**AGREEMENT**

*Concluded on \_\_.\_\_.20\_\_, between the following parties:*

1. **KB\_\_\_\_\_\_\_\_\_\_\_,** a basketball club located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with Registration no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and hereby legally represented by the General Manager/Director \_\_\_\_\_\_\_\_\_\_\_\_\_, named hereinafter ”**Club**”;

**and**

1. **\_\_\_\_\_\_\_\_\_\_\_**, born on \_\_.\_\_.\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_, with \_\_\_\_\_ passport no. \_\_\_\_\_\_\_\_\_\_\_\_, named hereinafter “**Player**”, represented by **\_\_\_\_\_\_\_\_\_\_\_\_**, FIBA certified agent, having FIBA license no. \_\_\_\_\_\_\_\_\_\_\_, named hereinafter “**Agent**”.

*The parties agree as follows:*

**ARTICLE 1 – PRELIMINARY ASPECTS**

**1.1.** This Agreement regulates the relationship between the contracting parties with regard to the term of this agreement, the rights and obligations of the Club and the Player, as well as other important issues related to this agreement.

**1.2.** The parties agree that the Player will be engaged as a professional basketball player at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Basketball Club, during the 20\_\_/\_\_ basketball season.

**ARTICLE 2 – TERM OF AGREEMENT**

**2.1.** The duration of this contract is \_\_\_\_ months, respectively from \_\_.\_\_.\_\_\_\_ to \_\_.\_\_.\_\_\_\_. After this date, Player will receive a daily salary for every additional day until the last match played within any competition in which the Club participates in.

**2.2.** The Club has the right to prematurely terminate this Contract in case of violation of Anti-Doping Rules.

**2.3.** In the event that payments are not made by Club within \_\_\_\_\_\_\_ days of the scheduled payment date, Player shall have the right to terminate this Agreement and shall immediately be entitled to the full salary for the period he provided his/her services, having no further obligations to the Club.

**2.4.** Upon the conclusion of the term, Club shall immediately consent to the issuing of FIBA Player’s Letter of Clearance.

**ARTICLE 3 – GUARANTEED AGREEMENT**

**3.1.** The Club agrees that this agreement is a fully guaranteed, no-cut agreement, which means that neither the Club nor any assignee thereof can terminate this Agreement regardless of the injury status of the Player or the Player’s performance and level of achievements.

**3.2.** The parties have the right to terminate this agreement only be exercising the termination clauses, as stipulated in this agreement.

*(only applicable if the parties agree so)*

**ARTICLE 4 – REFERENCE TO BASIC REGULATIONS**

The Player acknowledges and must respect the rules and regulations of the Club, and the rules and regulations of the Kosovo Basketball Federation, including the Anti-Doping regulations. Violation of the mentioned rules may result in the termination of the contract. In addition, the Club reserves the right to apply appropriate financial sanctions in accordance with the Club's regulations.

**ARTICLE 5 – PLAYER OBLIGATIONS**

**5.1.** By signing this Agreement, the Player agrees to the following:

1. Abide the Statute and internal rules/regulations of the Club, as well as the normative acts of FBK, FIBA, KOK and KON. The internal regulations of the Club will be presented in English to the player in the form of an annex to this contract, within \_\_\_\_\_\_ days after signing the contract. The internal rules (and any subsequent modification thereof) will produce effects only after being signed by the Player and Agent.
2. Attend all practices, team meetings, matches (exhibitions) and official games in which the Club is officially represented, unless illness or injury prevents his/her appearance.
3. Upon prior notification and consent, Player has the obligation to be available for the official needs of the club, including the Club’s or its sponsor’s promotional activities, events for sponsors, friendly matches, and other organizations where the club is officially represented. The player agrees to give his/her image for the promotion of the Club.
4. Player undertakes to use only the services of a FIBA-licensed Agent in the context of signing the Contract.
5. Provide Club with prompt notice of any injury or illness.
6. Provide best services and show loyalty to the Club.
7. Fulfil all obligations in accordance with the Club's program during the term of this Agreement.
8. Abide the Club's Disciplinary Regulations and use all his/her physical and mental capacity to achieve peak results with the Club.
9. Protect the interest and prestige of the Club and the sport of basketball, both during matches/trainings and during free time.
10. Refrain from any public appearances (radio, newspaper or television) without written consent from the Club.

**5.2.** The Player's obligations to the Club shall cease after the completion of the Club's last official game of the 20\_\_/20\_\_ basketball season.

