



# FIBA INTERNAL REGULATIONS

A large, faint, light-colored illustration of two basketball players in a key position is centered on the page. The players are shown in profile, facing each other, with one player appearing to be in a defensive stance and the other in an offensive stance. The illustration is composed of simple, thick lines and is enclosed within a large, light-colored oval border.

## BOOK 3 PLAYERS AND OFFICIALS

IN FORCE AS OF 1 JANUARY 2022

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## CHAPTER 1: ELIGIBILITY, NATIONAL STATUS AND AVAILABILITY OF PLAYERS

### ELIGIBILITY OF PLAYERS

1. To be eligible to participate in Competitions of FIBA (see article 2-3), 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 responsible and strictly liable for the eligibility of its national team players and of the players registered with it. It will bear the consequences of any violations of the Internal Regulations, Book 3, Chapters 1 and 2 governing eligibility, national status, and international transfer. It is not necessary that fault or negligence be demonstrated on the National Member Federation's part in order to establish a violation by the National Member Federation.
3. All players who participate in Competitions of FIBA and/or those of its National Member Federations shall:
  - a. Respect the Code of Conduct (see Book 1, Chapter 5), including the Code of Fair Play (see articles 1-104 to 107), 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; Collaborate with FIBA in any investigation regarding a possible violation of the FIBA General Statutes or Internal Regulations (see articles 1-99 to 1-101); and
  - d. Receive approval from FIBA under article 3-132 after registering on 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 participate may be refused also to players or other members of a team delegation who do not provide a signed copy of the entry form, as required for Competitions of FIBA, in which they agree to accept, inter alia:

  - a. The FIBA Internal Regulations governing Anti-Doping; and
  - 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 1-157 to 1-187.
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). They apply at national team level and at international club level.
11. 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

12. 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.
13. 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 3-14).

### National Teams

14. 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 and national status according to the Internal Regulations.

### Players with Two or More Nationalities

15. Any player with two (2) legal nationalities or more, by birth or by naturalisation, may choose at any age the national team for which the player 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 3-19].
16. However, if a player having two (2) or more nationalities is summoned by a National Member Federation after reaching the age of eighteen (18), the player is obliged to choose for which national team the player wishes to play. If the player has declined the summons, the player may choose only the national team of the other country/one of the other countries, unless the player declares, in writing, within fifteen (15) days of receiving the summons that the player has chosen the country that summoned the player first.  
[Note: for an exception see article 3-22].
17. Any player who has played (i.e. appeared on the Final Team Delegation Roster) in a main official competition of FIBA (including a FIBA 3x3 Competition) for a national team for which the player is eligible is considered as having chosen the national team of that country.
18. Choices made under articles 3-15, 3-16 and 3-17 are irrevocable, with the exception of cases provided for under articles 3-21, 3-22, and 3-32.
19. A player who has transferred as a young player according to articles 3-73 or 3-74 may not choose to play for the national team of any country other than the country from which the player transferred, until the player has reached the age of twenty-three (23). In exceptional cases, the Secretary General may in his sole discretion decide to only restrict such a player from playing for the national team of the country to which the player transferred, until the player has reached the age of twenty-three (23).
20.
  - 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), regardless of whether the additional nationality acquired is deemed effective at birth. This provision applies also to any player having the right to acquire another 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 (16) 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 the player 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 the player wishes to play;
  - Any other criteria capable of establishing a significant link between the player and the national team for which the player 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 3-20.b., above.
- d. In the event that a decision under this article 3-20 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 3-342).
21. A player who has played (see article 3-17) for a national team in a main official competition of FIBA (see article 2-3) only before reaching his or her seventeenth (17<sup>th</sup>) 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.
22. A player who has played (see article 3-17) for a national team in a main official competition of FIBA (see article 2-3) after having reached his or her seventeenth (17<sup>th</sup>) 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 or her country of origin, if this is in the interest of the development of basketball in this country. An administrative fee as stipulated in article 3-342 and decided by the Secretary General is payable to FIBA.
23. 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 the player 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

24. The requirement in article 3-14 of holding the legal nationality of the country for whose national team a player seeks to play in 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.
25. 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.
26. A player who does not satisfy the provisions of article 3-25 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 3-20.
27. Articles 3-20, 3-21, and 3-22 apply mutatis mutandis.

#### Club Teams

28. For FIBA Club Competitions, the composition of the teams is not subject to any limitation concerning the legal nationality of the players. However, National Member Federations and FIBA Zones may establish more restrictive regulations. Where the duration of a tournament does not exceed fifteen (15) days, the governing body of that competition may also establish more restrictive regulations.

#### DECISIONS

29. Unless provided otherwise, all decisions regarding the eligibility and the national status of players are taken by the FIBA Legal Commission acting through the Secretary General. With respect to Zone championships and in the event of doubts, he may consult with the relevant FIBA Executive Director.

#### SANCTIONS

30. Where there are violations of the provisions contained in the articles in this Book 3 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.
31. 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

32. 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 3-342).

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

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

33. Any club that signs a contract with a player is obliged to release that player when the player 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.
34. Any player registered with a club is obliged to reply in the affirmative when summoned to play for the player's national team and participate fully in the national team activities during the release period defined in these Internal Regulations.
35. 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.
36. Any special agreement reached by FIBA in accordance with article 3-55 shall remain unaffected.

#### Procedure for Calling a National Team Player

37. 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:
- Registered mail with recorded delivery;
  - Email;
  - Telefax (with confirmation of receipt);
  - Express courier with recorded delivery; or
  - Delivery by hand (with confirmation of receipt).

Release Period

38. For the FIBA Basketball World Cup Qualifiers, FIBA Continental Cup Qualifiers, FIBA Women's Olympic Qualifying Events, FIBA Women's Basketball World Cup Qualifying Tournaments, and FIBA Women's Continental Cup Qualifiers, 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 that are not held in the form of a tournament.

And

- b. the duration of the FIBA National Team Competition.
39. 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 the player's club no later than twenty-four (24) hours of the end of the last game of the release period.
40. If a player is called to play on the player's national team for a FIBA National Team Competition and this player does not fully participate in the activities of the national team for whatever reason (including injury or illness) other than a decision of the player's National Member Federation, the player shall not play for a club during 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 article 2-51)

### Sanctions

44. If the player refuses to play for the player's national team and does not demonstrate that this refusal is manifestly due to injury or illness, the player 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 that have the objective of protecting national teams.
45. 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).
46. If a club violates these regulations in any way, including by refusing to release a player as provided for in article 3-33 and/or 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 the club. In addition, this club shall lose by forfeit all games played with the player during this period and, if this provision would apply to both competing clubs, neither of them shall receive any ranking points for the game.
47. If a National Member Federation violates these regulations on players' availability for national teams, the player or the player's club may request FIBA to impose sanctions on the National Member Federation in accordance with Book 1, Chapter 6 (Sanctions).
48. 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.
49. 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**

50. 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 8).
51. If and when an appeal hearing is organised under these Regulations involving National 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

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

### GENERAL PRINCIPLES

54. 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 National Member Federation.
55. These regulations governing international transfer apply in their entirety to all National Member Federations. However, in exceptional circumstances, FIBA may reach a special agreement with a National Member Federation or one of its member organisations.
56. For national transfers, National 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

57. 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.
58. A letter of clearance may not be issued to more than one National Member Federation at any one time.
59. The letter of clearance may not be limiting or conditional.
60. 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 the player's club beyond the scheduled transfer date. See article 3-67;
  - b. FIBA has imposed on the player a ban on international transfers. See article 3-106;
  - c. FIBA has imposed on the new club a ban on registration of new players. See article 3-107;
  - d. the new National Member Federation is suspended;
  - e. the player was involved in an illegal transfer; or
  - f. the administrative fee of article 3-61 has not been received by FIBA.

