

## **FIBA Approval Programme for Basketball Software**

### **Regulations 2024-2025**

#### **A. Introduction**

The Fédération Internationale de Basketball (“**FIBA**”), headquartered in Switzerland, 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.

FIBA established the Approval Programme for Basketball Software (the “**Approval Programme**”), to verify and encourage innovative solutions and technology in the basketball industry.

In accordance with FIBA’s regulations, competitions of FIBA may be played only with FIBA approved products, in certain categories.

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; and
- promotion of innovation within the sport of basketball.

The categories of Basketball Software include,:

- Tracking Solutions;
- Game Statistics Tools;
- Automated Video Solutions
- Instant Replay Systems;
- Whistle Controlled Timing Systems;
- In-Venue Control Solutions;
- Unified Scoreboard Data Technologies;
- Player Performance Platforms; and
- Referee Performance Platforms,

each as further described in the Handbook (together, the “**Software Categories**”).

Additional Software Categories may be added from time to time at the discretion of the FIBA Equipment & Venue Centre.

Submitted Software may apply for approval in more than one Software Category.

These Regulations have been established by FIBA and set out the standards, procedures, terms and conditions that apply to the Approval Programme from 1 January 2024 until 31 December 2025.

## B. Definitions

<b>Applicable Laws</b>	All local, national and international laws, regulations, directives, decisions and decrees passed, or any binding guidelines or codes of conduct or practice implemented, by any competent government, quasi-governmental entity or other entity which has the same authority as the government and all binding final court orders and decrees in any jurisdiction which, in each case, are applicable to the subject matter of these Regulations.
<b>Applicant</b>	A person or legal entity seeking Approval of Submitted Software.
<b>Approval</b>	The act of granting to Submitted Software the status of Approved Software under the Software Approval Programme. Approval is deemed granted upon receipt of the "Certificate of Approval", see section E.2.b).
<b>Approval Designation</b>	the designation "FIBA Approved Software"
<b>Approval Logos</b>	The official Approved Software logo shown in Schedule A and/or such additional or replacement logo(s) as may from time to time be selected and notified by the Centre.
<b>Approval Programme</b>	The FIBA Approval Programme for Basketball Software.
<b>Approved Software</b>	Submitted Software for which Approval has been obtained. For the avoidance of doubt, the Approved Software may comprise a combination of software and related hardware components.
<b>Category Specific Requirements</b>	Additional requirements applicable to certain Software Categories or sub-categories.
<b>Centre</b>	The FIBA Equipment & Venue Centre.
<b>Company</b>	A person or legal entity that holds an Approval for certain Approved Software.
<b>Data &amp; Other Content</b>	The data and other content, such as, video content, which is generated, collected and/or stored by the Approved Software, as a result of the Approved Software functionality.
<b>Equipment Rules</b>	FIBA's Official Basketball Rules for Basketball Equipment. To be downloaded from the FIBA website: <a href="http://www.fiba.basketball/documents">http://www.fiba.basketball/documents</a> FIBA's Official 3x3 Basketball Equipment & Software Appendix to the 3x3 Official Rules. To be downloaded from the FIBA website: <a href="https://fiba3x3.com/en/rules">https://fiba3x3.com/en/rules</a>
<b>FIBA</b>	The Fédération Internationale de Basketball.

