



Annex 3

FIBA Approval Programme for Basketball Equipment

Regulations 2024-2027

A. Introduction

The Fédération Internationale de Basketball (“FIBA”) is a Swiss association headquartered in Mies, Switzerland. FIBA is the world governing body for the sport of basketball and presently has 212 affiliated national member federations. In this role, FIBA sanctions, organises, recognises and/or endorses certain basketball and FIBA 3x3 basketball competitions.

In accordance with FIBA’s regulations, competitions of FIBA shall be played only with FIBA-approved equipment, as far as certain categories of basketball equipment are concerned. To this end, FIBA has established the FIBA Approval Programme for Basketball Equipment (the “**Approval Programme**”) under which such equipment is approved. FIBA has delegated the operation of the Approval Programme to the Equipment & Venue Centre (the “**Centre**”).

In addition to managing the Approval Programme, the Centre is engaged, in particular, in:

- setting standards for basketball equipment, software, and venues;
- collecting information on existing and planned basketball venues in countries with federations that are affiliated to FIBA;
- researching in the area of basketball-related equipment and software;
- providing technical assistance, in the form of publications and strategic partnerships, to give advice regarding the particular needs of the sport of basketball in connection with the construction of new, and the refurbishment of existing, basketball venues;
- providing a forum for the exchange of views and know-how on the construction and/or the refurbishing of basketball venues and other basketball-related equipment and software;
- promotion of innovation within the sport of basketball.

The categories of equipment which are currently included in the Approval Programme are:

- Basketballs;
- Backstop Units;
- Wooden Flooring;
- Synthetic Flooring;
- Flooring Coatings and Maintenance Products;
- Scoreboards and Videoboard Software;
- Seating Systems;
- Stadium Lighting;
- Training Product Categories, including, but not limited to: Basketball Shooting Machines and Smart Equipment Stations;
- LED Perimeter Boards;
- Court Stickers;



- Whistles;
 - Mouthguards;
 - 3x3 Basketballs;
 - 3x3 Backstop Units;
 - 3x3 Flooring; and
 - Canopy Systems
- (the preceding four categories currently comprise jointly the “**3x3 Equipment Categories**”)

(all the above categories jointly the “**Equipment Categories**”). The Centre may decide to create additional categories or modify the categorisation to meet the industry demands, in which case the term “**Equipment Categories**” refers to the categories as amended by the Centre.

For the relevant Equipment Categories, as defined in FIBA’s Official Basketball Rules for Basketball Equipment / FIBA’s Official 3x3 Basketball Equipment & Software Appendix to the 3x3 Official Rules, only equipment that has been approved under the Approval Programme for Competition Level 1 (as defined below) may be used in Competitions of FIBA.

These Regulations have been established by FIBA and set out the standards, procedures, terms and conditions that apply to the Approval Programme, for the period from 1 January 2024 to 31 December 2027.

B. Definitions

3x3 Approval Designation	The designation “FIBA Approved 3x3 Equipment”
3x3 Approval Logos	The official Approved Equipment logos shown in Schedule A.2 and/or such additional or replacement logo(s) as may from time to time be selected and notified by the Centre.
3x3 Ball Approval Stamp	The stamp for 3x3 basketballs shown in Schedule A.4.
3x3 Equipment Categories	Those Equipment Categories that apply only to 3x3, currently comprising: 3x3 Basketballs, 3x3 Backstop Units, 3x3 Flooring, Canopy Systems
Applicant	A person or legal entity seeking Approval of Submitted Equipment.
Approval	The act of granting to Submitted Equipment the status of Approved Equipment under the Approval Programme. Approval is deemed granted upon receipt of the “Certificate of Approval”, see section E.2.b).
Approval Designation	The designation “FIBA Approved Equipment”.
Approval Logos	The official Approved Equipment logos shown in Schedule A.1 and/or such additional or replacement logo(s) as may from time to time be selected and notified by the Centre.
Approval Programme	The FIBA Approval Programme for Basketball Equipment.

Approved Equipment	Submitted Equipment for which Approval has been obtained.
Ball Approval Stamp	The stamp for basketballs shown in Schedule A.3.
Centre	The FIBA Equipment & Venue Centre.
Competition Level	<p>Level 1: FIBA National Team and Club Competitions (as defined below) plus other elite-level national and international club and national team competitions,</p> <p>National club competitions may be subject to additional rules issued by national governing bodies. All equipment at these competitions must be FIBA approved Level 1 and may display the official FIBA Approved Equipment logo in a FIBA approved layout or make reference to FIBA approval in a FIBA approved form.</p> <p>Level 2: Any other basketball competition not included in Level 1,</p> <p>For Level 2, all technical specifications of basketball equipment must be respected, and FIBA Approved Equipment is strongly recommended.</p> <p>Training Products: Equipment used primarily for training and performance analysis.</p> <p>(3x3) Level 1: Suitable for elite level competition, including FIBA 3x3 Official Competitions and direct qualifiers thereto,</p> <p>FIBA 3x3 Official Competitions' are defined in Chapter 1 – Book 6 of the FIBA Internal Regulations. All equipment at these competitions must be FIBA Approved Level 1.</p> <p>(3x3) Level 2: Suitable for any other 3x3 or outdoor basketball not included in Level 1,</p> <p>FIBA approved equipment is strongly recommended at all levels of play, and Level 1 equipment is preferred.</p>
FIBA	The Fédération Internationale de Basketball.
FIBA 3x3 Official Competitions	Currently, the FIBA 3x3 Official National Team Competitions and the FIBA 3x3 Pro Circuit, as defined in the FIBA Internal Regulations (currently Article 1 of Book 6), as updated from time to time.
FIBA National Team and Club Competitions	FIBA National Team Competitions and FIBA Club Competitions, both as defined in the FIBA Internal Regulations (currently Articles 3 and 4 of Book 2), as updated from time to time and excluding FIBA 3x3 Competitions.
Equipment Approval Agreement	Agreement between FIBA and the Manufacturer setting out the respective rights and obligations in respect of Approved Equipment.
Equipment Categories	<p>The categories of equipment included in the Approval Programme (as amended by the Centre from time to time), currently comprising:</p> <p>Basketballs, Backstop Units, Wooden Flooring, Synthetic Flooring, Flooring Coatings and Maintenance Products, Scoreboards and</p>