See articles 3-71 through 3-87 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.

61. Unless provided otherwise, FIBA will charge an administrative fee as provided in article 3-342 for a request for a letter of clearance. The fee will be allocated to cover administrative costs as provided in article 3-343. FIBA may allocate the administrative fee to only one of the National Member Federations, if it decides that either the request or the dispute of a letter of clearance was wholly unfounded.
62. 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.
63. 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

64. 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 3-71 to 3-87 for special cases of young players, see also articles 3-88 and 3-90 for special cases for academic institutions and other organisations)
65. A request for a letter of clearance shall be submitted exclusively through the FIBA Information System. It must:
  - a. comply with all requirements set out in the FIBA Information System, 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 the player has never been licensed by any National Member Federation.
66. A request for a letter of clearance is complete in the FIBA Information System when:
  - a. all required information is provided; and
  - b. any applicable administrative fee is paid by the requesting National Member Federation.

67. 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 3-60;
  - b. indicate whether the player concerned was in fact licensed by it, and if not, whether the player ever played basketball within its territory;
  - 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; and
  - d. submit with its reply the valid contract in question duly dated and signed by the parties involved, if the National Member Federation of origin indicates that the player concerned is under contract to play for the player's club beyond the scheduled transfer date (see article 3-60). A certified English or French translation of this contract shall be attached.
68. FIBA shall perform an initial review of any reply received from a National Member Federation of origin that disagrees with the request for a letter of clearance (see article 3-67). If the reply appears prima facie complete, FIBA shall transfer the reply to the requesting National Member Federation. The requesting National Member Federation must notify FIBA through the FIBA Information System within three (3) days from the day on which such the reply was transmitted by FIBA to the requesting National Member Federation whether it disputes the reply of the National Member Federation of origin.
69. Depending on the replies (or lack thereof within the stated deadlines) from the National Member Federations involved in the transfer, FIBA will decide on the letter of clearance, or whether it deems necessary in its sole discretion to conduct further investigations. In cases involving a dispute (see article 3-68), FIBA shall decide on the letter of clearance within seven (7) days from the point in time FIBA is informed of the dispute, unless circumstances dictate otherwise. (see also articles 3-71 to 3-87 for special cases of young players)
70. The National Member Federations are notified through the FIBA Information System of any sanctions applied or adopted by FIBA that may be in force against the player. See articles 1-227 and 1-228 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.

## YOUNG PLAYERS

71. International transfer is not permitted before a player's eighteenth (18<sup>th</sup>) birthday, except in special cases as decided by the Secretary General after examination of the matter with the National 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 3-72, 3-73, or 3-74 below.

### Foreign First Registrations

72. 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 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 3-73 below).

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

FIBA may instruct a National Member Federation to revoke a license issued in violation of this article.

### Players with Previous Registrations

73. If the young player's proposed international transfer is not linked to basketball, FIBA may grant a letter of clearance (no administrative fee will be charged) if the young player, the young player's parents, the new club, and the new National Member Federation declare in writing, using the template provided by FIBA, that (i) they have read and understood the conditions of article 3-19; and that (ii) until the player's twenty third (23<sup>rd</sup>) birthday, the player will make himself or herself available for:
- the national team of the country from which the player transferred, unless otherwise decided by the Secretary General as per article 3-19; and
  - if necessary, for the preparation time as well as for training camps, provided that they do not interfere with school activities.

74. If the young player's proposed international 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):
- a. The player's new club shall guarantee adequate academic and/or school and/or vocational training that prepares the player for a career after a career as a professional player;
  - b. The new club shall provide appropriate basketball training in order to develop and/or further the player's career as a professional player;
  - c. The new club shall demonstrate that it conducts an appropriate training programme for young players of the nationality of the club's home country;
  - d. The new club shall make a contribution to a Solidarity Fund established by FIBA to support the development of young players;
  - e. The young player, the young player's parents, the new club, and the new National Member Federation shall declare in writing that (i) they have read and understood the conditions of article 3-19; and that (ii) until the player's twenty third (23rd) birthday, the player shall make himself or herself available for the national team of the country from which the player transferred, unless otherwise decided by the Secretary General as per article 3-19 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 3-76) has been paid as per article 3-84.
75. 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 before the player's eighteenth (18<sup>th</sup>) birthday, requires approval by FIBA.
76. Compensation:
- a. 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.
  - b. The Secretary General shall intervene and determine a reasonable amount of compensation for the development of the young player in the following cases:
    - I. upon request of the club of origin or the National Member Federation on behalf of the club of origin, which can be addressed to FIBA at any time before FIBA grants a letter of clearance for the transfer;
    - II. In the event that the clubs are unable to agree on such compensation.
  - c. The 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 3-74.

77. At or as soon as reasonably practicable after the player's eighteenth (18<sup>th</sup>) birthday, the club for which the player is licensed at the player's eighteenth (18<sup>th</sup>) birthday has the right to sign a first contract with the young player.
78. Such first contract shall:
  - a. Be in written form and respect the laws of the country and of the National Member Federation of origin; and
  - b. Have a minimum duration of one (1) year and a maximum duration of four (4) years.
79. 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 3-84 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 3-80 shall apply mutatis mutandis.
80. For any player who leaves a club prior to or at the player's eighteenth (18<sup>th</sup>) 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 3-84 and inform FIBA. The compensation sum shall be determined considering also the time elapsed and the level of the player.
81. If the clubs are unable to agree on the compensation in articles 3-79 or 3-80, either club has the right to request that the compensation be determined by FIBA. Such request has to be made in writing within two (2) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's National Member Federation.
82. The decision as per article 3-76 or 3-81 shall be taken by the Secretary General who may hear the two clubs and/or National Member Federations involved and/or the player if he deems it appropriate.
83. The player shall not be licensed by the new National Member Federation until the compensation agreed upon by the two clubs (articles 3-76a, 3-79, or 3-80) or determined by the Secretary General (articles 3-76b and 3-81) has been paid as per article 3-84. In the event that an appeal is filed against the decision of the Secretary General, the player shall be allowed to be licensed by the player's 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.
84. 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 exceptional 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. National Member Federations may adopt regulations requiring their clubs to notify them of the transfer of young players from their clubs to foreign clubs, in accordance with these regulations.

85. Upon expiration of the first contract as per articles 3-77 and 3-78 above, the player is free to move where the player wishes without any compensation being due.
86. National Member Federations are invited to prepare similar regulations for their internal, i.e. national, transfer systems.
87. Unless provided otherwise, any decision related to articles 3-71 to 3-86 shall be the competence of the Secretary General.

#### PLAYERS FROM ACADEMIC INSTITUTIONS AND OTHER ORGANISATIONS

88. Articles 3-52 to 3-69 apply also in the case of players transferring internationally from academic institutions and other organisations, but with the modifications set forth in articles 3-89 and 3-90. For all cases involving young players, articles 3-71 to 3-87 apply.
89. 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 National Member Federation of origin (see article 3-67):
  - 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.
90. 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 National Member Federation of origin (see article 3-67); and
  - b. a written declaration signed by the player must be submitted, stating that the player has never been licensed by a National Member Federation.
91. 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

92. Any international transfer (including a foreign first registration) 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 3-109 of these Regulations.

