

# REGULATIONS FOR EXERCISING THE ROLE OF AGENT FOR BASKETBALL ATHLETES

The official text of the Agent Regulations is published in Italian. In case of disparity between the Italian and English versions, the Italian version will prevail.

# **REGULATIONS FOR EXERCISING THE ROLE OF AGENT FOR BASKETBALL ATHLETES**

## **Definitions**

These Regulations apply to “agents for basketball athletes” (hereinafter referred to as “Agents”) who operate in the context of all the senior championships amateurs organized by the Italian Basketball Federation (hereinafter referred to as “FIP”) and who deal with “Italian and foreign athletes” (hereinafter referred to as “Athletes”) and teams (hereinafter referred to as “Teams”) affiliated with FIP, pertaining to the stipulation of contracts or to economic agreements.

These Regulations constitute an addition and an integration to all Federal Regulations that are and remain the applicable rules to all the subjects operating within the context of FIP. Furthermore, these Regulations integrate the “Internal FIBA Regulations”. Reference should be made to the FIP and FIBA Regulations should any subjects not be covered herein.

FIP has established:

the Register for Agents for Basketball Athletes (hereinafter referred to as the “Register”) the Executive Agents Commission (hereinafter referred to as the “Commission”).

Only Agents registered with FIP, FIBA and in the Agent register FIP/CONI are authorized to identify themselves as “Authorized FIP Agent”. Registered Agents are obliged to observe the Statute and the Regulations of the Italian Basketball Federation and Federal rulings and decisions.

An “Agent for Basketball Athletes” may also represent members registered as “Coaches” (hereinafter referred to as “Coaches”).

Pursuant to these Regulations, the role, the rules, the obligations, the prohibitions and the penalties relating to a Coach are the same as those applied to an Athlete.

## I. General provisions

### Art. 1

1. Athletes and Teams may avail themselves of the professional services of an Agent provided said Agent has the appropriate license issued by FIP and/or by FIBA.
2. An Agent is any physical person who, for compensation and having received a specific mandate or written appointment, in compliance with the provisions of these Regulations and the FIP Regulations, as well as the “Internal FIBA Regulations”, represents an Athlete in consideration of the stipulation of a contract or agreement for sports activities with a Team.
3. The Agent manages the interests of an Athlete, providing consultation services in favor of said Athlete during the negotiations aimed at the stipulation of the contract or agreement and providing assistance in defining the duration, compensation and any other agreements contained in said contract or agreement for sports activities.
4. The Agent assists the Athlete during the entire period indicated in the mandate and handles negotiations for any renewals. An Agent may provide assistance for a Team, and in this case the activity is considered as a service.

### Art. 2

1. The Agent who has received the mandate or the appointment is the sole physical person recognized by FIP to promote and safeguard the interests of the Agent’s client. The Agent may avail him/herself of employees and/or collaborators who perform solely administrative tasks.
2. An Agent may perform his/her activities in partnership in compliance with current laws provided that the legal representative is a registered Agent. A copy of the act of constitution, of the by-laws, of any amendments thereto and of the list of directors and partners must be sent to the Commission within 20 calendar days subsequent to the date of constitution and of any amendment thereto. Failure to comply with this rule will result in the lack of recognition of any operation performed.

### Art. 3

1. An Athlete may be assisted by his/her parents, siblings or spouse; said situation must be specifically indicated in the contract or agreement for sports activities stipulated with the Team.

## II. Requisites and conditions for enrollment in the Register

### Art. 4

1. Any Italian citizen, as well as any foreigner, who intends to take the examination to enroll in the Register (see Attachment "B") must send the relevant application to the Commission; said application must comply with the conditions and terms of the exam as established by the Commission.  
In addition, the applicant must indicate:
  - a) that he/she has a high school (or equivalent) diploma;
  - b) that he/she enjoys civil rights and has not been declared interdicted, disqualified or bankrupt;
  - c) that he/she has not been condemned for intentional offences;
  - d) that he/she has not been condemned for a period exceeding one year for any sports offence (whether CONI, CIO, FIP or FIBA) for more than one year, in the sports field in the last five years;
  - e) that he/she has not been fined for any unlawful sporting activity nor is currently undergoing any proceedings in this respect; nor that he/she has been subject to a sports preclusion by any level or category of FIP or FIBA;The receipt indicating payment of the exam contribution, established each year by the Federal Board, must be attached to the application form.
2. Any applicant who does not have the requisites established herein and by the exam requirements will not be able to take the exam to become a licensed agent.
3. Should any applicant be excluded from taking the exam, said applicant may appeal to the **Federal Tribunal**. Should the appeal be rejected, the applicant in question may not submit another application prior to one year from the date of the ruling.

