



To the national member federations of FIBA

16 April 2009

IMPORTANT

**Reference: New Internal Regulations governing the National Status of
Players (H.2) and the International Transfer of Players (H.3)**

Dear Friends,

During its meeting in Geneva on 6 - 7 December 2008, the Central Board approved important amendments to the Internal Regulations governing the National Status of Players (H.2) and the International Transfer of Players (H.3).

We wish to underline the following significant changes:

1) National status : players from dependent territories (H.2.3.7.1):

New conditions of eligibility have been introduced for players from dependent territories. In order to be eligible for the dependent territory a player must, *inter alia*,

- have the legal nationality of the main territory, and
- be able to demonstrate traditional or customary residency in the dependent territory

2) International Transfer: Decisions (H.3.1)

All decisions on the international transfers of Players, including transfers between national federations within the same continent (Zone), are the competence of FIBA.

Consequently:

- Any decision related to an international transfer shall be made by FIBA.
- A copy of each letter of clearance must be sent (also by email) to FIBA.
- All disputes arising from a refusal to issue a letter of clearance shall be decided by the Secretary General of FIBA.

These provisions will apply as of **1 July 2009**.



3) International Transfer: Young players (H.3.4.1.1)

Transfers of young players will not be approved if they disrupt the players' schooling. Also, FIBA will evaluate on a case by case basis transfers linked to basketball where the player lives close to a national border.

4) International Transfer: Players' Agent information (H.3.6.2.2)

All correspondence, in particular the letters of clearance, between national member federations regarding transfers of players must state the name, nationality and license number of the FIBA Players' Agent(s) involved in the transfer, or, if there is no agent involved, shall be indicated with "NO". A failure to abide by this duty or providing inaccurate information will incur an administrative fine as stipulated in O.1.

These provisions will apply after **1 July 2009**.

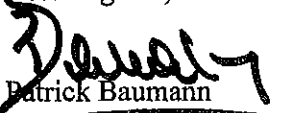
National member federations are therefore required to amend accordingly their templates for requesting or granting Letters of Clearance.

5) Reminder

Please note the following information about the implementation of the Regulations on FIBA Approved Coaches. Article H.6.2.6 states that *a coach must be designated FIBA Approved Coach in order to be a Head Coach of a national team competing in the Main Official Competitions of FIBA*. This rule will be strictly implemented this summer and failure to abide will result in administrative fines. If you have any questions, please contact the FIBA Sport Department, Mr Kevin Bovet.

For further details and the complete text of the Internal Regulations, please visit the FIBA website at www.fiba.com.

Best Regards,


Patrick Baumann
Secretary General

Enclosed: Regulation H of the Internal Regulations of FIBA

Cc: FIBA Zones



FIBA

We Are Basketball

INTERNAL REGULATIONS 2008
RULES GOVERNING PLAYERS, COACHES, SUPPORT OFFICIALS, AND PLAYERS' AGENTS

REGULATION H RULES GOVERNING PLAYERS, COACHES, SUPPORT OFFICIALS, AND PLAYERS' AGENTS

H.1 Eligibility of Players

- H.1.1** To be entitled to participate in FIBA competitions, a player must observe the General Statutes and Internal Regulations of FIBA.
- H.1.2** The national member federation is responsible for the eligibility of its players at all times and will bear the consequences of any infractions of the Regulations governing Eligibility, National Status, International Transfer, and Age of Players.
- H.1.3** All players who participate in competitions of FIBA and/or those of its national member federations must:
- a. Respect the spirit of fair play and non violence and act accordingly at all times on the court.
 - b. Refrain from using substances and from practices prohibited by the regulations of FIBA and those of the International Olympic Committee (IOC) and World Anti-Doping Agency (WADA).
 - c. Agree to submit at any time to medical tests and controls, particularly doping controls, carried out in compliance with the regulations of FIBA, the International Olympic Committee, and WADA.
- H.1.4** A national member federation or FIBA is authorised to deny participation in competitions under its jurisdiction to players who do not respect the provisions provided for in H.1.3 above.
- Permission to play may be refused also to any player who does not provide the declaration, as required for main official competitions of FIBA, in which he agrees to accept:
- a. The conditions in force for doping control.
 - b. The decisions of the Court of Arbitration for Sport, Lausanne, to the exclusion of any recourse to ordinary courts, in the event of a dispute with FIBA which cannot be settled within FIBA.
- H.1.5** Players in breach of the principles set out in H.1.3 a., b., and c. may not be eligible to participate in the competitions listed in E.1.1, and E.1.2 – refer to K.4.
- H.1.6** Players may enter into a written contract with a club. This contract may state that the player will receive payment.
- H.1.7** Players who participate in professional leagues must belong to organisations which are members of the member federation; otherwise they will not be able to participate in the official competitions of FIBA.
- H.1.8** No financial remuneration for the performances of a player or a team is permitted during the Olympic Games.



- H.1.9 It is within the spirit of all FIBA Regulations that players make themselves available for competitions of both their club and their national team. The national member federations are encouraged to enact regulations securing the participation of all players under their jurisdiction in their respective national teams.

H.2 National Status of Players

H.2.1 General Principles

- H.2.1.1 These regulations apply to all competitions of FIBA. They apply at national team level and at international club level.
- H.2.1.2 These regulations apply to both genders.
- H.2.1.3 If necessary for reasons of mandatory international law, the Zones are authorised to draw up specific regulations applicable to club competitions within the Zone in question. Such regulations are subject to the prior approval of the Central Board of FIBA prior to their implementation.