	Videoboard Software, Seating Systems, Stadium Lighting, Training Products (Basketball Shooting Machines, Smart Equipment Stations, etc), ED Perimeter Boards, Court Stickers, Whistles and Mouthguards, 3x3 Basketballs, 3x3 Backstop Units, 3x3 Flooring and Canopy Systems.
Equipment Rules	FIBA’s Official Basketball Rules for Basketball Equipment (available for download on the FIBA website: http://www.fiba.basketball/documents) or, as applicable, FIBA’s Official 3x3 Basketball Equipment & Software Appendix to the 3x3 Official Rules (available for download on the FIBA website: https://fiba3x3.com/en/rules).
FIBA	Fédération Internationale de Basketball.
FIBA Accredited Test Institute	A test institute formally accredited by the Centre (on behalf of FIBA) for conducting the equipment testing required pursuant to section E.2.a) of these Regulations. A list of all FIBA Accredited Test Institutes is available on the FIBA website: http://www.fiba.basketball/equipment-and-venue/get-approved
Handbook	The FIBA Approval Programme for Basketball Equipment Handbook of Test Methods and Requirements or, as applicable, Handbook of Test Methods and Requirements for 3x3 and Outdoor Basketball Equipment. The document provides a detailed description of the relevant Test Methods and the corresponding requirements.
Handling Fee	The fee required from a New Applicant in accordance with section E.1.
Licence Fee	Fee to be paid by the Manufacturer to FIBA pursuant to the Equipment Approval Agreement.
Manufacturer	A person or legal entity that holds an Approval for certain Approved Equipment. For the avoidance of doubt, the Manufacturer of certain Approved Equipment may at the same time be an Applicant in relation to other Submitted Equipment.
New Applicant	An Applicant that, at the time of its application, does not have any Approved Equipment.
Regulations	The FIBA Approval Programme for Basketball Equipment Regulations 2024-2027.
Submitted Equipment	Equipment for which an Applicant seeks Approval.
Term	The period from Approval to 31 December 2027, unless the Equipment Approval Agreement is terminated early in accordance with its terms (in which case this earlier date marks the end of the Term).

C. Manufacturer’s Rights

The Manufacturer shall have the rights outlined below in connection with its Approved Equipment in its full submitted and approved form.

1. Qualification for use in FIBA National Team and Club Competitions / FIBA 3x3 Official Competitions



In accordance with Article 67 of Book 1 of the FIBA Internal Regulations, FIBA National Team and Club Competitions shall be played only with Approved Equipment, as far as certain categories are concerned.

In accordance with the Official 3x3 Basketball Equipment & Software Appendix to the 3x3 Official Rules, FIBA 3x3 Official Competitions shall be played only with Approved Equipment.

As a result, the Manufacturer's Approved Equipment for Competition Level 1 qualifies for use in these FIBA National Team and Club Competitions / FIBA 3x3 Official Competitions. Note, however, that the use of Approved Equipment may be based on a tender and FIBA reserves the right to sign specific supplier contracts.

2. Designations and Logos

The Manufacturer shall have the non-transferable and non-sublicensable right to use, throughout the world and during the Term, the following two items:

- the designation "FIBA Approved Equipment" or, in case of Approved Equipment falling in the 3x3 Equipment Categories, the designation "FIBA Approved 3x3 Equipment" (each the applicable "Approval Designation") and
- the logo shown in Schedule A.1 or, in case of Approved Equipment falling in the 3x3 Equipment Categories, the logo shown in Schedule A.2, and/or in each case such additional or replacement logo(s) as may from time to time be selected and notified by FIBA (each the applicable "Approval Logos"),

both solely for the purpose of promoting the relevant Approved Equipment. In particular, therefore, the Manufacturer shall not use, or permit any third party to use, any Approval Designation or Approval Logos in any way that promotes (i) the Manufacturer itself (as opposed to its Approved Equipment), (ii) any third party (except as set out in this section C.2) or (iii) any product or service other than Approved Equipment.

In addition, Manufacturers in the Equipment Category: Basketballs are entitled to apply the ball approval stamp, shown in Schedule A.3, to the surface of the ball for which Approval was obtained. In case Approval is granted for Level 1 Competitions, it is obligatory to use this ball approval stamp.

In addition, Manufacturers in the Equipment Category: 3x3 Basketballs are entitled to apply the 3x3 ball approval stamp, shown in Schedule A.4, to the surface of the ball.

The Manufacturer may permit its distributors, resellers and/or dealers to use the Approval Designation and/or the Approval Logos, provided that such use makes clear (i) that the Approval Designation and/or the Approval Logos relate only to the Approved Equipment as such (and not the Manufacturer, distributor etc.) and (ii) that the Approved Equipment is produced by the Manufacturer (and not distributor etc.). However, the Manufacturer shall inform its distributors, resellers and/or dealers about the restrictions of this section C.2, which apply *mutatis mutandis* to them, and ensure that they likewise comply with those restrictions.

Except as set forth in these Regulations, the Manufacturer shall not be entitled to use (or permit any third party to use) any FIBA logo or designation, including but not limited to FIBA's "We Are Basketball" logo, the Centre logo or the FIBA 3x3 corporate logo.



The Manufacturer's use of any Approval Designation or Approval Logos shall comply at all times with these Regulations and any other guidelines issued by FIBA from time to time.