Any international transfer (including foreign first registrations) having taken place before a player's eighteenth (18<sup>th</sup>) 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 3-109 of these Regulations.

A sanction may also be imposed in accordance with articles 1-166 and 1-167 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.

93. 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

94. National Member Federations must annually:
- a. 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.
  - b. Obtain a FIBA Player “B” License from FIBA for those players participating in FIBA Club Competitions.
  - c. 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 3<sup>rd</sup> and 4<sup>th</sup> divisions.

### PROCEDURE

95. FIBA authorises the FIBA Regional Office to issue “A” and “B” licenses within their respective Zones.
96. To obtain a Foreign Player “A” License, each National Member Federation must submit the following documents to the competent FIBA Regional Office:
- a. List of its foreign players’ names;
  - b. Registration form for each foreign player;
  - c. Letter of clearance and statement for players from academic institutions;
  - d. Photocopy of the player’s passport showing the bearer’s full name (and, if applicable, the player’s former name[s]), date and place of birth, legal nationality and date of expiry;
  - e. A recent passport-compliant photograph of the player.
97. To obtain a FIBA Player “B” License, the provisions established by the competent FIBA Regional Office shall apply.
98. 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

99. 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 3-342):
  - a. Participation fee "A" – First and second divisions of national championships.
  - b. Participation fee "B" – FIBA Club Competitions.
100. A player who has obtained a Foreign Player "B" License does not need a separate "A" license, provided that the player continues to play for the club for which the "B" license was issued.
101. 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

102. A player may not be licensed by more than one National Member Federation at the same time.
103. A player may not have more than one of the same type of 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.
104. A license held by the player becomes automatically null and void when the license is revoked by the issuing authority.
105. FIBA Zones may set a deadline during the club competition season, after which no player may be licensed.
106. In the event that FIBA has imposed a sanction on a player in accordance with article 3-337.c., as long as the sanction is in place, the player cannot be licensed with any National Member Federation other than the one with which the player is licensed at the time the ban is imposed.
107. In the event that FIBA has imposed a sanction on a club in accordance with article 3-337.e. or article 1-166.m, and as long as the sanction is in place, the club can register only players who
  - a. were licensed with the 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

108. All disputes and cases arising from these regulations governing FIBA Foreign Player Licenses fall under the exclusive jurisdiction of the Secretary General.

### SANCTIONS

109. 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.

### COSTS

110. 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

111. 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 8).

## CHAPTER 4: COACHES

### NATIONAL LICENSES OF COACHES

112. Each National Member Federation is obliged to
  - a. have a licensing system for coaches;
  - b. have an evaluation system in place that 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.
113. 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 the National Member Federation's country. This does not affect a coach's ability to perform the duties of a coach in a country from whose National Member Federation he does not hold a license, according to the regulations applicable in that country.

### BECOMING A WABC MEMBER

114. Coaches included in the list submitted by their National Member Federation in accordance with article 3-112 above are entitled to apply for membership in the World Association of Basketball Coaches (WABC).
115. 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 3-342. A coach applying for WABC membership may not hold a player agent's license issued by FIBA or another organisation.
116. FIBA may reject an application if the coach is not in good standing, in particular if the coach has a criminal record.
117. Each National Member Federation may have an unlimited number of coaches as WABC members.
118. For the purposes of the WABC's internal workings, such coaches will be considered as "associate members", unless otherwise decided by FIBA.
119. Each coach who is a WABC member accepts that this membership is valid as long as the coach remains on the list submitted to FIBA by the coach's National Member Federation as per article 3-112, 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 the coach's WABC membership as per article 1-167 or 3-337 of the FIBA Internal Regulations; or
  - c. The WABC decides to expel the coach from its membership for serious reasons.

## RIGHTS AND OBLIGATIONS OF WABC MEMBERS

120. WABC members will have the right to access information made available by FIBA and the WABC.
121. 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 3-127 to 3-140 and 3-148 to 3-150).
122. WABC members are bound by and shall respect at all times the FIBA Internal Regulations, in particular the FIBA's Code of Conduct (see article 1-91), including without limitation FIBA's Code of Fair Play (articles 1-104 to 1-107) and FIBA's Code of Ethics and Integrity (articles 1-114 to 1-152).

## CHAPTER 5: ACCOMPANYING TEAM DELEGATION MEMEBERS

123. 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.
124. Participation of accompanying team delegation members in FIBA National Team Competitions is subject to registration in the FIBA Information System and approval by FIBA.
125. Each National Member Federation shall ensure that its Preliminary and Final Team Delegation Roster (see article 3-127) includes an appropriately qualified and licensed physician, preferably with demonstrated experience in sport medicine (a “Team Doctor”).
126. All Team Doctors shall:
  - a. practice evidence-based medicine in accordance with the highest standards of ethical behaviour as determined by their licensing authority or the FIBA Medical Commission;
  - b. follow all medical guidelines developed by the FIBA Medical Commission, which may include the management of bleeding and non-bleeding wounds, concussion, player collapse, medical evacuation and any other basketball-relevant urgent medical matters as determined by FIBA; and
  - c. ensure that only medically fit players are permitted to compete in a Competition of FIBA.

## CHAPTER 6: REGISTRATION OF TEAM DELEGATION

### TEAM DELEGATION ROSTER

127. Participation of team delegation members in FIBA National Team Competitions is subject to registration of a team delegation roster that includes all (a.) players; (b.) coaches; and (c.) any other accompanying team delegation members, including Team Doctors (as relevant, see articles 3-131, 3-134, and 3-140) (the “Team Delegation Roster”) in the FIBA Information System, and validation and approval of this Team Delegation Roster by FIBA.

#### Preliminary Team Delegation Roster Registration

128. In principle, online registration of the Preliminary Team Delegation Roster on the FIBA Information System opens no later than sixty (60) days prior to the Start of the Competition (see article 3-130). National Member Federations shall use best efforts to begin the registration process as soon as possible after online registration opens.
129. Online registration of the Preliminary Team Delegation Roster on the FIBA Information System shall close seven (7) days prior to the Start of the Competition (see article 3-130). No further modifications may be made to the Preliminary Team Delegation Roster after this deadline.
130. The “Start of the Competition” shall be understood as follows:
- a. The first day of the Competition, for all Competitions played as a single tournament (e.g. the FIBA Basketball World Cup, the FIBA Continental Cups [including for Youth Categories], etc.); or
  - b. The first day of the relevant International Window Period (see article 1-1) in which a round of the relevant Competition is played in separate phases (e.g. Qualifying Round, Semi-Final Round, Final Round, etc.) during the International Window Periods.
131. National Member Federations are entitled to register the following team delegation members on the Preliminary Team Delegation Roster:
- a. Maximum of twenty-four (24) players;
  - b. Maximum of ten (10) coaches. For female Youth Category Competitions, at least one of the coaches registered must be female; and
  - c. Maximum of fifteen (15) accompanying team delegation members, as follows:
    - i. Minimum of one (1) Team Doctor (see article 3-125) for senior World and Continental Competitions. It is strongly recommended to include a Team Doctor for Youth Category Competitions; and
    - ii. Fourteen (14) other accompanying team delegation members.
132. After a National Member Federation completes the registration process by entering mandatory data and uploading mandatory documents for its team delegation members, FIBA may validate and approve the Preliminary Team Delegation Roster in accordance with Book 3, Chapter 1 of the Internal Regulations.