H.2.2 Proof of legal nationality

- H.2.2.1 FIBA may ask that evidence be provided to verify the legal nationality (or nationalities) of any player by requesting any documents it deems appropriate.
- H.2.2.2 Proof of legal nationality of a country by itself does not constitute sufficient evidence to guarantee a player's right to play as a national for the national team of that country – see H.2.3.1.

H.2.3 National teams

- H.2.3.1 In order to play for the national team of a country, a player must hold the legal nationality of that country, and have fulfilled also the conditions of eligibility according to the Internal Regulations.
- H.2.3.2 Players with two or more nationalities
- H.2.3.2.1 Any player with two legal nationalities or more, by birth or by naturalisation, may choose at any age the national team for which he wishes to play. Any such choice must be made in a written declaration to FIBA. This provision applies also to any player having acquired legal nationality by birth, or having the right to acquire a second nationality at birth, but who does not lay claim to this right until a given time in the future.

[Note: for exception see H.2.3.2.5]



FIBA

The Art of Basketball

- H.2.3.2.2 However, if a player having two (2) or more nationalities is summoned by a national member federation after reaching the age of eighteen (18), he is obliged to choose for which national team he wishes to play. If he has declined the summons, the player may choose only the national team of the other country/one of the other countries, unless he declares, in writing, within fifteen (15) days of receiving the summons that he has chosen the country that summoned him first.
[Note: for exception see H.2.3.2.5]
- H.2.3.2.3 Any player having played in a main official competition of FIBA for a national team for which he is eligible is considered as having chosen the national team of that country, with the exception of cases provided for under H.2.3.5 and H.2.7.
- H.2.3.2.4 Choices made under H.2.3.2.1, H.2.3.2.2 and H.2.3.2.3 are irrevocable.
- H.2.3.2.5 A player who has transferred as a young player according to H.3.4.1.1b may not choose until he has reached the age of twenty-one (21) the national team of any country other than the country from which he transferred.
- H.2.3.3 A national team participating in an international 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).
- H.2.3.4 A player who has played in a main official competition of FIBA before reaching his seventeenth (17) birthday may play for a national team of another country if both national member federations agree; in the absence of an agreement the Secretary General decides.
- H.2.3.5 A player who has played in a main official competition of FIBA after having reached his seventeenth (17) birthday may not play for a national team of another country.
However, in exceptional circumstances the Secretary General may authorise such a player to play for the national team of his country of origin if he is ineligible to play for such country according to this regulation H.2.3.5 and if this is in the interest of the development of basketball in this country.
- H.2.3.6 For any player who has two or more legal nationalities by birth or by naturalisation, the national member federation for which the player wishes to play must obtain written certification from the national member federation of the country(-ies) corresponding to the player's other nationality(-ies), in which it is stated that he has not taken part in a main official competition of FIBA as a member of its national team.
If the request for this certification remains unanswered, FIBA may issue provisional authorisation to the national member federation making the request. After a period of one year, this authorisation shall be considered final.
- H.2.3.7 Special provision concerning the eligibility of players from dependent territories



- H.2.3.7.1 In order to represent the territory in the official competitions of FIBA or in other international competitions organised within their Zones, subject to other following provisions, a player must fulfil the following conditions:
- a. Have the legal nationality of the country on which the territory is dependent (the "main territory");
 - b. Be able to demonstrate traditional or customary residency in the territory;
 - c. Have:
 - i. been born in the dependent territory; or
 - ii. been born in the main territory of at least one parent born in the dependent territory, regardless of the place of birth of the player; or
 - iii. been born of parents both of whom were born in the dependent territory, regardless of the place of birth of the player; or
 - iv. at least one grandparent who was born in the dependent territory, regardless of the place of birth of the player.
- H.2.3.7.2 A player who does not satisfy the provisions of H.2.3.7 c) but obtains the legal nationality of the main territory and can demonstrate permanent residency of the dependent territory for at least four years is eligible to represent the dependent territory, subject to the following:
- a. If the player obtains the legal nationality before reaching the age of sixteen (16) years, he will be eligible to represent the dependent territory without restriction.
 - b. If the player obtains the legal nationality of the main territory after the age of sixteen (16) years, then he will be considered in the same way as a naturalised player and the provisions of H.2.3.3 are in effect.
- H.2.3.7.3 Regulations H.2.3.4 and H.2.3.5 are in effect.
- H.2.4 Club teams
- For the international club competitions of FIBA, the composition of the teams is not subject to any limitation concerning the legal nationality of the players. However, each national member federation and FIBA Zone may establish more restrictive regulations. Where the duration of a tournament does not exceed fifteen (15) days, the governing body of that competition may establish more restrictive regulations also.
- H.2.5 Decisions
- H.2.5.1 All decisions regarding the application of these regulations are taken by the FIBA Legal Commission acting through the Secretary General or a person delegated by him. With respect to Zone championships, the respective FIBA Zone Secretary General (or his delegate) will decide, with the exception of Marginal Cases (H.2.7). Any such decision by a FIBA Zone shall be communicated immediately to FIBA.
- H.2.5.2 The Secretary General of FIBA shall be authorised to review and set aside any such decision if he believes that the decision is contrary to the spirit and intent of the Internal Regulations and the established general policy of FIBA. Any decision by the Secretary General of FIBA to set aside a decision of a Zone must be made within fourteen (14) days of becoming aware of the Zone's decision.



H.2.6 Sanctions

H.2.6.1 Where there are violations of the provisions contained in these Regulations and, in particular, where national member federations, clubs, or other organisations are involved in the manipulation, no matter whether legal or not under the domestic legislation, of the legal status of players, administrative and disciplinary penalties shall be imposed in the first instance by the Secretary General of FIBA or his delegate, or by the Secretary General of the competent Zone or his delegate.