**ARTICLE 6 – CLUB OBLIGATIONS**

**6.1.** Club is obliged to arrange all the necessary conditions for the Player to pursue his/her basketball related activities, including the provision of dates for training and matches, adequate transportation, sports equipment (except basketball shoes), food and accommodation on the day of the match.

**6.2.** The Club pays the licensing, transfer payments and other obligations to the Kosovo Basketball Federation, to enable the player to appear in official matches.

**6.3.** The Club ensures the Player's right to annual holidays according to prior agreement between the parties.

**6.4.** In compliance with the FIBA Internal Regulations, Volume 3, articles 33-49, the Club is obliged to release the Player for obligations with the respective national team.

**6.5.** In addition to the compensation mentioned in Article 7 of this Contract, the Club agrees to provide to Player the following:

1. *Accommodation* – A domicile of excellent quality and standard, fully furnished, including: TV, washing machine, dryer, dish washer, internet connection, etc. All expenses (water, electricity, heating) will be paid by the Club with the exception of phone bills. The apartment must be returned in good condition. Any additional costs resulting from abnormal degradation or other clean-up costs will be charged to the Player, within the limits of the rental obligations paid by the Club.
2. *Fitness* – The Player has at his/her disposal a fitness club, and the relevant sports medicine and physical therapy services, contracted by Club or providing services to the Player based on a special agreement with Club.
3. *Medical/dental expenses* – Club agrees to provide and pay all medical, hospital, surgical and dental (only if incurred during practice or games) expenses performed in Kosovo, incurred by the Player for any reason whatsoever during the term of this Agreement. If the player is injured at any time during the performance of this Agreement and is unable to play, all payments are still due and payable.
4. *Meals* – The player will receive \_ meals per at Club’s expense, maximum per day cost of \_\_EUR.
5. *Flights* – Club shall provide Player with round trip trips from and to his/her current location. *(if applicable)*
6. *Visa and other documents* – Club shall provide at their expense or arrange for the Player to receive all necessary visas necessary to reside and play basketball in Kosovo for the whole season, including any FIBA/FBK transfers, work permit, and all other documents necessary for the Player to legally be employed by the Club.

**ARTICLE 7 – BASE SALARY AND BONUSES**

**7.1.** The schedule of payments for the 20\_\_/20\_\_ season will be made according to the schedule described below and payments will be made no later than \_\_\_\_\_\_ days after the date specified in the schedule. The last payment will be made no later than \_\_\_\_\_\_ days after the end of the last official match of the club.

**7.2.** The total net value of the Player's base salary is \_\_\_\_\_\_\_\_(\_\_\_\_\_EUR/US Dollars).

|  |  |
| --- | --- |
| **Payment Date** | **Net amount**  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

*(insert or delete rows as needed)*

**7.3.** In the event of a prolonged season after \_\_.\_\_.20\_\_, the player will receive daily payment of Net \_\_\_EUR/USD, until the Club’s last official game.

**7.4.** In case any of the payments is delayed more than \_\_\_\_\_\_\_\_\_\_\_\_ days from the payment date specified in the plan above, Player shall not have to perform in any practice sessions, games or other Club activity until such payments have been received by Player. This possible non-performance of Player’s obligations will not be considered a breach of this Agreement, and after \_\_ days of no payment, Player is entitled to send a written notice to the Club with the intent to terminate the Agreement. In the event that the Club does make the payments within \_\_ days after the notice, Player has the right to terminate this Agreement and all financial obligations up to the date of termination due to Player and Agent shall become immediately due and payable.

**7.5.** The following bonuses shall be paid to Player:

|  |  |
| --- | --- |
| **Bonus type** | **Net amount** |
| *Club winning the Kosovo Championship/League* |  |
| *Club winning the Final 8 Kosovo Cup* |  |
| *Club winning the Kosovo Cup* |  |
| *Club qualifying for the Champions League group stage* |  |
| ... |  |
| ... |  |

*(insert or delete rows as needed)*

Bonuses are cumulative. They are paid net and added to the salary for the corresponding month.

If the Club sees fit, the Player may accept bonuses for individual matches. The amount and method of payment is determined by a separate written agreement by the parties.

**7.6.** All the above-mentioned payments shall be net of Kosovan income taxes and Club shall pay all needed taxes. Tax receipts of tax deposits shall be provided to the Player at the end of the fiscal year.

**ARTICLE 8 – MEDICAL EXAMINATION**

**8.1.** Player agrees that he shall pass a standard physical, medical and doping control examination for basketball players upon arrival in Kosovo, and the Club’s obligations under this Agreement shall be contingent upon the Player passing such examination.