<b>FIBA 3x3 Official Competitions</b>	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.
<b>FIBA Accredited Test Institute</b>	A test institute formally accredited by FIBA for conducting the software testing required pursuant to section E.2) of these Regulations. A list of all FIBA Accredited Test Institutes is available on the FIBA website: <a href="http://www.fiba.basketball/equipment-and-venue/get-approved">http://www.fiba.basketball/equipment-and-venue/get-approved</a>
<b>FIBA IR</b>	The Internal Regulations of FIBA
<b>FIBA National Team and Club Competitions</b>	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.
<b>Handbook</b>	The FIBA Approval Programme for Basketball Software Handbook of Requirements.
<b>Handling Fee</b>	The fee required from a New Applicant in accordance with section E.1.
<b>Licence Fee</b>	Fee to be paid by the Company to FIBA pursuant to the Software Approval Agreement.
<b>New Applicant</b>	An Applicant that, at the time of its application, does not have any Approved Software.
<b>Regulations</b>	The FIBA Approval Programme for Basketball Software Regulations 2024-2025.
<b>Relevant Affiliate</b>	Any entity which controls, or is controlled by, the Applicant or Company, and any other entity which is controlled by an entity which controls the Applicant or the Company.
<b>Related Organisation</b>	Any FIBA national member federation and its national teams, any national club basketball league recognised by a FIBA national member federation and any club that participates in any such league, and any organisation officially recognised by FIBA under the FIBA General Statutes (currently under chapter 4 thereof) and the FIBA Internal Regulations.
<b>Software Approval Agreement</b>	Agreement between FIBA and the Company setting out the respective rights and obligations in respect of Approved Software.
<b>Software Categories</b>	The categories of software include: Tracking Solutions; Game Statistics Tools; Automated Video Solutions; Instant Replay Systems; Whistle Controlled Timing Systems; In-Venue Control Solutions; Unified Scoreboard Data Technologies; Player Performance Platforms; Referee Performance Platforms, and any additional category which is added from time to time at the discretion of the Centre.
<b>Submitted Software</b>	Software for which an Applicant seeks Approval.
<b>Term</b>	The period from Approval to 31 December 2025, unless the Software Approval Agreement is terminated early in accordance with its terms (in which case this earlier date marks the end of the Term).

<b>Universal Software Requirements</b>	Software requirements, specified in the Handbook, which are applicable to all Software Categories.
<b>Unauthorised Conduct</b>	Has the meaning given to it in section D.1 below.
<b>Unofficial Content</b>	Any data, statistics, video, information or indices in respect of any basketball competition(s) or match(es) organised or sanctioned by FIBA, any FIBA Zone or any Related Organisation, which is collected, produced, or distributed: (i) in breach of Applicable Laws; or (ii) contrary to any enforceable contractual term between an Applicant or Company (or any Relevant Affiliate of an Applicant or Company) and FIBA, any FIBA Zone or any Related Organisation to which the Applicant, Company or Relevant Affiliate is subject and which is not permitted under Applicable Laws (e.g. Applicable Laws relating to news access); or (iii) without the express written consent or the authorisation of FIBA, any FIBA Zone or any Related Organisation (as applicable) where such consent or authorisation is required under Applicable Laws.

## C. Company's Rights

The Company shall have the rights set out in sections C.1 and C.2 below in connection with its Approved Software.

### 1. Designations and Logos

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

- the designation "FIBA Approved Software" (the "**Approval Designation**"); and
- the Approved Software logo shown in Schedule A.1 and/or such additional or replacement logo(s) as may from time to time be selected and notified by FIBA (the "**Approval Logos**"),

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

The Company 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 Software as such (and not the Company, distributor etc.) and (ii) that the Approved Software is produced by the Company (and not the distributor etc.). However, the Company shall inform its distributors, resellers and/or dealers about the restrictions of this section C.1, which apply *mutatis mutandis* to them, and ensure that they likewise comply with those restrictions.

Except as set forth in these Regulations, the Company 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 FIBA Equipment & Venue logo or the FIBA 3x3 corporate logo and, for the avoidance of doubt, shall not be entitled to refer to any Approved Software as being an "official" product or service of, or "endorsed" by, FIBA or the Centre.

The Company's use of any Approved Designation or Approval Logo shall comply at all times with these Regulations, the Software Approval Agreement and any other guidelines issued by FIBA from time to time.

To ensure compliance with this section C.1 and for brand assurance purposes: (i) each and every use of an Approval Designation or Approval Logos shall be subject to the prior written approval of the Centre and (ii) the Company must not release any materials incorporating any Approval Designation or Approval Logos without having obtained such prior approval.

In case of repeated or continuous non-compliance with this section C.1, FIBA can impose on the Company a contractual penalty of CHF 5,000 per case of non-compliance; provided that no such imposition shall affect any other rights or remedies FIBA may have under these Regulations, the Software Approval Agreement or in law.

## 2. *Other Rights*

The Company 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 Software;
- regular updates on FIBA-related information that may be of interest to the Company;
- a listing of all of its Approved Software on the Centre's section on the official website of FIBA (currently <https://www.fiba.basketball/equipment-and-venue>);
- a news item to announce the Company's inclusion in the Equipment & Venue Centre programme and/or to highlight a new project or product development, communicated through FIBA's relevant communication channels;
- support in making connections with other Approved Software Companies and Approved Equipment Manufacturers (within the meaning of the FIBA Approval Programme for Basketball Equipment Regulations 2024-2027), including facilitation of market trials;
- 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;
- if FIBA establishes a booth presence at relevant national or international trade fairs during the Term, and deems it appropriate, the opportunity to promote its Approved Software under terms and conditions to be specified by the Centre.