In case of repeated or continuous non-compliance with this section C.2, FIBA may impose on the Manufacturer a contractual penalty of CHF 5,000 per case of non-compliance; such request shall not affect any other rights FIBA may have under the Equipment Approval Agreement or in law.

3. *Other Rights*

The Manufacturer is also entitled to receive from the Centre:

- a document entitled "Certificate of Approval" (or a similar title selected by the Centre) that confirms its Approved Equipment and the "Competition Level" in relation to which that Approval applies;
- regular updates on FIBA-related information that may be of interest to the Manufacturer;
- a listing of all of its Approved Equipment on the Centre's section on the official website of FIBA (currently <https://www.fiba.basketball/equipment-and-venue>);
- invitation to participate in FIBA's bi-annual partnership event Equipment & Venue Centre Partners Summit, including the official conference programme, the official dinner, any networking session, and other benefits under terms and conditions to be specified by the Centre;
- support in making connections with other Approved Equipment Manufacturers and Approved Software Companies (within the meaning of the FIBA Approval Programme for Basketball Software Regulations 2024-2027); and
- if FIBA establishes a booth presence at relevant international trade fairs during the Term, such as the FSB International Trade Fair for Amenity Areas, Sports and Pool Facilities, and deems it appropriate, the opportunity to promote its Approved Equipment under terms and conditions to be specified by the Centre.

D. Approval Requirements

Submitted Equipment shall only be granted Approval if:

1. the Applicant satisfies the Manufacturer Requirements set out in section 1. below; and
2. the Submitted Equipment satisfies the Equipment Requirements set out in section 2. below.

1. *Manufacturer Requirements*

An Applicant shall:

- be the person or entity that controls the creation of its Submitted Equipment, and who is directly involved in at least part of the manufacturing process (i.e., the design, engineering, purchase of the raw materials, assembly and/or finishing of the product), and maintains an admin sales and distribution infrastructure. For the avoidance of doubt, (i) only one person or entity can be deemed to be in control of the creation of each item of Submitted Equipment and (ii) mere distributors, resellers and dealers do not satisfy such requirement of control;

- have at least three (3) continuous years of experience in the sports market and in manufacturing products of the same type as each item of its Submitted Equipment. For applicants of new or innovative product types, FIBA may lower the number of years' experience required;
- have supplied basketball equipment to at least three (3) distributors, dealers, sports venues, national member federations of FIBA and/or elite basketball clubs affiliated to such federation(s). For applicants of new or innovative product types, FIBA may waive this requirement;
- be in good financial standing (see Question 8 of the Applicant Questionnaire, Schedule C, for details);
- have the full right, power and authority to manufacture, sell and otherwise distribute the Submitted Equipment without interfering with the intellectual property or other rights of any third party and without breaching any of its other contractual obligations;
- not have materially or repeatedly breached any contractual obligation (in particular payment obligations) towards FIBA or any of FIBA's member national basketball federations in the past four (4) years; in case of actual, pending or threatened litigation or arbitration, FIBA may in its reasonable discretion provisionally determine, solely for the purposes of this section D.1, if a material or repeated breach can be deemed to have occurred; once a final decision in this regard has been rendered by a court or arbitral tribunal of competent jurisdiction, FIBA shall defer to such ruling on the existence of a breach also for the purposes of this section D.1 (for the avoidance of doubt, it is not a breach of contract by FIBA if FIBA provisionally determined in its reasonable discretion that a material or repeated breach can be deemed to have occurred, and a final decision by a court or arbitral tribunal of competent jurisdiction comes to the opposite conclusion);
- ensure that all operations, including those conducted by third parties involved in the creation of the Approved Equipment, are in compliance with all applicable laws, the Declaration on Fundamental Principles and Rights at Work adopted by the International Labour Organisation in June 1998 and the latest Code of Conduct of the World Federation of the Sporting Goods Industry (including the guiding principles), both of which may be accessed from the Centre section of the FIBA Website;
- maintain product liability insurance, as described in Schedule B, in relation to all its Approved Equipment throughout the period during which it has Approved Equipment and for three (3) years thereafter.
- be able to communicate with the Centre in the English language; and
- comply with any additional conditions that the Centre may from time to time impose.

2. *Equipment Requirements*

Submitted Equipment must meet all the requirements that the following documents provide for in relation to the applicable Equipment Category and Competition Level:

- (a) the most recent version of FIBA's Official Basketball Rules for Basketball Equipment or, as applicable, of the Official 3x3 Basketball Equipment & Software Appendix to the 3x3 Official Rules (the "**Equipment Rules**"); and

- (b) the most recent version of the FIBA Approval Programme for Basketball Equipment Handbook of Test Methods and Requirements or, as applicable, the Handbook of Test Methods and Requirements for 3x3 and Outdoor Basketball Equipment (the “**Handbook**”).

E. Approval Procedure

The procedure for obtaining Approval is as follows:

- A New Applicant must establish to the Centre that it meets all the relevant Manufacturer Requirements in relation to itself (“Applicant Approval Procedure”, section E.1). The Centre will consider a New Applicant in accordance with the timing and deadlines to be determined by the Centre and communicated to interested parties upon request.
- Any Applicant must have its Submitted Equipment tested by a FIBA Accredited Test Institute, in accordance with the Handbook, to establish the Submitted Equipment meets the relevant Equipment Requirements (“Equipment Approval Procedure”, section E.2);

The procedure is visually depicted in section J below.

1. Applicant Approval Procedure

A New Applicant must submit the following materials to the Centre so that the Centre can determine whether the New Applicant meets all the Manufacturer Requirements:

- a fully completed, signed and certified Applicant Questionnaire (the current questionnaire is included in Schedule C; however, FIBA reserves the right to amend the questionnaire and/or to replace it by a digital questionnaire);
- copies of all supporting materials requested in the Applicant Questionnaire;
- a CHF 1,000 Handling Fee;

New Applicants will only be handled following the payment of the Handling Fee. If Approval is granted, the Handling Fee will be deducted from the first instalment of the Licence Fee.

