. Other information and/or documentation required by FIBA.

RESPONSIBILITY OF NATIONAL MEMBER FEDERATIONS

143. The national member federation is at all times strictly liable for the eligibility of all persons registered on the Preliminary and Final Team Delegation Rosters. This responsibility applies also with respect to the veracity of information and authenticity of documentation submitted to FIBA through any means.
144. Upon discovery that a player has played or another team delegation member has participated in a Competition of FIBA without being eligible, FIBA will initiate an inquiry to establish such person's eligibility and possible disciplinary consequences according to the FIBA Internal Regulations.

145. National member federations will bear the administrative costs of the inquiry provided for in 3-144 and may be subject to disciplinary consequences in accordance with Book 1, Chapter 4 (Sanctions) of these Internal Regulations.
146. In exceptional cases, the Secretary General may authorise a player to play under the status he had before the irregularity was discovered.

IDENTITY AND AGE VERIFICATION

147. Before the beginning of a competition, Team Delegation members will be subject to identity (and age, where applicable) verification under the supervision of the Commissioner or Technical Delegate for that competition.
148. The Commissioner or Technical Delegate shall verify the currently valid individual passport and FIBA Preliminary/Final Team Delegation Roster. After this verification, the Commissioner or Technical Delegate shall return the documents to the head of the team delegation.

GENERAL PROVISIONS

149. FIBA may decide that the provisions of this Chapter shall be valid also for any other Official Basketball Competitions, including tournaments or games that are held prior to a Competition of FIBA. In case of club competitions, references to national member federation shall be understood to refer to a club.

CHAPTER 7: GAME OFFICIALS

150. This Chapter governs the licensing by FIBA of the following game officials:
- Referees
 - Commissioners
 - Referee Instructors
 - Technical Delegates
 - Table Officials
151. The FIBA Technical Commission shall supervise the implementation of the provisions of this Chapter.
152. Decisions on marginal cases, whether at national, regional or world level, are the responsibility of the Secretary General.

FIBA REFEREES

License

153. FIBA Referee Licenses are granted by FIBA every two (2) years (2019, 2021 etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") starting on 1 September (e.g. 2019) and expiring on 31 August (e.g. 2021).
154. There are three categories of FIBA Referee Licenses:
- | | |
|----------------|---|
| Black License: | Holders of a Black License are eligible to officiate international games of all senior and junior levels. |
| Green License: | <p>This special license has been created to promote women's refereeing for a transitory phase that will be determined by FIBA. This license can be obtained only by female referees. Holders of a Green License are eligible to officiate international games as follows:</p> <ol style="list-style-type: none"> All senior men games at sub-regional level All senior women games All junior games (men and women) All senior and junior games of international preparation/friendly games |
| White License: | <p>Holders of a White License are entitled to officiate international games as follows:</p> <ol style="list-style-type: none"> All junior level games at regional level All senior and junior level games at sub-regional level |

3. All senior and junior level games of international preparation/ friendly games

155. The following biennial procedure applies for the granting of a FIBA Referee License:
- a. On or before 31 January, FIBA shall open the licensing process and inform the national member federations accordingly;
 - b. Between January and March, national member federations shall organise tests and examinations in accordance with FIBA's guidelines, including at least a written test, a physical fitness test and a medical examination of the candidate referees;
 - c. By no later than 31 March, national member federations shall submit to FIBA the required documentation for the candidature(s);
 - d. On or before 15 June, FIBA shall publish the list of FIBA Referees per category (black, green, white) of License.
156. When opening the licensing process, FIBA shall communicate the maximum number of FIBA Referee Licenses per national member federation for a Licensed Period. In determining this maximum number FIBA shall consider primarily but not solely the following criteria:
- a. the position of the national member federation in the FIBA World Ranking;
 - b. the category/group of FIBA members to which the national member federation belongs;
 - c. the number of nominations of FIBA Referees from said federation in FIBA National Team Competitions during the preceding two years.
157. For the first two Licensed Periods after the enactment of these Internal Regulations (2017-2019, 2019-2021), FIBA may implement transitional measures in relation to the maximum number of FIBA Referee Licenses in special cases (e.g. gradual reduction).
158. The following conditions shall apply cumulatively to candidatures for FIBA Referees:
- a. FIBA may decide not to accept candidatures by national member federations which do not organise or endorse in their territory a championship of a sufficiently competitive level;
 - b. A national member federation cannot submit more candidatures than the maximum number of FIBA Referee Licenses allocated to it by FIBA;
 - c. Candidate referees must have officiated regularly in a national member federation for at least the preceding two seasons:
 - i. For Black License candidate referees, at the highest level for senior men;
 - ii. For Green License candidate referees, at the highest level for senior women;
 - iii. For White License female candidate referees, at the highest level for senior women;
 - iv. For White License male candidate referees, at the highest level for senior men.
 - d. Referees are not eligible to be candidates for a FIBA Referee License if
 - i. they have turned fifty (50) before the License Period starts; or
 - ii. they are first time candidates and
 - o they turn twenty-five (25) on or after the day the Licensed Period starts; or

- they have turned thirty-five (35) before the Licensed Period starts.
- e. Candidate referees may not hold the position of president or secretary general of a national member federation or be involved directly or indirectly in the process of nominating FIBA Referee candidates by a national member federation;
- f. Candidate referees must pass the following tests:
 - i. The FIBA written test;
 - ii. The FIBA physical fitness test;
 - iii. The medical examination;
 - iv. Any other tests determined by FIBA.

Only the results of official tests and examinations established by FIBA are recognised as part of the FIBA Referee licensing process.

- g. National member federations shall accompany the candidature with their own evaluation of the candidate referee's officiating during the last twelve months of national competitions. In case of multiple candidates, the national member federation shall also submit to FIBA its recommended evaluation ranking of the candidate referees.
- h. National member federations shall ensure that all required forms are completed, stamped signed by their president or secretary general and by the FIBA Referee National Instructor (if any), and sent to FIBA by 31 March. FIBA may introduce an online administration system for the candidatures.

Failure to fulfil any of the above conditions may lead to the rejection of all candidatures by a national member federation or of any candidate referee, as appropriate.