H.2.6.2 These penalties shall have immediate effect and be in accordance with the "Basic Principles governing the Application of Penalties" in these Internal Regulations.

H.2.6.3 Appeals are governed according to these Internal Regulations.

H.2.7 Marginal cases

Decisions on marginal cases, i.e. cases not covered by these regulations, are the responsibility of the Secretary General following consultation with the President of the FIBA Legal Commission.

The same shall apply with respect to refugees enjoying asylum rights and displaced persons (UNO Conventions).

In certain cases, FIBA nationality may be granted to a player.

H.2.8 Appeals

An appeal against decisions made under the foregoing provisions shall be submitted to FIBA's Appeals' Tribunal in accordance with the Regulations governing Appeals.

H.2.9 Costs

If and when a hearing is organised under these Regulations involving member federations, clubs or players, FIBA shall be authorised to make the organisation of such hearing dependent upon the parties paying to FIBA reasonable administrative costs.

H.3 International Transfer of Players

H.3.1 Application of these regulations

H.3.1.1 All decisions related to an international transfer shall be made by FIBA.

H.3.1.2 All decisions related to a special agreement according to H.3.2.2 below shall be the exclusive competence of the Secretary General of FIBA.

H.3.2 General Principles

H.3.2.1 Any basketball player shall have the right to play basketball in any country in the world, within the limits established by the General Statutes and Internal Regulations of FIBA and the eligibility regulations of the respective member federation.



H.3.2.2 These regulations governing international transfer apply in their entirety to all member federations. However, in exceptional circumstances, FIBA may reach a special agreement with a national member federation or one of its member organisations.

H.3.2.3 For national transfers, member federations are invited to draw on these Internal Regulations and to establish their own regulations governing the transfer of players in the spirit of the FIBA Regulations.

H.3.3 The player

H.3.3.1 Letter of clearance

- a. A letter of clearance must be obtained from the national member federation where a player was last licensed before he can be licensed by another member federation. A copy of each letter of clearance must be sent (also by email) to FIBA. This document certifies that the player concerned is free to be licensed by another member federation.
- b. A letter of clearance may not be issued to more than one national member federation at any one time. Sanctions may be imposed on a national member federation in the event of misleading practices and/or procedures.
- c. The letter of clearance may not be limiting or conditional.
If applicable, the letter of clearance must mention any sanctions applied under the auspices of the national member federation that may be in force against the player. Such mention shall include the unexpired period of suspension from playing, the unpaid amount of a monetary fine which is part of the sanction applied by the national member federation, or the unexpired portion of any other sanction.
FIBA must be informed when a letter of clearance is issued where there is an outstanding sanction.
- d. The only reason for which a national member federation may refuse to grant the request for a letter of clearance is if the player is under contract to play for his club beyond the scheduled transfer date. See H.3.6.2.3.
A letter of clearance may not be delayed or refused because of a monetary dispute between a club and a player.
- e. The national member federation may charge a maximum administrative fee as stipulated in O.3 for the transfer of a player under its jurisdiction to another member federation.
- f. All the provisions of this rule apply to any player licensed by a national member federation who wishes to apply for an international transfer, irrespective of whether the player is a national or foreign player.

H.3.4 Age limit/young players

H.3.4.1 International transfer is not permitted before a player's eighteenth (18) birthday, except in special cases as decided by the Secretary General after examination of the matter with the member federations and, if necessary, with the clubs and the player concerned.

**H.3.4.1.1 Special cases**

- a. If the proposed transfer is not linked to basketball, the transfer may be authorised.
- b. If the proposed transfer is linked to basketball, the following criteria shall be taken into account when making the decision on the authorisation of the transfer:
 - i. The player's new club shall guarantee adequate academic and/or school and/or vocational training which prepares him for a career after his career as a professional athlete.
 - ii. The new club shall provide appropriate basketball training in order to develop and/or further the player's career as a professional athlete.
 - iii. The new club shall demonstrate that it conducts an appropriate training programme for young players of the nationality of the club's home country.
 - iv. The new club shall make a contribution to a Solidarity Fund established by FIBA to support the development of young players.
 - v. The young player, his parents, the new club, and the new national member federation shall declare in writing that, until his eighteenth (18) birthday, the player will make himself available for his home country's national team and, if necessary, for the preparation time as well as for training camps provided that they do not interfere with school activities.
 - vi. The transfer does not disrupt the player's schooling.
- c. Not more than five outward transfers of players under the age of eighteen (18) can be approved in any one year from any one national member federation; similarly, not more than ten such transfers inward can be approved for any one national member federation. These restrictions relate only to transfers linked to basketball, apply separately to male and female players and shall be based on the order in which transfer requests were received by FIBA. National member federations have the right to withdraw a transfer request for a young player before FIBA issues a decision on the matter.
- d. In transfer cases linked to basketball where the player lives close to the border, as determined by FIBA on a case by case basis, FIBA may waive the contribution to the Solidarity Fund and not include such transfers in the total inward/outward number of transfers of the national member federations involved. Any subsequent national transfer of the player before his eighteenth (18) birthday, requires approval by FIBA and shall be included in the inward/outward number of transfers.

H.3.4.1.2 Compensation for the development of a player under the age of eighteen (18) where the transfer has been approved under H.3.4.1.1.b.

The Secretary General shall fix a reasonable compensation for the development of the player payable as per H.3.4.8. Such compensation shall be based primarily 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 H.3.4.1.1.b.