If a New Applicant makes any materially false statement in the Applicant Questionnaire, FIBA may levy a fine of CHF 1,000 (payable to FIBA) and refuse to grant any Approval to the New Applicant within the next twelve (12) months.

The Centre also reserves the right to inspect (either itself or through a third party) the New Applicant’s production and/or company facilities and the New Applicant shall provide full access and reasonable assistance in connection with any such inspection.

2. Equipment Approval Procedure

a) Equipment Testing

Applicants must submit the Submitted Equipment to one of the FIBA Accredited Test Institutes for testing, in accordance with the Handbook, so that the Centre can determine whether the Submitted Equipment meets the Equipment Requirements. Such testing is subject to a separate agreement between the Applicant and the FIBA Accredited Test Institute; FIBA is not a party to such agreement and does not accept any responsibility for the services provided by the FIBA Accredited Test Institute.

The Applicant may choose any of the FIBA Accredited Test Institutes that are accredited for the relevant category. All costs and expenses involved in the submission and testing or retesting of the samples are the responsibility of and must be paid directly to the relevant FIBA Accredited Test Institute.



The details regarding sample quantities, as well as a precise description of the testing procedures and applicable standards, are defined in the Handbook.

The applicant will receive the final test report from FIBA upon signing of the Equipment Approval Agreement.

The FIBA Accredited Test Institute will retain a reference sample, in case Approval is granted, for the following Equipment Categories: Basketballs, Wooden Flooring, Synthetic Flooring, Flooring Coatings and Maintenance Products, Court Stickers, Whistles, Mouthguards, 3x3 Basketballs and 3x3 Flooring.

In the case of Basketballs and 3x3 Basketballs, the Applicant shall submit an additional sample to the following address for archiving purposes:

FIBA Equipment & Venue Centre
Fédération Internationale de Basketball (FIBA)
Route Suisse 5
1295 Mies
Switzerland
Tel: +41 22 545 00 00
Fax: +41 22 545 00 99
[Email: equipmentandvenue@fiba.basketball](mailto:equipmentandvenue@fiba.basketball)

b) Equipment Approval Agreement / Certificate of Approval

If the Centre is satisfied that an Applicant fulfils the Manufacturer Requirements (section D.1) and that the Submitted Equipment fulfils the Equipment Requirements (section D.2), then the Centre will send two (2) copies of an Equipment Approval Agreement in its standard form to the Applicant for its signature as well as an invoice for the first instalment of the License Fee as provided for in the Equipment Approval Agreement. Once the Centre has received two (2) signed copies of the Equipment Approval Agreement and the first instalment of the Licence Fee, it shall send to the Manufacturer:

- one (1) fully signed copy of the Equipment Approval Agreement for its records; and
- the “Certificate of Approval”, upon receipt of which the Approval is deemed granted; the term of the “Certificate of Approval” will reflect the period covered by the Licence Fee paid.

The Equipment Approval Agreement will set out the rights and obligations of the Centre and the Manufacturer.

For the avoidance of doubt, by granting Approval, the Centre does not confirm that the Approved Equipment adheres to any regional, national or international safety or trading standards. It is the responsibility of the Manufacturer to ensure that its products are in full compliance with any mandatory safety regulations for the intended region of product sale or installation.

3. License Fees

In consideration of the rights granted by FIBA, each Manufacturer shall pay FIBA an annual License Fee.

The License Fees in relation to Approved Equipment falling within the Equipment Categories are available from the Centre upon request.

F. Duration of Approvals & Testing Results

Approvals remain valid for the duration of the Term, provided that:

- the Approved Equipment is not modified in any way (or the Centre waives the requirement of re-testing pursuant to section H.1 below); and
- the Approval is not withdrawn in accordance with section H below.

Approval will expire at the end of the Term and FIBA may request the relevant Approved Equipment to be resubmitted for full or partial testing in accordance with section E.2. if Approval is sought for a subsequent period.

1. Modifications to Approved Equipment

The Manufacturer must ensure that each item of Approved Equipment produced during the Term is identical to the relevant samples that were submitted, tested and approved. If any modification is made to the Approved Equipment or the Manufacturer moves the production thereof to a different manufacturing facility, the Manufacturer must re-submit the Approved Equipment for full re-testing in accordance with section E.2.

If only a minor modification is made, then the Centre may, upon request of the Manufacturer, waive this requirement or reduce the amount of re-testing that is required. If the Manufacturer wishes to make such a request, it shall send the Centre:

- a precise explanation of the changes that have been made in the standard template (available on request from the Centre), and
- in the case of a ball, one (1) sample of each modified model.

2. Transition Period

In the case of a change to the Equipment Rules during the Term, the Centre will inform the Manufacturer of the change and enforce a transition period. The duration of the transition period will vary depending on the nature of the change but shall give the Manufacturer a reasonable amount of time to make the relevant adjustments. The Manufacturer must ensure that its Approved Equipment meets the requirements of the new Equipment Rules by the end of the Transition Period. The Manufacturer will not be obliged to retest the Approved Equipment during the Term, but the Centre may submit the Approved Equipment for Random Testing, in accordance with section G. The Centre may enforce changes to the Equipment Rules at a maximum of one (1) time per calendar year.

G. Onsite testing

FIBA aims to have 100% of FIBA National Team and Club Competitions and FIBA 3x3 Official Competitions played with Approved Equipment, to protect player safety, reduce liability towards organisers and FIBA, and protect the integrity of the sport. However, acknowledging that this aim cannot realistically be achieved immediately, FIBA has introduced onsite testing for specific equipment installed in a particular venue.

