

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:
- a. Must be approved by FIBA; and
 - b. Must respect the principles set out in this Chapter; and
 - c. May enter into force no earlier than their written approval by FIBA.
- A National Member Federation that exercises the option of establishing such national regulations is obliged to organise a system of personal interviews similar to that provided for in these Regulations (see article 3-305). 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).