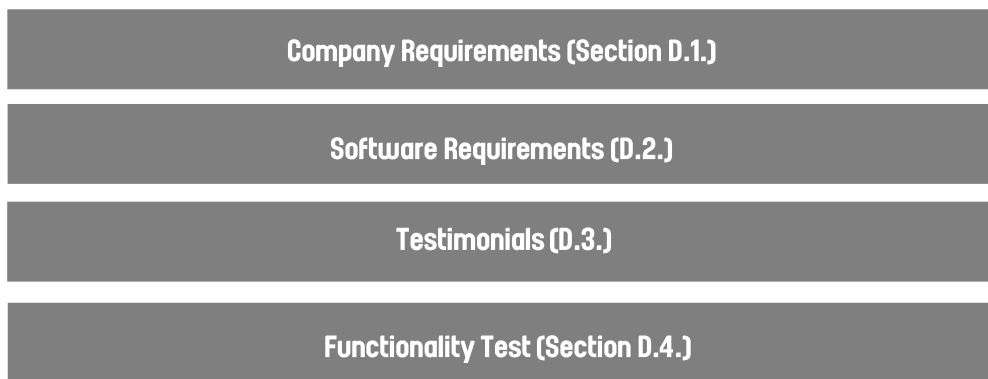
## 3. *Qualification for use in FIBA National Team and Club Competitions / FIBA 3x3 Official Competitions*

In accordance with article 1-106 FIBA IR, FIBA National Team and Club Competitions shall be played only with Approved Equipment/Software, as far as certain categories are concerned. Currently, these categories include Instant Replay Systems and Whistle Controlled Timing Systems.

As a result, the Company's Approved Software in the Instant Replay Systems and Whistle Controlled Timing Systems categories qualifies for use in these FIBA National Team and Club Competitions. Note, however, that approval does not guarantee that Approved Software will be used in FIBA National Team and Club Competitions and that the use of Approved Software may be based on a tender, at FIBA's absolute discretion. FIBA reserves the right to sign specific supplier contracts.

#### **D. Approval Requirements**

To gain approval, the Company and the Submitted Software must meet the requirements outlined in Sections D.1. to D.4.



##### **1. Company Requirements**

An Applicant shall:

- be the entity that manages the creation of its Submitted Software. For the avoidance of doubt, distributors, resellers and dealers do not satisfy such requirement of control;
- have the full right, power and authority to produce, sell and otherwise distribute the Submitted Software without interfering with the intellectual property or other rights of any third party and without breaching any of its other contractual obligations;
- be in good financial standing;
- not (and each of its Relevant Affiliates shall not) have materially or repeatedly: (i) breached any contractual obligation (including, payment obligations) towards FIBA, any FIBA Zone, any subsidiary or other affiliates of FIBA, or any Related Organisation, (ii) violated any of the intellectual property rights of FIBA, any FIBA Zone, any subsidiary or other affiliate of FIBA, or any Related Organisation, or (iii) collected, recorded, transmitted, distributed (or otherwise used) any Unofficial Content (any conduct described in (i) to (iii) being referred to herein as “**Unauthorised Conduct**”) in each case, in the past four (4) years. In the case of actual, pending or threatened litigation or arbitration, FIBA may in its reasonable discretion provisionally determine, for the purposes of this section D.1, if any Unauthorised Conduct has occurred; and 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 Unauthorised Conduct 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 determines in its reasonable discretion that Unauthorised Conduct has occurred, and a final decision by a court or arbitral tribunal of competent jurisdiction comes to a different conclusion);

- ensure that all operations, including those conducted by third parties involved in the creation of the Approved Software, including hardware if applicable, 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 Equipment & Venue Centre section of the FIBA Website;
- 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.

For certain Software Categories, the Centre may request the Company to maintain a product liability insurance, with a geographical and financial coverage deemed suitable by the Centre in its sole discretion.

## 2. *Software Requirements*

The Centre shall approve Submitted Software that, according to its sole opinion, supports the basketball community and its members in either the development or operation of the sport.

In addition, the Submitted Software shall comply with the most recent version of the Handbook as updated from time to time. The Handbook includes Universal Software Requirements that apply to all Software Categories and, for certain categories of software, additional Category Specific Requirements.

