



L2 FIBA Arbitral Tribunal (FAT)

L2.1 General Principles

- L2.1.1 FIBA establishes an independent FIBA Arbitral Tribunal (FAT) for the simple, quick and inexpensive resolution of disputes arising within the world of basketball in which FIBA, its Zones, or their respective divisions are not directly involved and with respect to which the parties to the dispute have agreed in writing to submit the same to the FAT.
- L2.1.2 FAT awards can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland.
- L2.1.3 The FAT is primarily designed to resolve disputes between clubs, players and agents.
- L2.1.4 It is recommended that parties wishing to refer their possible disputes to the FAT use the following arbitration clause in their contracts:

"Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved in accordance with the FAT Arbitration Rules by a single arbitrator appointed by the FAT President.

The seat of the arbitration shall be Geneva, Switzerland.

The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties' domicile.

The language of the arbitration shall be English.

Awards of the FAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. The parties expressly waive recourse to the Swiss Federal Tribunal against awards of the FAT and against decisions of the Court of Arbitration for Sport (CAS) upon appeal, as provided in Article 192 of the Swiss Act on Private International Law.

The arbitrator and CAS upon appeal shall decide the dispute ex aequo et bono."



L2.2 The FAT Arbitration Rules

Arbitration proceedings before FAT will be conducted in accordance with the FAT Arbitration Rules which are available from the FIBA Secretariat on request and which are available also on the FIBA website.

Any proposed changes to the FAT Arbitration Rules shall be prepared by the FIBA Legal Commission and shall be submitted to the FIBA Central Board for approval.

The proceedings are governed by the version of the FAT Arbitration Rules in force at the time of the filing of a request for arbitration.

L2.3 Seat of the FAT

The FAT has its seat in Geneva, Switzerland.

L2.4 Financing

The financing of the FAT is guaranteed by FIBA, it being understood that the FAT is designed to be self-financing.

L2.5 The FAT President / the FAT Vice President

The FAT President and the FAT Vice President shall be appointed by the FIBA Central Board for a renewable term of 4 years between the ordinary sessions of the FIBA Congress. They shall have legal training.

The FAT Vice President shall substitute for the FAT President in case of the latter's inability to exercise the functions assigned to him under the FAT Arbitration Rules, including instances where the FAT President is prevented from exercising his functions due to a conflict of interest.

L2.6 The Duties of the FAT President

The FAT President shall have the following duties:

- a) To ensure the proper functioning of the FAT, inter alia, by establishing administrative guidelines for the tribunal.
- b) To establish a list of at least three (3) FAT arbitrators for a renewable term of four (4) years between the ordinary



sessions of the FIBA Congress. The FAT arbitrators shall have legal training and shall have experience with regard to sport.

- c) To appoint, on a rotational basis, a FAT arbitrator to the individual arbitration proceedings before the FAT.
- d) To establish a system of remuneration for the FAT arbitrators.
- e) To exercise those functions assigned to him under the FAT Arbitration Rules.

L2.7 Honouring of FAT Awards

L2.7.1 In the event that a party to a FAT Arbitration fails to honour a final award or any provisional or conservatory measures (the "first party") of FAT or of the Court of Arbitration for Sport upon appeal against a FAT award, the party seeking enforcement of such award (the "second party") shall have the right to request that FIBA sanction the first party. The following sanctions can be imposed by FIBA:

- a) a monetary fine of up to EUR 100,000; this fine can be applied more than once; and/or
- b) withdrawal of FIBA-license if the first party is a player's agent; and/or
- c) a ban on international transfers if the first party is a player; and/or
- d) a ban on registration of new players and/or a ban on participation in international club competition if the second party is a club.

The above sanctions can be applied more than once

L2.7.2 The second party shall send to FIBA with his request a complete file of the FAT/CAS proceedings. The decision on the sanction is taken by the Secretary General or his delegate. Before taking his decision he shall give the first party an opportunity to state his position.

L2.7.3 The decision to sanction the first party shall be subject to appeal to the FIBA Appeals Tribunal according to the Internal Regulations governing Appeals.