### Art. 5

1. Registration and continuance in the Register are not compatible with any **registration** within the context of FIP, FIBA, Area FIBA, groups, or activities organized and managed by FIP, FIBA, Area FIBA, save the provisions of these Regulations, or of any associations, teams or organizations linked to same; furthermore, under no circumstances may any shares, whether or not minority, directly or indirectly, be held in any share capital companies affiliated with FIP. The Commission, after establishing the incompatibility, grants a period not exceeding 30 days to eliminate it, failing which the Commission can ask the Federal Tribunal to cancel the Agent from the Register.
2. In the case of a first enrollment, the cessation of incompatibility shall be demonstrated with documents by the date of the enrollment request. In the case of Athletes, the incompatibility shall cease at the end of the season for which the athlete was enrolled.
3. Before the incompatibility occurs, the Agent may request the temporary suspension from the Register by communicating to the Commission in writing the

reasons for this decision and, under penalty of rejection of the request for suspension, the name of the Agent / Agents to whom their athletes will be entrusted. The Agent is obliged to pay the annual registration fee, under penalty of permanent exclusion from the Register. After the reason of incompatibility ceases, and provided that the Agent has paid the annual fee, the Agent may request in writing that the Commission revoke the suspension.

#### **Art. 6**

1. Abrogated.
2. Upon enrolling in the Register, the Agent must pay the amount determined annually by the federal board, as the first registration contribution.
3. Any applicant, although having passed the exam, has not requested enrollment within twelve months from the date of the FIP's official statement containing the results, will lose his/her rights to registration. Should the above occur, the applicant may submit a new application to take the exam.

#### **Art. 7**

1. In order to enroll in the Register, any applicant who has passed the exam must also underwrite the "Code of Professional Conduct" (see Attachment "A").
2. An Agent who does not comply with the "Code of Professional Conduct" will be subject to the penalties established in Art. 14 herein.
3. In order to remain in the Register, the Agent must pay the annual fee established by FIP, or be subject to suspension from said Register.
4. At the end of sport year in which the suspension was ordered, in case of continuing non-fulfillment, the Commission may request the cancellation from the Register.

### **III. Appointment conditions**

#### **Art. 8**

1. A FIP or a FIBA Agent may represent the interests of an Athlete only after having received a specific written mandate from said Athlete.
- 1 bis. Agents who have obtained a FIP license must necessarily notify the Commission secretariat within 20 days about new contracts, and the termination of the effects of any ongoing contracts, following expiration (Art. 8.2) or termination (Art. 9). The notification shall be made by filling a form drafted by the Commission itself. Agents shall also submit twice a year, no later than April 30<sup>th</sup> and October 30<sup>th</sup> a self certification with the updated list of athletes they represent by filling in the appropriate form made available by the Commission. FIP will publish the list of Agents on its web site.
- 1 ter. Should an Agent fail to submit the self certification and/or notify the Commission of the constitution or termination of a relationship (Art. 8.2) within the time indicated in the preceding paragraph, said Agent will not be entitled to appeal to the FIP judiciary organisms to safeguard any of his/her interests that may have