## 3. *References*

The Company shall provide two or more references from a national member federation, elite club or relevant FIBA representative, related to its Submitted Software.

For new & innovative products, the Centre may consider Submitted Software based on product demonstration and/or trial evidence and/or a proven track record in the applicable market.

## 4. *Functionality Test*

The Company shall provide the Centre with access to the Submitted Software free of charge. This access may in the form of a demo or trial version of the Software.

For Submitted Software, where additional set-up or equipment is required, the Centre may request that the Submitted Software is tested in a competition environment at cost of the Company.

In both cases, the Centre will evaluate, in its sole discretion, whether the Submitted Software performs the desired functionality.

## **E. Standard Approval Procedure**

The procedure for obtaining Approval is as follows in this Section E:

### 1. *Applicant Software Questionnaire*

A New Applicant must submit the following materials to the Centre so that the Centre can determine whether the New Applicant meets all the relevant Company and Software Requirements,

- a fully completed, signed and certified Applicant Software Questionnaire (Schedule B);

- copies of all supporting materials requested in the Applicant Software Questionnaire (Schedule B);
- 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 Application Questionnaire, FIBA may levy a fine of CHF 1,000 (payable to FIBA), refuse to grant any Approval to the New Applicant within the next twelve (12) months and/or withdraw any Approval. No such step shall affect any other right or remedy that FIBA may have under these Regulations, the Software Approval Agreement, or in law.

## 2. *Additional Testing of the Submitted Software*

If applicable to the relevant Software Category, the Centre will request that the Software is tested in accordance with the Category Specific Requirements outlined in the Handbook (section D.2.), and/or a Functionality test (section D.4.).

Depending on the Software Category, the Centre will request that the Company submits the Submitted Software for testing to:

1. a FIBA Accredited Test Institute. The Applicant may choose any of the FIBA Accredited Test Institutes that are accredited for the relevant category; or
2. an independent and well-established (in the Centre's sole opinion) test institute of the Company's choice.

In each case, 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 test institute by the Company. Such testing is subject to a separate agreement between the Applicant and the test institute; FIBA are not a party to such agreement and does not accept any responsibility for the services provided by the test institute.

The details regarding the testing procedures and requirements, are defined in the Handbook.

It is strongly recommended that New Applicants first complete and submit the Applicant Software Questionnaire before initiating the additional testing.

## 3. *Software Approval Agreement / Certificate of Approval*

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

- one (1) fully signed copy of the Software Approval Agreement for its records; and
- the "Certificate of Approval", upon receipt of which the Approval is deemed granted.

The Software Approval Agreement will set out the rights and obligations of the Centre and the Company.

