

## **Regulation Governing Players' Agents**

### **H5 Players' agents**

**H5.1** These rules govern the activities of players' agents (hereinafter referred to as Agent(s)) who undertake to bring about or assist in the international transfer players or coaches (players and coaches are hereinafter also referred to as "Players").

**H5.2** Any national member federation which deems it necessary may establish its own regulations governing players' agents who deal with transfers within their own federation. Such regulations must be approved by FIBA and must respect the principles set out in H5.3, H5.6, H5.7 and H5.8 below.

### **H5.3 General Matters**

H5.3.1 Players are entitled to use the services of an Agent to represent them or safeguard their interests in negotiations with clubs. The Agent must be in possession of a valid licence issued by FIBA.

H5.3.2 Clubs are entitled to use the services of Agents to represent them or safeguard their interests in negotiations with players. The Agent must be in possession of a valid licence issued by FIBA.

H5.3.3 Players and clubs are not permitted to use the services of a non-licensed agent (cf. H5.7 and H5.8).

H5.3.4 Regulation H5.3.3 does not apply if an Agent is licensed to practise law in the country of his permanent residence.

### **H5.4 Granting the Licence**

H5.4.1 Any individual wishing to act as an Agent shall file an application with FIBA on the Standard Application Form provided for that purpose.

H5.4.2 FIBA shall require the candidate to provide a certificate confirming that he is in good standing and, in particular, that he has no criminal record.

H5.4.3 Individuals only may apply for a licence. Applications from companies or organisations are not admissible, but individuals who have obtained a licence are allowed to operate through a company or a similar entity, provided that the licence-holder continues to be the only person responsible vis-à-vis FIBA.

H5.4.4 An application may be rejected if the candidate is not in good standing, in particular if he has a criminal record or does not have a good reputation.

H5.4.5 A person applying for an agent's licence may not, under any circumstances, hold a position within FIBA, a Zone, a member federation, a club, or any organisation connected with such entities such as leagues or players' associations.

H5.4.6 If an application for an agent's licence is admissible pursuant to H5.4.4 and H5.4.5 above, FIBA shall invite the candidate for a personal interview and a test (cf H5.4.7 below), unless this requirement is waived by the Secretary General in the individual case.

- H5.4.7 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, of the Zones, and of the national member federation on whose territory he is domiciled);
  - b) generally appears capable and suitable of advising a player or club who calls on his services.
- H5.4.8 If the requirements of H5.4.7 (a) and (b) are not met, the application will be rejected.
- H5.4.9 FIBA is entitled to charge expenses and/or a fee for conducting the interview and the test. The candidate shall bear his own expenses.
- H5.4.10 FIBA may charge an annual fee not exceeding CHF 1,000.
- H5.4.11 Within 30 days after the personal interview and the test, FIBA shall inform the candidate whether the requirements under H5.4.7 above have been met.
- H5.4.12 In order to obtain a licence the approved candidate shall prove to FIBA that he has taken out professional liability insurance for no less than CHF 250,000 with an insurance company acceptable to FIBA
- H5.4.13 If the requirements under H5.4.7 and H5.4.12 have been met, FIBA shall issue a licence to the approved candidate and shall inform the respective Zone accordingly. The licence shall be strictly personal and non-transferable.
- H5.4.14 If, after an Agent has acquired a FIBA licence, the national member federation of the country in which the candidate is domiciled enacts or has enacted regulations governing the activities of players' agents, then the Agent shall prove to FIBA that he is the holder of a valid licence issued by that federation, provided that the regulations of the national federation have been approved by FIBA in terms of H5.2
- H5.4.15 FIBA shall publicise on its website a list of licensed Agents and their clients (clubs and players), and shall update this information regularly.

## **H5.5 Keeping the licence current**

- H5.5.1 Beginning at the end of the year in which the Agent's licence has been issued, an Agent shall attend every two years a seminar organised by FIBA in order to update the Agent on new developments concerning agents' activities and to verify that the requirements for the issuing of the licence are still met (cf. H5.4.13).
- H5.5.2 An Agent must pay the annual fee provided for in H5.4.10.

## **H5.6 Rights, duties, and sanctioning of licensed Agents**

### H5.6.1 Rights of Agents

#### H5.6.1.1 Licensed Agents shall have the following rights:

- a) to contact any player who is not or is no longer under contract with a club provided such player has not yet retained another agent (a player can be represented by one agent only at the same time);
- b) to represent any player or club requesting him to negotiate and/or conclude a contract on his/its behalf;
- c) to manage the affairs of any player who requests him to do so.

H5.6.1.2 An Agent may represent a player or manage his affairs under the terms of H5.6.1 (a) and (b) above only if he has a written contract with the player in question. In his dealings for and on behalf of the player the Agent must present a written power of attorney.

H5.6.1.3 The duration of a contract shall not exceed a period of two years but may be renewed with the express agreement of both parties.