**8.2.** In addition, the club must arrange at least one (1) medical examination for the player by the relevant sports medicine specialist during the season. In case of ascertaining the state of health or injuries affecting the performance of the player, the situation is regulated based on the internal regulation of the club.

**ARTICLE 9 – IMAGE RIGHTS AND PROMOTIONAL ACTIVITIES**

**9.1.** The parties agree that the Image Rights of the Player in connection with Sponsorship shall be regulated as follows:

1. Player gives full and irrevocable rights to the Club to use the Image of the Player in the official uniform of the Club (including sports jerseys, jackets, or any part of the clothing with Club logo), only for sponsorships within the territory of the Republic of Kosovo,.
2. Player understands that this Article does not entitle him/her to payment for these Image Rights.
3. In cases where the Player's Image is associated with a sponsor outside the territory of the Republic of Kosovo, the Player may use one of the sports outfits, after the approval of the Club.
4. Player agrees to allow the taking of pictures for social media content purposes.

**ARTICLE 10 – AGENT’S COMMISSION**

**10.1.** As compensation for the service provided in mediating the signing of this contract between the Player and the Club, the Agent is entitled to a commission in the amount of \_\_\_\_\_EUR. The Club undertakes to pay the agent's commission in full no later than \_\_.\_\_.20\_\_ (*the Club and the Agent may agree that the payment should be made according to a certain scheme*).

**10.2.** The club understands that this provision represents a guaranteed sum which belongs to the agent after the signing of the agreement. Any circumstances that arise in the meantime, such as: player injury, illness, poor performance or premature termination of the agreement, etc., do not affect the nature of the provision, which is irrevocably determined in favour of the Agent and cannot cancelled, modified, revoked or changed without the written consent of the Agent.

**ARTICLE 11 – DISPUTE RESOLUTION AND APPLICABLE LAW**

Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT 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, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.

**ARTICLE 12 – ENTIRE AGREEMENT**

**12.1.** This Agreement includes all the rules that the contracting parties agree to adhere to during the duration of the contract. A copy of the club's internal rules of conduct, which includes rules of conduct with club officials, coaches, referees, fans and the media, will be presented to the player and, after being signed by him, will be annexed to this contract.

**12.2.** No other oral or other form of contract has legal value, unless the agreement of the two parties is expressed in a written document.

**12.3.** If one of the aforementioned articles is considered invalid, becomes inapplicable or unenforceable, this shall not have any effect or diminish the validity on any other provision of this Agreement.

**12.4.** Any change in the provisions of this agreement must be made in writing and signed by all Parties, in the manner set forth in this agreement.

**ARTICLE 13 – FINAL PROVISIONS**

**13.1.** This Agreement is confidential and may be distributed to third parties only by prior mutual consent of the parties. According to this provision, any person other than the contracting parties; FIBA and FBK; competent courts/tribunals at national or international level is considered a third party.

**13.2.** After the conclusion of the contract, the Club is obliged to provide the player with a clearance letter and relevant references in case this is requested by the relevant Player/Agent/Club/Federation requesting his/her services.

**13.3.** For any issue not expressed in this Contract, the parties will refer to the relevant legal provisions of the Republic of Kosovo, as well as the normative acts of the FBK, FIBA, WADA (and KosADA).

**ARTICLE 14 – ORIGINAL COPIES**

This Agreement was signed by each contracting parties on: \_\_.\_\_.20\_\_, and was compiled in one (1) original copy which is kept in the Club's archive, and three (3) identical copies, where one (1) copy belongs to the Player, one (1) Agent, and one (1) copy remains in the FBK archive.

Electronic copies are accepted only if distributed via the official email addresses of the contracting parties.

Club email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Player email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Agent email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **CLUB** | **PLAYER** |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *(signature,)***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Name and Surname of legal representative)***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(Position in Club)* | *(signature)* |
| \*\*\*\*\*\*\* |  |
| **AGENT**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(signature)* |  |
|  |  |

***\* Disclaimer:*** The above Agreement template is designed to serve as an indication/sample recommended to be used by the member clubs of the Kosovo Basketball Federation (KFB). ***KFB does not take any responsibility whatsoever in connection with the content and effects of this document***.

According to what the parties agree, the terms of the Agreement may undergo changes, but always in accordance with the normative acts of FBK, FIBA, and with the applicable laws in the Republic of Kosovo.