If FIBA determines based on such onsite testing that the installed equipment meets the requirements set out in Annex 2 to the Handbook, FIBA may, in its sole discretion, grant that installed equipment, for one (1) event, the status set out in section C.1 above. For the avoidance of doubt, this temporary status applies exclusively in relation to the installed equipment that was tested and only if the place and manner of installation remain the same as when it was tested. In particular, neither the manufacturer of such equipment nor any identical equipment available or installed elsewhere (or installed in the same venue but in a different manner than tested) enjoy any rights under these Regulations.

The onsite testing programme promotes the importance of Approved Equipment, thereby also encouraging organisers to invest in Approved Equipment in the future.

H. Compliance Control

Manufacturers shall ensure that, throughout the Term, they continue to meet the Approval Requirements (section D; any reference to “Applicant” and “Submitted Equipment” in section D shall be understood, in the present context, as a reference to “Manufacturer” and “Approved Equipment”, respectively). In order to determine whether the Approval Requirements are continuously met, the Centre, at its own cost, may at any time:

- Perform random testing of Approved Equipment by submitting Approved Equipment purchased on the market or recently installed in venues to random testing;
- Inspect, either by itself or through a third party, the Manufacturer’s production and/or company facilities, and the Manufacturer is obliged to provide full access and reasonable assistance in connection with any such inspection;
- Request information from the Manufacturer that the Centre deems relevant to confirm whether the Approval Requirements are still met, in which case the Manufacturer shall provide the requested information to the Centre within a deadline to be set by the Centre in its reasonable discretion; and/or
- Take any other measure that the Centre deems reasonable to ensure compliance with the Approval requirements.

If any of the above reveals that the Approval Requirements are not met, the Centre will inform the relevant Manufacturer of such failure and request the Manufacturer to cure such non-compliance within a reasonable time frame, to be determined by the Centre in its reasonable discretion.

The Manufacturer shall reimburse FIBA for the costs of any random testing, inspection, request for information and/or other measure, if any of the foregoing reveals non-compliance with the Approval Requirements. Also, the Manufacturer shall cover the costs of any follow-up test or inspection aimed at confirming the elimination of that non-compliance.

Failure to eliminate the non-compliance with the Approval Requirements may result in withdrawal of the Approval for the Approved Equipment concerned or, in case of failure to meet the Manufacturer Requirements, for all Approved Equipment of the Manufacturer concerned (and/or termination of the Equipment Approval Agreement).



In addition, Approved Equipment that is deemed by FIBA or any competent authority to be in breach of any mandatory safety requirements shall have its Approval revoked from the date at which the breach occurred.

I. Advisory Commission

The Centre will establish a working group composed of representatives from different Equipment Categories to serve as a consultative body for the Centre in relation to the Approval Programme (the “Advisory Commission”) and to provide industry perspective on the operation thereof. The Advisory Commission will convene once a year or as otherwise requested by the Centre. Members of the Advisory Commission may be nominated by the Centre or Manufacturers from the same category and selected by the Centre.

J. Miscellaneous

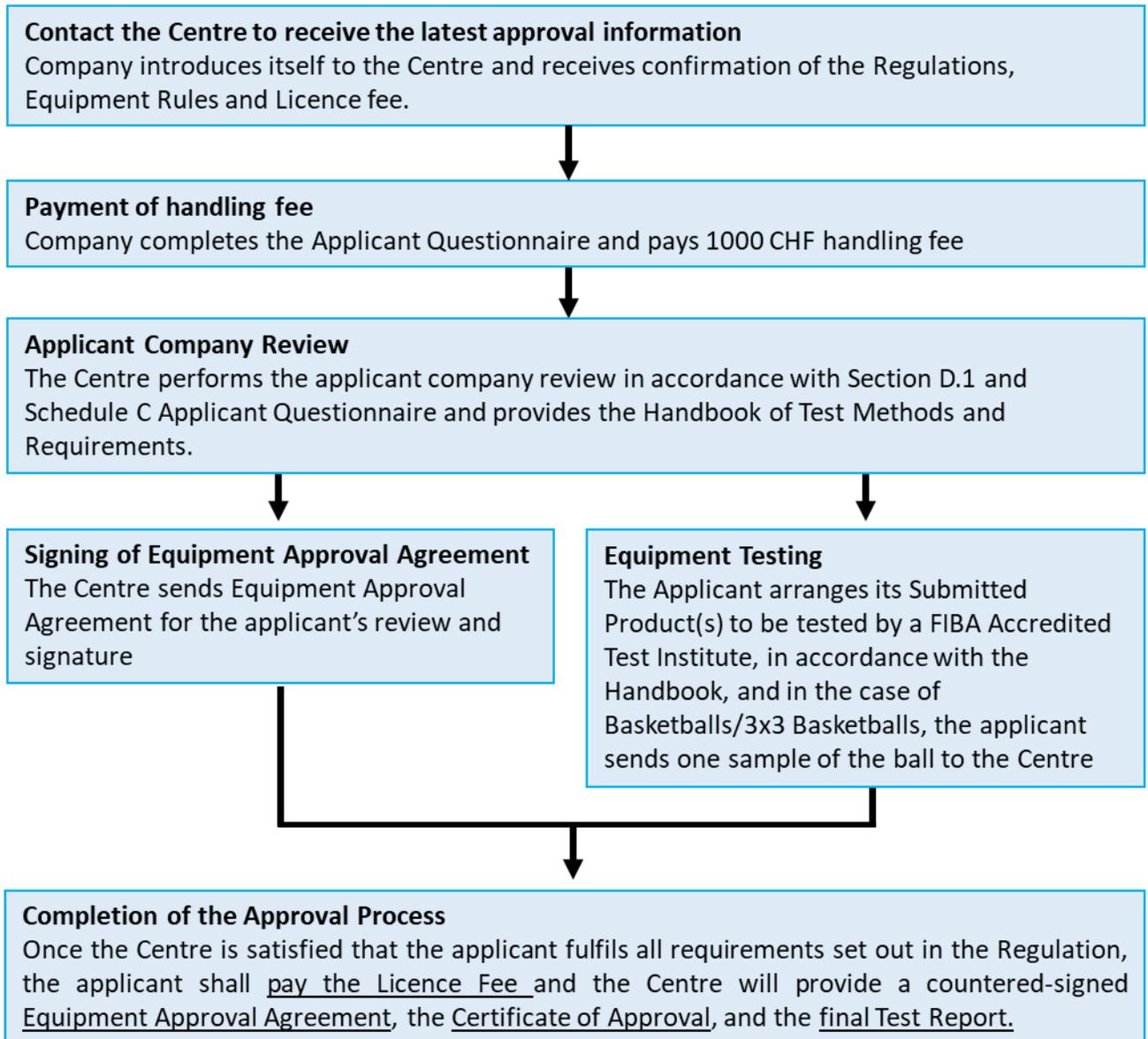
These Regulations (and any disputes arising therefrom or connected thereto) shall be governed by and interpreted exclusively in accordance with the laws of Switzerland, to the exclusion of any conflict of laws rules.