H.3.4.2 At or after the player's eighteenth (18) birthday, the club of origin, i.e. the club or other organisation for which he is licensed at his eighteenth (18) birthday (the "club of origin"), has the right to sign the first contract with the young player.



- H.3.4.3** Such contract shall be in written form and respect the law of the country and of the federation of origin. It shall have a minimum duration of one (1) year and a maximum duration of four (4) years. A copy of such contract shall be submitted to the Secretary General who shall keep it on a confidential basis.
- H.3.4.4** Should the player refuse to sign such contract and elect to move to a new club in another country, the two clubs shall agree on a compensation sum to be paid as per H.3.4.8 and inform FIBA.
- H.3.4.5** In the event that the clubs are unable to agree on the compensation within four (4) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation, either club has the right to request that the compensation be determined by FIBA. Such request has to be made in writing within six (6) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation.
- H.3.4.6** The decision as per H.3.4.5 shall be taken by the Secretary General who may hear the two clubs and/or federations involved and/or the player if he deems it appropriate.
- H.3.4.7** The player shall not be allowed to play for his new club until the compensation agreed upon by the two clubs (H.3.4.4) or determined by the Secretary General (H.3.4.6) has been paid as per H.3.4.8. In the event that an appeal is filed against the decision of the Secretary General, the player shall be allowed to play for his new club as soon as the sum of compensation determined by the Secretary General has been paid into an account of FIBA or the FIBA Zone where it will be held in escrow until the decision on the compensation is final.
- H.3.4.8** The compensation sum shall be based primarily, but not solely, on the investments made by the club(s) that have contributed to the development of the player. It shall be paid to the national member federation of origin which will decide on how to re-distribute the compensation sum among the clubs that have contributed to the development of the player according to specific provisions that the national member federation has officially adopted. Such provisions shall be drafted in a way to respect the principle of protection of clubs forming young players.
FIBA is to be informed of the compensation in all cases where compensation is agreed.
- H.3.4.9** Upon expiration of the contract as per H.3.4.3 above, the player is free to move where he wishes without any compensation being due.
- H.3.4.10** Member federations are invited to prepare similar regulations for their internal, i.e. national, transfer systems.



H.3.4.11 Unless provided otherwise, any decision related to H.3.4 shall be the competence of the Secretary General.

H.3.5 Licence restrictions

H.3.5.1 A player may not be licensed by more than one national member federation at the same time.

H.3.5.2 A player may not have more than one FIBA Foreign Player Licence at the same time. A FIBA Foreign Player Licence 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.

H.3.5.3 All licences held by the player become automatically null and void when the licence is revoked by the issuing authority.

H.3.5.4 FIBA Zones may set a deadline to apply during the club competition season after which time a licence will no longer be authorised.

H.3.6 The member federations

H.3.6.1 Transfer procedure

H.3.6.1.1 Whenever a national member federation receives a request for a licence for any player who was licensed previously by another national federation, before granting such a licence in accordance with its own regulations, it must obtain a letter of clearance on behalf of the player concerned (exception: players from academic institutions, see H.3.12).

H.3.6.1.2 The national member federation may not grant the licence until it has obtained the letter of clearance from the national member federation of the country where the player was last licensed or from FIBA in terms of H.3.6.2.4.

H.3.6.2 Deadline for response

H.3.6.2.1 A request for a letter of clearance shall be sent by one of the following methods:

- a. Registered mail with recorded delivery,
- b. Email,
- c. Telefax (with confirmation of receipt),
- d. Express courier with recorded delivery, or
- e. Delivery by hand (with confirmation of receipt).

The national member federation requesting a letter of clearance must indicate the name, nationality and licence number of the FIBA player's agent(s) involved in the transfer, where applicable. A failure to abide by this duty will incur an administrative fine as stipulated in O.1.



H.3.6.2.2 The national member federation receiving a request for a letter of clearance must reply within seven (7) days following receipt of the request. It shall either grant or refuse the letter of clearance, and shall indicate whether the player in question was in fact licensed in the national member federation receiving the request for the letter of clearance. It shall also indicate the name, nationality and license number of the FIBA player's agent(s) involved in the transfer, where applicable.

H.3.6.2.3 If the national member federation refuses the request for the letter of clearance in terms of H.3.3.1 d. above, this national member federation shall notify the party requesting clearance and FIBA immediately. The refusal shall be accompanied by a copy of the valid contract in question duly dated and signed by the parties involved. A certified English or French translation of this contract shall be attached.

H.3.6.2.4 If there is no response within the seven (7) day period, the requesting national member federation shall immediately notify FIBA. This communication must be accompanied by a copy of the first letter requesting clearance addressed to the national member federation concerned and a copy of the passport of the player in question. FIBA will authorise the granting of the licence without a letter of clearance, unless there are exceptional circumstances as approved by the Secretary General of FIBA (but see H.3.4 Age Limit regarding players under eighteen (18) years of age).

H.3.6.3 Players' availability to play for a national team

H.3.6.3.1 General principles (see also H.1)

- a. Any club which signs a contract with a player is obliged to release that player when he is summoned by a national member federation to play for its national team in any age category in a main official competition of FIBA.
- b. Any player registered with a club is obliged to reply in the affirmative when summoned to play for his national team.
- c. Upon an international transfer, each national member federation must guarantee to FIBA its responsibility in ensuring that this provision is applied by the clubs.
- d. Any special agreement reached by FIBA in accordance with H.3.2.2 of the Regulations governing the International Transfer of Players shall remain unaffected.