- 159. National member federations must immediately inform FIBA if a FIBA Referee for any reason loses his qualification as a referee at the national highest level (temporarily or definitively) required for his FIBA Referee License.
- 160. In the case of a dispute between a referee and a national member federation, FIBA may intervene and take any measures it considers appropriate.
- 161. FIBA will decide in its sole discretion whether a candidate shall receive a FIBA Referee License and, if so, which category of license. When taking its decision FIBA may take into account the recommended evaluation ranking and consult with the concerned national member federation.
- 162. FIBA shall communicate its decision to the concerned national member federation. FIBA will also issue an invoice to the national member federation requesting payment of the license fee for the entire Licensed Period, corresponding to the number and category of FIBA Referee Licenses granted (see article 3-339).
- 163. The category of the FIBA Referee License cannot be changed during the Licensed Period.
- 164. Subject to the provisions of article 3-168 the FIBA Referee License expires on 31 August of the FIBA Referee's 51st year of age or on the last day of the Licensed Period, whichever comes first.
- 165. FIBA may establish additional, special training and education programs for FIBA Referees ("Refereeing Programs") and prioritise the nomination to senior FIBA National Team Competitions

and FIBA Club Competitions of FIBA Referees that fulfil the requirements of these Refereeing Programs.

166. Holding a FIBA Referee License does not give rise to a right of the FIBA Referee to be nominated in any games. The right of the Regional Office or of FIBA to decide in their sole discretion whether or not to nominate a FIBA Referee to games during the Licensed Period is reserved.

Transfer, Removal of License

167. A FIBA Referee may request a change of his national member federation due to relocation or other important reasons. The consent of the involved national member federations is a condition for FIBA to approve the change, unless such consent is unreasonably withheld. In case of dispute, article 3-160 shall apply.
168. FIBA may remove a FIBA Referee's License temporarily or for the entire Licensed Period in case
- the national member federation fails to pay the entire applicable license fee;
 - the FIBA Referee has lost the qualification as a referee at the highest national level;
 - a sanction is imposed on the FIBA Referee in accordance with the Internal Regulations;
 - the FIBA Referee fails to participate in all FIBA Referees' training programs and activities required by FIBA;
 - there exist circumstances preventing a FIBA Referee from officiating (e.g. injury);
 - the FIBA Referee repeatedly refuses nominations;
 - the FIBA Referee performs poorly; or
 - for any other justifiable reason.

FIBA may act on its own initiative or upon application by the FIBA Referee or by his national member federation.

Duties

169. FIBA Referees shall wear the official FIBA referee uniform when in duty in international games.
170. FIBA Referees represent FIBA on the court. They are obliged to conduct the games in accordance with the Official Basketball Rules and Official Basketball Rules Interpretations, and to respect the provisions of the FIBA General Statutes and Internal Regulations. They must do everything that is reasonably within their power to accomplish their mission in a satisfactory manner.
171. FIBA Referees shall cooperate with the organisers of competitions to ensure the smooth running of the game and must ensure that the interests of the two teams on the court are in no way encroached upon.
172. If FIBA has nominated a FIBA Commissioner or FIBA Technical Delegate at a competition, the FIBA Referee shall report to the FIBA Commissioner or FIBA Technical Delegate immediately upon arrival at the venue of the game.

173. If the FIBA Commissioner or FIBA Technical Delegate is not present, the FIBA Referee shall ensure that all of the players whose names appear on the score sheet have had their eligibility status approved by FIBA. If that is not the case, he shall report this to FIBA.
174. If the FIBA Referee deems it proper to make a report on the game, he shall do so immediately after the game and send it to FIBA or hand it to the FIBA Commissioner or FIBA Technical Delegate, if present.

Nominations

175. Official Basketball Competitions can be officiated only by FIBA Referees of nationalities other than those of the two teams on the court.
176. All the nominations for the FIBA National Team Competitions and FIBA Club Competitions will be sent to the national member federation of the nominated FIBA Referee with copy to the concerned FIBA Referee. The national member federation shall confirm the nomination by the given deadline to FIBA or its respective Regional Office, as applicable. If the national member federation has not responded by the given deadline, FIBA or the respective Regional Office may either request the nominated FIBA Referee to confirm his nomination or nominate another FIBA Referee.
177. For all FIBA National Team Competitions and FIBA Club Competitions, except the FIBA Continental competitions and their qualifying games and tournaments, FIBA nominates an adequate number of FIBA Referees. In nominating FIBA Referees, FIBA shall ensure that all five continents are represented.
178. For the FIBA Continental competitions and their qualifying games and tournaments, the FIBA Regional Office nominates an adequate number of FIBA Referees from the respective continent, subject to FIBA's right to nominate a certain number of referees from another continent to the same competition.
179. Only FIBA can nominate FIBA Referees for:
 - a. Official or friendly national-level senior games (e.g. national league/championship/cup, friendly tournament, etc.) held outside the territory of the referee's national member federation, or
 - b. Friendly games between national teams, if the invited FIBA Referee(s) is (are) coming from a national member federation different than that of the competing teams.

For FIBA-Recognised national team competitions, organisers wishing to retain one or more FIBA Referees shall ask FIBA to nominate the number of FIBA Referees they consider necessary. The organisers will cover the travel and accommodation (board and lodging) expenses, as well as the officiating fees.

180. The procedure for nomination of FIBA Referees by FIBA to events falling under article 3-179 shall be as follows:
 - a. The inviting body must send to FIBA a written request to nominate FIBA Referees before the start date of the event. Unless exceptional circumstances require otherwise, the request must be received at least one (1) month before the start of the event. The inviting

body must specify the details related to the event and to the invitation and may propose if it wishes the name of the referee(s) to be nominated.

- b. FIBA will take all the details of the request into consideration, decide whether to approve the request or not and, in case of approval, it will decide also on the name(s) of the referee(s) to be nominated. FIBA may consult beforehand the national member federation(s) of the said referee(s) or the national member federation(s) in which territory the games will be played and the respective FIBA Region(s).

The same procedure as set out in a. and b. above applies for referees registered with organisations outside FIBA.

Travel and accommodation expenses are to be covered by the organiser or inviting body.

181. Competition organisers shall communicate with FIBA Referees only through FIBA or the respective national member federation.