All disputes arising out of or in connection with these Regulations (including the Schedules hereto) including disputes as to its validity, binding effect, amendment and effective termination shall be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration. The language of the arbitration shall be English. Nothing in these Regulations shall limit the right of FIBA to seek any provisional or equitable remedy or other relief that is not available through arbitration from any court of competent jurisdiction as may be necessary to protect the Approval Designations, the Approval Logos or any of FIBA’s other proprietary interests.

K. Summary of the Application and Approval Process

A summary of the application and approval process, including equipment testing, is presented below.

The Approval Process for New Applicant





Schedule A

Logos

Pantone colour codes and/or exact dimensions shall be provided by the Centre once Approval has been granted to the Manufacturer.

1. Approved Equipment Logo

Landscape Orientation:



Portrait Orientation:





2. Approved 3x3 Equipment Logo

Landscape Orientation:



Portrait Orientation:





3. FIBA Approved stamp for Level 1 Basketballs

FIBA
APPROVED
LEVEL 1 2023-2027

4. FIBA Approved stamp for Level 2 Basketballs

FIBA
APPROVED
LEVEL 2 2023-2027

5. FIBA Approved stamp for 3x3 Basketballs

3x3 BALL
FIBA APPROVED



Schedule B

Product Liability Insurance

The Manufacturer's product liability insurance must be concluded with a well-respected, reputable and financially sound insurance company and must:

- be worldwide in scope or cover all countries in which the Manufacturer sells the Approved Equipment, including sales by third party distributors. It is the Manufacturer's responsibility to ensure that the insurance policy is always up to date.
- For the Equipment Categories, except Basketballs and 3x3 Basketballs, have a minimum coverage of CHF 3 million per claim;
- For the Basketballs and 3x3 Basketballs categories, have a minimum coverage of CHF 1 million per claim.
- have an extended reporting period of at least 5 years; and
- be otherwise on terms that are acceptable to the Centre, acting reasonably.

For software-based products and new equipment categories, FIBA may lower the minimum coverage amount.

In order to provide evidence of the above to FIBA, the manufacturer shall:

- deliver to the Centre a certificate of insurance evidencing coverage in compliance with the above prior to the execution of the Equipment Approval Agreement; and, thereafter, within thirty (30) days of any demand by the Centre;
- provide at least thirty (30) days' prior notice to the Centre of any cancellation (or threat thereof), intent not to renew or any material change in coverage.

Schedule C

FIBA Approval Programme for Basketball Equipment
Applicant Questionnaire

Each New Applicant seeking Approval of basketball equipment is required to complete this questionnaire and to submit it to the FIBA Equipment & Venue Centre, together with all other requested materials, as described in the FIBA Approval Programme for Basketball Regulations 2024-2027 (the “Regulations”). All original documents must be submitted in English or delivered with a certified English translation.

Section 1: Applicant Information

1. Applicant Details	
Applicant’s full corporate name	
Country of incorporation	
Additional brand name(s)	
Date of incorporation	
Company registration number	
Company website	

2. Contact Details			
		Main Contact Person	Second Contact Person
Contact Person Name			
Contact Person Job Title			
Address	Address line 1		
	Address line 2		
	Address line 3		
	City		
	State/Province		
	Post/Zip code		
	Country		
Phone number	Area code(s)		Area code(s)
Mobile number	Area code(s)		Area code(s)
Email Address			
Company/Departmental Email Address			
If these contact details change at any point during the Term, please inform the Centre immediately.			

3	Please attach a recent excerpt from the relevant company's register / business license concerning the Applicant.	
4	Since when has the Applicant's business been in existence?	
5	How many continuous years of experience does the Applicant have:	
5a	in the sports market?	
5b	in manufacturing products of the same Equipment Category as each product referred to in the Applicant's response to item 11 below?	
6	Please attach documentary evidence supporting the Applicant's responses to Questions 4, 5a and 5b. This may be an invoices, contract, other legal documents or testimonials.	
7	Please specify the Applicant's current ISO certifications (if any) and attach copies of such certifications.	
8	Please attach a statement issued by the Applicant's auditors confirming that the Applicant is financially healthy and has been for the 3 past years. If it is not possible to provide such an auditor's statement, please attach a statement issued by the Applicant's bank stating that the company is financially healthy for the 3 past years.	
9	Please describe the structure of the Applicant's management, in particular by providing the names of the relevant bodies and positions and describing their functions. Please attach an organigram.	
10	Please describe the Applicant's corporate structure including all holding companies, subsidiaries and sister companies and their respective shareholdings. Please attach a group chart, if applicable.	

