**AGREEMENT**

*This Agreement is made and entered into 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 – OBJECT OF THE AGREEMENT**

**1.1.** This Agreement regulates the legal relationship between the Club and the Player regarding its duration, the rights and obligations of each party, and other relevant aspects arising from this contractual engagement.

**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**

**2.1.** The duration of this Agreement is \_\_\_\_ months, commencing on \_\_.\_\_.\_\_\_\_ and ending on \_\_.\_\_.\_\_\_\_. After this date, the Player shall be entitled to a daily salary for each additional day of service until the Club’s final official game in any competition (domestic or international).

**2.2.** The Club may terminate this Agreement prior to its expiry only in case of a proven violation of Anti-Doping Regulations.

**2.3.** If the Club fails to make any scheduled payment within \_\_\_\_\_\_ days of its due date, the Player may issue a written notice of default. If payment is not received within \_\_ additional days, the Player shall have the right to terminate the Agreement, with immediate entitlement to all accrued compensation.

**2.4.** Upon expiration or termination of this Agreement, the Club shall promptly issue the FIBA Letter of Clearance.

**ARTICLE 3 – GUARANTEED AGREEMENT**

**3.1.** This is a fully guaranteed, no-cut Agreement. Neither the Club nor any assignee thereof may terminate this Agreement on the basis of injury, performance, or achievement.

**3.2.** Termination is permitted only under the specific circumstances outlined in this Agreement.

*(only applicable if the parties agree for a guaranteed agreement)*

**ARTICLE 4 – COMPLIANCE WITH REGULATIONS**

The Player agrees to abide by the rules and regulations of the Club, and the rules and regulations of the Kosovo Basketball Federation (KBF), including the Anti-Doping regulations. Violations may result in disciplinary action or contract termination. In addition, the Club reserves the right to apply appropriate financial sanctions in accordance with the Club's regulations.

**ARTICLE 5 – PLAYER’S OBLIGATIONS**

**5.1.** The Player agrees to:

1. Respect the Statute and internal rules/regulations of the Club, as well as the normative acts of KBF, FIBA, the Kosovo Olympic Committee (KOK) and the International Olympic Committee (KON). The Club shall provide a written English version of its internal rules as an annex within \_\_\_ days.
2. Participate in all trainings, team meetings, and official/friendly matches, unless medically unfit.
3. Be available, with prior notice and consent, for 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. Use only a FIBA-licensed Agent for contractual matters.
5. Notify the Club promptly of any injury or illness.
6. Act in good faith and loyalty to the Club.
7. Follow the Club’s training schedule and obligations.
8. Adhere to the Club's Disciplinary Regulations.
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) related to the sporting activity, the Club, or this Agreement without the Club’s prior written consent.

**5.2.** Player obligations cease at the conclusion of this Agreement.

**ARTICLE 6 – CLUB’S OBLIGATIONS**

**6.1.** The Club shall ensure adequate training and playing conditions, including transportation, equipment (excluding shoes), meals, and match-day accommodation.

**6.2.** The Club shall cover registration, transfer, and licensing fees with KBF.

**6.3.** The Club shall be responsible for ensuring that this Agreement is notarized by a licensed notary public in the Republic of Kosovo, and a notarized copy shall be submitted to the KBF. All costs related to notarization shall be borne by the Club. Failure to notarize the Agreement shall not affect the validity of this Agreement but may give rise to disciplinary or procedural consequences under KBF regulations and the applicable laws in Kosovo.

**6.4.** Annual leave shall be granted upon mutual agreement.

**6.5.** The Club shall release the Player for national team duties in line with the FIBA Internal Regulations, Volume 3, articles 33-49.

**6.6.** In addition to the compensation mentioned in Article 7 of this Contract, the Club shall provide, at no cost to the Player:

1. *Accommodation* – a fully furnished apartment/hotel room with utilities included (excluding phone bills). Any damage beyond normal wear shall be charged to the Player, within the limits of the rental obligations paid by the Club.
2. *Fitness* – access and medical/therapy services as per Club arrangements.
3. *Medical coverage* – all expenses incurred due to injury or illness during Club activities (including international competitions) shall be fully covered by the Club. 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* – daily meals, not exceeding \_\_EUR.
5. *Flights* – one round-trip economy-class ticket to/from Player’s home. *(if applicable)*
6. *Visa/work permits* – Club shall provide at their expense or arrange for the Player to receive all necessary visas to reside and play basketball in Kosovo for the whole season, including any FIBA/KBF transfers, work permit, and all other documents necessary for the Player to legally be employed by the Club.