Final Team Delegation Roster Registration

133. Each National Member Federation shall submit a Final Team Delegation Roster at the latest at the Technical Meeting of the teams prior to the beginning of the competition (articles 3-20 and 3-121 apply). No further modifications may be made to the Final Team Delegation Roster after submission.
134. Unless stated otherwise in the relevant Handbook or in guidelines issued by FIBA, the Final Team Delegation Roster shall be composed of a maximum of twenty-five (25) persons as follows:
- a. Minimum ten (10) and maximum twelve (12) players out of the twenty-four (24) players appearing on the Preliminary Team Delegation Roster approved by FIBA under article 3-132;
- Note:** National Member 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 the player's country after the age of sixteen (16) (see article 3-20).
- b. Minimum two (2) and maximum three (3) coaches (one of whom must be the Head Coach) out of the maximum ten (10) coaches in the Preliminary Team Delegation Roster approved by FIBA under article 3-132. For female Youth Category Competitions, at least one of the coaches registered must be female; and
  - c. Additional accompanying Team Delegation members out of the fifteen (15) accompanying Team Delegation members in the Preliminary Team Delegation Roster approved by FIBA under article 3-132, as follows:
    - i. Minimum of one (1) Team Doctor (see article 3-125) for senior World and Continental Competitions. It is strongly recommended to include a Team Doctor for Youth Category Competitions; and
    - ii. Other accompanying team delegation members, in compliance with the maximum number of persons permitted on the Final Team Delegation Roster (see above).
135. 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-five (25) persons allowed.
136. Only a maximum of twenty-one (21) members of the Final Team Delegation Roster shall be permitted courtside access to the team bench starting fifteen (15) minutes prior to game time until the end of the game.
137. A Team Doctor shall be included in the twenty-one (21) members with courtside access as set forth in article 3-136. The National Member Federation shall ensure that at all times during the game, this Team Doctor has access to a place on the team bench with clear visibility of the court and where the Team Doctor is immediately available for urgent or emergency medical treatment.
138. The head of the team delegation must bring to the Technical Meeting and submit to the Technical Delegate or Commissioner (see also articles 2-82 to 2-86):

- a. the valid passports of all team delegation members;
- b. a printed version of the Final Team Delegation Roster printed from the FIBA Information System including
  - i. the signatures of all team delegation members (for minors in addition, the signature of the parent/guardian is mandatory);
  - ii. the players' numbers; and
  - iii. the name of the captain.

Special Provisions for the Senior Men and Women Qualifying Events  
taking place during an International Window Period

139. The following provisions apply to the FIBA Basketball World Cup Qualifiers, the FIBA Continental Cups Qualifiers, the Women's Olympic Qualifying Tournament, FIBA Women's Basketball World Cup Qualifying Tournaments, and FIBA Women's Continental Cups Qualifiers, which will be played during specific International Window Periods determined by FIBA.
140. Unless stated otherwise in the relevant handbook or guidelines issued by FIBA, 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 Member 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 the player's country after the age of sixteen (16) (see article 3-20).
  - b. Minimum two (2) and maximum three (3) coaches (one of whom must be the Head Coach) out of the maximum ten (10) coaches in the Preliminary Team Delegation Roster approved by FIBA under article 3-132; and
  - c. Additional accompanying Team Delegation Members out of the fifteen (15) accompanying Team Delegation members in the Preliminary Team Delegation Roster approved by FIBA under article 3-132, as follows:
    - i. Minimum of one (1) Team Doctor (see article 3-125); and
    - ii. Other accompanying team delegation members, in compliance with the maximum number of persons permitted on the Final Team Delegation Roster (see above).

**REGISTRATION OF PLAYERS**

General

141. Within the deadline for submitting the Preliminary Team Delegation Roster for approval as provided in article 3-129, National Member Federations shall enter all mandatory data of their players in the FIBA Information System and upload the following:

- a. A colour copy of the birth certificate;
- b. A colour copy of the passport;
- c. One (1) colour passport-size photograph, which shall be no more than three (3) months old at the time of submission;
- d. Other information and/or documentation required by FIBA.

#### Calculation of Age Categories

142. 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 1<sup>st</sup> January.

As an example, the age limit for U18 in a competition in 2021 shall be: 2021-18 = 2003. Any player born on 1 January 2003 or after this date will be entitled to participate in a competition for U18 in 2021.

Age limits for participation in competitions for U19 (U18), U17 (U16):

Born in	2000	2001	2002	2003	2004	2005	2006
---------	------	------	------	------	------	------	------

U19W (U18Z)	W - World Z - Zone	2000	2001	2002	2003	2004	2005	2006
2020	Z							
2021	W							
2022	Z							
2023	W							

U17W (U16Z)	W - World Z - Zone	2000	2001	2002	2003	2004	2005	2006
2020	W							
2021	Z							
2022	W							
2023	Z							

#### REGISTRATION OF COACHES

143. 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.
144. To be registered as a WABC member, the coach must comply with the procedure laid down in Chapter 4 (Coaches) of this Book 3 of the Internal Regulations.
145. 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, the coach's 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

146. National Member Federations must register all their accompanying team delegation members in the FIBA Information System.
147. 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, any 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; and
  - c. Other information and/or documentation required by FIBA.

#### RESPONSIBILITY OF NATIONAL MEMBER FEDERATIONS

148. 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.
149. 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.
150. National Member Federations will bear the administrative costs of the inquiry provided for in 3-149 and may be subject to disciplinary consequences in accordance with Book 1, Chapter 6 (Sanctions) of these Internal Regulations.
151. In exceptional cases, the Secretary General may authorise a player to play under the status the player had before the irregularity was discovered.

#### IDENTITY AND AGE VERIFICATION

152. 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.

153. 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

154. 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

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

### FIBA REFEREES

#### License

158. 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).
159. There are three categories of FIBA Referee Licenses. Black and White Licenses are available to all genders, Green Licenses are only available to females.

**Black License:** Holders of a Black License are eligible to officiate international games of all senior and junior levels.

**Green License:** Holders of a Green License are eligible to officiate international games as follows:

- 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:** Holders of a White License are entitled to officiate international games as follows:

- All junior level games at regional level
- All senior and junior level games at sub-regional level
- All senior and junior level games of international preparation/ friendly games

160. The following biennial licensing process applies for granting a FIBA Referee License, which shall be conducted in accordance with FIBA's guidelines. FIBA may vary the dates shown below with advance notice to the National Member Federations:
- a. **Registration period**
    - a. On or before 15 October, FIBA shall open the registration period during which National Member Federations shall be provided with the necessary information for registering candidates and to allow National Member Federations to submit required documentation for verification by FIBA; and
    - b. By no later than 15 December, National Member Federations shall submit to FIBA the required documentation for the candidature(s);
  - b. **Testing and training period**
    - a. Between January and March, National Member Federations and FIBA 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;
    - b. On 31 March, FIBA shall close the registration and testing period;
  - c. **FIBA evaluation period**

On or before 15 June, FIBA shall publish the list of FIBA Referees per category (Black, Green, White) of License.
161. The following conditions apply to FIBA's determination of the number of FIBA Referee Licences allocated to a National Member Federation in a Licensed Period (the "FIBA Referee Licence Allocation"):
- a. When opening a licensing process, FIBA shall communicate the FIBA Referee Licence Allocation for the Licensed Period. In determining this Allocation, FIBA shall consider primarily but not solely the following criteria:
    - i. the position of the National Member Federation in the FIBA World Ranking;
    - ii. the category/group of FIBA members to which the National Member Federation belongs;
    - iii. the number of nominations of FIBA Referees from the National Member Federation in FIBA National Team Competitions during the preceding two years;
    - iv. the demand for international referees in the region;
    - v. inclusion of National Member Federations; and
    - vi. the development of new international FIBA Referees and the promotion of gender equality for FIBA Referees.
  - b. FIBA may allocate FIBA Referee Licences reserved solely for (i) certain candidates or (ii) types of candidates in accordance with the criteria listed in article 3-161.a.vi.
162. 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 Licences in special cases (e.g. gradual reduction).