Section 2: Submitted Equipment

11 Please specify which categories of equipment the Applicant is seeking Approval for and, in relation to each category, the relevant products/models:

Basketballs and/or 3x3 Basketballs

Model Name	Size	Surface material	Recommended Retail Price (RRP)
	Drop down	Drop down	

Backstop Units and/or 3x3 Backstop Units

Model Name	Type	Backboard material	Recommended Retail Price (RRP)
	Drop down	Drop down	

Wooden Flooring

Model Name	Type	Construction (i.e. materials and topcoats)	Recommended Retail Price (RRP)
	Drop down		

Synthetic Flooring, Glass and 3x3 Flooring

Model Name	Type	Construction (i.e. materials and topcoats)	Recommended Retail Price (RRP)
	Drop down		

 Scoreboards and Videoboard Software

Model Name	Type	24 second device model name, if applicable	Recommended Retail Price (RRP)
	Drop down		

 Seating Systems

Model Name	System Details	Recommended Retail Price (RRP)

Court Lighting

Model Name	Product Details	Recommended Retail Price (RRP)

 Flooring Maintenance Products, Court Stickers, Whistles, Mouthguards, 3x3 Canopy Systems, Training products or Other)

Model Name	Type of Product (<i>e.g. Whistle</i>) and Product Details	Recommended Retail Price (RRP)

Please attach background information in relation to each product/model referred to in Applicant's response to item 11 including technical specifications, sales literature (e.g. brochures, catalogues and technical leaflets), user manuals, operation and maintenance instructions and warranty policies. Technical specifications will be treated confidentially.

12	Does the Applicant control the creation of each of the products/models referred to in response to Question 11, and is directly involved in at least part of the manufacturing process (the design, engineering, purchase of the raw material, assembly and/or finishing of the product)? For the avoidance of doubt, mere distributors, resellers and dealers do not satisfy such requirement of control.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If the Applicant answered Yes to Question 12, please describe the part(s) of the manufacturing process which the Applicant is directly involved in.	



13	If the Applicant is not responsible for the full production of the products/models referred to in response to item 11, then please provide a detailed list of the third parties involved in the manufacturing of the product:			
	Manufacturer Name			
	Address Line 1		City	
	Address Line 2		Zip/Post Code	
	State/Province		Country	
	Contact Person Name		Job Title	
	Phone Number		Email Address	
	Model names(s) and part(s) of the model they manufacture			
	Manufacturer Name			
	Address Line 1		City	
	Address Line 2		Zip/Post Code	
	State/Province		Country	
	Contact Person Name		Job Title	
	Phone Number		Email Address	
	Model names(s) and part(s) of the model they manufacture			
	Manufacturer Name			
	Address Line 1		City	
	Address Line 2		Zip/Post Code	
	State/Province		Country	
	Contact Person Name		Job Title	
	Phone Number		Email Address	
	Model names(s) and part(s) of the model they manufacture			
	Manufacturer Name			
	Address Line 1		City	
	Address Line 2		Zip/Post Code	
State/Province		Country		
Contact Person Name		Job Title		
Phone Number		Email Address		
Model names(s) and part(s) of the model they manufacture				
Manufacturer Name				
Address Line 1		City		
Address Line 2		Zip/Post Code		
State/Province		Country		
Contact Person Name		Job Title		
Phone Number		Email Address		
Model names(s) and part(s) of the model they manufacture				

14	Does the Applicant have product liability insurance, as described in Schedule B of the Regulations, in relation to all its products/models referred to in response to item 11?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If the Applicant answered Yes to Question 14, please provide the certificate of insurance evidencing coverage in compliance Schedule B of the Regulations.			
15	Does the Applicant own a patent or other Intellectual Property (IP) Registration for all or any of the products/models referred to in response to item 11?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If the Applicant answered Yes to Question 15, please provide the following information and attach a copy of the registry documentation regarding the patent or other IP.			
	Country(s) of Validity:		Expiration Date:	
16	Does another party own a patent or other Intellectual Property (IP) Registration for all or any of the products/models referred to in response to item 11?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If the Applicant answered Yes to Question 16, please provide the following information and, where possible, attach a copy of the documentation.			
	Name of party(-ies) who own the IP			

Section 3: References

Please provide a **minimum of 3 references** in response to Question 17 **and/or** 18 **and/or** 19:

17	If the Applicant is seeking Approval of equipment to be installed in sports venues: List up to five (5) sports venues to which the Applicant has provided equipment in each of the categories identified in its response to item 11. Where possible, include sports venues outside of the country where the Applicant has its seat or principal place of business.		
Venue Reference 1			
Product/Model			
Name of Venue		Date of Supply	
Venue Address		Post/Zip Code	
		Country	
Elite level competitions that it has hosted (if any)			
Contact	Name and Job Title	Phone Number	Email Address
Venue Reference 2			
Product/Model			
Name of Venue		Date of Supply	
Venue Address		Post/Zip Code	
		Country	
Elite level competitions that it has hosted (if any)			
Contact	Name and Job Title	Phone Number	Email Address
Venue Reference 3			
Product/Model			
Name of Venue		Date of Supply	
Venue Address		Post/Zip Code	
		Country	
Elite level competitions that it has hosted (if any)			
Contact	Name and Job Title	Phone Number	Email Address

Venue Reference 4			
Product/Model			
Name of Venue		Date of Supply	
Venue Address		Post/Zip Code	
		Country	
Elite level competitions that it has hosted (if any)			
Contact	Name and Job Title	Phone Number	Email Address
Venue Reference 5			
Product/Model			
Name of Venue		Date of Supply	
Venue Address		Post/Zip Code	
		Country	
Elite level competitions that it has hosted (if any)			
Contact	Name and Job Title	Phone Number	Email Address