Travel Arrangements

182. Unless otherwise provided herein, the organiser shall cover the travel expenses of FIBA Referees as follows:
 - a. By train: the cost of a 1st class return ticket, which shall include sleeping accommodation (double chamber) if travelling at night;
 - b. By car: the amount equivalent to the cost of a 1st class return train ticket;
 - c. By plane: the cost of an economy class return ticket (unless otherwise stated in the applicable competition regulations);
 - d. The organiser shall reimburse any fees for visas;
 - e. It is recommended that the organiser sends to the FIBA referees prepaid travel tickets; however, if a FIBA Referee has to purchase the ticket for his travel, reimbursement shall be made in the currency of the referee's country or in any convertible currency, as decided by FIBA.

Fees

183. Refer to article 3-338 for the applicable officiating fees. The Regional Offices may adapt the officiating fees to the specific needs of their region, subject to the Secretary General's approval.
184. For all senior FIBA National Team Competitions, the organiser shall pay the officiating fee and FIBA shall pay the travel expenses to all referees unless agreed differently in the Host Nation Agreement.
185. For all youth FIBA National Team Competitions, FIBA shall pay the officiating fee and the travel expenses to all referees unless agreed differently in the Host Agreement.
186. For FIBA Club Competitions, the applicable competition regulations will determine the amount of the officiating fees and the organisation responsible to pay such fees and travel expenses to referees.

FIBA Honorary Referees

187. Each national member federation has the right to choose candidates for the title of “FIBA Honorary Referee” from amongst former FIBA Referees and persons who have served basketball in the development of referees.
188. A national member federation may have an unlimited number of FIBA Honorary Referees.
189. 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 or jpg file;
 - c. Copy of the passport showing family and first name(s), date of birth and legal nationality.
190. If the proposal is accepted by FIBA, it will issue the FIBA Honorary Referee license, valid for life. FIBA may charge a nominal fee to be paid only once (refer to article 3-339).

FIBA REFEREE INSTRUCTORS

General

191. FIBA Referee Instructors have the following main duties:
 - a. teach and train referees and commissioners at any training events organised by national member federations, Regional Offices or FIBA (“Teaching Duties”); and
 - b. supervise the officiating during Official Basketball Competitions (“Supervising Duties”).
192. In order to implement and supplement the present Internal Regulations, FIBA has established a FIBA Referee Instructor Program (“FRIP”).
193. FIBA Referee Instructors shall comply at all times with the Official Basketball Rules and Official Basketball Rules Interpretations, and respect the provisions of the FIBA General Statutes and Internal Regulations.

Teaching Duties

194. The FIBA Referee Instructors shall teach and train referees and commissioners, provide them with all the necessary knowledge in the areas of behaviour during international competitions, cooperation with partners and all participants, mechanics of officiating, judgment of situations, and control of the game. The information provided by FIBA Referee Instructors must comply with the teaching materials and criteria established by FIBA.
195. The FIBA Referee Instructors shall prepare the referee training activities to which they have been nominated with professional techniques and material provided by FIBA and/or the Regional Offices.

196. The FIBA Referee Instructors shall work in close cooperation with organisers of teaching and training events and support them with any possible means to ensure the smooth running of the events.
197. Regional Instructors shall provide support to the work of the National Instructors. Global Instructors shall provide support to the work of the National and Regional Instructors

Supervising Duties

198. FIBA Referee Instructors shall evaluate and assist the FIBA Referees during the competition. They shall provide the FIBA Referees with all new information and guidelines as established by FIBA.
199. The FIBA Referee Instructor's Supervising Duties in a competition include inter alia to:
 - a. Organise the Pre-Competition Clinic/Camp for the nominated FIBA Referees;
 - b. Analyse officiating during games and fill out the respective forms (e.g. game evaluation form);
 - c. Create a performance ranking after the competition (e.g. competition evaluation form) for the nominated FIBA Referees.
200. The FIBA Referee Instructor's Supervising Duties in individual games include inter alia to:
 - a. Analyse officiating during games and fill out the respective forms (e.g. game evaluation form); and,
 - b. Provide feedback to the FIBA Referees, as per the procedure established by FIBA.
201. FIBA will establish guidelines (e.g. "Evaluation of FIBA Referees") for the exercise of the Supervising Duties by FIBA Referee Instructors.
202. FIBA Referee Instructors shall not interfere, or encourage or aid others to interfere, with the activities of the FIBA Technical Committee of a competition or with those of the Local Organising Committee.

Qualification

203. There are three categories of FIBA Referee Instructors:

National: National Instructors are allowed to perform:

 - a. their Teaching Duties within the territory of their national member federation;
 - b. their Supervising Duties within the territory of the respective national member federation and at youth Continental competitions.

Regional: Regional Instructors are allowed to perform:

 - a. their Teaching Duties within the territory of the respective Regional Office;
 - b. their Supervising Duties within the territory of the respective national member federation and at all Official Basketball Competitions.

Global: Global Instructors are allowed to perform:

 - a. their Teaching Duties worldwide;

- b. their Supervising Duties at all Official Basketball Competitions.
204. To be eligible for selection as FIBA Referee Instructors, candidates need to successfully pass the following levels of the qualification process described in the FRIP:
- a. For National Instructors, level 1;
 - b. For Regional Instructors, levels 1 and 2;
 - c. For Global Instructors, levels 1, 2 and 3.
205. The qualification process will examine the candidate's
- a. knowledge of the English language;
 - b. knowledge of the game;
 - c. teaching and communication skills;
 - d. expertise in the area of evaluating referees;
 - e. knowledge of the mechanics of officiating.

FIBA may issue guidelines for the examination of candidates and notify them in advance of any additional examination topics.

Selection

206. Each national member federation may select one National Instructor. He must be a permanent resident in the country of the national member federation and must have successfully passed level 1 of the most recent qualification process. The national member federation may remove such National Instructor at its discretion or replace him with another eligible person.
207. FIBA may select an adequate number of Regional and Global Instructors from among persons having successfully passed the required levels of the most recent qualification process. FIBA may remove such a Regional or Global Instructor at its discretion or replace him with another eligible person or decide with the instructor's consent his transfer to another national member federation.