163. The following conditions shall apply cumulatively to candidatures for FIBA Referees:

- a. FIBA may decide not to accept candidatures by National Member Federations that 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 FIBA Referee License Allocation.
- c. National Member Federations shall prioritise nationally and internationally top-ranked and top-performing referees when submitting candidatures;
- d. Candidate referees must have officiated regularly in a National Member Federation for at least the preceding two (2) seasons:
  - i. For Black License candidate referees of all genders, at the highest level for senior men;
  - ii. For Green License female candidate referees, at the highest level for senior women;
  - iii. For White License female candidate referees, at the highest level for senior women; and
  - iv. For White License male candidate referees, at the highest level for senior men.
- e. Referees are not eligible to be candidates for a FIBA Referee License if
  - i. they are first time candidates and
    - 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; or
  - ii. they have turned fifty (50) before the Licensed Period starts, unless the candidate cumulatively fulfils the following three (3) criteria:
    - currently holds a Black or Green license;
    - held a Black or Green FIBA Referee Licence for the immediately preceding Licensed Period; and
    - has received performance ratings consistently in the top tier according to FIBA Referee Performance Assessment Criteria for main FIBA Official Competitions; or
  - iii. they have fallen under the eligibility exception in article 3-163.e.ii for a total of two (2) Licensed Periods.
- f. 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;
- g. 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.

- h. National Member Federations shall accompany the candidature with their own evaluation of the candidate referee's officiating during the last twelve (12) 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.
- i. 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 15 December. FIBA may use 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.

- 164. National Member Federations must immediately inform FIBA if a FIBA Referee for any reason loses his or her qualification as a referee at the national highest level (temporarily or definitively) required for the FIBA Referee License.
- 165. In the case of a dispute between a referee and a National Member Federation, FIBA may intervene and take any measures it considers appropriate.
- 166. 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.
- 167. 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 3-342).
- 168. The category of the FIBA Referee License cannot be changed during the Licensed Period.
- 169. Subject to the provisions of article 3-173 the FIBA Referee License expires on the last day of the Licensed Period.
- 170. 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.
- 171. 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

- 172. FIBA Referees may request a change of their 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 3-165 shall apply.

173. FIBA may remove a FIBA Referee's License temporarily or for the entire Licensed Period in case
- a. the National Member Federation fails to pay the entire applicable license fee;
  - b. the FIBA Referee has lost the qualification as a referee at the highest national level;
  - c. a sanction is imposed on the FIBA Referee in accordance with the Internal Regulations;
  - d. the FIBA Referee fails to participate in all FIBA Referees' training programs and activities required by FIBA;
  - e. there exist circumstances preventing a FIBA Referee from officiating (e.g. injury);
  - f. the FIBA Referee repeatedly refuses nominations;
  - g. the FIBA Referee performs poorly; or
  - h. for any other justifiable reason.

FIBA may act on its own initiative or upon application by the FIBA Referee or by the FIBA Referee's National Member Federation.

#### Duties

174. FIBA Referees shall wear the official FIBA referee uniform when in duty in international games.
175. 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.
176. 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.
177. 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.
178. 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, the FIBA Referee shall report this to FIBA.
179. If the FIBA Referee deems it proper to make a report on the game, the FIBA Referee 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

180. Official Basketball Competitions can be officiated only by FIBA Referees of nationalities other than those of the two teams on the court.
181. 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 the nomination or nominate another FIBA Referee.

182. 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.
183. 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.
184. 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.

185. The procedure for nomination of FIBA Referees by FIBA to events falling under article 3-184 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.

186. Competition organisers shall communicate with FIBA Referees only through FIBA or the respective National Member Federation.

### Travel Arrangements

187. Unless otherwise provided herein, the organiser shall cover the travel expenses of FIBA Referees as follows:
- a. By train: the cost of a 1<sup>st</sup> 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 1<sup>st</sup> class return train ticket (unless otherwise stated in the applicable competition regulations);
  - 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; and
  - e. It is recommended that the organiser sends to the FIBA Referees prepaid travel tickets; however, if a FIBA Referee has to purchase a travel ticket, reimbursement shall be made in the currency of the referee's country or in any convertible currency, as decided by FIBA.

### Fees

188. Refer to article 3-341 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.
189. 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.
190. 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.
191. 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

192. 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.
193. A National Member Federation may have an unlimited number of FIBA Honorary Referees.
194. 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; and
  - c. Copy of the passport showing family and first name(s), date of birth and legal nationality.

195. 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 3-342).

## FIBA REFEREE INSTRUCTORS

### General

196. 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”).
197. In order to implement and supplement the present Internal Regulations, FIBA has established a FIBA Referee Instructor Program (“FRIP”).
198. 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

199. 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.
200. 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.
201. 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.
202. 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

203. 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.
204. 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); and

- c. Create a performance ranking after the competition (e.g. competition evaluation form) for the nominated FIBA Referees.
205. 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.
206. FIBA will establish guidelines (e.g. "Evaluation of FIBA Referees") for the exercise of the Supervising Duties by FIBA Referee Instructors.
207. 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

208. There are three categories of FIBA Referee Instructors:
- Level 1: National Instructors or FRIP Level 1 qualified Referee Instructors are allowed to perform:
- a. their Teaching Duties within the territory of their National Member Federation; and
  - b. their Supervising Duties within the territory of the respective National Member Federation and at youth Continental competitions.
- Level 2: Regional Instructors are allowed to perform:
- a. their Teaching Duties within the territory of the respective Regional Office; and
  - b. their Supervising Duties within the territory of the respective National Member Federation and at all Official Basketball Competitions.
- Level 3: Global Instructors are allowed to perform:
- a. their Teaching Duties worldwide; and
  - b. their Supervising Duties at all Official Basketball Competitions.
209. 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; and
  - c. For Global Instructors, levels 1, 2 and 3.
210. 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; and

- 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

- 211. Each National Member Federation may select one National Instructor. The National Instructor 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.

FIBA may also invite candidates for the FRIP level 1 qualification course.

- 212. 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 the Instructor with another eligible person or decide with the Instructor's consent to transfer the Instructor to another National Member Federation.