H.3.6.3.2 Procedure

- a. A player's availability must be requested by the national member federation concerned in a communication to the national member federation or club with which the player is registered at least thirty (30) days before the first day of the game(s). The request must be sent by one of those methods listed in H.3.6.2.1.
- b. The player should be available at least for the duration of the competition or for each individual competition day, as well as for a preparation time of:
 - i. Seventy-two (72) hours for qualifying games;
 - ii. Fourteen (14) days for a tournament in a main official competition.
- c. The member federations concerned may agree on a shorter period of preparation. However, the player must under all circumstances arrive forty-eight (48) hours before the beginning of the first game and be released to return to his club within twenty-four (24) hours of the end of the game(s).



- d. If the national team competition is outside the club competition season, the above deadlines do not apply and shall be determined by the requesting national member federation in a reasonable way.
- e. A player who claims when summoned that he has an injury or illness, and that he is unable to play must, if the requesting national member federation so wishes, undergo a medical examination by a doctor chosen by the requesting national member federation.

H.3.6.3.3 Financial Considerations

- a. A club having entered into an agreement with a player is obliged to release the player to the requesting national member federation, without any financial indemnity for the period provided for in H.3.6.3.2 b. above.
- b. The requesting national member federation must assume the player's travel expenses.
- c. The club to which the player is under contract is responsible for covering the player's insurance costs in the case of injury or illness whilst on release from the club and, particularly in the event of injury, during the game(s) to which he is summoned.

H.3.6.3.4 Sanctions

- a. If a player licensed with a club is called to play on his national team for one of the main official competitions of FIBA and this player refuses to play for his national team for whatever reason (including injury or illness), he may not play for the club with which he is licensed for the entire duration of the training period and the competition. Restriction from playing for his club will be increased by thirty (30) days if the player's refusal to play is not manifestly due to illness or injury.
If the period of application of the thirty (30) day sanction falls outside the national championship season, it is carried over to the following season.
- b. If a club refuses to release a player, the club is liable to:
 - i. A fine as stipulated in O.1.
 - ii. Suspension.
- c. If a club allows a player to play during the period provided for in H.3.6.3.4 a., this club is liable to:
 - i. A fine as stipulated in O.1.
 - ii. Suspension.
 - iii. A default of zero: twenty (0:20) for all games played with the player during the said period, unless the club loses by more than twenty (20), in which case the result stands.
- d. Should a national member federation act against the spirit and/or the letter of this rule, this national member federation is liable to:
 - i. A fine as stipulated in O.1.
 - ii. A suspension.
- e. The decisions as per b., c. and d. above shall be taken by the FIBA Secretary General (or his delegate). The decisions shall be subject to appeal.
- f. Should a club be penalised in accordance with H.3.6.3.4 b. and/or H.3.6.3.4 c., the national member federation of this club is responsible for enforcing those sanctions.
- g. In the event that a club fails to settle its debts with the FIBA Zone, that Zone shall be authorised to collect these debts from the national member federation to which the club is affiliated.



FIBA

We Are Basketball

INTERNAL REGULATIONS 2008

RULES GOVERNING PLAYERS, COACHES, SUPPORT OFFICIALS, AND PLAYERS' AGENTS

H.3.6.4 Disputes

All disputes arising from a refusal to issue a letter of clearance shall be decided within seven (7) days of the point in time when the dispute has arisen by the Secretary General of FIBA with the possibility of appeal (see H.3.11).

The foregoing shall apply *mutatis mutandis* in the event of a dispute regarding the question to which national member federation a player transfers.

H.3.6.5 Bilateral agreements

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

H.3.6.6 Illegal transfers

H.3.6.6.1 Any international transfer having taken place without a letter of clearance is invalid and, in this case, a national member federation issuing a licence will be liable to a fine in accordance with H.3.9 of these Regulations.

H.3.6.6.2 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 of FIBA.

H.3.7 Registration of players and FIBA player licences

H.3.7.1 Registration

Member federations must register all foreign players in their country. Additionally, they must annually:

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

H.3.7.2 Procedure



- H.3.7.2.1 FIBA authorises the Zones to issue "A" and "B" licences within their respective Zones.
- H.3.7.2.2 To obtain a Foreign Player "A" Licence from the FIBA Zone, each national member federation must submit the following documents to its Zone Secretariat:
- a. List of its foreign players' names;
 - b. Registration form for each foreign player;
 - c. Letter of clearance or statement for players from academic institutions;
 - d. Photocopy of the player's passport showing the bearer's full name [and, if applicable, his former name(s)], date and place of birth, legal nationality and date of expiry.
 - e. A recent passport-compliant photograph of the player.
- H.3.7.2.3 To obtain a FIBA Player "B" Licence from the FIBA Zone, the provisions established by the relevant Zone shall apply.
- H.3.7.2.4 Prior to the start of each season, each Zone shall establish a deadline for the registration of foreign players under its jurisdiction.
- H.3.7.3 Financial provisions
- H.3.7.3.1 FIBA, or the issuing Zone acting on FIBA's behalf, may charge a participation fee for each foreign player in one of two categories as follows:
- a. Participation fee "A" - First and second divisions of national championships - (See O.3 for the fee payable).
 - b. Participation fee "B" - Official cups and tournaments of FIBA (see O.3 for the fee payable).
- H.3.7.3.2 A player who has obtained a Foreign Player "B" Licence does not need a separate "A" licence, provided that he continues to play for the club for which the "B" licence was issued.
- H.3.7.3.3 With regard to participation fee "A", the Secretary General of the issuing Zone may, in special cases, apply a fee lower than that stipulated in O.3 for a limited period.
- H.3.8 Disputes
- All disputes and cases arising from these regulations remain under the exclusive jurisdiction of the Secretary General of FIBA or his delegate.
- H.3.9 Sanctions
- A fine as stipulated in O.1 may be imposed by FIBA should a national member federation fail to submit to the Secretariat of its Zone the list of foreign players with the necessary information and documentation by the given deadlines, or otherwise fail to observe the Regulations governing the International Transfer of Players.