- been infringed or to resort to the procedures provided and governed by the FIP Organic Regulations in Chapter VIII, Title II "The Commission for Arbitration and the Arbitration".
2. The individual mandate or assignment must explicitly indicate the agreed duration which, in any case, cannot last longer than 2 years, under penalty of its reduction by law within said term. The mandate contract cannot be tacitly renewed.
  - 2 bis. The mandate contract can be conferred:
    - a) by one or more parties (so-called multiple mandate);
    - b) exclusively or without an exclusivity agreement.
  - 2 ter. The mandate contract must indicate the number of parties in whose interest the Attorney acts and, in the case of multiple parties, the written consent of all.
  3. Repealed.
  4. Repealed.
  5. The remuneration of the Attorney is freely agreed between the parties. The amount of compensation due is generally calculated based on the Athlete's annual gross compensation that the Agent has negotiated with the Company. Where the compensation of the Agent has not been explicitly determined between the parties, it is intended to be determined in the amount of 5% of the Athlete's gross annual compensation.
  - 5 bis. The fee due to the Attorney must be paid by the person or persons who granted the mandate. In the case of multiple mandates, this fee can be divided between the principals at 50% or according to what is agreed between them. In the absence of an agreement, the fee is considered to be paid in equal parts by the subjects who granted the mandate. In any case, after the conclusion of his contract with the recipient of the sporting performance, the patient can provide his written consent authorizing this subject to pay directly to the Agent on his behalf according to the methods and terms established in the contract.
  6. If the sporting performance contract or agreement has a longer duration than that of the assignment conferred, the Prosecutor has the right to the remuneration accrued and accruing even after the expiry of the contract or agreement itself. The Agent's claim is valid until the expiry of the Athlete's sports performance contract or agreement.
  7. The mandate or assignment or declaration is drawn up in duplicate, duly signed by the parties, each party retaining a copy.
  8. Repealed.

## Art. 9

1. The parties may mutually decide to terminate the mandate at any time, simply by underwriting a statement signed by both parties, in which all relationships in effect between the parties must be settled.
2. The Athlete is entitled to revoke the Agent's mandate, to be formalized by means of a registered letter, return receipt requested, or by any other equivalent means, in the following cases:
  - a. Within the time provided by the agreement between the athlete and the agent;
  - b. Beyond the time provided by the agreement between the athlete and the agent.

In the case referred to in paragraph a), the Athlete is obliged to correspond the fee agreed upon in the contract or agreement until the expiration of said contract according to the terms and conditions previously agreed upon.

3. In the case referred to in paragraph b) the Agent who has been revoked is also entitled, should he/she so request, to an indemnity equal to 3% of the gross of the last contract signed before the revocation out of terms. However, if the Athlete is not Italian, the parties may submit their dispute to the FIBA Arbitral Tribunal.
4. An Agent may withdraw from the mandate granted by the Athlete subject to 30 days prior notice, with a registered letter, return receipt requested or any other equivalent means. The Athlete is entitled, upon his/her specific request, to an indemnity for any damages that may be incurred and which, should a controversy arise, will be determined as provided by the articles 58 and following of the Organic Regulation. However, if the Athlete is not Italian, the parties may submit their dispute to the FIBA Arbitral Tribunal.

## **IV. Agent Duties**

### **Art. 10**

1. The Agent is obliged to abide by the By-Laws and the FIP and FIBA Regulations, performing his/her services according to the principles of honesty, loyalty, good faith and professional diligence.
2. The Agent must ensure that the sole purpose of any negotiation is the interests of the single Athlete represented and that any contract or agreement for sports activities entered into complies with FIP and FIBA rules, as well as Italian law, in particular any regulations that govern health and welfare.
3. Abrogated.
4. The Agent is required to attend annual refresher courses organized by the Commission, who can avail itself of the collaboration of associations representing companies, coaches, players and agents recognized by the FIP. The Agent who will not participate in these courses for two consecutive years will be cancelled from the Register.

## **V. Athlete Duties**

### **Art. 11**

1. The Athlete who intends to be represented by an Agent must only contact a subject enrolled in the Registers instituted by either FIP or FIBA.
2. Abrogated.
3. Abrogated.

## **VI. Team Duties**

### **Art. 12**

1. Any Team that intends to enter into a contract for sports activities with an Athlete must negotiate solely and personally with the Athlete or with his/her Agent, enrolled in the FIP Register or with a FIBA license, with the sole exception of the provisions of Art. 3.1.
2. Abrogated.

## **VII. Prohibitions**

### **Art. 13**

1. An Agent may not conduct any activity regulated by a contract and in any case compensated in favor of or in the interests of athletes belonging to Italian and foreign youth groups and who are under 18 years of age.
2. An Agent may not enter into a relationship with an athlete who has a contractual relationship with another agent in order to induce him to terminate the contract early or to violate the obligations set forth therein.
3. During negotiations with a Team an Agent may not promote his/her personal or other interests rather than those of the Athlete represented.
4. Abrogated.
5. Athletes may not appoint Agents who are not enrolled in the FIP or FIBA Registers and be assisted by an Agent who has not previously been duly appointed.
6. Teams may not appoint Agents who are not enrolled in the FIP or FIBA Registers; Teams may not make payments or transactions to another Team or to FIP through a registered Agent.