Nominations

208. Nominations are coordinated and approved:
- a. by national member federations, for National Instructors who will exercise Teaching Duties within the territory of their national member federation or Supervising Duties at national competitions;
 - b. by FIBA or the Regional Office, for Regional Instructors and for National Instructors who will exercise duties outside the territory of their national member federation;
 - c. by FIBA, for Global Instructors.
209. With respect to Teaching Duties, the governing body of the competition or other activity may ask FIBA or the Regional Office (as applicable) to appoint FIBA Referee Instructors of the respective category to conduct a clinic for the participants.

210. Nominations are sent directly to the FIBA Referee Instructor for acceptance and to his national member federation for information. The FIBA Referee Instructor must confirm his within the deadline set by FIBA or the Regional Office.
211. Holding the title of FIBA Referee Instructor (National, Regional, Global) does not give rise to a right of the FIBA Referee Instructor to be nominated in any activities or games. The right of national member federations, of the Regional Offices and of FIBA to decide in their sole discretion whether or not to nominate a FIBA Referee Instructor is reserved.

Travel Arrangements

212. Article 3-182 governing FIBA Referees apply mutatis mutandis to FIBA Referee Instructors.

Fees

213. Articles 3-183 to 3-186 governing FIBA Referees apply mutatis mutandis to FIBA Referee Instructors.

FIBA COMMISSIONERS

License

214. FIBA Commissioner Licenses are granted by FIBA every two (2) years (2019, 2021, etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") starting on 1 September (e.g. 2019) and expiring on 31 August (e.g. 2021).
215. The following biennial procedure applies for the granting of a FIBA Commissioner License:
 - a. On or before 31 January, FIBA shall open the licensing process and inform the national member federations accordingly;
 - b. Between January and March, national member federations shall organise a written test of the candidate commissioners in accordance with FIBA's guidelines;
 - c. By no later than 31 March, national member federations shall submit to FIBA the required documentation for the candidature(s);
 - d. On or before 15 June, FIBA shall publish the list of FIBA Commissioners.
216. When opening the licensing process, FIBA shall communicate the maximum number of FIBA Commissioner Licenses per national member federation for a Licensed Period, which cannot exceed 50% of the number of FIBA Licenses granted to referees from the same national member federation for the same License Period. In case of decimal number, it will be rounded up to the next whole number.

For the first two Licensed Periods after the enactment of these Internal Regulations (2017-2019, 2019-2021), FIBA may implement transitional measures in relation to the maximum number of FIBA Commissioner Licenses in special cases (e.g. gradual reduction).

217. The following conditions shall apply cumulatively to candidatures for FIBA Commissioner:

- a. FIBA may decide not to accept candidatures by national member federations which do not organise or endorse in their territory a championship of a sufficiently competitive level;
- b. A national member federation cannot submit more candidatures than the maximum number of FIBA Commissioner Licenses allocated to it by FIBA;
- c. Commissioners are not eligible to be candidates for a FIBA Commissioner License if
 - i. they have turned seventy (70) before the Licensed Period starts; or
 - ii. they are first time candidates and
 - they turn thirty-five (35) on or after the day the Licensed Period starts; or
 - they have turned fifty-five (55) before the Licensed Period starts.
- d. Candidate commissioners may not hold the position of president or secretary general of a national member federation or be involved directly or indirectly in the process of nominating FIBA Commissioner candidates by a national member federation;
- e. Candidate commissioners must pass the written test. Only the results of official tests and examinations established by FIBA are recognised as part of the FIBA Commissioner licensing process;
- f. National member federations shall ensure that all required forms are completed, stamped, signed by their president or secretary general and by the FIBA Referee National Instructor (if any), and sent to FIBA by 31 March. FIBA may introduce an online administration system for the candidatures.

Failure to fulfil any of the above conditions may lead to the rejection of all candidatures by a national member federation or of any candidate commissioner, as appropriate.

In the case of dispute between a commissioner and a national member federation, FIBA may intervene and take any measures it considers appropriate.

218. FIBA will decide in its sole discretion whether a candidate shall receive a FIBA Commissioner License for the License Period. When taking its decision, FIBA may consult with the concerned national member federation.
219. FIBA shall communicate its decision to the concerned national member federation. FIBA will also issue an invoice to the national member federation requesting payment of the license fee for the entire Licensed Period, corresponding to the number of FIBA Commissioner Licenses granted (see article 3-339).
220. Subject to the provisions of article 3-222, the FIBA Commissioner License expires on 31 August of the FIBA Commissioner's 71st year of age or on the last day of the Licensed Period, whichever comes first.
221. Holding a FIBA Commissioner License does not give rise to a right of the FIBA Commissioner to be nominated in any games. The right of the Regional Office or of FIBA to decide in their sole discretion whether or not to nominate a FIBA Commissioner to games during the Licensed Period is reserved.
222. Articles 3-167 and 3-168 governing the transfer and removal of FIBA Referee Licenses apply mutatis mutandis to FIBA Commissioner Licenses.

Duties

223. A FIBA Commissioner represents and acts on behalf of the Secretary General. He shall:
- Ensure that the games are conducted in accordance with the spirit and the letter of the Official Basketball Rules and the FIBA Internal Regulations;
 - Do everything that is reasonably within his power to accomplish his mission in a satisfactory manner;
 - Ensure the full cooperation of the FIBA Referees, the organisers and the teams;
 - Provide information to the FIBA Referees if he is requested to do so during or after the game; the final decision shall rest with the referees;
 - Be primarily responsible for the smooth running of the scorers' table, being seated between the timekeeper and the scorer.
224. 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 (or professional security service) presence to ensure the smooth and sportsmanlike running of the game.
225. Having completed his duties, the FIBA Commissioner shall make a report on the competition and send it to FIBA within the given deadline, together with all required documents.
226. The FIBA Commissioner must send to FIBA, without delay, any claim or protest received, adding any information he may deem relevant.
227. FIBA Commissioners shall comply at all times with the Official Basketball Rules and Official Basketball Rules Interpretations and respect the provisions of the FIBA General Statutes and Internal Regulations.

Nominations

228. Subject to FIBA's decision for a specific game or competition that the duties of the FIBA Commissioner shall be undertaken by a FIBA Technical Delegate, only a FIBA Commissioner of nationality other than those of the two teams on the court can be nominated in Official Basketball Competitions.
229. Articles 3-176 to 3-181 governing FIBA Referees apply mutatis mutandis to FIBA Commissioners.