**ARTICLE 7 – COMPENSATION**

**7.1.** The Player shall receive a net base salary of \_\_\_\_\_\_\_\_(\_\_\_\_\_EUR), payable according to the following schedule:

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| --- | --- |
| **Payment Date** | **Net amount** |
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*(insert or delete rows as needed)*

**7.2.** 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.

**7.3.** In the event of a prolonged season after \_\_.\_\_.20\_\_, the player will receive daily payment of Net \_\_\_EUR, 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 participate 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 are net of taxes. The Club shall be responsible for paying all required taxes and provide tax documentation.

**ARTICLE 8 – MEDICAL EXAMINATIONS**

**8.1.** Only a Player who has been certified as medically fit may participate in training sessions and official basketball competitions. The Club is responsible for verifying the Player’s medical fitness based on a health examination, which must be conducted twice during the competitive season. The medical examination must be performed by licensed secondary or tertiary level healthcare institutions specializing in sports medicine. In the event that a medical condition or injury affecting the Player’s performance is identified, the matter shall be addressed in accordance with the Club’s internal regulations.

**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. The 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. The Player shall not be entitled to compensation for such use.
3. Use of Player’s image outside Kosovo or with external sponsors shall require Club’s prior written consent.
4. The Club may publish Player photos on its official social media.

**ARTICLE 10 – AGENT’S COMMISSION**

**10.1.** The Player and the Agent confirm that they have reached an agreement regarding the Agent’s commission related to the negotiation and execution of this Agreement. The terms, amount, and method of payment of such commission shall be governed exclusively by a separate agreement between the Player and the Agent, and shall not create any financial obligation for the Club unless otherwise expressly agreed in writing by the Club.

**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.

Any notification and communication in an arbitration before the BAT may be sent to the following email addresses of the parties (or any other email address provided by a party in writing at a later point in time):

*[Club]: [Email address of Club]*

*[Player]: [Email address of Player]*

*[add further Parties and their email addresses, if applicable]*

***(in case the parties agree on the applicability of the Payment Order Procedure, use the following arbitration clause instead:)***

Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland.

If a Request for Arbitration is filed, the dispute shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The arbitrator shall decide the dispute ex aequo et bono.

Provided that the relevant requirements as set out in the BAT Arbitration Rules are met, each party may file a Payment Order Request instead of a Request for Arbitration. In such case, a Payment Order Procedure shall be conducted in accordance with the BAT Arbitration Rules. The parties acknowledge and agree that any Final Payment Order issued by the BAT President shall have the effects of a final and binding arbitral award between the parties to the dispute.

In any case, 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.

Any notification and communication in an arbitration before the BAT may be sent to the following email addresses of the parties (or any other email address provided by a party in writing at a later point in time):

*[Club]: [Email address of Club]*

*[Player]: [Email address of Player]*

*[add further Parties and their email addresses, if applicable]*

**ARTICLE 12 – ENTIRE AGREEMENT**

**12.1.** This document contains the entire agreement. A signed annex of the Club’s internal rules shall be attached.

**12.2.** No other verbal or unwritten terms shall have legal effect.

**12.3.** If any provision 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.** Amendments must be in writing and signed by all parties.

**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 Agreement, the Club is obliged to provide the player with a clearance letter and relevant references in case this is requested by the Player/Agent/Club/Federation.

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

**ARTICLE 14 – COPIES**

This Agreement is executed on: \_\_.\_\_.20\_\_, in one (1) original copy which is kept in the Club's archive, and three (3) identical copies: one (1) for the Player, one (1) for the Agent, and one (1) for the KBF.

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

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

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| **CLUB** | **PLAYER** |
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| *(signature,)*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  *(Name and Surname of legal representative)*  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  *(Position in Club)* | *(signature)* |
| \*\*\*\*\*\*\* |  |
| **AGENT**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *(signature)* |  |
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***\* Disclaimer:*** *This template is designed to serve as a sample recommended by the Kosovo Basketball Federation (KFB) for its member clubs.* ***KFB is not liable for the legal content or enforceability of this document.***

*Final terms may vary, however always in accordance with the normative acts of KBF, FIBA, and with the applicable laws in the Republic of Kosovo.*