#### Nominations

- 213. 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 or Level 1 qualified Referee Instructors who will exercise duties outside the territory of their National Member Federation; and
  - c. by FIBA, for Global Instructors.
- 214. 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.
- 215. Nominations are sent directly to the FIBA Referee Instructor for acceptance and to the FIBA Referee Instructor's National Member Federation for information. The FIBA Referee Instructor must confirm the nomination within the deadline set by FIBA or the Regional Office.
- 216. 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

- 217. Article 3-187 governing FIBA Referees apply mutatis mutandis to FIBA Referee Instructors.

### Fees

218. Articles 3-188 to 3-191 governing FIBA Referees apply mutatis mutandis to FIBA Referee Instructors.

## FIBA COMMISSIONERS

### License

219. 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).
220. The licensing process for granting FIBA Referee Licenses set out in article 3-160 applies mutatis mutandis to FIBA Commissioner Licenses.
221. 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).

222. The following conditions shall apply cumulatively to candidatures for FIBA Commissioner:
- a. FIBA may decide not to accept candidatures by National Member Federations that 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 official test designed and administrated by FIBA consisting of multiple modules and a mandatory training period (the “Official Test”). Only the results of the Official Test and examinations established by FIBA are recognised as part of the FIBA Commissioner licensing process; and
  - 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 15 December. 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.

223. 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.
224. 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 3-342).
225. Subject to the provisions of article 3-227, the FIBA Commissioner License expires on the last day of the Licensed Period.
226. 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.
227. Articles 3-172 and 3-173 governing the transfer and removal of FIBA Referee Licenses apply mutatis mutandis to FIBA Commissioner Licenses.

#### Duties

228. FIBA Commissioners represent and act on behalf of the Secretary General. All FIBA Commissioners shall:
  - a. Ensure that the games are conducted in accordance with the spirit and the letter of the Official Basketball Rules and the FIBA Internal Regulations;
  - b. Do everything that is reasonably within their power to accomplish their mission in a satisfactory manner;
  - c. Ensure the full cooperation of the FIBA Referees, the organisers and the teams;
  - d. Provide information to the FIBA Referees if they are requested to do so during or after the game; the final decision shall rest with the referees; and
  - e. Be primarily responsible for the smooth running of the scorers' table, being seated between the timekeeper and the scorer.
229. The FIBA Commissioner has full authority to resolve any problems that may arise between all parties involved. In particular, the FIBA Commissioner has the right to require adequate police (or professional security service) presence to ensure the smooth and sportsmanlike running of the game.

230. Having completed the applicable 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.
231. The FIBA Commissioner must send to FIBA, without delay, any claim or protest received, adding any information the FIBA Commissioner may deem relevant.
232. 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

233. 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.
234. Articles 3-181 to 3-186 governing FIBA Referees apply mutatis mutandis to FIBA Commissioners.

#### Travel Arrangements

235. Article 3-187 governing FIBA Referees applies mutatis mutandis to FIBA Commissioners.

#### Fees

236. Articles 3-188 to 3-191 governing FIBA Referees apply mutatis mutandis to FIBA Commissioners.

### FIBA TECHNICAL DELEGATES

#### License

237. FIBA Technical Delegate Licenses are granted by FIBA every two (2) years (2021, 2023, 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. 2021) and expiring on 31 August (e.g. 2023).
238. The following biennial process applies for granting a FIBA Technical Delegate License, which shall be conducted in accordance with FIBA's guidelines. FIBA may vary the dates shown below with advance notice to the National Member Federations (dates are in the year prior to the start of the next Licensed Period, unless otherwise noted):
  - a. On or before 1 September, FIBA shall open the licensing process;
  - b. Between September and November, FIBA shall provide a training programmes and organise official tests in accordance with FIBA's guidelines;
  - c. By no later than 1 December, FIBA shall inform the National Member Federations of the list of successful FIBA Technical Delegates; and
  - d. Between 1 December and the start of the new Licensed Period, the FIBA Technical Delegates shall follow the mandatory training programmes and workshops organised by FIBA prior to the start of the new Licensed Period.

239. 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, hold the position of President or Secretary General of a National Member Federation are not eligible to be candidates for a FIBA Technical Delegate License
  - b. New candidates shall submit to FIBA a copy of their passport showing family and first name(s), date of birth and legal nationality and any other documents requested by FIBA. FIBA may introduce an online administration system for the candidatures;
  - c. New candidates shall complete the specific FIBA Technical Delegate Questionnaire;
  - d. Candidates shall participate in the training programmes organised by FIBA for the FIBA Technical Delegate Candidates;
  - e. 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. knowledge and competence in event management and operations, sport business aspects and administration;

Failure to fulfil any of the above conditions may lead to the rejection of the candidature.

240. All candidates and FIBA Technical Delegates shall participate in training programmes and workshops organised by FIBA and/or the relevant Regional Office.
241. 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.
242. FIBA shall communicate its decision to the candidate with a copy to the concerned National Member Federation.
243. Subject to the provisions of article 3-245, the FIBA Technical Delegate License expires on the last day of the Licensed Period.
244. 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 the FIBA Technical Delegate continues to meet all other conditions of article 3-239.
245. Articles 3-172 and 3-173 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

246. FIBA Technical Delegates shall wear the official FIBA uniform or business casual dress when on duty in international games.

247. 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.
248. If FIBA has nominated a FIBA Technical Delegate at a game, the FIBA Technical Delegate shall notify the organiser immediately upon arrival in the country.
249. Unless instructed otherwise by FIBA, 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. The conduct of the Technical Meeting, the check of Team Delegations' eligibility and their validation in the FIBA Information System;
  - f. 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;
  - g. The smooth running of the Scorer’s Table, seated between the timekeeper and the scorer;
  - h. The full cooperation of the FIBA Referees, the organisers and the teams;
  - i. The provision of information to the FIBA Referees if they are requested to do so during or after the game; the final decision shall rest with the FIBA Referees;
  - j. The proper conduct of any doping control tests; and
  - k. 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.
250. The FIBA Technical Delegate has full authority to resolve any problems that may arise between all parties involved. In particular, the FIBA Technical Delegate has the right to require adequate police (or professional security service) presence to ensure the smooth and sportsmanlike running of the game.
251. Having completed the applicable duties, the FIBA Technical Delegate shall make a report on the competition and send it to FIBA within the given deadline, together with all required documents.
252. The FIBA Technical Delegate must send to FIBA, without delay, any claim or protest received, adding any information the FIBA Technical Delegate may deem relevant.

### Nominations

253. 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.
254. FIBA will determine the games or tournaments in which a FIBA Technical Delegate is to be nominated. Subsequently, the nomination will be made:
  - a. By FIBA, for world competitions; and
  - b. By the Regional Office, for continental competitions.
255. 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 the FIBA Technical Delegate's 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.
256. Only a FIBA Technical Delegate of nationality other than those of the two teams on the court can be nominated in Official Basketball Competitions.

### Travel Arrangements

257. Unless otherwise provided herein, FIBA shall cover the travel expenses of FIBA Technical Delegates as follows:
  - a. By train: the cost of a 1<sup>st</sup> 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 1<sup>st</sup> class return train ticket (unless otherwise stated in the applicable competition regulations);
  - c. By plane: the cost of an economy class return ticket (unless otherwise stated in the applicable competition regulations);
  - d. FIBA shall reimburse any fees for visas; and
  - e. FIBA shall send to the FIBA Technical Delegates prepaid travel tickets; however, if a FIBA Technical Delegates has to purchase a travel ticket, reimbursement shall be made in the currency of the FIBA Technical Delegate's country or in any convertible currency, as decided by FIBA.