Travel Arrangements

230. Article 3-182 governing FIBA Referees applies mutatis mutandis to FIBA Commissioners.

Fees

231. Articles 3-183 to 3-186 governing FIBA Referees apply mutatis mutandis to FIBA Commissioners.

FIBA TECHNICAL DELEGATES

License

232. FIBA Technical Delegate Licenses are granted by FIBA every two (2) years (2019, 2021 etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") starting on 1 September (e.g. 2019) and expiring on 31 August (e.g. 2021).
233. The FIBA Regional Offices, at their discretion, select and propose candidates to FIBA. The following conditions shall apply cumulatively to candidatures for FIBA Technical Delegates:
- a. Persons who, on the date of the first workshop, hold one of the following positions or capacities, are not eligible to be candidates for a FIBA Technical Delegate License:
 - i. Holder of a FIBA Referee License;
 - ii. Active player, coach or agent;
 - iii. President or Secretary General of a national member federation;
 - iv. FIBA Central Board or FIBA Executive Committee member;
 - v. FIBA Zone Board or FIBA Zone Executive Committee member.
 - b. Persons who have turned sixty-three (63) before the License Period starts are not eligible to be candidates for a FIBA Technical Delegate License;
 - c. Candidates shall submit to FIBA a copy of their passport showing family and first name(s), date of birth and legal nationality. FIBA may introduce an online administration system for the candidatures;
 - d. Candidates shall complete the specific FIBA Technical Delegate Questionnaire;
 - e. Candidates shall participate in the workshop(s) organised by FIBA for the FIBA Technical Delegate Candidates;
 - f. Candidates shall successfully pass the official tests established by FIBA, which will examine the candidate's
 - i. knowledge of the English language;
 - ii. knowledge of the FIBA Official Basketball Rules;
 - iii. knowledge of the FIBA General Statutes, the FIBA Internal Regulations and all relevant handbook/guidelines issued by FIBA;
 - iv. competence in event management, sport business aspects and administration.
- FIBA may issue guidelines for the examination of candidates and notify them in advance of any additional examination topics.
- Failure to fulfil any of the above conditions may lead to the rejection of the candidature.
234. FIBA will organise workshops for candidates as well as refresher workshops for FIBA Technical Delegates, with the assistance of the respective FIBA Regional Office.
235. FIBA will decide in its sole discretion whether a candidate shall receive a FIBA Technical Delegate License for the Licensed Period. When taking its decision FIBA may consult with the candidate's national member federation.
236. FIBA shall communicate its decision to the candidate with a copy to the concerned national member federation.

237. Subject to the provisions of article 3-239, the FIBA Technical Delegate License expires on the last day of the Licensed Period.
238. Upon expiry of the FIBA Technical Delegate's License, FIBA may waive the requirement of the exam and extend the License for another period, if he continues to meet all other conditions of article 3-233.
239. Articles 3-167 and 3-168 governing the transfer and removal of FIBA Referee Licenses apply mutatis mutandis to FIBA Technical Delegate Licenses, save for the non-payment of the license fee.

Duties

240. FIBA Technical Delegates shall wear the official FIBA uniform when in duty in international games.
241. FIBA Technical Delegates are FIBA's representatives regarding the operations of a game. They are obliged to behave in accordance with highest ethical and professional standards and to respect the provisions of the FIBA General Statutes, Internal Regulations, handbooks/guidelines and the decisions of FIBA. They must do everything in their power to accomplish their mission in a satisfactory manner.
242. If FIBA has nominated a FIBA Technical Delegate at a game, he shall notify the organiser immediately upon arrival in the country.
243. FIBA Technical Delegates shall be responsible in particular for the following:
 - a. The preparation of the game and the set-up of the venue;
 - b. The implementation of the FIBA Basketball World Cup Qualifiers', FIBA Continental Cup Qualifiers', or FIBA Women's Qualifying Events' commercial concept;
 - c. The TV Production;
 - d. The implementation of the appropriate media services and facilities;
 - e. That the game is conducted in compliance with the spirit and the letter of the FIBA Statutes, the FIBA Internal Regulations and FIBA Official Basketball Rules;
 - f. The smooth running of the Scorer's Table;
 - g. The proper conduct of any doping control tests;
 - h. The proper conclusion of the game.

The applicable special competition regulations, handbook or guidelines may include other or further duties of the FIBA Technical Delegates.

Nominations

244. Holding a FIBA Technical Delegate License does not give rise to a right of the FIBA Technical Delegate to be nominated in any games. The right of the Regional Office or of FIBA to decide in their sole discretion whether or not to nominate a FIBA Technical Delegate to games during the Licensed Period, is reserved.

245. FIBA will determine the games or tournaments in which a FIBA Technical Delegate is to be nominated. Subsequently, the nomination will be made:
- By FIBA, for world competitions;
 - By the Regional Office, for continental competitions.
246. Nominations will be sent to the FIBA Technical Delegate with a copy to the concerned national member federation. The FIBA Technical Delegate shall confirm the nomination by the given deadline to FIBA or its respective Regional Office, as applicable, and send a copy to his national member federation. If the FIBA Technical Delegate has not responded by the given deadline FIBA or the respective Regional Office may nominate another FIBA Technical Delegate.
247. FIBA will establish special guidelines for the travel arrangements of FIBA Technical Delegates.

Fees

248. Refer to article 3-338 for the applicable fees.
249. The fees shall be paid
- For games of the FIBA Basketball World Cup Qualifiers, FIBA Continental Cup Qualifiers or FIBA Women's Qualifying Events, by FIBA;
 - In all other games of senior events, by the host national member federation;
 - In games of junior events, by FIBA through the host national member federation.

FIBA TABLE OFFICIALS

General

250. Table officials are:
- The Scorer
 - The Assistant Scorer
 - The Timer
 - The Shot Clock Operator
251. Only FIBA Table Officials may act in such capacity at Official Basketball Competitions.

License

252. FIBA Table Official Licenses are granted by FIBA every two (2) years (2019, 2021, etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") defined by FIBA.
253. Each national member federation has the right to choose, from amongst its best national table officials, candidates for FIBA Table Officials. Unless FIBA decides otherwise, each national member federation can have an unlimited number of FIBA Table Officials.