FIBA

We Are Basketball

H.3.10 Costs

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.

H.3.11 Appeal

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' Tribunal according to the Regulations governing Appeals.

H.3.12 Academic institution players

H.3.12.1 If a player, after having played for a club affiliated to a FIBA member (FIBA club) plays for an academic institution and/or another organisation which does not recognise the FIBA Regulations governing the International Transfer of Players, and subsequently returns to a FIBA club, he is then considered as having transferred from a FIBA club to a FIBA club (in other words, his playing activities during his stay at the academic institution, or another organisation, will be disregarded).

H.3.12.2 A player who has not played for a FIBA club before playing for an academic institution and/or another organisation and who wants to play for a FIBA club for the first time does not need a letter of clearance: he is eligible to play as soon as he has presented a written declaration to the national member federation concerned, stating that he has never played for a FIBA club.



H.4 Age of Players

(Refer to Section B for Definitions)

H.4.1 Procedure to establish age limit

To establish the date of birth corresponding to the age limit for an age group, the following procedure is used: the age limit given in the definition must be subtracted from the year in which a competition takes place with the understanding that this year begins on 1st January. As an example, the age limit for U-19 in a competition in 2007 shall be: 2007-19 = 1988. Any player born on 1st January 1988 or after this date will be entitled to participate in a competition for U-19 in 2007.

Age limits for participation in competitions for U-21, U-19, U-17

Codes: Z - Zone
 W - World
 M - Men
 F - Women

Born in	86	87	88	89	90	91	92	93	94	95	96	97
---------	----	----	----	----	----	----	----	----	----	----	----	----

U21												
2007												

U19												
2007												
2008												
2009												
2010												
2011												
2012												

U17												
2007												
2009												
2010												
2011												
2012												
2013												



H.4.2 FIBA Identity Card

- H.4.2.1 A personal FIBA Identity Card must be presented on behalf of each player for the respective FIBA competitions for the given age group.
- H.4.2.2 The Identity Card is valid indefinitely, but three colour passport-sized photographs no more than three (3) months old must be supplied at a competition when the photograph on the Identity Card no longer bears a likeness to the holder.

H.4.3 List of Players

- H.4.3.1 A blank list is sent to the national member federations about eight (8) months before the beginning of the competition. The list has space for twenty-four (24) names.
In selecting a team for a FIBA competition in one of the age groups mentioned above, a national member federation shall fill in the List of Players.
- H.4.3.2 The list must be returned to the FIBA Secretariat two (2) months before the competition is due to start, together with the necessary documents required to prove eligibility for all the players on the list (see H.4.3.3 for exceptions). Failure to meet this deadline may result in financial penalties being imposed by FIBA.
The List of Players must be completed for:
- All age categories from U-17 upwards.
 - For all phases of competition: Qualifying Round, Semi-Final Round, and Final Round.
- H.4.3.3 This list is considered final as of the given deadline, except that:
- Changes may be made to the list before the given deadline provided that they are accompanied by any documents which may be required to prove eligibility;
 - Changes may be made after the deadline in exceptional circumstances only and the national member federation involved will attract a fine as stipulated in O.1.
- H.4.3.4 No registration can be accepted later than seventy-two (72) hours before the beginning of the competition.
- H.4.3.5 Documents required to prove eligibility:
- H.4.3.5.1 The List of Players must be accompanied by any documents which may be necessary to prove eligibility for each player;
- A certified copy of the original of the birth certificate,
 - A certified copy of passport, and
 - Three (3) colour passport-size photographs no more than three (3) months old.

Exception:

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



H.4.4 Responsibility of national member federations

- H.4.4.1 The national member federation is responsible at all times for the eligibility of its players noted on the List of Players.
- H.4.4.2 Upon discovery that a player has played in an official FIBA competition without being eligible; FIBA will initiate inquiry to establish the player's eligibility according to these Regulations.
- H.4.4.3 The national member federation will bear the administrative costs of the inquiry provided for in H.4.4.2 and will be liable to a fine as stipulated in O.1 in accordance with the procedure established in K.1.
- H.4.4.4 In exceptional cases, the FIBA Secretary General (after consultation with the President of the Legal Commission) may authorise a player to play under the status he had before the irregularity was discovered.

H.4.5 Identity and age verification

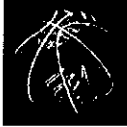
- H.4.5.1 Before the beginning of a competition, players will be subject to identity and age verification under the supervision of the FIBA commissioner for that competition.
- H.4.5.2 Each player, accompanied by the person responsible for his team, shall present his currently valid individual passport or national identity card and FIBA Identity Card. If it is a newly issued Identity Card, it must be signed by the player in front of the FIBA commissioner and the person responsible for the team. After this verification, the FIBA commissioner shall return the FIBA Identity Cards to the person responsible for the team.

H.4.6 General provisions

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

H.5 Players' agents

- H.5.1 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 of players or coaches (players and coaches are hereinafter also referred to as "Players").
- H.5.2 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 H.5.3, H.5.6, H.5.7 and H.5.8 below.