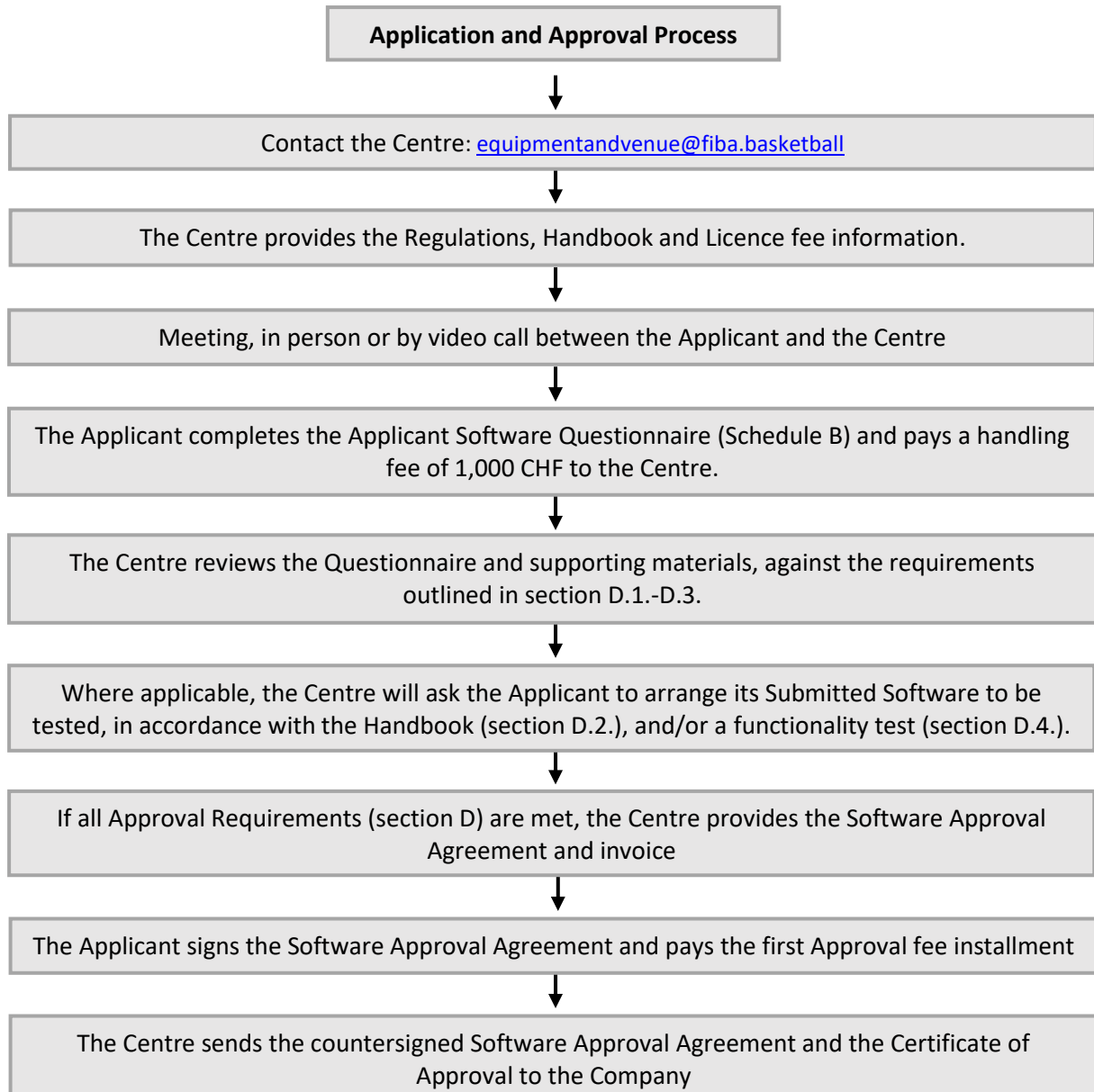


#### 4. Licence Fees

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

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

The procedure is visually depicted below.



## **F. Duration of Approvals & Testing Results**

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

- the Approved Software is not modified in any way that affects the nature or scope of services covered or targeted customer base (or the Centre waives the requirement of re-testing pursuant to section F.1. below);
- the Software Approval Agreement is not terminated; and
- the Approval is not withdrawn in accordance with these Regulations (including section F.2. below).

### **1. Modifications to Approved Software**

If any material change affecting the nature or scope of services covered by the Approved Software is made, the Company must inform the Centre and submit the Approved Software for re-testing, if applicable.

The Company may request that the Centre, waive this requirement or reduce the amount of re-testing that is required, if the change(s) is minor. If the Company makes such a request, it shall send the Centre a precise explanation of the change(s) that has been made.

### **2. Software Inspection during the Term**

Companies shall ensure that, throughout the Term, they continue to meet the Approval Requirements in Section D. In order to determine whether the Approval Requirements are continuously met, the Centre may, at any time, request a test account to be provided to FIBA and/or a FIBA Accredited Test Institutes.

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

The Company shall reimburse FIBA for the costs of any software inspection, only if such software inspection reveals non-compliance with the Approval Requirements. Also, the Company shall cover the costs of any follow-up test or inspection aimed at confirming the alleged elimination of that non-compliance.

Reluctance or incapability to eliminate the non-compliance with the Approval Requirements may result in withdrawal of the Approval for the Approved Software concerned and/or termination of the Software Approval Agreement.

## **G. Advisory Commission**

The Centre may establish a working group including one or more representative(s) from the Software Categories to be part of the consultative body for the Centre in relation to the Approval Programme (the “Advisory Commission”) to provide industry perspective on the operation thereof. In principle, the Advisory Commission shall convene once a year or as otherwise requested by the Centre. The Advisory Commission member may be nominated by the Centre or by Companies from the same category and selected by the Centre.

## **H. Data Ownership**

The Company shall acknowledge and agree that if the Approved Software is used by FIBA at FIBA National Team and Club Competitions or FIBA 3x3 Official Competitions, that it shall not have the right to exploit the Data & Other Content from those competitions. The Company shall further acknowledge and agree that FIBA shall be the sole and exclusive owner of such Data & Other Content and therefore, the Company shall make such Data & Other Content from the FIBA National Team and Club Competitions or FIBA 3x3 Official Competition, available to FIBA free of charge, unless additional or opposing terms are agreed between FIBA and the Company prior to the competition.