## **VIII. Penalties**

### **Art. 14**

1. Any Agent who infringes his/her obligations or abuses the rights established in these Regulations and those contained in the "Internal FIBA Regulations", according to the seriousness, taking into consideration any recidivism (under

article 22 of the Disciplinary Regulations) will be subject to the following penalties:

- a) warning or censure or disapproval;
- b) fines between 5,000.00 and 10,000.00 Euros;
- c) suspension from the Register;
- d) cancellation from the Register.

The penalties may also be cumulative.

- 2. Abrogated.
- 2. bis Any Agent who incurs a disciplinary measure that foresees the payment of a fine is obliged to pay said fine within 30 days from the communication of said fine. Should the Agent fail to comply and at the expiration of said period, the Agent will automatically be suspended from the Register. An Agent may be re-enrolled in the Register only after having settled the fine in full.
- 3. An Agent will be cancelled from the Register should the conditions required and stated for enrollment cease to exist and should the existence of any incompatibility arise.

## **Art. 15**

Abrogated

## **Art. 16**

- 1. Any Athlete who does not abide by these Regulations and by those contained in the "Internal FIBA Regulations" will be subject to the following penalties:
  - a) warning;
  - b) fine commensurate with the seriousness of the fact, from a minimum of 1,000.00 (one thousand/00) Euros to a maximum of 15,000.00 (fifteen thousand/00) Euros;
  - c) disciplinary suspension from sports activities up to 12 months.

## **Art. 17**

- 1. Any Team that does not abide by these Regulations and by those contained in the "Internal FIBA Regulations" will be subject to the following penalties:
    - a) fine commensurate with the seriousness of the fact, from a minimum of 5,000.00 (five thousand/00) Euros to a maximum of 15,000.00 (fifteen thousand/00) Euros;
    - b) prohibition to enroll Athletes for a minimum period of one month to a maximum period of 6 months;
    - c) abrogated.
- Any transaction conducted by the Team that infringes the provisions of Article 13.6 of these Regulations will be not be considered valid by FIP and will be subject to penalties pursuant to this Article.

## **Art. 18**

1. Regulations and federal and statutory rules and the “Internal FIBA Regulations” remain valid and the Agents, Athletes and Teams must comply with same, subject to penalties contemplated that concur with those mentioned in these Regulations.

# **IX. The Commission**

## **Art. 19**

1. The Commission is composed of a President and four members.
2. The Federal Board designates the President and, after hearing the stakeholders, the other four members.
3. The Commission, at its first meeting, elects from among the members, a Vice President. The Commission may avail itself of the collaboration of experts in legal and tax matters, chosen by the President of the Commission, who may participate in meetings but without the right to vote.
4. Commission meetings will be duly constituted with the presence of at least 3 members, of whom one must be the President or a Vice-President. In case of a tie in voting, the vote of the member chairing the meeting will prevail.
5. The Commission resolves the enrollment in the Register of eligible candidates, once said candidates have fulfilled the conditions established by the FIP Regulations and by the “FIBA Players Agents Regulations”.
6. The Commission has the function of an examining body to judge the eligibility of Agents and publishes the notice of the examination pursuant to the provisions of Article 4.
7. The Commission may request that the Federal Tribunal temporarily suspends the Agent should serious and urgent reasons arise; the Commission may also request the cancellation from the register due to the lack of the necessary requirements for enrollment and/or permanence, or the onset of incompatibility detected. The temporary suspension measure and/ or the cancellation from the register may also be requested with respect to those who have been subject to criminal proceedings for intentional offences.
8. The President and the members of the Commission remain in office for four years until the end of the four-year Olympic period.
9. The Commission has its seat in Rome at the FIP headquarters.

## **X. Final Provisions**

### **Art. 20**

1. Any controversies that may arise will be settled as provided for by Articles 58 and subsequent articles of the Organic Regulation. However, if the Athlete is not Italian, the parties may submit their dispute to the FIBA Arbitral Tribunal.
2. Abrogated
3. In mandate or appointment acts the parties must specifically approve and underwrite, pursuant to the provisions of Article 1341.2 Italian Civil Code, the FIP arbitration clause and must irrevocably undertake to accept the decisions issued by the Board as well as any other decision adopted with respect to them by the FIP Disciplinary Organism. However, if the Athlete is not Italian, the parties may agree in their contract or at a later stage to submit their dispute to the FIBA Arbitral Tribunal.
4. An appeal to ordinary judiciary authorities, without previously requesting authorization from FIP, will be considered a particularly serious infringement and entails for the Agent, the Athlete and for the Team the penalties set forth in the Disciplinary Regulations.