### Fees

258. Refer to article 3-341 for the applicable fees.
259. The fees shall be paid
  - a. For games of the FIBA Basketball World Cup Qualifiers, FIBA Continental Cup Qualifiers or FIBA Women's Qualifying Events, by FIBA;
  - b. In all other games of senior events, by the host National Member Federation; and

- c. In games of junior events, by FIBA through the host National Member Federation.

## FIBA TABLE OFFICIALS

### General

260. Table officials are:
  - a. The Scorer
  - b. The Assistant Scorer
  - c. The Timer
  - d. The Shot Clock Operator
261. Only FIBA Table Officials may act in such capacity at Official Basketball Competitions.

### License

262. 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.
263. 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.
264. 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 test and practical test (if required); and
  - e. have reasonably sufficient practical experience.

Only the official tests and examinations established by FIBA are valid.
265. FIBA Table Official candidates shall register to the FIBA online platform and provide all information as required by FIBA.
266. 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.
267. A FIBA Table Official may apply for a two (2)-year license renewal if the FIBA Table Official has completed the requisite online training and has passed the theoretical test before the expiry of the license, within a deadline set by FIBA.

268. 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.
269. 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.
270. Article 3-165 governing disputes as well as articles 3-172 and 3-173 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

271. All FIBA Table Officials shall act in each game for which they are nominated in accordance with the Official Basketball Rules and deliver their duties competently and with neutrality. FIBA Table Officials shall always respect the FIBA General Statutes and Internal Regulations, and do everything in their power to accomplish their mission in a satisfactory manner.
272. The duties of FIBA Table Officials are defined in the Official Basketball Rules.

#### Nominations

273. The nominations of FIBA Table Officials to games of Official Basketball Competitions are made by the hosting National Member 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.
274. The hosting National Member Federation or club shall communicate with FIBA Table Officials only through their respective National Member Federations.

#### Fees

275. The hosting National Member Federation or club shall pay fees to the FIBA Table Officials according to the local standards for table officials.

## CHAPTER 8: STATISTICS

### GENERAL PRINCIPLES

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

### FIBA STATISTICIANS

#### License

277. Only those persons holding a valid FIBA Statistician License may collect statistics at Official Basketball Competitions.
278. FIBA Statistician Licenses are granted by FIBA every two (2) years (2021, 2023, etc.) and, subject to the provisions of this Chapter, are valid for a two (2)-year period ("Licensed Period") defined by FIBA.
279. 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.
280. FIBA Statistician 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 Statistician candidates by a National Member Federation;
  - c. completed the requisite online training;
  - d. participate in a FIBA-endorsed Statistician Clinic;
  - e. pass the theoretical and practical test; and
  - f. have reasonably sufficient practical experience.
- Only the official tests and examinations established by FIBA are valid.
281. 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.
282. After the FIBA-endorsed Statistician Clinic, FIBA will inform the respective National Member Federation of its decision on that candidate.
283. FIBA Statisticians may apply for a two-year license renewal if they have attended a FIBA-endorsed Statistician Clinic and passed all tests before the expiry of their license, within a deadline set by FIBA.

284. 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.
285. 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.
286. FIBA shall maintain a list of all FIBA Statisticians.
287. Article 3-165 governing disputes as well as articles 3-172 and 3-173 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

288. FIBA Certified Statisticians shall act in accordance with the FIBA Statistics Manual and any other directions issued by FIBA.
289. All FIBA Certified Statisticians shall act in each game for which they are nominated in accordance with the Official Basketball Rules and deliver their duties competently and with neutrality. They shall always respect FIBA General Statutes and Internal Regulations as per FIBA's Code of Conduct (see article 1-91), including without limitation FIBA's Code of Fair Play (articles 1-102 to 1-105) and FIBA's Code of Ethics and Integrity (articles 1-112 to 1-150), and in particular FIBA's regulations governing betting and corruption (articles 1-145 to 1-150), and do everything in their power to accomplish their mission in a satisfactory manner.

#### Nominations

290. The nominations of the FIBA Statisticians to games of Official Basketball Competitions are made by the hosting National Member 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.
291. The hosting National Member 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

292. The hosting National Member Federation or club shall pay fees to the FIBA Statisticians according to the local standards for statisticians. In principle, fees paid to FIBA Statisticians shall be at the same rate as those paid to FIBA Table Officials.

## CHAPTER 9: PLAYERS' AGENTS

### GENERAL MATTERS

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

A National Member Federation that exercises the option of establishing such national regulations is obliged to organise a system of personal interviews similar to that provided for in these Regulations (see article 3-305). Exceptions require FIBA's prior written approval. In the event that the national regulations are in conflict with the FIBA Internal Regulations, the latter shall prevail.

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

### CONFLICTS OF INTEREST

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

### GRANTING THE LICENSE

301. Any Candidate shall file an application with FIBA on the standard application form provided for that purpose.
302. FIBA shall require all Candidates to provide a certificate confirming that they are in good standing, in particular, that they have no criminal record.
303. Only individuals can be Candidates. Applications from legal entities or non-incorporated businesses are not admissible, but FIBA-Licensed Agents are allowed to operate through a legal entity or non-incorporated business, provided that the FIBA-Licensed Agent continues to be the only person responsible vis-à-vis FIBA.
304. An application may be rejected if the Candidate is not in good standing, in particular if the Candidate has a criminal record or does not have a good reputation.

305. If a Candidate's application is admissible pursuant to articles 3-301 to 3-304, FIBA shall invite the Candidate for a personal interview and a test (see article 3-306), unless this requirement is waived by the Secretary General in the individual case. Persons who are licensed to practice law in their country of permanent residence are not required to undertake the interview and test in order to become FIBA-Licensed Agents, but they must fulfil all other requirements (including payment of any applicable fees).
306. The personal interview and the test are intended to enable FIBA to ascertain whether the Candidate:
- a. Has adequate knowledge of the basketball regulations (the statutes and regulations of FIBA, its Zones and the National Member Federation in whose territory the Candidate has his or her permanent residence); and
  - b. Generally appears capable and suitable of advising a Player or club who calls on the Candidate's services.
307. FIBA may charge expenses and/or a fee for conducting the interview and the test. The Candidate shall bear his or her own expenses.
308. Within thirty (30) days after the personal interview and the test, FIBA shall inform the Candidate whether the requirements under article 3-306 have been met.
309. If the requirements of article 3-306 have not been met, the application will be rejected, subject to the exceptions provided for in article 3-305. If the requirements of article 3-306 (subject to article 3-305) and 3-310 below have been met, FIBA shall issue a license to the Candidate and shall inform the relevant Zone accordingly. Upon receipt of the license, the Candidate shall become a FIBA-Licensed Agent. The license shall be strictly personal and non-transferable.
310. FIBA may charge an annual fee for issuing the license, not exceeding the amount stipulated in article 3-342.
311. If the National Member Federation in whose territory the Candidate's has his or her permanent residence enacts or has enacted regulations governing players' agents, then the Candidate shall prove to FIBA that the Candidate is the holder of a valid license issued by that National Member Federation, provided that the regulations of the National Member Federation have been approved by FIBA in accordance with article 3-294.
312. FIBA shall publish on its website a list of all FIBA-Licensed Agents and their present clients (clubs and Players). Each FIBA-Licensed Agent shall update his or her list of clients immediately, but in no case later than seven (7) days, after a client relationship with any club or Player has begun or terminated.