### H5.6.2 Duties of Agents

#### H5.6.2.1 A Licensed Agent shall have the following duties:

- a) to comply with the statutes and regulations of the member federations, Zones, and FIBA at all times;
- b) to ensure that every transaction in which he is involved conforms with these Regulations;
- c) to notify the name of a new client to FIBA within 14 days of signing a new contract to represent a player or club;
- d) never to approach a player who is under contract with a club so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract;
- e) never to approach a player who is under contract with another agent so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract.
- f) to accept payment only from or on behalf of the player/club with whom/which he is contractually linked ;
- g) not to engage in any acts of unfair competition.
- h) to observe the law;
- i) to avoid any conflict of interests, in particular not to represent both sides in the same transaction;

- j) to make use, to the extent possible, of the master agreement between agents and players (see Annex1 to this Regulation) as provided by FIBA;
- k) to use his best efforts that the player/club takes into account the Main Points as provided by FIBA to be covered in a player contract– see Annex 2 to this Regulation;
- l) never to approach a player, in particular a player under 18 years of age, during training camps and during competitions;
- m) to request a new client to disclose any pending or threatened litigation under a previous agent contract;
- n) to inform the Player about the provisions of the FIBA Internal Regulations, particularly those which refer to the Eligibility of Players, National Status of Players, International Transfers of Players, and Players' Agents;
- o) to inform a new client that any obligations under a previous contract must be honoured;
- p) to represent his client in good faith and to demonstrate integrity and transparency in all of his dealings with the client. He shall inform his client of any and/or all activities undertaken on the client's behalf;
- q) to negotiate terms and conditions of offers of employment in consultation with the client and to inform the client of his obligations under the offer, such as payment of fees, performance credits, working conditions, etc.
- r) to ensure that the Player personally signs the contract which has been negotiated on his behalf;
- s) to recognise and uphold the client's prerogative to refuse any or all employment opportunities offered;
- t) to maintain an accessible office, telephone and other appropriate means of communication, and such other facilities normally deemed necessary and to be reasonably available to conduct business effectively and efficiently as an Agent.

#### H5.6.3 Sanctioning of Agents

H.5.6.3.1 FIBA, through the Secretary General or his delegate, shall be entitled to sanction an Agent as per H5.6.3.3 below:

- a) if the requirements for issuing the licence under these Regulations are not/no longer met;
- b) if the Agent fails to attend a FIBA seminar as per H5.5.1 above;
- c) if the Agent fails to pay the annual fee for his licence (cf. H5.4.10)
- d) if the Agent fails to provide proof to FIBA that he is the holder of a valid agent's licence issued by the federation of his domicile (cf, H5.4.14);

- e) if the Agent is in breach of any of his duties according to these Regulations;
- f) for other important reasons.

H.5.6.3.2 The Agent has a right to be heard.

H.5.6.3.3 The following sanctions shall apply:

- a) a reprimand or caution;
- b) a fine up to CHF50,000
- c) withdrawal of the licence.

H.5.6.3.4 The sanctions may be cumulative.

## **H5.7 Duties and sanctioning of players**

H5.7.1 Duty of players

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

H5.7.2 Sanctioning of players

H.5.7.2.1 In the event that a player uses the services of an unlicensed agent or more than one agent at the same time, FIBA acting through the Secretary General (or his delegate) is entitled to:

- a) take this factor into account when considering the player's position in any subsequent contractual dispute;
- b) sanction the player as follows:
  - (i) a reprimand or caution;
  - (ii) a fine up to CHF50,000
  - (iii) prohibit the player from obtaining national and/or international transfers.

H.5.7.2.2 The sanctions may be cumulative.

## **H5.8 Duties and sanctioning of clubs**

### H5.8.1 Duty of club

Any club wishing to engage the services of a player shall negotiate only with:

- a) the player himself, or
- b) an Agent licensed under the terms and conditions of these Regulations, subject to the exception mentioned in H5.3.4.

### H5.8.2 Sanctioning of clubs

H5.8.2.1 In the event that a club violates one or more of the provisions under H5.8.1 above, FIBA acting through the Secretary General (or his delegate) is entitled to impose the following sanctions:

- a) a reprimand or caution;
- b) a fine up to CHF100,000
- c) prohibiting the club from carrying out national and/or international transfers;
- d) ban from all national and/or international basketball activity.

H5.8.2.2 The sanctions may be cumulative.

## **H5.9 Special provisions**

### H5.9.1 Special Provisions referring to Agents

H5.9.1.1 An Agent who terminates his activities is obliged to return his licence to FIBA. If he fails to do so, the licence shall be cancelled, and this fact shall be made known officially.

H5.9.1.2 FIBA shall publish on its website the names of any Agent who has terminated his activities or had his licence withdrawn.

H5.9.1.3 The insurance policy (cf. H5.4.12) may not be cancelled until at least six months have elapsed after the termination of the Agent's activities.

### H5.9.2 Other Special Provisions

H5.9.2.1 A national member federation which exercises the option of establishing its own regulations governing the activities of players' agents for domestic transfers (national transfers) is obliged to organise a system of personal interviews similar to that provided for in these Regulations. Exceptions require FIBA's approval.

H5.9.2.2 Any appeal against any decision of FIBA under these Regulations shall be filed with the FIBA Appeals' Tribunal in accordance with the FIBA Internal Regulations governing Appeals.