### **Art. 21**

Abrogated

## **Annex “A” - Code of Professional Conduct of Agents for Basketball Athletes**

I. The Agent shall do his work conscientiously and act in his business in a manner worthy of respect and suited to his profession.

II. The Agent shall abide by federal regulations, the Statute and FIP and FIBA Regulations.

III. The Agent shall adhere to truth, clarity and objectivity in dealing with his client and in negotiations with Teams and any other parties.

IV. The Agent shall protect the interests of his/her client, impartially and in accordance with Law and sporting regulations, building business relationships marked by clarity and legality.

V. During negotiations with partners and any other stakeholders, the Agent should not fail to respect their rights. In particular, he/she shall respect the contractual relations of colleagues and shall refrain from any action intended to encourage athletes to revoke the mandates given to fellow Agents, even if it is not designed to establish new professional relationships.

VI. The Agent shall keep records required by law, and comply with tax rules.  
At the request of federal authorities conducting an investigation, the Agent must be able to produce records and other documentation directly relevant to the case.  
At the request of his client, the Agent shall, without delay, document costs and expenses, and provide the appropriate tax documentation.  
The Agent gives its consent to the processing of personal data under the Italian Privacy Law no. 675 dated 31 December 1996.

Place and date .....

The Agent

.....

On behalf of FIP

.....

## **Annex “B” - Examination procedure to become "Agents for Basketball Athletes"**

### **I.**

1. The examination will be in the form of test.
2. The examination will be considered passed if the candidate has achieved the pass mark established by the Commission.
3. The subjects of the examination will be the following:
  - a) **Statute FIP**  
art. 3  
art. 4  
art. 5

#### **Organic Regulation FIP**

Title VII - Chapter I and V

Title X - Chapter I and II

#### **Executive Regulation FIP**

#### **Executive Regulation Competitions FIP**

Title III - art. 49 to art. 52

Title IV - art. 73 to art. 76

#### **Professional Executive Regulation FIP**

Title I - art. 1 to art.19

#### **Players' Agents Regulation FIP**

#### **b) FIBA Internal Regulations**

Discipline of players and agents FIBA Eligibility, Status and Transfer of Players.

#### **c) collective bargain agreement of professional players of Serie A**

#### **d) collective bargain agreement of professional coaches of Serie A**

#### **e) L. 23.03.1981 no. 91 (professional rules), DPR 22/12/1986 no. 917. art. 67.1 letter m) and art. 69. 2 (fees and pay back in amateur)**

4. Each candidate must have good knowledge of civil code, contractual law and tax rules governing the sport of professional and amateur players and coaches.
5. Each candidate must have a reasonable knowledge of the following tax rules:
  - a) Testo Unico Imposte Dirette 22/12/1986 no 917, Art. 49 to 52; Art. 53 and 54, Art. 55 to 57.

- b) Imposta sul Valore Aggiunto 10/26/1972 no 633, Art. no 1 to no 7 and no 21 to no 28.
- 6. Each exam will consist of at least 20 questions (multiple choice or open) selected by the Commission.
- 7. The Commission will inform applicants on the minimum score to be achieved before they sit the examination.
- 8. The Commission will immediately notify the outcome to the candidate.

**Annex “C”- Template of the form referred to in article 8 of the regulations for exercising the role of agent for professional athletes**

Agent: (surname, name, place and date of birth, residence and social security number)

Athlete/Coach: (surname, name, place and date of birth, residence and social security number)

Or

Team: (name, FIP code)

(Declaration of mandate)

The undersigned (agent and athlete / coach / team) declare that they have signed a mandate to enable and empower the *first* to represent - to assist the *latter* in accordance with the applicable FIP federal regulations. And FIBA rules  
They state that they will make available, upon request of the Commission, all documents concerning that contract.

Duration of the relationship: from 00.00.0000 until 00.00.

Notes: .....

They give their consent to the processing of personal data under the Italian Privacy Law no. 675 dated 31 December 1996 and subsequent amendments.

The Agent

Athlete/Coach/Team

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