## **I. National Federations, Leagues, Clubs and Other Organisations**

Subject to contract and provided that the user respects the applicable conditions of usage, the usage of the Approved Software shall not be refused to any National Federation member of FIBA, league, club and/or team as well as any other relevant or affiliated association or organisation (such as, for example, an organisation officially recognised by FIBA under the FIBA General Statutes and Internal Regulations), without good reason.

## **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.

## Schedule A

### Logos

#### 1. Approved Software Logo

Landscape orientation:



Portrait orientation:



## Schedule B

### FIBA Approval Programme for Basketball Software Applicant Questionnaire

Each New Applicant seeking Approval of basketball software is required to complete this questionnaire and submit it to the FIBA Equipment & Venue Centre, together with all other requested materials.

## 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	Please specify the Applicant's current ISO certifications (if any) and attach copies of such certifications.
6	Please attach a statement issued by the Applicant's auditors confirming that the Applicant is financially healthy. If it is not possible to provide such an auditor's statement, please attach a statement issued by the Applicant's bank.
7	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.
8	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 Software

<b>9</b>	Please enter the name of each Software product the Applicant is seeking Approval for and select the relevant Software category.	
Product Name	Product Category	Product description
Please attach background information in relation to each software product, including technical specifications, sales literature (e.g. brochures, catalogues and technical leaflets) and user manuals. Technical specifications will be treated confidentially.		

<b>10</b>	Does the Applicant manage the creation of each of the software products referred to in response to item 9? 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
<b>11</b>	If any third parties are involved in producing the Submitted Software products referred to in item 9, including the manufacture of hardware parts, please specify the details below:	
Product Name:	Third party name and address:	Description of involvement:

<b>12</b>	Does the Applicant own a patent or other Intellectual Property (IP) Registration for all or any of the software products referred to in response to item 9?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, 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:
<b>13</b>	<b>Terms &amp; Conditions:</b> Provide a copy of the terms and conditions of all Submitted Software and corresponding services.		
<b>14</b>	<b>Operating Systems:</b> Describe the operating systems, PU and processor speed, GPU and video memory, system memory, storage space, available ports, bandwidth, etc, which the submitted software product(s) can run on.		
<b>15</b>	<b>Security:</b> Describe the security measures in place for the Submitted Software to secure its data, system, users and devices (SSL, multi-factor authentication, segregation of rights, etc).		
<b>16</b>	<b>Availability of support:</b> Is there a dedicated, free to use, support service with proper recording and tracking of customer support tickets available for the users of each Submitted Software product? If No, please attach a description of the support service(s).		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>17</b>	<b>Language:</b> Please specify the available language(s) of the user interface of each Submitted Software product.		



<b>18</b>	<b>Availability of data:</b> Describe how a user of the Submitted Software can access their Data and Other Content, including the program interface, conditions of use and any associated costs.

## Section 3: References and Testimonials

<b>19</b>	Please provide the contact details of <b>at least 3</b> references, including at least 1 reference for each Submitted Software product. If applicable, provide references from elite teams or competitions. For new & innovative products, the Equipment & Venue Centre may consider Submitted Software with no or limited references based on product demonstration and/or trial evidence.
	Note that references can include Teams, Clubs, Leagues, National Federations, Performance Centres, Venues, Dealers & Distributors, Elite players/Coaches/Trainers, or other.

Reference 1			
Software Product			
Type of reference			
Name of Club/ League/Venue etc.	Date of Supply		
City/State	Supply Quantity		
Country			
Description			
Contact	Name and Job Title	Phone Number	Email Address

Reference 2			
Software Product			
Type of reference			
Name of Club/ League/Venue etc.	Date of Supply		
City/State	Supply Quantity		
Country			
Description			
Contact	Name and Job Title	Phone Number	Email Address

Reference 3			
Software Product			
Type of reference			
Name of Club/ League/Venue etc.		Date of Supply	
City/State		Supply Quantity	
Country			
Description			
Contact	Name and Job Title	Phone Number	Email Address
Reference 4			
Software Product			
Type of reference			
Name of Club/ League/Venue etc.		Date of Supply	
City/State		Supply Quantity	
Country			
Description			
Contact	Name and Job Title	Phone Number	Email Address
Reference 5			
Software Product			
Type of reference			
Name of Club/ League/Venue etc.		Date of Supply	
City/State		Supply Quantity	
Country			
Description			
Contact	Name and Job Title	Phone Number	Email Address