254. FIBA Table Official candidates shall:

- a. be officially proposed to FIBA by their national member federation;
- b. not hold the position of president or secretary general of a national member federation or be involved directly or indirectly in the process of nominating FIBA Table Officials candidates by a national member federation;
- c. complete the requisite online training;
- d. pass the theoretical and practical test;
- e. have reasonably sufficient practical experience; and
- f. not have turned sixty-three (63) years before the License Period starts.

Only the official tests and examinations established by FIBA are valid.

255. FIBA Table Official candidates shall register to the FIBA online platform and provide all information as required by FIBA.

256. After receipt of the complete documentation of a FIBA Table Official candidate, FIBA shall inform the respective national member federation of its decision on that candidate.

257. A FIBA Table Official may apply for a two (2)-year renewal of his license if he has completed the requisite online training and has passed the theoretical test before the expiry of the license, within a deadline set by FIBA.

258. FIBA will decide in its sole discretion whether a candidate shall become a FIBA Table Official or whether a FIBA Table Official's license shall be renewed. In particular, FIBA may decide to grant only as many licenses as required for the servicing of Official Basketball Competitions. When taking its decision, FIBA may consult with the concerned national member federation.

259. Holding a FIBA Table Official License does not give rise to a right of the FIBA Table Official to be nominated in any games. The right of the hosting national member federation or club, or of FIBA, to decide in their sole discretion whether or not to nominate a FIBA Table Official to games is reserved.

260. Article 3-160 governing disputes as well as articles 3-167 and 3-168 governing the transfer and removal of FIBA Referee Licenses apply mutatis mutandis to FIBA Table Official Licenses, save for the non-payment of the license fee.

Duties

261. A FIBA Table Official shall act in each game for which he is nominated in accordance with the Official Basketball Rules and deliver his duties with neutrality and competently. He shall always respect the FIBA General Statutes and Internal Regulations, and do everything in his power to accomplish his mission in a satisfactory manner.

262. The duties of the FIBA Table Officials are defined in the Official Basketball Rules.

Nominations

263. The nominations of FIBA Table Officials to games of Official Basketball Competitions are made by the hosting national federation or club, which shall inform FIBA of any nomination without undue delay. FIBA shall have the right to refuse a nomination and nominate FIBA Table Officials at its own discretion if deemed necessary for a specific Official Basketball Competition or game(s) thereof.
264. The hosting national federation or club shall communicate with FIBA Table Officials only through their respective member federations.

Fees

265. The hosting national federation or club shall pay fees to the FIBA Table Officials according to the local standards for table officials.

CHAPTER 8: STATISTICS

GENERAL PRINCIPLES

266. Statistics in Official Basketball Competitions shall be taken
- by FIBA Statisticians in accordance with the FIBA Statistics Manual, as amended from time to time; and
 - by using exclusively the statistics tool(s) provided by FIBA.

FIBA STATISTICIANS

License

267. FIBA Statistician Licenses are granted by FIBA every two (2) years (2017, 2019 etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") defined by FIBA.
268. Each national member federation has the right to choose, from amongst its best national statisticians, candidates for FIBA Statisticians. Unless FIBA decides otherwise, each national member federation can have an unlimited number of FIBA Statisticians.
269. FIBA Statistician candidates shall:
- be officially proposed to FIBA by their national member federation;
 - not hold the position of president or secretary general of a national member federation or be involved directly or indirectly in the process of nominating FIBA Statistician candidates by a national member federation;
 - completed the requisite online training;
 - participate in a FIBA-endorsed Statistician Clinic;
 - pass the theoretical and practical test; and
 - have reasonably sufficient practical experience.
- Only the official tests and examinations established by FIBA are valid.
270. FIBA Statistician candidates shall, before the FIBA-endorsed Statistician Clinic in which they seek to participate, register on the FIBA online platform and provide all information as required by FIBA.
271. After the FIBA-endorsed Statistician Clinic, FIBA will inform the respective national member federation of its decision on that candidate.
272. A FIBA Statistician may apply for a two-year renewal of his license if he has attended a FIBA-endorsed Statistician Clinic and has passed all tests before the expiry of the license, within a deadline set by FIBA.
273. FIBA will decide in its sole discretion whether a candidate shall become a FIBA Statistician or whether a FIBA Statistician's license shall be renewed. In particular, FIBA may decide to grant

only as many licenses as required for the servicing of Official Basketball Competitions. When taking its decision, FIBA may consult with the concerned national member federation.

274. Holding a FIBA Statistician License does not give rise to a right of the FIBA Statistician to be nominated in any games. The right of the hosting national member federation or club, or of FIBA, to decide in their sole discretion whether or not to nominate a FIBA Statistician to games is reserved.
275. FIBA shall maintain a list of all FIBA Statisticians.
276. Article 3-160 governing disputes as well as articles 3-167 and 3-168 governing the transfer and removal of FIBA Referee Licenses apply mutatis mutandis to FIBA Statistician Licenses, save for the non-payment of the license fee.

Duties

277. A FIBA Certified Statistician shall act in accordance with the FIBA Statistics Manual and any other directions issued by FIBA.
278. A FIBA Certified Statistician shall act in each game for which he is nominated in accordance with the Official Basketball Rules and deliver his duties with neutrality and competently. He shall always respect the FIBA General Statutes and Internal Regulations (in particular the FIBA Ethics Code, the FIBA Code of Conduct and Fair Play, the FIBA Internal Regulations governing Betting and Corruption), and do everything in his power to accomplish his mission in a satisfactory manner.

Nominations

279. The nominations of the FIBA Statisticians to games of Official Basketball Competitions are made by the hosting national federation or club. FIBA shall have the right to refuse a nomination and appoint FIBA Statisticians at its own discretion if deemed necessary for a specific Official Basketball Competition or game(s) thereof.
280. The hosting national federation or club shall provide the details of the entire statisticians team (including their respective role) to FIBA, at least two (2) weeks prior to the start of the Official Basketball Competition and in due time for each game thereof.

Fees

281. The hosting national federation or club shall pay fees to the FIBA Statisticians according to the local standards for statisticians.