H.5.3 General matters

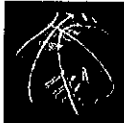
- H.5.3.1 Players are entitled to use the services of an Agent to represent them or safeguard their interests in negotiations with clubs. The Agent must be in possession of a valid licence issued by FIBA.
- H.5.3.2 Clubs are entitled to use the services of Agents to represent them or safeguard their interests in negotiations with players. The Agent must be in possession of a valid licence issued by FIBA.
- H.5.3.3 Players and clubs are not permitted to use the services of a non-licensed agent (cf. H.5.7 and H.5.8).
- H.5.3.4 Regulation H.5.3.3 does not apply if an Agent is licensed to practise law in the country of his permanent residence.

H.5.4 Granting the Licence

- H.5.4.1 Any individual wishing to act as an Agent shall file an application with FIBA on the Standard Application Form provided for that purpose.
- H.5.4.2 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.
- H.5.4.3 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.
- H.5.4.4 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.
- H.5.4.5 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.
- H.5.4.6 If an application for an agent's licence is admissible pursuant to H.5.4.4 and H.5.4.5 above, FIBA shall invite the candidate for a personal interview and a test (cf. H.5.4.7 below), unless this requirement is waived by the Secretary General in the individual case.
- H.5.4.7 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.



- H.5.4.8 If the requirements of H.5.4.7 are not met, the application will be rejected.
- H.5.4.9 FIBA is entitled to charge expenses and/or a fee for conducting the interview and the test. The candidate shall bear his own expenses.
- H.5.4.10 FIBA may charge an annual fee not exceeding that stipulated in O.3.
- H.5.4.11 Within 30 days after the personal interview and the test, FIBA shall inform the candidate whether the requirements under H.5.4.7 above have been met.
- H.5.4.12 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
- H.5.4.13 If the requirements under H.5.4.7 and H.5.4.12 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.
- H.5.4.14 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 H.5.2.
- H.5.4.15 FIBA shall publicise on its website a list of licensed Agents and their clients (clubs and players), and shall update this information regularly.
- H.5.5 Keeping the licence current**
- H.5.5.1 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. H.5.4.13).
- H.5.5.2 An Agent must pay the annual fee provided for in H.5.4.10.
- H.5.6 Rights, duties, and sanctioning of licensed Agents**
- H.5.6.1 Rights of Agents
- H.5.6.1.1 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.

H.5.6.1.2 An Agent may represent a player or manage his affairs under the terms of H.5.6.1.1 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.

H.5.6.1.3 The duration of a contract shall not exceed a period of two years but may be renewed with the express agreement of both parties.

H.5.6.2 Duties of Agents

H.5.6.2.1 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 fourteen (14) days of signing a new contract to represent a player or club;
- d. Never to approach a player who is under contract with a club so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract;
- e. Never to approach a player who is under contract with another agent so as to persuade him to break his contract or not to adhere to the rights and duties contained in that contract;
- f. To accept payment only from or on behalf of the player/club with whom/which he is contractually linked ;
- g. Not to engage in any acts of unfair competition;
- h. To observe the law;
- i. To avoid any conflict of interests, in particular not to represent both sides in the same transaction;
- j. To make use, to the extent possible, of the master agreement between agents and players (see 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 eighteen (18) years of age, during training camps and during competitions;
- m. To request a new client to disclose any pending or threatened litigation under a previous agent contract;
- n. To inform the Player about the provisions of the FIBA Internal Regulations, particularly those which refer to the Eligibility of Players, National Status of Players, International Transfers of Players, and Players' Agents;
- o. To inform a new client that any obligations under a previous contract must be honoured;
- p. To represent his client in good faith and to demonstrate integrity and transparency in all of his dealings with the client. He shall inform his client of any and/or all activities undertaken on the client's behalf;
- q. To negotiate terms and conditions of offers of employment in consultation with the client and to inform the client of his obligations under the offer, such as payment of fees, performance credits, working conditions, etc.;
- r. To ensure that the Player personally signs the contract which has been negotiated on his behalf;
- s. To recognise and uphold the client's prerogative to refuse any or all employment opportunities offered;



- t. To maintain an accessible office, telephone and other appropriate means of communication, and such other facilities normally deemed necessary and to be reasonably available to conduct business effectively and efficiently as an Agent.

H.5.6.3 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 H.5.6.3.3 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 H.5.5.1 above;
- c. If the Agent fails to pay the annual fee for his licence (cf. H.5.4.10);
- 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. H.5.4.14);
- 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 as stipulated in O.1;
- c. Withdrawal of the licence.

H.5.6.3.4 The sanctions may be cumulative.

H.5.7 Duties and sanctioning of players

H.5.7.1 Duty of players

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

H.5.7.2 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 as stipulated in O.1;
 - iii. prohibit the player from obtaining national and/or international transfers.

H.5.7.2.2 The sanctions may be cumulative.

H.5.8 Duties and sanctioning of clubs

H.5.8.1 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 H.5.3.4.

H.5.8.2 Sanctioning of clubs

H.5.8.2.1 In the event that a club violates one or more of the provisions under H.5.8.1 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 as stipulated in O.1;
- c. Prohibiting the club from carrying out national and/or international transfers;
- d. Ban from all national and/or international basketball activity.

H.5.8.2.2 The sanctions may be cumulative.

H.5.9 Special provisions

H.5.9.1 Special Provisions referring to Agents

H.5.9.1.1 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.

H.5.9.1.2 FIBA shall publish on its website the names of any Agent who has terminated his activities or had his licence withdrawn.

H.5.9.1.3 The insurance policy (cf. H.5.4.12) may not be cancelled until at least six months have elapsed after the termination of the Agent's activities.

H.5.9.2 Other Special Provisions

H.5.9.2.1 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.

H.5.9.2.2 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.