18	If the Applicant is seeking Approval of equipment that has been supplied to a national member federation of FIBA and/or an elite basketball club, please list up to five (5), references.		
National Team / Club Reference 1			
Product/Model			
Name of Federation or Team			
Federation or Club Address		Post/Zip Code	
		Country	
Date of supply	Start Date	End Date	
Contact	Name and Job Title	Phone Number	Email Address
National Team / Club Reference 2			
Product/Model			
Name of Federation or Team			
Federation or Club Address		Post/Zip Code	
		Country	
Date of supply	Start Date	End Date	
Contact	Name and Job Title	Phone Number	Email Address

National Team / Club Reference 3			
Product/Model			
Name of Federation or Team			
Federation or Club Address			Post/Zip Code
			Country
Date of supply	Start Date	End Date	
Contact	Name and Job Title	Phone Number	Email Address
National Team / Club Reference 4			
Product/Model			
Name of Federation or Team			
Federation or Club Address			Post/Zip Code
			Country
Date of supply	Start Date	End Date	
Contact	Name and Job Title	Phone Number	Email Address
National Team / Club Reference 5			
Product/Model			
Name of Federation or Team			
Federation or Club Address			Post/Zip Code
			Country
Date of supply	Start Date	End Date	
Contact	Name and Job Title	Phone Number	Email Address

19	Please list up to five (5) different distributors and/or dealers which the products identified in the Applicant's response to item 11 may be purchased. Where possible, include distributors and/or dealers outside of the country where the Applicant has its seat or principal place of business.		
	Dealer/Distributor Reference 1		
Product(s) / Model(s)			
Name of Distributor or Dealer			
Principle address of Distributor or Dealer			Post/Zip Code
			Country
Date of supply	Start Date	End Date	
Countries of sale			
Contact	Name and Job Title	Phone Number	Email Address



Dealer/Distributor Reference 2			
Product(s) / Model(s)			
Name of Distributor or Dealer			
Principle address of Distributor or Dealer			Post/Zip Code
			Country
Date of supply	Start Date		End Date
Countries of sale			
Contact	Name and Job Title	Phone Number	Email Address
Dealer/Distributor Reference 3			
Product(s) / Model(s)			
Name of Distributor or Dealer			
Principle address of Distributor or Dealer			Post/Zip Code
			Country
Date of supply	Start Date		End Date
Countries of sale			
Contact	Name and Job Title	Phone Number	Email Address
Dealer/Distributor Reference 4			
Product(s) / Model(s)			
Name of Distributor or Dealer			
Principle address of Distributor or Dealer			Post/Zip Code
			Country
Date of supply	Start Date		End Date
Countries of sale			
Contact	Name and Job Title	Phone Number	Email Address
Dealer/Distributor Reference 5			
Product(s) / Model(s)			
Name of Distributor or Dealer			
Principle address of Distributor or Dealer			Post/Zip Code
			Country
Date of supply	Start Date		End Date
Countries of sale			
Contact	Name and Job Title	Phone Number	Email Address

Section 4: Applicant Declaration

20	The Applicant has the full right, power and authority to manufacture, sell and otherwise distribute each of the products referred to in response to item 11 without interfering with the intellectual property or other rights of any third party and without breaching any of the Applicant's contractual obligations:
	<input type="checkbox"/> True <input type="checkbox"/> False
21	The Applicant has not, within the past four (4) years, breached any contractual obligation towards FIBA or any of FIBA's member national basketball federations, and is not a party to actual, pending or threatened litigation or arbitration proceedings against any of those entities:
	<input type="checkbox"/> True <input type="checkbox"/> False
	<p>If false, please describe the circumstances of the breach(es) or the actual, pending or threatened litigation or arbitration:</p>
22	All of the Applicant's operations and those of each manufacturer identified in its response to Question 13 are conducted in compliance with all applicable laws, the Declaration on Fundamental Principles and Rights at Work adopted by the International Labour Organisation in June 1998 and the latest Code of Conduct of the World Federation of the Sporting Goods Industry (including the guiding principles) and the principles embodied therein:
	<input type="checkbox"/> True <input type="checkbox"/> False
	<p>If certification in relation to Question 22 has been obtained by the Applicant, please attach a copy.</p>



Section 5: Signature

The Applicant certifies that all of the information included in this Questionnaire and all accompanying materials (including any testing results) is true and accurate in all respects and is not in any way misleading.

The Applicant acknowledges that it has received, read, understood and hereby accepts the Regulations. In particular, as per the Regulations, the Applicant accepts that if it makes any materially false statement in the Application Questionnaire, FIBA may levy a fine of CHF 1,000 (payable to FIBA) and refuse to grant any Approval to the Applicant within the next 12 months.

All capitalised terms used and not otherwise defined in this Questionnaire have the meanings given to them in the Regulations. The Applicant accepts that, in accordance with the Regulations, the Centre may inspect (either itself or through a third party) any of the Applicant's manufacturing facilities and the Applicant agrees to provide full access and reasonable assistance in connection with any such inspection.

Submitted on behalf of the Applicant by the undersigned as its authorised representative(s).

Applicant:

Signature:

Name:

Job Title:

Date:



Section 6: Checklist and Additional Information

Please submit the completed questionnaire to the FIBA Equipment & Venue Centre (equipmentandvenue@fiba.basketball), together with all other requested materials.

Checklist for applicant:

- Copy of a recent excerpt from the company's register or a business license (Q3)
- ISO Certifications (Q7)
- Statement from auditor or bank (Q8)
- Company organigram (Q9)
- Company Group Chart (Q10)
- Background information, regarding the Submitted Products (Q11)
- Certificate of Insurance (Q14)
- Intellectual Property documentation (Q15 & Q16)
- Certification of compliance (Q22)
- This Questionnaire

Please provide any additional information which relates to the above Questions 1-22 in the space below: