APPENDIX 2 - STANDARD CONTRACT - PLAYERS' AGENT AND PLAYER

Contract between

Player Agent's Full Name: _____

Company Name (if applicable): _____

Full Address: _____

_____

_____

- hereinafter "the Agent" -

and

- Player's Full Name: _____

  Full Address: _____

  _____

  _____

- hereinafter "the Player" –

or

- Club's Full Name: _____

  Full Address: _____

  _____

  _____

- hereinafter "the Club" –

Preamble

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

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.

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.
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 BAT].

APPENDIX 3 - SUGGESTED MAIN POINTS TO BE COVERED IN A CONTRACT BETWEEN A CLUB AND A 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
General Statutes and Internal 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. articles **3**-76 to **3**-92 of the FIBA Internal Regulations)

5. Term
Duration
Start date (under conditions? i.e. letter of clearance etc.)
Early termination only for important reasons, (e.g. for the club in case of doping violation, for player in case of non-payment)
Extension of the contract (option rights)

6. Image Rights and Promotional activities
Agreement by player to allow the taking of pictures for media etc.
Participating in promotional activities of the team

7. Agent's Commission
Which amount? Based on net salary? Including or not including bonuses and fringe benefits?
Who pays?
Agent's Commission in case of extension or renewal of the Contract?

8. Applicable Law
Arbitration
Basketball Arbitral Tribunal (BAT)
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.)