CHAPTER 9: PLAYERS' AGENTS

282. These rules govern the activities of players' agents licensed by FIBA (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 jointly referred to as "Players").
283. Any national member federation may establish its own regulations governing players' agents who deal with transfers of domestic players within their own federation. Such regulations:
- a. must be approved by FIBA; and
 - b. must respect the principles set out in this Chapter; and
 - c. may enter into force no earlier than their written approval by FIBA.
- In the event that the national regulations are in conflict with the FIBA Internal Regulations, the latter shall prevail.

GENERAL MATTERS

284. 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.
285. Clubs are entitled to use the services of an Agent to represent them or safeguard their interests in negotiations with players. The Agent must be in possession of a valid license issued by FIBA.
286. Players and clubs are not permitted to use the services of an agent who is not in possession of a valid license issued by FIBA.
287. Article 3-286 does not apply if an agent is licensed to practice law in the country of his permanent residence.

GRANTING THE LICENSE

288. Any individual wishing to act as an Agent shall file an application with FIBA on the Standard Application Form provided for that purpose.
289. FIBA shall require the candidate to provide a certificate confirming that he is in good standing, in particular, that he has no criminal record.
290. Individuals only may apply for a license. Applications from legal entities or non-incorporated businesses are not admissible, but individuals who have obtained a license are allowed to operate through a legal entity or non-incorporated business, provided that the license-holder continues to be the only person responsible vis-à-vis FIBA.
291. An application may be rejected if the candidate is not in good standing, in particular if he has a criminal record, or if he does not have a good reputation.

292. A person applying for an Agent's license may not, under any circumstances, hold a position within or be otherwise involved personally or through third persons in FIBA, a Zone, a member federation, a club, or any organisation connected with such entities such as leagues or players' associations.
293. If an application for an Agent's license is admissible pursuant to articles 3-288 and 3-292 above, FIBA shall invite the candidate for a personal interview and a test (see article 3-294 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 fulfil all other requirements.
294. 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.
295. If the requirements of article 3-294 are not met, the application will be rejected.
296. FIBA may charge expenses and/or a fee for conducting the interview and the test. The candidate shall bear his own expenses.
297. FIBA may charge an annual fee not exceeding that stipulated in article 3-339.
298. Within thirty (30) days after the personal interview and the test, FIBA shall inform the candidate whether the requirements under article 3-294 above have been met.
299. (deleted).
300. If the requirements under article 3-294 above and 3-301 below have been met, FIBA shall issue a license to the candidate and shall inform the respective Zone accordingly. The license shall be strictly personal and non-transferable.
301. If the national member federation of the country in which the candidate is domiciled enacts or has enacted regulations governing 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 3-283.
302. FIBA shall publish on its website a list of licensed Agents and their clients (clubs and players), and shall update this information regularly.

KEEPING THE LICENSE CURRENT

303. An Agent shall attend all seminars organised by FIBA in order to remain up to date on new developments concerning agents' activities. FIBA may request the Agent to prove that the requirements for the issuing of the license are still met (see article 3-301).
304. An Agent must pay the annual fee provided for in article 3-297.

RIGHTS OF AGENTS

305. Agents shall have the following rights:
- To contact any player who has not yet retained another Agent (a player can be represented by one Agent only at the same time);
 - To represent any player or club requesting him to negotiate and/or conclude a contract on his/its behalf;
 - To manage the affairs of any player who requests him to do so.
306. An Agent may represent a player or manage his affairs under the terms of article 3-305 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 if requested so by the other party or by FIBA.
307. The duration of a contract shall not exceed a period of two (2) years but may be renewed through a new written contract of the parties.

DUTIES OF AGENTS

308. Agents shall have the following duties:
- To comply with the statutes and regulations of the member federations, Zones, and FIBA at all times;
 - To ensure that every transaction in which he is involved conforms with these Regulations;
 - To notify the name of a new client to FIBA immediately but no later than seven (7) days of signing a new contract to represent a player or club and to inform FIBA immediately but no later than seven (7) days after the termination of a representation contract;
 - 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;
 - 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;
 - To accept payment only from or on behalf of the player/club with whom/which he is contractually linked, unless authorised in writing by his client. Such payment may not exceed ten per cent (10%) of the value of the player contract;

- 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 1 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 1 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, Players' Agents, Anti-Doping, and the risks against match-fixing;
- 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 salaries, performance of services, 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, email and other appropriate means of communication, and such other facilities normally deemed necessary and to be reasonably available to conduct business effectively and efficiently as an Agent;
- u. Never to terminate, encourage or be involved in the termination of a player's contract on the basis of non-payment of the agent fee; and
- v. Never to advise or counsel a player not to make himself available for his national team activities.

SANCTIONING OF AGENTS

309. FIBA, through the Secretary General, shall be entitled to sanction an Agent as per article 3-311 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 3-303 above;
- c. If the Agent fails to pay the annual fee for his license (see article 3-297);
- 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 3-301);
- e. If the Agent is in breach of any of his duties according to these Regulations;
- f. For other important reasons.

310. The Agent has a right to be heard.

311. The following sanctions shall apply:

- a. A warning or reprimand;
- b. A fine;
- c. Withdrawal of the license.

312. The sanctions may be cumulative.

DUTY OF PLAYERS

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

SANCTIONING OF PLAYERS

314. 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 sanction the player as follows:

- a. A warning or reprimand;
- b. A fine;
- c. Impose a ban on international transfers on the player.

315. The sanctions may be cumulative.

DUTY OF CLUBS

316. 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 3-287.

SANCTIONING OF CLUBS

317. In the event that a club violates one or more of the provisions under article 3-316 above, FIBA acting through the Secretary General is entitled to impose the following sanctions:
- a. A warning or reprimand;
 - b. A fine;
 - c. Prohibiting the club from carrying out national and/or international transfers;
 - d. Ban from all national and/or international basketball activity.
318. The sanctions may be cumulative.

SPECIAL PROVISIONS APPLICABLE TO AGENTS

319. 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.
320. FIBA shall publish on its website the name of any Agent who has terminated his activities or had his license withdrawn.
321. (deleted).

OTHER SPECIAL PROVISIONS

322. A national member federation that exercises the option of establishing its own regulations governing the activities of players' agents for transfers of domestic players within their own federation is obliged to organise a system of personal interviews similar to that provided for in these Regulations. Exceptions require FIBA's prior written approval.
323. 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 7).

CHAPTER 10: BASKETBALL ARBITRAL TRIBUNAL (BAT)

GENERAL PRINCIPLES

324. FIBA established an independent tribunal, named the Basketball Arbitral Tribunal (BAT, formerly known as FIBA Arbitral Tribunal) 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.
325. BAT awards shall be final and binding upon communication to the parties.
326. The BAT is primarily designed to resolve disputes between clubs, players and agents. Upon request by a BAT arbitrator, FIBA may assist BAT in communicating with parties.
327. 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, irrespective of parties’ domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.”

THE BAT ARBITRATION RULES

328. Arbitration proceedings before BAT will be conducted in accordance with the BAT Arbitration Rules which shall be available on the FIBA website.
329. Any proposed changes to the BAT Arbitration Rules shall be prepared by the FIBA Legal Commission or the BAT Secretariat and shall be submitted to the BAT President for approval. The amended BAT Arbitration Rules may enter into force no earlier than their publication on the FIBA website.

SEAT OF THE BAT

330. The BAT and each arbitral proceeding before a BAT arbitrator have their seat in Geneva, Switzerland. Arbitration proceedings before the BAT are governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties’ domicile.

FINANCING

331. 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

332. 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.
333. 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

334. 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 BAT and by approving amendments to the BAT Arbitration Rules;
 - b. To establish a list of at least five (5) BAT arbitrators for a renewable term of two (2) years and to (re-)appoint BAT arbitrators or remove them from the list. The BAT arbitrators shall have legal training and 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

335. In the event that a national member federation, club, player, coach or agent participating in a BAT Arbitration (the "first party") fails to honour a final award, order or any provisional or conservatory measures (collectively, the "decision") of BAT or CAS, the party seeking the honouring of such decision award (the "second party") shall have the right to request that FIBA sanctions the first party.

The sanctions that FIBA may impose are the following:

- a. A monetary fine of up to CHF 150,000. This fine can be applied more than once; and/or
- b. Withdrawal of the FIBA license if the first party is a player's agent or of the WABC membership if the first party is a coach; and/or
- c. A ban on international transfers if the first party is a player; and/or
- d. A ban on participation in international competitions with his national team and/or club if the first party is a player; and/or
- e. 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 cumulatively and more than once.

The above sanctions can be extended, in FIBA's sole discretion, to natural or legal persons which are directly or indirectly linked to the first party, either from a legal or a sporting perspective (e.g. different entity under a similar name etc.).

336. The second party shall send to FIBA with his request for sanctions a copy of the BAT award. 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 and to honour the BAT award. Upon request by FIBA, the national member federation to which the first party is affiliated shall actively and promptly take all necessary measures to ensure that the first party fully honours the BAT award within a time limit fixed by FIBA. If a national federation fails to comply with the present article, FIBA may impose disciplinary sanctions on the national federation in accordance with Book 1, Chapter 6.
337. 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 7).

CHAPTER 11: FEES AND ALLOWANCES

[Notes to Chapter 11:

i. Terms of payment

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

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

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

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

ii. Currency of Reference

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

338. Allowances/Fees Payable listed in Book 3:

Article number	Item		Amount
3-183, 3-248, and 3-231	Allowance/officiating fee payable for - FIBA Referees, - FIBA Commissioners, - FIBA Technical Delegates	1) Single game, Men or Women*	CHF 450
		2) Tournament lasting five (5) days or less	CHF 700
		3) Olympic Qualifying Tournaments - Men	CHF 1,700
		4) Olympic Qualifying Tournaments - Women	CHF 1,400
		5) FIBA World Championship - Men	CHF 2,500
		6) FIBA World Championship - Women	CHF 1,500
		7) FIBA World Championships - Youth	CHF 1,250
3-213	Daily fees payable by Clinic Organisers to International Referee Instructors for each day of the clinic plus days of travel		CHF 150

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

339. Fees and dues payable to FIBA, a FIBA Regional Office or a national member federation listed in Book 3:

Article number	Item	Amount
3-21; 3-23; 3-33	Administrative fee chargeable for exceptional change of eligibility	CHF 2,000 to 20,000
3-63	Administrative fee chargeable for a Letter of Clearance	CHF 250
3-100a.	Participation fee chargeable by FIBA/Regional Office for Foreign Player License "A" per year includes CHF 15 issuing fee	Men Maximum CHF 400 Women Maximum CHF 250
3-100b.	Participation fee chargeable by FIBA/Regional office for FIBA Player License "B" per year includes CHF 15 issuing fee	Men Maximum CHF 1,200 Women Maximum CHF 600
3-297	Annual fee for FIBA Players' Agent License	Maximum CHF 1,000
3-116	Administration fee for processing FIBA Approved Coach documentation	CHF 50
3-162 and 3-219	Annual fee payable by national member federations for each FIBA Referee and Commissioner from Category "A" national member federations	CHF 100
	Categories "B" & "C" national member federations	CHF 75
	Category "D" national member federations	CHF 15
3-190	Once-only fee payable by a national member federation for the issuance of Honorary Referee License	CHF 50

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

3-63	National member federation of origin	CHF 150
	New national member federation	CHF 50
	FIBA	CHF 50

APPENDIX 1: 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.

1. Engagement

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

or

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

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.

or

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 Regulations 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;

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). The Player is released from this obligation in the event that the player contract includes 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.

or

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).

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. 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 5.

6. Confidentiality

The parties agree to keep confidential the contents of this Agreement and any matters related thereto.

7. Arbitration

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

Date _____

Place _____

The Agent _____

The Club _____

Player _____ /For

the

*** Disclaimer:**

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

Parties that use this master agreement acknowledge that it cannot and does not 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.

APPENDIX 2: SUGGESTED MAIN POINTS – CLUB AND PLAYER CONTRACT

1. Parties
 - Name/address of player, date of birth, nationality
 - Name/address of club, legal representative
2. Basic Regulations to be referenced in the Contract The following form an integral part of the contract:
 - Statutes and regulations of the club
 - Statutes and regulations of the league
 - Statutes and regulations of the national member federation of FIBA General Statutes and Internal Regulations
 - 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? Fringe benefits? Including/excluding tax?
 - Social security, health insurance?
 - 4.2 Vacation
 - 4.3 Release for national team (cf. articles 3-34 to 3-51 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)

9. 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.)