#### KEEPING THE LICENSE CURRENT

313. A FIBA-Licensed Agent shall attend all seminars organised by FIBA in order to remain up to date on new developments concerning agents' activities. At any time, FIBA may request a FIBA-Licensed Agent to prove that the requirements for the issuing of the license are still met.

314. In order to keep the license current, the FIBA-Licensed Agent must pay the annual fee provided for in article 3-342.
315. A FIBA Licensed-Agent terminating his or her activities shall immediately notify FIBA thereof. FIBA shall publish on its website the name of any (former) FIBA-licensed Agent who has terminated his or her activities or had his or her license withdrawn. A former FIBA-licensed Agent who has his or her license withdrawn shall immediately inform all of his or her clients thereof.

#### RIGHTS OF AGENTS

316. A FIBA-Licensed Agent shall have the following rights:
- a. To be listed on FIBA's website together with his or her clients;
  - b. To refer to him or herself as "FIBA-licensed Agent";
  - c. To represent any Player or club requesting him or her to negotiate and/or conclude a contract on his or her/its behalf, subject always to the prohibition of conflicts of interests (see article 3-298);
  - d. To manage the affairs of any Player or club requesting the FIBA-licensed Agent to do so, subject always to the prohibition of conflicts of interests (see article 3-298 above); and
  - e. To file a request pursuant to article 3-337 in relation to the honouring of a BAT award. For the avoidance of doubt, FIBA will not accept any such requests (i) by non-licensed agents, even if made on behalf of others, such as clients, or (ii) in relation to any claims of non-licensed agents, irrespective of who files the request.

#### DUTIES OF AGENTS

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

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

#### AGENT CONTRACTS

- 318. A FIBA-Licensed Agent may represent a client or manage a client's affairs under the terms of article 3-316 only if the FIBA-Licensed Agent has concluded a written Agent Contract with the client in question.
- 319. A FIBA-Licensed Agent shall make use, to the extent possible, of the master agreement between FIBA-Licensed Agents and players or clubs as provided by FIBA (see Appendix 1 to this Book 3).
- 320. The duration of an Agent Contract shall not exceed a period of two (2) years, but it may be renewed through a new written contract of the parties. Every Agent Contract shall provide that each party shall have the right to terminate at will with thirty (30) days' written notice.
- 321. Agent Contracts shall not foresee remuneration for services in relation to a Player contract that exceeds, in total, ten per cent (10%) of the value of the Player contract.

#### SANCTIONING OF AGENTS

- 322. In the event that a FIBA-Licensed Agent violates any provision in this Chapter, FIBA may, in addition to or instead of imposing any disciplinary sanction provided for in Book 1, Chapter 6,

withdraw the license of the FIBA-Licensed Agent. A withdrawal of the license shall be made known publicly.

#### SANCTIONING OF PLAYERS

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

#### SANCTIONING OF CLUBS

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

#### APPEALS

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

## CHAPTER 10: BASKETBALL ARBITRAL TRIBUNAL (BAT)

### GENERAL PRINCIPLES

326. 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.
327. BAT awards shall be final and binding upon communication to the parties.
328. The BAT is primarily designed to resolve disputes between clubs, players and agents. Upon request by a BAT arbitrator, FIBA may assist the BAT in communicating with parties.
329. 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

330. Arbitration proceedings before BAT will be conducted in accordance with the BAT Arbitration Rules, which shall be available on the FIBA website.
331. 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

332. 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

333. 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

334. 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.
335. The BAT Vice-President shall substitute for the BAT President whenever the BAT President so requests or is unable 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

336. 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; and
  - e. To exercise those functions assigned to him under the BAT Arbitration Rules.

### HONOURING OF BAT AWARDS

337. 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 the player’s 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 that are directly or indirectly linked to the first party, either from a legal or a sporting perspective. In particular, such linkage exists if the relevant natural or legal person is, or reasonably appears to be, a legal or sporting successor of the first party, which may include, without limitation, a consideration of the following: its headquarters, stadium, name, team colours, players, coaches, management, ownership, websites, social media channels, and/or public statements.

338. The second party shall send to FIBA with its 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 its position and to honour the BAT award. Upon request by FIBA, the National Member Federation to which the first party (or the natural or legal person linked to it, as the case may be) 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 Member Federation fails to comply with the present article, FIBA may impose disciplinary sanctions on the National Member Federation in accordance with Book 1, Chapter 6.
339. 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 8).

#### Processing Fees

340. Upon receipt of a request for sanctions from the second party as defined in article 3-337, FIBA shall impose an administrative fee on the first party as defined in article 3-337 to cover the costs of FIBA's involvement in the process of honouring the BAT Award ("Processing Fee"). The Processing Fee shall vary as follows, depending on the number of cases processed by FIBA and against the same first party in any given calendar year:

1 to 3 case(s)/year	CHF 500/ case
4 to 6 cases/year	CHF 1'000/ case
7 or more cases/year	CHF 2'000/ case

## 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.].

## 341. Allowances/Fees Payable listed in Book 3:

Article number	Item	Amount
<b>3-188, 3-236, and 3-258</b>	1) Single game, Men or Women*	CHF 450
	2) Tournament lasting five (5) days or less	CHF 700
	3) Olympic Qualifying Tournaments - Men	CHF 1,700
	4) Olympic Qualifying Tournaments - Women	CHF 1,400
	5) FIBA World Championship - Men	CHF 2,500
	6) FIBA World Championship - Women	CHF 1,500
	7) FIBA World Championships - Youth	CHF 1,250
<b>3-218</b>	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, Women's Pre-Olympic Qualifying Tournaments, FIBA Women's World Cup Qualifying tournaments games, the fees payable for FIBA Technical Delegates are CHF 900

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

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

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

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

**APPENDIX 1: MASTER AGREEMENT – AGENT AND PLAYER OR CLUB**

Contract between

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

Agent's FIBA License Number: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Full Address: \_\_\_\_\_

\_\_\_\_\_

- hereinafter "the Agent" – and

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

Full Address: \_\_\_\_\_

- hereinafter "the Player"

[or:

Club's Full Name: \_\_\_\_\_

Full Address: \_\_\_\_\_

- hereinafter "the Club"]

**Preamble**

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

**1. Engagement**

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

[or:

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

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

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

1.2.1 Management services

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

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

1.2.2 Placement services

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

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

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

## 2. FIBA Internal Regulations governing Agents

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

## 3. Compensation

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

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

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

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

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

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

## 4. Term and Termination

This Contract shall begin on the day of signature hereof by both parties and shall expire on \_\_\_\_\_ [*duration not to exceed two years*] unless renewed by written agreement between the parties. Each party shall have the right to terminate this contract at will with 30 days written notice.

5. Entire Agreement

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

6. Confidentiality

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

7. Arbitration

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

Date

Date

Place

Place

The Agent \_\_\_\_\_

The Player [or: For the Club] \_\_\_\_\_

\* Disclaimer:

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

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

## APPENDIX 2: SUGGESTED MAIN POINTS – CLUB AND PLAYER CONTRACT

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

8. Dispute Resolution/Applicable Law  
Basketball Arbitral Tribunal (BAT), ex aequo et bono?

9. Miscellaneous  
Entire agreement (Annexes?)  
Amendments in writing only  
If a provision is held invalid, no effect on any other provision

Date/Signatures

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