ANNEX 1 TO REGULATION H5 – RULES GOVERNING PLAYERS' AGENTS

Standard Contract - Players' Agent and Player

between

Player Agent's Full Name: _____
Company Name (if applicable): _____
Full Address: _____

- hereinafter "**the Agent**" -

and

• Player's Full Name: _____
Full Address: _____

- hereinafter "**the Player**" -

or

• Club's Full Name: _____
Full Address: _____

- hereinafter "**the Club**" -

Preamble

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

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

The Parties further recognise that the master agreement does not and cannot provide regulations for any agreement the parties may have reached. The master agreement is thus only a summary of items to be regulated by the parties. FIBA does not take any responsibility whatsoever in connection with the master agreement.



FIBA

We Are Basketball

1. Engagement

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

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

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

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

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

2. FIBA Internal Regulation governing Players' Agents

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

In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

3. Compensation

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

In negotiating the Player's player contract, the agent shall include a clause according to which the agent collects his agent fee directly from the club.



FIBA

We Are Basketball

The Agent's fee shall be compensation for all the services to be provided by the Agent according to this contract. The Agent shall not be entitled to reimbursement of any expenses unless otherwise agreed in writing.

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

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

4. Term

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

5. Applicable law

This Agreement shall be subject to the laws of ..., except for the provisions of private international law.

6. Entire Agreement

This is the entire agreement of the parties. Any amendments and/or additions to this Agreement shall be made in writing; the foregoing shall also apply to any amendment to this clause 6.

7. Confidentiality

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

8. Arbitration

Any dispute arising out of or in connection with this Agreement shall be settled exclusively by [arbitration by FAT].



FIBA

We Are Basketball

ANNEX 2 TO REGULATION H5 – RULES GOVERNING PLAYERS' AGENTS

Suggested main points to be covered in standard contract between club and player:

1. Parties

Name/address of player, date of birth, nationality
Name/address of club, legal representative

2. Basic Regulations to be referenced in the Contract

The following form an integral part of the contract:

Statutes and regulations of the club

Statutes and regulations of the league

Statutes and regulations of the national member federation of FIBA

Statutes and regulations of FIBA

Statutes and regulations of the FIBA Zone

Mandatory standard form agreements of national member federations should be observed.

3. Player Obligations

To give best services and loyalty to the club.

Participating in all club games and practice, training sessions.

To provide club with prompt notice of any injury etc.

To use only the services of a FIBA licensed Player's Agent.

4. Club's Duties

4.1 Salary:

Payment dates

Bank accounts

Instalments?

Bonuses?

Fringe benefits?

Including/excluding tax?

Social security, health insurance?

4.2 Vacation

4.3. Release for national team (cf. H.3.6.3 of the FIBA Internal Regulations)



5. Term

Duration

Start date (under conditions? i.e. letter of clearance etc.)

Early termination only for important reasons, (e.g. for the club in case of doping violation, for player in case of non-payment)

Extension of the contract (option rights)

6. Image Rights and Promotional activities

Agreement by player to allow the taking of pictures for media etc.

Participating in promotional activities of the team

7. Agent's Commission

Which amount? Based on net salary? Including or not including bonuses and fringe benefits?

Who pays?

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

8. Applicable Law

Arbitration

FIBA Arbitration

Miscellaneous

Entire agreement (Annexes?)

Amendments in writing only

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

Date/ Signatures

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



FIBA

We Are Basketball

H.6 FIBA Approved Coaches

H.6.1 Duties and Obligations of Member federations

- H.6.1.1 Each national member federation is obliged to have a licensing system for its coaches.
- H.6.1.2 Each national member federation is obliged to have an accreditation system in place which grades its coaches according to national standards prescribed by the national member federations.
- H.6.1.3 The national member federation shall inform FIBA of the names of Coaches who have been graded at the highest level, and shall inform FIBA of any changes to the list at the end of each year.

H.6.2 Qualifying as FIBA Approved Coaches

- H.6.2.1 Coaches in possession of the highest grading as determined by their national member federation are entitled to the designation "FIBA Approved Coach".
- H.6.2.2 To achieve designation of FIBA Approved Coach, a coach must first be included in the list of coaches holding the highest grading by his national member federation.
- H.6.2.3 A Coach may be included only in the national list of the country of which he is a legal citizen. This does not affect his ability to perform the duties of a Coach in another country according to the applicable regulations of that country.
- H.6.2.4 Each national member federation may have an unlimited number of FIBA Approved Coaches.
- H.6.2.5 Once approved, the title of FIBA Approved Coach is valid as long as the coach remains on the list submitted to FIBA in terms of H.6.2.2, unless FIBA adopts additional requirements, which would require the renewed qualification of the FIBA Approved Coach.
- H.6.2.6 A coach must be designated FIBA Approved Coach in order to be a Head Coach of a national team competing in the Main Official Competitions of FIBA.
- H.6.2.7 Once a coach has been issued a FIBA Approved Coach Licence, he becomes automatically a member of the World Association of Basketball Coaches (WABC).



H.6.3 Process Arrangements

H.6.3.1 Those persons designated FIBA Approved Coach shall submit to FIBA personal information in an Individual Coach's Information Form, one passport-sized colour photograph, and a photocopy of passport showing family name, first name, date of birth, and legal nationality.

H.6.3.2 An administrative fee as stipulated in 0.3 is to be forwarded to FIBA with the Individual Coach's Information Form.

H.6.3.3 Once the documentation required according to H.6.3.1 and H.6.3.2 has been received, FIBA shall issue a FIBA Approved Coach licence to the person involved.

H.6.4 Effective date of these Regulations

H.6.2.6 will not be fully applicable before 1 January 2007.