<b>20</b>	<p>Please submit one or more testimonial(s) from a national member federation, elite club or FIBA director, related to the Submitted Software.</p> <p>For new &amp; innovative products, the Equipment &amp; Venue Centre may consider Submitted Software without a testimonial based on product demonstration and/or trial evidence.</p>
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## Section 4: Further Information

<b>21</b>	To help us better understand your company, please answer the below:	
	Does the Applicant have an initiative connected to gaming or product gamification features?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the product allow for interaction between users, such as competitions or events (whether digital or physical)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the product allow for integration with other software tools?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please provide more details below or as an attachment.	

## Section 5: Applicant Declaration

22	The Applicant has the full right, power and authority to produce, sell and otherwise distribute each of the products referred to in response to item 9 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
23	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
	If false, please describe the circumstances of the breach(es) or the actual, pending or threatened litigation or arbitration:
24	All of the Applicant's operations and those of each third party identified in response to question 9 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 (including the guiding principles) and the principles embodied therein:
	<input type="checkbox"/> True <input type="checkbox"/> False
	If certification in relation to this Question 23 has been obtained by the Applicant, please attach a copy.
25	The Applicant and Submitted Software comply with their obligation under the EU General Data Protection Regulation (GDPR) and any other applicable Data Protection Laws and regulations, in countries or territories where their products and solutions are available.
	<input type="checkbox"/> True <input type="checkbox"/> False
26	All Submitted Software has defined Service Level Objectives (SLO) which are, and will continue to be, monitored on a regular basis and necessary operational measures will be taken to ensure they are met.
	<input type="checkbox"/> True <input type="checkbox"/> False
27	All Submitted Software uses adequate security measures to secure its data, system, users and devices.
	<input type="checkbox"/> True <input type="checkbox"/> False

28	<p>Appropriate business continuity, backup and recovery procedures are in place in order to ensure data recoverability in the event of accidental data deletion, corrupted information or system outage.</p>
	<p><input type="checkbox"/> True   <input type="checkbox"/> False</p>
29	<p>All Submitted Software is subject to a defined and strictly implemented Release Management process that covers the management, planning, scheduling and controlling of the software development through every stage and environment involved, including testing and deploying software releases.</p> <p>Each new release shall be subject to a dedicated proactive communication to FIBA and all users of the Approved Software, with release notes detailing the changes and improvements made. (Any material change affecting the nature or scope of services covered by the Approved Software shall require the re-testing/approval of the software).</p>
	<p><input type="checkbox"/> True   <input type="checkbox"/> False</p>
30	<p>The conditions of usage of all the Submitted Software, including its pricing, is transparent and fair. (A description of the pricing model in relation to each Submitted Software shall be provided to FIBA. Any significant amendment shall be subject to prior approval by FIBA).</p>
	<p><input type="checkbox"/> True   <input type="checkbox"/> False</p>
31	<p>End-users and technical documentation (user-guides, tutorials, manuals, installation procedures, FAQ, etc) for each Submitted Software are available to users on-line, in at least English language.</p>
	<p><input type="checkbox"/> True   <input type="checkbox"/> False</p>
	<p>If false, please provide further details to explain if and how user information is conveyed:</p>



## Section 6: Signature

The Applicant certifies that all of the information included in this Questionnaire and all accompanying materials 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.

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

Applicant:

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Signature:

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Name:

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Job Title:

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Date:

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## Checklist and Additional Information

Please submit the completed questionnaire to the FIBA Equipment & Venue Centre ([equipmentandvenue@fiba.basketball](mailto: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, if applicable (Q5)
- Statement from auditor or bank (Q6)
- Company organigram (Q7)
- Company Group Chart, if applicable (Q8)
- Background information, regarding the Submitted Products (Q9)
- Patent or other IP registry documentation, if applicable (Q12)
- Terms and Conditions (Q13)
- Description of the support services, if answered "No" (Q16)
- Testimonials (Q20)
- WFSGI Certification, if applicable (Q23)
- Description of the pricing model (Q29)
- This Questionnaire

Please provide any additional information which relates to the above Questions 1-30 in the space below: