



# **SPORTS REGULATIONS**

## **Volleyball**

**Version: 3 November 2020**

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(OVERVIEW)**

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# **SECTION I    Status of Players, Teams, Leagues and Other Organisations**

These regulations apply equally to both genders. A reference to one gender (e.g. he) includes a reference to the other gender (e.g. she).

## **CHAPTER 1    Status of Players**

### **1.            ELIGIBILITY**

#### **1.1           SUPREME AUTHORITY**

The FIVB is the supreme authority in volleyball to decide all questions and disputes relating to the eligibility of players for national and international competitions.

#### **1.2           RIGHT TO DETERMINE PLAYERS' ELIGIBILITY**

Each National Federation has the right to determine the eligibility of its players subject to the provisions of the FIVB Constitution and Regulations.

#### **1.3           CRITERIA FOR THE ELIGIBILITY OF PLAYERS**

The eligibility of a player may be determined after taking into consideration the following criteria:

- a.    nationality;
- b.    age;
- c.    sex;
- d.    height (if applicable); and
- e.    other eligibility criteria.

#### **1.4           PLAYER PARTICIPATION IN A MATCH**

A player is considered to be in the match when:

- 1.4.1        his name is registered in the O-2bis Form, and
- 1.4.2        there is visual confirmation from the passport / ID (identification document) that the player is actually present.

### **2.            NATIONALITY**

#### **2.1           ELIGIBILITY TO PLAY FOR A NATIONAL TEAM**

Any person holding the nationality of a country, whether acquired at birth or later (by application or any other means), is eligible to play for the national team of the National Federation of the same country, provided that said National Federation is his Federation of Origin and that the conditions set out in these Regulations are fulfilled.

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## **2.2 ELIGIBILITY TO PLAY FOR A NATIONAL TEAM AFTER A CHANGE OF FEDERATION OF ORIGIN**

2.2.1 Only one (1) player having previously played for another national team of the same age category can be part of a team, for a given event.

2.2.2 The O-2bis Form and the player's International Transfer Certificate shall include the additional information of the player's former national team, where applicable.

## **2.3 ELIGIBILITY TO PLAY FOR A THIRD NATIONAL TEAM**

A player is not eligible to play for a third national team, nor may he return to the initial national team of his Federation of Origin after having changed his Federation of Origin (see also Article 5.1).

## **2.4 FIRST REGISTRATION IN OWN OR FOREIGN COUNTRY**

2.4.1 The Federation which is the first to:

- a. register the player in its national team for an FIVB, World or Official Competition through the final FIVB O-2bis Form, with the player's presence being certified by the Control Committee; or
- b. issue a national license for the player or otherwise register the player within its Federation in the season in which the player turns fourteen (14) years of age (or older if first registered after the age of fourteen (14));

is considered to be the player's Federation of Origin regardless of the player's nationality.

For purposes of this provision, the act of registering a player shall mean that the player has been registered to play in a volleyball competition for a club, team, school or other volleyball entity that is affiliated either directly or indirectly with the Federation.

2.4.2 If at the time of registration the player holds the nationality of another country only, he becomes eligible to play in the national team of his Federation of Origin immediately after obtaining the same nationality as his Federation of Origin.

## **2.5 PASSPORT**

All players wishing to participate in FIVB, world or official competitions, must present an individual passport issued by the competent authorities of the country they represent. The FIVB Board of Administration may establish different or additional requirements.

## **3. AGE AND GENDER**

### **3.1 AGE**

The FIVB has determined the following age categories:

- Girls' Under 18,
- Boys' Under 19,
- Women's Under 20,
- Men's Under 21,
- Men's and Women's Under 23.

## **3.2 GENDER**

### **3.2.1 Purpose**

The purpose of this regulation is to determine the eligibility of a player to participate in a gender category by balancing 1) the identification of an individual player with 2) the competitive balance of the competition category taking into account the interests of the other athletes competing in that category.

**3.2.2** The initial categorisation of a player's gender for purposes of eligibility shall be attested by the National Federations through the birth certificate of the player reflecting the player's gender assignment at birth and the first registration of the player in all disciplines of Volleyball. In the event that the birth certificate reflecting the player's gender assignment at birth does not match the first registration of the player in Volleyball, the player's initial categorisation for purposes of this regulation shall be based on the gender assignment at birth.

### **3.2.3 Change of Gender**

**3.2.3.1** A player may change the categorisation of his or her gender one time for purposes of eligibility in FIVB, World and Official Competitions organised by the FIVB or its Confederations if he or she can demonstrate to the comfortable satisfaction of the Gender Eligibility Committee that no competitive advantage is derived from such change based on the totality of the circumstances.

**3.2.3.2** As part of its "totality of circumstances" analysis, the FIVB can take into account any physiological (e.g. nature of the change, height, weight, BMI, muscle mass), medical (e.g. nature and time of change, sex change operation, testosterone levels, muscle receptor measurements, new scientific developments and discovery, etc.), sporting (e.g. sports performance in national leagues, position, experience participating in other gender) and any other considerations submitted by the player or requested by the Gender Eligibility Committee.

**3.2.3.3** The composition of the Gender Eligibility Committee shall consist of one legal expert and one medical expert appointed by the FIVB and one athlete appointed by the FIVB Athlete's Commission. There must be at least one male and one female member sitting on the Gender Eligibility Committee. It shall issue a reasoned decision as to whether or not it approves the change of gender.

#### 3.2.4 Eligibility to Play after a Change of Gender

Only one (1) player having previously played for another gender can be a part of a team for a given event unless otherwise decided by the FIVB.

#### 3.2.5 Applicability

For the avoidance of doubt, the application of this rule shall be limited to FIVB, World and Official Competitions organised by the FIVB and its Confederations. For national club competitions, each National Federation responsible for the registration of players for the club competition in its territory shall determine its own eligibility rules regarding gender.

#### 3.2.6 Appeal

An appeal against the rejection of a change request by the Gender Eligibility Committee may be submitted exclusively to the FIVB Appeals Panel within a period of fourteen (14) days from the notification of the decision. The procedure of the appeal shall be conducted in accordance with Section IV of the FIVB Disciplinary Regulations.

## 4. OTHER ELIGIBILITY RULES

### 4.1 GENERAL RULE

Any player who fulfils the requirements of the rules on nationality, age, gender and other criteria established by FIVB (and/or IOC, where applicable), is eligible for participation in FIVB competitions, including the Olympic Games and qualifying tournaments, on the condition that he complies with the principles of affiliation established by the respective National Federation and fulfils the conditions set out in these Regulations.

### 4.2 ELIGIBLE PLAYERS

4.2.1 An eligible player may receive, during the period of his preparation and his sports activity, material and financial assistance, either from sports organisations (National Federation, NOC, League, Committees or Clubs belonging to voluntary organisations recognized by his Federation), or from private or public institutions.

4.2.2 An eligible player may receive his country's support for preserving and raising the level reached in his studies and in his work within his community at the moment of his incorporation in a sports program.

4.2.3 Material assistance includes:

- a. board and lodging expenses;
- b. sportswear and equipment;
- c. travel expenses; and
- d. expenses for medical and dental treatment, physiotherapy, including therapeutic and psychological services and necessary medicine.

4.2.4 Financial help may be granted without limitation as follows:

- a. compensation to replace a justified loss of salary or a scholarship

- to continue his studies or to continue his professional career;
- b. pocket money;
- c. subscription to an insurance or pension plan whether governmental or private under the terms of the national law; and
- d. engagement by or endorsement for a sports, government, private organisation, or sports club.

4.2.5 No National Federation, club or player may demand any financial guarantee or special economic conditions to participate in FIVB competitions. Infringement of this rule is a basis for sanctions according to FIVB Regulations.

### **4.3 DECISIONS ON THE ELIGIBILITY OF PLAYERS**

The FIVB Board of Administration, or, in urgent cases, the Executive Committee/the President, decides on the application of the rules for the eligibility of players. It may ask the Legal Commission to study the case and submit recommendations.

## **5. CHANGE OF FEDERATION OF ORIGIN**

### **5.1 GENERAL**

A player's Federation of Origin may be changed only once. Changes of Federation of Origin may be approved only by the FIVB Executive Committee, upon proposal of the FIVB President, and provided that the right to be heard of the current Federation of Origin has been respected.

### **5.2 CONDITIONS**

A change of Federation of Origin (hereinafter "the Change") may be approved only if the following conditions are cumulatively met:

- 5.2.1 The player has established residence in the country of his new Federation of Origin (hereinafter "the new Federation") for a minimum of two (2) continuous years immediately prior to the time of filing the application for the Change.
- 5.2.2 The player has obtained the nationality of the country of the new Federation.
- 5.2.3 The player's Federation of Origin agrees to the Change.
- 5.2.4 The new Federation agrees to the Change.
- 5.2.5 The applicable administration fee for the Change has been paid to the FIVB (see Article 5.3 below).

In the event that the player's Federation of Origin does not agree to the Change under Article 5.2.3 and the wording of Article 5.2.3 notwithstanding, the FIVB Executive Committee shall have the unequivocal right to determine, in its sole discretion, whether the Change is reasonable and justifiable and to approve the Change, provided that the FIVB Executive Committee gives an opportunity to the player's Federation of Origin to explain the reasons for its disagreement.



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## 5.3 PROCEDURE

- 5.3.1 The following documents shall be submitted to the FIVB:
- a. One (1) original copy of the respective FIVB form (see [www.fivb.com](http://www.fivb.com)), duly signed and stamped by the player, his Federation of Origin and the new Federation; and
  - b. Proof of two (2) years continuous residence in the country of the new Federation. Residence means the place where the player “lives and sleeps” and can be found in the majority of the days of the year; and
  - c. Copy of the player’s International Passport of the country of the new Federation.
- 5.3.2 The administrative fee for a Change is CHF 15,000 (fifteen thousand Swiss Francs). If the player has played for a senior national team, the applicable administrative fee is CHF 25,000 (twenty-five thousand Swiss Francs).

## 5.4 SPECIAL CASES

- 5.4.1 If the player has never played for any national team and already had the nationality of the country of the new Federation at birth, the FIVB may approve the Change as follows:
- a. The conditions of Article 5.2 shall be met, except for the condition of 2-year continuous residence.
  - b. The documents mentioned under Article 5.3.1.a and 5.3.1.c above shall be submitted to FIVB, along with proof of when the player acquired the nationality of the country of the new Federation.
  - c. The applicable administration fee is CHF 2,000 (two thousand Swiss Francs). The FIVB Executive Committee shall have the right to waive the applicable administration fee if the player does not have the nationality of his original Federation of Origin.
  - d. The National Federations involved and the FIVB may agree that the Player’s transfers between the two (2) National Federations will be exempted from the payment of administration and transfer fees.
- 5.4.2 In case
- a. the player has established residence in the country of the new Federation for a minimum of eight (8) continuous years; and
  - b. the application for a Change is filed with the FIVB on or after the 1st of January of the calendar year during which the player turns 35 (for men) or 32 (for women); and
  - c. the conditions of Article 5.2.2 (nationality) as well as Article 5.2.4 (agreement of the new Federation) are met and the player’s Federation of Origin agrees to the Change,
- the condition of Article 5.2.5 (administration fee) shall be waived.
- 5.4.3 For the avoidance of doubt, the FIVB Executive Committee shall have the same right to review and approve a Change in the event that a player’s

Federation of Origin does not approve a Change as provided in the last provision of Article 5.2 above under this Article 5.4.

## **5.5 CONSEQUENCES**

- 5.5.1 Unless decided otherwise, the decision of the FIVB Executive Committee to approve the Change is effective from the day of its notification to the new Federation.
- 5.5.2 As of that date, the player shall have the same rights and obligations with players of the new Federation (e.g. he can directly compete in club competitions of the new Federation without a need for ITC). However, if the player has previously played for another national team, he will be eligible to play for a national team of the new Federation only after two (2) years have elapsed. This two-year period starts from the day that the complete application file, containing all required documents, is received by the FIVB.

## **6. TRANSFER OF PLAYERS**

### Note:

International transfers between two (2) National Federations belonging to the same Confederation are subject to the FIVB Regulations (which prevail over any Confederation's or any National Federation's regulations) but will be handled administratively by the respective Confederation. References to FIVB in the present Chapter shall be understood as referring to the corresponding Confederation, where applicable. With the previous written approval of FIVB, Confederations may adopt their own continental administrative regulations relating to the transfer of players among their National Federations. In case of doubt or controversy, FIVB's regulations and decisions shall prevail.

The FIVB remains, at all times, (a) responsible for transfers between National Federations belonging to different Confederations; (b) the ultimate authority as regards the interpretation and application of these Regulations around the world; and (c) the sole authority competent to decide any and all transfer disputes arising from the interpretation and/or application of these Regulations around the world, including cases of international transfers between National Federations within the same Confederation.

### **6.1 GENERAL PRINCIPLES**

- 6.1.1 In order to safeguard the technical and administrative authority of each National Federation in regulating and promoting the practice of Volleyball according to the principles of equality, fair play and fair competition in its country, the approval of International Transfer Certificates (ITCs) will be based on the following principles:
- a. National Federations may organise, with the approval of the FIVB, their own professional Leagues and authorize their players to play in a local or foreign professional League recognised by the FIVB. The National Federation shall be responsible for registering all players playing for clubs within their territory in the FIVB's Volleyball Information System (VIS).

- b. The National Team period is from 16 May to 15 October. During this time, national team competitions shall have priority in the calendar. National Leagues may operate during this time only subject to the approval of the FIVB if the territory in which the national league is based is not participating in international competitions or the player in question is not participating in international competition. National Leagues shall not be entitled to operate for fourteen (14) days before the day of the first match of and fourteen (14) days after the day of the last match of any national team competition(s) in which the national team of the territory of the National League is competing unless otherwise approved by the FIVB.
- c. National Federations are competent to determine, in accordance with the FIVB Regulations, the composition of all affiliated clubs participating in their recognized National Leagues.
- d. National Leagues are in principle composed of clubs with players whose Federation of Origin is the same as that of the club. National Leagues shall operate in accordance with the decisions made by their National Federation.
- e. National Federations may allow their affiliated clubs to register an unlimited number of players from another Federation of Origin on condition that they possess an ITC approved by FIVB.
- f. These Regulations balance the freedom of contract of clubs and players with the recognition of the contribution made by National Federations, its clubs and Confederations in the development of individual players.
- g. In all cases, contractual terms between a player and a club shall not implicitly or explicitly deviate from the provisions of these Regulations. In its sole discretion, the FIVB may require that a player or club provide a copy of said contractual terms in order to properly enforce these Regulations (e.g. multi-year ITCs, determinations of a maximum fee, etc.).
- h. In all cases, all Volleyball teams and players registered by a club with its National Federation must play in accordance with, and be subject to, the National Federation, Confederation and FIVB Regulations.

#### 6.1.2 Rights of the National Federations

National Federations have the right to protect the integrity of their affiliated players and clubs and determine the procedure for the national transfer of players. They may establish national regulations for the transfer of players to foreign clubs, provided that such rules are supplementary to and not against the provisions of the FIVB Sports Regulations. In the event of discrepancy, the FIVB Sports Regulations shall prevail.

- 6.1.3 Rules for international transfers
- Players and clubs must abide by the rules of their National Federations for national transfers and by the FIVB Regulations for all international transfers.
- 6.1.4 Players subject to transfer procedure
- These Regulations apply to all international transfers of players who are either licensed by or members of a National Federation affiliated to the FIVB.
- 6.1.5 Compulsory transfer formalities
- The transfer procedure laid down in this Chapter is compulsory and applicable to all international transfers.

## **6.2 TRANSFER PROCEDURE**

An International Transfer Certificate system (hereinafter "ITC system") is in place on the FIVB website and is only accessible to the FIVB, Confederations, National Federations, Clubs and Players, through a password provided by the FIVB. The following procedure shall be strictly applied to the international transfers of players:

- 6.2.1 A club (hereinafter "Receiving Club") interested in a player with a different Federation of Origin:
- a. informs its own National Federation (hereinafter "Receiving Federation") of the name, age, address and Federation of Origin of the player, and
  - b. requests permission from the Receiving Federation to proceed with the transfer.
- 6.2.2 The Receiving Federation verifies if the Receiving Club complies with its statutes and meets the requirements established by the FIVB and, if it does not find any impediment, confirms its agreement in the ITC system.
- 6.2.3 The Receiving Club negotiates the financial and transfer conditions for the transfer of the player with his or her Federation of Origin and, if the player is under a written, legally binding contract with a club beyond the scheduled transfer date (hereinafter "Current Club"), then also with his or her Current Club. The potentially applicable fees are defined in Article 6.3 below.
- 6.2.4 Once all of the involved parties (including the player) have confirmed their agreement in the ITC system and the electronic template for transfer certificates has been completed, the Receiving Club pays the applicable International Solidarity and Administration Fee to the FIVB (see Article 6.3.2 below).
- 6.2.5 After all data has been verified by the FIVB Legal and Transfers Department and the receipt of the International Solidarity and Administration Fee in the account has been confirmed by the FIVB Finance Department, the FIVB registers the ITC number in the same electronic template and delivers the ITC authorizing the transfer of the player.

In the event of multi-year ITCs, the suspension of the ITC (see Article 6.5.1.5 below) shall be released and the ITC delivered upon receipt of the payment of the International Solidarity and Administration Fee for each respective season.

6.2.6 The FIVB generates the ITC and sends a copy of it, in PDF format, to:

- a. The Receiving Confederation,
- b. The National Federations (of Origin and Receiving),
- c. The Clubs (Current, if any, and Receiving),
- d. The Player, and
- e. The Confederation of Origin.

6.2.7 Immediately upon receipt of the PDF with the ITC duly completed for each season, the player may be registered by the Receiving Federation and Confederation for that season.

6.2.8 Special provisions for young players:

6.2.8.1 Transfer of minors

- a. International transfers of players are limited as follows before the relevant season during which they turn eighteen (18).
  - i. International transfers of players below the age of fifteen (15) are not allowed except if the interested parties establish that the transfer has no links to volleyball (e.g. family relocation due to parents' change of workplace).
  - ii. The FIVB may authorize the transfer of a player between the ages of fifteen (15) and seventeen (17) if the following conditions are satisfied:
    1. The parents of the minor agree to the transfer;
    2. The schooling of the minor is guaranteed, and proof of such schooling is submitted;
    3. The residence of the minor is guaranteed by the Receiving Club or his family and proof of residence is submitted;
    4. The supervision of the minor by an adult is guaranteed through a parent or legal guardian, a family member or a chaperone agreed upon by the parents and the Receiving Club; and
    5. An agreement by the Receiving Club to pay for the travel of the minor back to his home country if the minor's parents live outside of the country of the Receiving Club upon

conclusion of the season or termination of the transfer.

- iii. Minor transfers granted in accordance with the above provision shall be limited to one season. A Receiving Club will have to re-apply for a minor transfer annually.
- b. No International Solidarity and Administration Fee shall be paid to FIVB for transfers authorised under paragraph (a) above. In case the parties involved cannot agree on the Federation of Origin Solidarity Fee to be paid to the Federation of Origin, the FIVB will determine the amount of the fee in accordance with Article 6.3.3(c) and Appendix C.
- c. A violation of the transfer of minors provisions above by a club shall be considered a major offence and result in an automatic prohibition of registering and lining-up of any players requiring an ITC in any competition, including any National League competitions, as well as any other sanctions applicable under the FIVB Disciplinary Regulations, which may be applied more than once and cumulatively.

## 6.3 FEES

### 6.3.1 Definitions

For purposes of these Regulations, there are three potentially applicable fees that could be payable as defined below:

- a. “International Solidarity and Administration Fee” shall mean the fixed fee defined in Appendix 1 of the FIVB Financial Regulations payable to the FIVB (or to the respective Confederation) by the Receiving Club, which shall cover the FIVB’s expenses and shall also be redistributed to volleyball entities responsible for the development of a player in accordance with Article 1.5.2 of the FIVB Financial Regulations.
- b. “Federation of Origin Solidarity Fee” shall mean the fee payable to the Federation of Origin by the Receiving Club to support Volleyball development programs, including training compensation to the clubs responsible for developing the player who is transferring.
- c. “Transfer Fee” shall mean the fee payable by the Receiving Club to a club to buy out its rights to the player’s services under a legally binding contract.

### 6.3.2 International Solidarity and Administration Fee to FIVB

- a. The Receiving Club shall pay an International Solidarity and Administration Fee to the FIVB for the international transfer of a player. For multi-year ITCs, the International Solidarity and Administration Fee to the FIVB shall be payable for each season

of the international transfer of the player.

- b. For the scale of International Solidarity and Administration Fees, refer to the Appendix to the FIVB Financial Regulations. The International Solidarity and Administration Fees payable for “International Rights” transfers shall assist in covering the solidarity and administration of “No International Rights” transfers.
- c. Parties cannot contest the categorisation of their National Federation under these Regulations. Once entered into the VIS system by a National Federation and approved by the FIVB, the divisions of the National League in their territory, a National Federation may only contest the divisions of their National Leagues if there is a change in the divisions of the leagues, e.g. the creation of a new division, etc. Said National Federation shall bear the burden of proving to the FIVB that such change justifies a change of the divisions of the National League in the VIS System.

### 6.3.3 Federation of Origin Solidarity Fee

- a. As a principle, the Federation of Origin Solidarity Fees are designed to encourage programs for the continued growth of Volleyball within the Federation of Origin through the international transfer of players developed within the infrastructure of the Federation of Origin. However, such principle must also be balanced with the player’s right to work and earn a living based on the skills that he or she has developed.
- b. The Federation of Origin Solidarity Fee and its payment schedule shall be negotiated and agreed upon the Receiving Club and the Federation of Origin in writing within the parameters defined in these Regulations. When negotiating the Federation of Origin Solidarity Fee, the Federation of Origin and Receiving Club shall take into account the following criteria:
  - i. Level of experience of the player including age, length and consistency of the volleyball career (National Team experience, previous transfers, injuries, disciplinary record, etc.), overall performance as per publicly available statistics.
  - ii. Positive contribution of the Federation of Origin towards the player’s Volleyball career.
  - iii. Length of the transfer.
  - iv. Previous Federation of Origin Solidarity Fee(s) for the player.
  - v. Level of the Federation of Origin.
  - vi. Level of the Receiving Club and relevant league.
  - vii. Level of the Receiving Federation.
- c. In all cases, the Federation of Origin Solidarity Fee shall not exceed

the maximum amounts provided in the Appendix C to these Regulations. In the event that the transfer is exempted from the payment of an International Solidarity and Administration Fee (see Appendix 1 to the FIVB Financial Regulations), no Federation of Origin Solidarity Fee shall be payable to the Federation of Origin.

- d. To the extent that an agreement on the Federation of Origin Solidarity Fee cannot be reached by the Receiving Club and impacting a contract already signed by the player and the Receiving Club resulting in the Federation of Origin blocking the issuance of the player's ITC, a party may request the FIVB's intervention to decide on the applicable Federation of Origin Solidarity Fee in accordance with the procedure defined in Appendix D to these Regulations.
- e. In the event that the Federation of Origin refuses to sign the ITC by either refusing to negotiate with the Receiving Club or refusing to accept the FIVB's decision on the Federation of Origin Solidarity Fee, the FIVB may approve the ITC without the consent of the Federation of Origin if the ITC is not signed within forty-eight (48) hours before the start of the Receiving Club's first match in the season in which the transfer pertains.
- f. Each Federation of Origin shall adopt a distribution system for the Federation of Origin Solidarity Fee that provides support to those clubs that contributed to the development of the player who was subject to the transfer in which the Federation of Origin Solidarity Fee was paid.
- g. Bilateral transfer agreements waiving Federation of Origin Solidarity Fees
  - i. Two (2) National Federations may reach an agreement under which transfers of players from one National Federation to the other will not require payment of Federation of Origin Solidarity Fees to the player's Federation of Origin. For the avoidance of doubt, the International Solidarity and Administration Fee payable to the FIVB (or to the respective Confederation) and the ITC procedure cannot be waived by an agreement between National Federations.
  - ii. A bilateral agreement enters into force only after written approval by the FIVB.
  - iii. Each National Federation may not conclude more than three (3) bilateral agreements.

#### 6.3.4 Transfer Fee

- a. A Current Club is a club that has a signed written contract with a player that is legally binding beyond the date of a proposed



transfer.

- b. Should a player wish to permanently transfer to a new club within the duration of his or her contract with his or her Current Club and the current contract is still legally binding, the Current Club may request the payment of a transfer fee as compensation to buy the Current Club out of its contractual rights over the services of the player under a legally binding contract.
- c. In the event that the player and the Current Club have a dispute over whether they are bound by a legally binding contract, Article 6.10 below shall apply.

## **6.4 INFORMATION ON THE ITC**

The following information shall be included in the ITC:

- the player's full name and sex;
- date of birth;
- current nationality;
- passport number and country of issue;
- Federation of Origin;
- Current Club (if any);
- Receiving Federation and Club;
- Former national team (for players having changed their Federation of Origin)
- Player's release for duty for his/her national team (10 (ten) days prior to the beginning of the FIVB, World or Official Competition);
- duration of transfer, and
- approval by the player, his Current Club (if any), the Receiving Club and both National Federations.

## **6.5 DURATION OF THE ITC**

### **6.5.1 Mention of the duration**

- 6.5.1.1 An ITC can be granted in accordance with the duration of the player's contract with the Receiving Club for a period of up to a maximum of five (5) consecutive National League seasons. The starting and ending date of the transfer must be indicated on the ITC. In any case, the ITC will finish fourteen days (14) before the start of the National Team season following the last season for which the ITC was approved unless the FIVB has approved the operation of the National League during the National Team period in which case it shall be the last day of the season.

6.5.1.2 National Leagues and Clubs are obliged to respect the conditions established in the ITC.

6.5.1.3 All Clubs are obliged to release players under FIVB ITC at least fourteen (14) days before the start of the National Team period to allow for a rest for the players and, subsequently, to play with their respective National Team during the National Team period unless otherwise approved by the FIVB.

6.5.1.4 ITCs, regardless of the transfer period stated, are suspended during the National Team period unless otherwise approved by the FIVB.

6.5.2 Enforcement of transfer for the whole transfer period

Unless otherwise agreed on the ITC, the Federation of Origin may only reclaim the player during the National Team period before the end of the transfer period. Following the end of the transfer period, the player is automatically free to play for another club, subject to the provisions of these Regulations.

6.5.3 Duties of the Receiving Club and Federation

- a. The Receiving Club and Federation may not prolong the player's license to enable him to play longer than the duration of the transfer period.
- b. In the event of non-compliance with paragraph (a) above, the FIVB may impose sanctions on the player and/or the Receiving Club and/or the Receiving Federation and League.

6.5.4 Return to the Federation of Origin

At least fourteen (14) days before the start of the National Team period in each season, the player's license is automatically suspended and, once the National Team period starts, his license is assigned to his Federation of Origin for national team duty until the end of the National Team period unless the FIVB decides otherwise due to exceptional circumstances (e.g. prolonged competition period due to event cancellation, etc.). All ITCs shall be deemed suspended until the end of the National Team period. The FIVB may, in its sole discretion, allow ITCs during the National Team period in territories in which its national teams are not competing.

6.5.5 New transfer after the transfer period

A new ITC is always required at the end of the transfer period, unless the player returns to play for a club in his Federation of Origin. A new ITC is required also in the event that the player wishes to continue playing at the same Receiving Club or at a different club of the same Receiving Federation after the initial transfer period has finished. In any event, the restrictions of Articles 6.1.1.b and 6.5.1 with respect to the National Team period apply.

**6.5.6 New transfer within the transfer period****6.5.6.1 Premature Termination of the Contract**

Should the contractual relationship between Receiving Club and player end during the Transfer period, the FIVB must receive a release letter signed by both parties (Receiving Club and player) indicating the date of the termination. Only after receipt of this documentation may the player be permitted a new international transfer (in case of dispute or if otherwise stipulated in the player's contract, refer to Article 6.10.1).

**6.5.6.2 Short Term Assignment of ITC (Loan)**

In the event of a multi-year ITC granted in accordance with the provisions above, the Current Club may agree to assign the ITC of a player, subject to the agreement of the player, to another club for the duration of up to one (1) National League season at any time while it has a valid ITC for the player subject to the provisions in this Article, including the restrictions related to the National Team period. The club receiving the player on assignment may not assign the ITC to a third party without the prior consent of the FIVB and the Current Club.

**6.6 CHANGE OF RESIDENCE**

6.6.1 The change of a player's residence to another country, whether voluntary or not, still requires the player, the Receiving Federation and the Receiving Club to follow the established transfer procedures as set out in these Regulations.

6.6.2 Players who have nationality problems, refugees, or players who have completed two (2) years' proven inactivity may be allowed to play in national and/or international competitions under the FIVB umbrella with club teams of their new country of residence before they obtain the nationality of their new country and/or satisfy other legal requirements. In such cases, the FIVB shall act as the player's Federation of Origin for the purposes of the transfer.

**6.7 VALIDITY OF TRANSFER AND TRANSFER VIOLATIONS****6.7.1 Validity**

A transfer is only valid when:

- a. the ITC has been issued in compliance with these Regulations;
- b. the Receiving Federation is up to date with its financial obligations towards the FIVB; and
- c. there is no prior application for ITC in process of approval or another ITC in effect for the same player.

**6.7.2 Lack of ITC**

A player who plays outside his Federation of Origin without a valid ITC shall be suspended for a period of up to one (1) year as well as any other potential sanctions applicable under the FIVB Disciplinary Regulations.

Control Committees of Volleyball tournaments, including Continental competitions, shall carefully examine the transfer certificates of foreign players on a club team and notify the FIVB in case of violation or unclear situation.

**6.7.3 Further consequences in cases of violation**

Sanctions may also be applied to those National Federations and clubs which have violated the established transfer procedure or have not fulfilled the conditions agreed upon in the ITC.

(see also Article 1.4.4 of the FIVB Financial Regulations and Article 14 of the FIVB Disciplinary Regulations)

**6.8 NATIONAL LAW****6.8.1 Local decisions**

Decisions concerning international transfers of players based on domestic laws or regulations and against the rights of a (foreign or local) National Federation or against the FIVB Constitution or Regulations are not binding on the FIVB.

**6.8.2 International participation**

Whenever a local court gives a player the right to a local license based on national law and against FIVB Regulations, the FIVB organs (including Confederations) must not grant an international license and must prevent that player from taking part in any international competitions under their authority.

**6.8.3 After notice from the FIVB, other affiliated National Federations must not allow a team which has a player who has not complied with the FIVB Regulations to play in their territory.****6.8.4 Clubs or players shall seek recourse to settle transfer disputes amongst themselves or within the FIVB's internal dispute systems, such as the FIVB Appeals Panel.****6.9 FIVB REGISTER**

The FIVB shall keep a complete electronic register of all international transfers and national registrations.

**6.10 CONTRACTUAL RELATIONS****6.10.1 Subject to the Receiving Club's obligation to release players for National Team competitions (Articles 6.1.1.b, 6.5.1 and 7.3.5), the Receiving Club may retain the player's ITC until the end of the transfer period. If the player requests to transfer during this period, the FIVB shall intervene, after**

hearing both parties, to decide whether there is a valid contract binding the player with the Receiving Club until the end of the transfer period.

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## CHAPTER 2 Status of Teams, Leagues and Other Organisations

### 7. TEAMS

#### 7.1 NATIONAL TEAM

- 7.1.1 The team selected by its National Federation and authorized to bear its country's name is considered the national team.
- 7.1.2 The national team must not include foreign players, in accordance with Section I, Chapter II Article 5 of the FIVB Event Regulations and Section I, Chapter 1 of these Regulations.
- 7.1.3 A national team may only play against another national team. When a club team is involved, the team will be named "All-Star Team of (the country or region)" during the whole competition.
- 7.1.4 A national team that has participated as such in any international competition may not be given the status of a club team for international competitions.

#### 7.2 CLUB TEAM

- 7.2.1 The club team is composed of a group of players affiliated with a National Federation, in order to participate in sanctioned competitions.
- 7.2.2 A club belongs directly to the National Federation of the country of its residence.
- 7.2.3 Clubs and players must commit themselves at the moment of their affiliation to abiding by the Constitution, Regulations and decisions of the National Federation of their country and those of the FIVB.
- 7.2.4 National Federations must transmit a copy of the FIVB Regulations to a club at the moment of its affiliation.
- 7.2.5 All clubs are obliged to release players to play with their national team in FIVB international competitions at any time during the fixed period of 16 May to 15 October unless the club has previously obtained both National Federation and FIVB authorization to retain such players.
- 7.2.6 The clubs have the obligation to release players for their National Teams at least ten (10) days before the starting date of the FIVB, World or Official competition for which they have been selected.

### 8. LEAGUES AND OTHER ORGANISATIONS

#### 8.1 SPORT ORGANISATION, PROFESSIONAL LEAGUES, NATIONAL LEAGUES, CLUBS, TEAMS AND CIRCUITS

- 8.1.1 Any sport organisation, professional leagues, national leagues, clubs, teams and circuits wishing to participate in an official Volleyball

- competition in their country, must obtain prior consent of their national federation.
- 8.1.2 However if a national federation for any legal or valid reason, is not able to recognize such organisations or to authorize their participation in an official Volleyball competition, the latter can appeal directly to FIVB for their recognition (and registration).
- 8.1.3 Only National Leagues registered with the FIVB are entitled to enroll foreign players in accordance with the rules of their respective National Federation.
- 8.1.4 National Federations having registered a National League are entitled to be reimbursed 10% of the administrative transfer fees paid by the Clubs to the FIVB for the transfer registration of foreign players in their country, if they respect FIVB regulations and submit their competitions regulations for approval.
- 8.1.5 Only clubs taking part in a National League registered with the FIVB shall be invited or allowed to qualify for and take part in Continental Clubs' Championships and FIVB Clubs' World Championships.
- 8.1.6 Registered National Leagues are secured via an internet link with the FIVB website and will be provided with one page of space for their own news, plus an emergency line with FIVB for urgent cases.
- 8.1.7 Based on the services to be provided by the FIVB to the registered National Leagues, the latter shall pay FIVB a yearly fee approved by the FIVB Board.

## **SECTION II Agents**

### **CHAPTER 3 General Provisions**

#### **9. DEFINITIONS, OBJECTIVE AND SCOPE**

##### **9.1 DEFINITIONS**

For the purposes of this Chapter:

- “Agent” means an agent licensed by the FIVB.
- “Applicant” means an individual who wishes to obtain a License.
- “Athlete” means a volleyball athlete.
- “Club” means a volleyball club.
- “Coach” means a volleyball coach.
- “Federation of Origin” means the Federation which is the first to a) register an Athlete in its national team for an FIVB, World or Official Competition through the final FIVB O-2bis Form, with the Athlete’s presence being certified by the Control Committee; or b) issue a national license for the player or otherwise register the player within its Federation, is considered to be the Athlete’s Federation of Origin regardless of the Athlete’s nationality. For the purposes of these Regulations, it also means the National Federation of the Coach’s, Applicant’s or Agent’s nationality.
- “International Transfer” means a transfer for which an International Transfer Certificate is required under the FIVB Sports Regulations.
- “License” means the FIVB Agent’s License.
- “Representation Agreement” means a contract entered into between an Agent and an Athlete or between an Agent and a Club.
- “VIS” means the Volleyball Information System created and owned by the FIVB.

##### **9.2 OBJECTIVE**

These Regulations are intended to establish a fair, harmonized and transparent system for Agents as well as to ensure a sufficient level of protection both for the Athletes using the services of Agents and for others who may be required to deal with Agents as part of their activities.

##### **9.3 SCOPE**

These Regulations apply to International Transfers and to the contractual relations of Athletes / Coaches when they agree to perform their services outside the territory of their Federation of Origin.



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## CHAPTER 4 FIVB License

### 10. ELIGIBILITY

- 10.1 To be eligible to participate in the Agents' test, an Applicant:
- a. may not be an Athlete or a Coach;
  - b. may not hold a position in the FIVB, a Confederation, National Federation or Club;
  - c. may not be in any way involved, either personally or through third persons, in a National Federation or Club;
  - d. may not be a referee or line judge or scorer table official;
  - e. may not have been convicted of a serious crime;
  - f. shall pay a guarantee for compliance with these Regulations during his activities, in the amount of CHF 5,000 (five thousand Swiss Francs); and
  - g. shall pay the annual registration fee of CHF 1,000 (one thousand Swiss Francs).

### 11. LICENSING PROCESS

- 11.1 The Applicant shall file with the FIVB a written application and necessary supporting documentation using the template application form (**Appendix A**). The Applicant shall send a copy of the application and supporting documentation to his Federation of Origin.
- 11.2 The FIVB shall organize an Agents' test for Applicants at least once a year.
- 11.3 The Agents' test shall include:
- a. a written examination on the content of the following regulations: FIVB Event Regulations (Chapter 1), FIVB Sports Regulations, FIVB Disciplinary Regulations, FIVB Medical Regulations (Chapter A); and
  - b. if deemed necessary by FIVB, an interview of the Applicant by a person appointed by the FIVB.
- 11.4 Based on the documentation submitted by the Applicant, his performance at the Applicant's test and the opinion (if any) of his Federation of Origin, the FIVB may at its sole discretion decide to grant or refuse the License.
- 11.5 Within a month from the Applicant's test, the FIVB shall notify its decision to the Applicant, to his Federation of Origin and to all the Confederations. In the event the FIVB decides to grant the License, the FIVB shall send to the Applicant his personal identification card as "FIVB Licensed Agent". In the event the FIVB decides to refuse to issue the License, the FIVB shall reimburse the Applicant with the amounts mentioned under 10.1(f) and 10.1(g) above.
- 11.6 The License is personal and non-transferable.
- 11.7 The License is valid as of the date it is granted or renewed and expires on 31 December of the year of the Summer Olympics.

**11.8** To renew his License, an Agent shall participate in a seminar organized by the FIVB and submit the documentation requested by the FIVB.

## **12. VIS**

**12.1** The FIVB will provide the Agent with a personal username and password allowing access to the VIS.

**12.2** An Athlete or a Receiving Club may authorize up to one Agent each to view a pending ITC application.

**12.3** An Agent may not be allowed to alter in any way the pending ITC application.

**12.4** Any dispute arising from or in relation to an Agent's authorization (or not) to view a pending ITC, will be decided exclusively by the FIVB. Such a decision may not have any legal impact on the contractual arrangements – or any rights and obligations emanating therefrom – of the parties involved.

## **13. TERMINATION OF ACTIVITY**

**13.1** An Agent who terminates his activity for any reason shall file a signed declaration to that effect with the FIVB and at the same time return his License.

**13.2** The FIVB shall reimburse to the Agent the guarantee mentioned in Article 10.1(f) above. Such reimbursement may not take place earlier than six (6) months from the date the FIVB received the declaration and the License in accordance with Article 13.1 above.

**13.3** The FIVB may *ex officio* cancel the License of an Agent who has failed or has been unable to comply with Article 13.1 above and announce such decision publicly. In such case, the FIVB shall decide in its sole discretion whether the guarantee mentioned in Article 10.1(f) above shall be reimbursed to the Agent.

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## CHAPTER 5 RIGHTS AND OBLIGATIONS

### 14. AGENTS

#### 14.1 RIGHTS

Subject to mandatory provisions of domestic law, an Agent may:

- a. represent and advise an Athlete or a Club in relation to an Athlete's International Transfer;
- b. represent and advise an Athlete, a Coach or a Club in relation to a contract to perform services outside the territory of the Athlete's / Coach's Federation of Origin;
- c. receive a fee for his services mentioned under (a) and/or (b) above;
- d. use the title "FIVB Licensed Agent" on his business card, website and communications;
- e. use the VIS as provided for in Article 12 above;
- f. have access to the dispute resolution system established in the FIVB Regulations.

#### 14.2 OBLIGATIONS

14.2.1 An Agent shall:

- a. comply with the FIVB Constitution and Regulations;
- b. use the template Representation Agreement with all his clients, to the exclusion of any other contract;
- c. notify the name(s) of his client(s) to FIVB;
- d. represent his client in good faith and demonstrate integrity and transparency in all of his dealings;
- e. ensure that his client personally signs the contract which has been negotiated on the client's behalf;
- f. co-sign a contract that he has negotiated on behalf of an Athlete, a Coach or Club;
- g. (if applicable) notify the name of the legal entity through which he operates to FIVB together with a personal declaration that the Agent remains at all times responsible towards FIVB and any third parties for any actions or omissions made by a person acting for or on behalf of the legal entity;
- h. pay the annual fee of CHF 1,000 (one thousand Swiss Francs) to FIVB for the renewal of his License;
- i. ensure that the full amount of the guarantee mentioned under Article 10.1(f) above remains at all times deposited with the FIVB;
- j. obtain a license by his Federation of Origin, if the latter has enacted agent regulations for national transfers and comply with such regulations and
- k. obtain the relevant education certificate when an education programme is established by the FIVB.

14.2.2 An Agent may not:

- a. receive a fee or any other type of remuneration for his services by any party other than his client, except with the express written agreement of his client;
- b. terminate, encourage or be involved in the termination of an Athlete's contract on the basis of non-payment of the agent fee;
- c. use the FIVB logo in any way;
- d. encourage his client to violate the FIVB Constitution or Regulations.

## **15. ATHLETES AND COACHES**

### **15.1 RIGHTS**

- 15.1.1 An Athlete may use the services of an Agent in relation to his International Transfer.
- 15.1.2 An Athlete / a Coach may use the services of an Agent in relation to his contract to perform his services outside the territory of his Federation of Origin.

### **15.2 OBLIGATIONS**

- 15.2.1 For the activities mentioned in Articles 15.1.1 and 15.1.2, an Athlete / a Coach:
  - a. may not use the services of an unlicensed agent;
  - b. may not be represented by more than one Agent in the territory of a National Federation;
  - c. shall use the template Representation Agreement with his Agent, to the exclusion of any other contract.
- 15.2.2 An Athlete / a Coach shall personally sign the contract which has been negotiated on his behalf.

## **16. CLUBS**

### **16.1 RIGHTS**

- 16.1.1 A Club may use the services of an Agent in relation to an Athlete's International Transfer.
- 16.2.1 A Club may use the services of an Agent in relation to an Athlete's / a Coach's contract to perform his services outside the territory of his Federation of Origin.

### **16.2 OBLIGATIONS**

- 16.2.1 For the activities mentioned in Articles 16.1.1 and 16.1.2 above, a Club:
  - a. may not use the services of an unlicensed agent;

- b. may not use the services of more than one Agent; and
- c. shall use the template Representation Agreement with its Agent, to the exclusion of any other contract.

16.2.2 This Article 16 applies also to National Federations when they hire the services of a foreign coach for any of their national teams.

## CHAPTER 6 SANCTIONS

- 17.1** The FIVB may impose sanctions in accordance with the FIVB Disciplinary Regulations on an Agent, an Athlete, a Coach, a National Federation or a Club for a violation of the FIVB Constitution or Regulations. The competent FIVB body may publish its decision.
- 17.2** If an Agent does not comply with any of the requirements of Article 10.1 above, the FIVB may decide to revoke, temporarily or permanently, the License of the Agent.
- 17.3** The FIVB may offset a monetary sanction against an Agent through the guarantee which he paid prior to receiving the License. The Agent shall then repay the balance of the guarantee.

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## SECTION III Financial Disputes

### CHAPTER 7 Complaint Process

#### 18. FINANCIAL DISPUTES BETWEEN CLUBS, PLAYERS, FIVB-LICENSED AGENTS AND COACHES

##### 18.1 PROCEDURE BEFORE FIVB/CONFEDERATION

- a. A club, a player, a coach or a FIVB-licensed agent may file a complaint before FIVB.
- b. After receiving a written complaint (“Complaint”) and providing the respondent with an opportunity to submit its reply in writing (“Reply”), the FIVB can decide a financial dispute of an international dimension between a club, a player, a coach or a FIVB-licensed agent provided that the Complaint is filed no later than three (3) years from the date of the last day of the season (as defined in Article 6.5.1.1) during which the dispute arose. It can also decide financial disputes of an international dimension between a coach and a National Federation.
- c. Any counterclaim must be filed within the time limit for the Reply; subsequent filing of a counterclaim shall be inadmissible. The provisions on Complaints, including on the payment of the applicable handling fee, shall apply *mutatis mutandis* to counterclaims.
- d. The Complaint and the Reply shall include a summary of facts as well as specific requests for relief. The Complaint shall be accompanied by proof of payment of the administrative fee in the amount of CHF 500 (five hundred Swiss Francs). The FIVB may set a final time limit for the payment of the administrative fee, failing which the Complaint shall be deemed withdrawn. The complaining party shall have the burden of proving its allegations. The FIVB may request further submissions and translations into English from the parties.
- e. The FIVB conducts the procedure expeditiously – and endeavours to complete it within two (2) months from closing the submissions period – in accordance with guidelines to be established by the FIVB. The decision will be taken on a balance of probabilities and by applying general principles of justice and fairness without reference to any particular national or international law (*ex aequo et bono*). The FIVB may award a contribution towards the applicable handling fee to the prevailing party. It shall state brief reasons. The FIVB may award a contribution of up to CHF 2,500 towards the prevailing party’s reasonable legal fees and other expenses incurred in connection with the proceedings (including the applicable handling fee and the costs of witnesses and interpreters). When deciding on this contribution, the FIVB shall take into account the outcome of the proceedings as well as the conduct and financial resources of the parties.
- f. The FIVB may, at any stage of the procedure, assist the parties in reaching a settlement or decide to submit the case directly to the FIVB Tribunal. It may refrain from entertaining the Complaint in case no ITC has been issued for a

- player's transfer or in case of an illegal transfer.
- g. The FIVB may set a final time limit for the parties' compliance with its decision and also determine that non-compliance will result in the imposition of sanctions under Article 21.3 below. Said sanctions may apply automatically after the lapse of the time limit.
  - h. In case of disputes involving parties from the same Confederation, the FIVB may delegate its powers under this Article to the respective Confederation. The FIVB will then have the right to extend worldwide the sanction(s) imposed by Confederations.

## **18.2 APPEAL**

Within fourteen (14) days from notification of the decision under Article 18.1 above, any affected party may request that the case be reviewed by the FIVB Tribunal.



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## CHAPTER 8 FIVB Tribunal

### 19. GENERAL PROVISIONS

#### 19.1 COMPOSITION

- 19.1.1 The FIVB establishes an independent tribunal which will decide financial disputes between clubs, players, FIVB-licensed agents and coaches in a fair, fast and inexpensive manner.
- 19.1.2 The FIVB Tribunal is composed of five (5) judges, one from each Confederation, and five (5) substitute judges, one from each Confederation. The judge and the substitute judge from the same Confederation shall not have the same nationality. The judges and the substitute judges are appointed by the FIVB Board of Administration for a renewable term of four (4) years between the sessions of the FIVB elective Congress. One judge is appointed as the Chairperson and one judge as the Vice-Chairperson of the FIVB Tribunal.
- 19.1.3 Persons appointed to the FIVB Tribunal must have legal training and experience in the resolution of international sports disputes and may not hold any other position, with the exception of honorary titles, in FIVB or the Confederations. They must have proficient knowledge of English and be available to conduct proceedings in an expeditious manner.
- 19.1.4 The members of the Tribunal and all officers of the FIVB Tribunal's Secretariat involved in proceedings before the FIVB Tribunal cannot be held liable for any act or omission in connection with proceedings hereunder except in cases of grossly negligent or willful acts or omissions.
- 19.1.5 Cases before the FIVB Tribunal shall be heard by the Chairperson, provided that the amount in dispute does not exceed CHF 200'000 (two hundred thousand Swiss Francs). All other cases shall be heard by the Chairperson and two (2) other members of the FIVB Tribunal, appointed by the Chairperson. If one or more of the members is unavailable or ineligible due to reasons of conflict (see Article 20.4), the Chairperson shall appoint another member of the FIVB Tribunal. If the Chairperson is unavailable or ineligible due to reasons of conflict (see Article 20.4), he/she shall be replaced by the Vice-Chairperson. The Chairperson may appoint another member of the FIVB Tribunal to hear a case instead of the Chairperson.

#### 19.2 JURISDICTION

- 19.2.1 The FIVB Tribunal is competent to decide financial disputes of an international dimension between clubs, players, FIVB-licensed agents and coaches from within the world of volleyball. The FIVB Tribunal's jurisdiction extends also to financial disputes of an international

dimension between a coach and a National Federation.

19.2.2 Only disputes:

19.2.2.1 arising between the natural and legal persons/entities mentioned in Article 19.2.1; and

19.2.2.2 decided previously by the FIVB / a Confederation or referred by the FIVB/a Confederation to the FIVB Tribunal

can be submitted for resolution by the FIVB Tribunal.

19.2.3 The Tribunal shall have the power to rule on its own jurisdiction.

19.2.4 Whenever a case has been submitted to the FIVB Tribunal in accordance with this Article, the present Regulations shall apply.

### **19.3 SEAT**

The legal seat of the FIVB Tribunal is in Lausanne, Switzerland, irrespective of the place where a hearing or any other procedural act takes place.

### **19.4 LANGUAGE**

19.4.1 The working language of the FIVB Tribunal shall be English. After consultation with the parties, the Tribunal may decide to hold the proceedings in another official language of the FIVB.

19.4.2 Documents provided to the FIVB Tribunal in a language other than English must be accompanied by a certified translation unless the Tribunal decides otherwise.

### **19.5 COMMUNICATION**

All communications between the parties and the Tribunal shall be effected through the FIVB Tribunal's Secretariat.

## **20. PROCEEDINGS BEFORE THE FIVB TRIBUNAL**

### **20.1 CONDUCT OF PROCEEDINGS**

20.1.1 As a general rule, proceedings shall be conducted in writing, including facsimile and e-mail. The Tribunal is entitled to request the parties to submit electronic copies of their submissions.

20.1.2 To the extent not provided otherwise herein, the Tribunal shall determine in its sole discretion the procedure before it, taking into account the principles of equal treatment of the parties and their right to be heard.

- 20.1.3 A party may represent itself or be represented by legal counsel on the basis of a power of attorney.

## **20.2 REFERRAL BY FIVB/CONFEDERATION**

In accordance with the FIVB Sports Regulations, the FIVB/a Confederation may decide to refer the matter directly to the FIVB Tribunal after receiving a person's complaint. In this case, the FIVB/Confederation shall submit the entire file of the case to the FIVB Tribunal's Secretariat.

## **20.3 REQUEST FOR REVIEW**

- 20.3.1 The Request for Review of a decision taken by FIVB/a Confederation (hereinafter "RfR") shall be filed either by e-mail, facsimile or ordinary post to the FIVB Tribunal's Secretariat as follows:

Address Fédération Internationale de Volleyball (FIVB)

Att. FIVB Tribunal

Château Les Tourelles,

Edouard-Sandoz 2-4

1006 Lausanne, Switzerland

Facsimile +41 21 345 35 45

E-mail [fivb.tribunal@fivb.com](mailto:fivb.tribunal@fivb.com)

- 20.3.2 The RfR shall contain the following:

- a. The names, nationality, postal addresses, telephone, facsimile numbers and e-mail addresses of the Claimant and the Respondent and their respective counsel;
- b. A copy of the decision or the referral by FIVB/the Confederation.
- c. A statement of all the facts and legal arguments;
- d. The Claimant's request for relief.
- e. All available written evidence on which the Claimant intends to rely, including the relevant contract.
- f. Any request for a hearing and for the examination of (a) witness(es).
- g. A bank certificate confirming payment of the applicable handling fee (see Article 20.10).

- 20.3.3 The FIVB Tribunal may set a final time limit for the payment of the handling fee, failing which the RfR shall be deemed withdrawn.

- 20.3.4 If more than one party files a RfR in relation to the same decision, they shall be automatically consolidated into one proceeding. The RfR with the highest amount in dispute determines the composition of the FIVB

Tribunal in accordance with Article 19.1.5. Each party shall pay the applicable handling fee in accordance with Article 20.11.1 based on its own request for relief in its RfR.

## **20.4 INDEPENDENCE**

- 20.4.1 The Tribunal shall disclose to the parties any circumstances likely to affect the independence of one or more of its members with respect to any of the parties. A member shall be deemed not to be independent if he/she has the same nationality as one of the parties (see also Article 19.1.5).
- 20.4.2 A member of the Tribunal may be challenged if the circumstances give rise to legitimate doubts regarding his/her independence. The challenge shall be brought in writing within seven (7) days after the ground for the challenge has become known to the party making the challenge. Challenges are to be determined exclusively by the FIVB President who shall rule on the challenge after giving an opportunity to state their position to all parties and the Tribunal.
- 20.4.3 In the event that the challenge is accepted, the member will be replaced by his/her substitute. In the event that a challenge is brought and accepted also against the substitute, the FIVB President shall appoint a neutral judge on an ad-hoc basis from among the persons proposed by the respective Confederation.

## **20.5 ANSWER**

After receipt of the complete RfR or – in case of referral by the FIVB/a Confederation – of the initial complaint filed before the FIVB/Confederation, the Tribunal shall communicate it to the Respondent and set the time limit to file the Answer. The Answer shall contain:

- a. A statement of defence, including a statement of all the facts and legal arguments.
- b. Names, nationality and addresses of the Respondent and counsel, unless this has already been set out in the RfR.
- c. All available written evidence on which the Respondent intends to rely.
- d. Any request for the holding of a hearing and for the examination of (a) witness(es).
- e. Details of the relief sought.

## **20.6 COUNTERCLAIMS**

- 20.6.1 In case of referral by the FIVB/a Confederation, any counterclaim must be filed within the time limit for the Answer; subsequent filing of a counterclaim shall be inadmissible. The provisions on complaints before the FIVB/the respective Confederation, including on the payment of the applicable administrative fee, shall apply mutatis mutandis to

counterclaims before the FIVB Tribunal.

- 20.6.2 In case of an RfR, any counterclaim filed by the Responding Party will be treated as a separate RfR and must comply with the deadline set forth in Article 18.2 and comport with the requirements of Article 20.3, including the payment of the applicable handling fee, in order to be admissible. As with any RfR, a counterclaim may not introduce any claims not (timely) filed in the first instance.

## **20.7 FURTHER PROCEEDINGS**

- 20.7.1 After reviewing the RfR and the Answer, the Tribunal shall determine in its sole discretion whether a further exchange of submissions is necessary. Unless it decides that it is necessary, further submissions will not be taken into account.
- 20.7.2 The Tribunal may order the production of (additional) evidence or the parties' responses to specific questions, or give directions for the further proceedings. It may request the FIVB or the Confederation to produce a copy of the case file.
- 20.7.3 The Tribunal is authorized to attempt to bring about a settlement to the dispute.

## **20.8 HEARING**

- 20.8.1 The Tribunal shall determine at its sole discretion, taking into account the parties' submissions, whether a hearing is to be held or not. It may decide that the hearing is to be held by telephone or video conference.
- 20.8.2 The Tribunal may decide to make the organisation of a hearing conditional upon the payment of administrative costs by the parties.
- 20.8.3 Each party shall be responsible for the availability and costs of its witnesses and experts.

## **20.9 LAW APPLICABLE TO THE MERITS**

Unless otherwise agreed by the parties, the Tribunal shall apply general considerations of justice and fairness without reference to any particular national or international law (*ex aequo et bono*).

## **20.10 DECISION**

- 20.10.1 The Tribunal shall have full power to review the facts and the law of the dispute.
- 20.10.2 If the Respondent fails to submit an Answer or fails to submit his Answer

in accordance with Article 20.5 above, the Tribunal may nevertheless proceed with the case and deliver a decision. The same applies if any party fails to abide by a procedural order or by directions given by the Tribunal or fails to appear at a hearing.

- 20.10.3 When the Tribunal is composed of three (3) members, the decision shall be made by a majority decision. In case of a tie, the Chairperson has the casting vote.
- 20.10.4 The Tribunal shall give a written, dated and signed decision with summary reasons.
- 20.10.5 The Tribunal shall endeavour to render the decision no later than six (6) weeks after the completion of the proceedings.
- 20.10.6 Decisions of the FIVB Tribunal are not confidential unless ordered otherwise by the Tribunal.

## **20.11 COSTS**

- 20.11.1 Subject to Article 20.7.2, the facilities and services required for the operation of the FIVB Tribunal are free of charge for the parties, save for a handling fee of:
- CHF 1'500 (one thousand five hundred Swiss Francs) for cases with an amount in dispute up to CHF 30'000 (thirty thousand Swiss Francs);
  - CHF 2'000 (two thousand Swiss Francs) for cases with an amount in dispute between CHF 30'001 and CHF 100'000 (thirty thousand and one Swiss Francs and one hundred thousand Swiss Francs);
  - CHF 3'000 (three thousand Swiss Francs) for cases with an amount in dispute between CHF 100'001 and CHF 200'000 (one hundred thousand and one Swiss Francs and two hundred thousand Swiss Francs);
  - CHF 4'000 (four thousand Swiss Francs) for cases with an amount in dispute between CHF 200'001 and 500'000 (two hundred thousand and one Swiss Francs and five hundred thousand Swiss Francs);
  - CHF 5'000 (five thousand Swiss Francs) for cases with an amount in dispute between CHF 500'001 and CHF 1'000'000 (five hundred thousand and one Swiss Francs and one million Swiss Francs);
  - CHF 7'000 (seven thousand Swiss Francs) for cases with an amount in dispute exceeding CHF 1'000'000 (one million Swiss Francs).

All payments to the FIVB Tribunal must be made in CHF to the following FIVB account:

Banque Cantonale Vaudoise (BCV)  
Place Saint-François 14  
CH-1001 Lausanne / Switzerland  
Account: T 5344.53.25  
IBAN: CH33 00767 000T 5344 5325  
BIC Code (Swift Address): BCVLCH2LXXX  
Bank clearing: 767

The FIVB shall allocate an annual budget for the Tribunal, primarily from the administration fees from International Transfer Certificates.

- 20.11.2 As a general rule, the decision shall grant the prevailing party a contribution towards its reasonable legal fees and other expenses incurred in connection with the proceedings (including the applicable handling fee and the costs of witnesses and interpreters). When deciding on this contribution, the Tribunal shall take into account the outcome of the proceedings, as well as the conduct and the financial resources of the parties.

## **20.12 APPEAL**

Decisions of the FIVB Tribunal can only be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland and any such appeal must be lodged with CAS within twenty-one (21) days from the receipt of the decision. The CAS shall decide the appeal *ex aequo et bono* and in accordance with the Code of Sports-related Arbitration, in particular the Special Provisions Applicable to the Appeal Arbitration Procedure.

## CHAPTER 9 Failure to comply with a decision

### 21. SANCTIONS

- 21.1 If a National Federation, club, coach, agent or player that was a party to proceedings before the FIVB/Confederation, the FIVB Tribunal or before the Court of Arbitration for Sport (CAS) fails to comply with the decision of said body, it commits an offence. The FIVB may impose the following sanctions on this party:
- a. Warning;
  - b. Fine up to CHF 50,000 (fifty thousand Swiss Francs);
  - c. Prohibition of receiving an ITC (for clubs) or prohibition or restriction to transfer internationally (for players);
  - d. Withdrawal or temporary suspension of a licence (for coaches and agents);
  - e. Prohibition of registering and lining-up foreign players in any competition (for clubs);
  - f. Prohibition of participating in international competitions.
- 21.2 The above sanctions can be extended in FIVB's sole discretion, to natural or legal persons which are directly or indirectly linked to the first party, either from a legal or sporting perspective (e.g. different entity under a similar name, same board of directors, officials, technical staff, same sporting license, etc.). The FIVB shall ensure that the party against which such sanctions shall be extended has the right to state its position and provide evidence before extending against such party.
- 21.3 In all cases, the above sanctions can be applied more than once and cumulatively.



## **SECTION IV Final Provisions**

### **CHAPTER 10 Miscellaneous**

#### **22. ENTRY INTO FORCE**

**22.1.** These Regulations were approved by the FIVB Board of Administration on 3 November 2020 and shall enter into force on 13 November 2020. They can be amended by a decision of the FIVB Board of Administration.

**22.2** These Regulations supersede all previous versions of the FIVB Sports Regulations and amendments thereto, which are hereby cancelled.

**Appendix A**

**Application Form for FIVB Agent's License Test**

Last name:

First name:

Federation of Origin:

Date of birth:

Nationality:

Name and address of the company/agency:

Private address of the applicant, in the absence of a company/agency:

Telephone, facsimile and email details:

- Please attach:
- a copy of the passport of the applicant,
  - an official abstract of the applicant's criminal record,
  - a passport-size picture
  - the Declaration duly signed

**Declaration**

I, the undersigned applicant, confirm herewith that:

*I am not a volleyball athlete, coach, referee, line judge or scorer table official;*

*I do not hold a position in the FIVB, a Confederation, National Federation or Club;*

*I am not in any way involved, either personally or through third persons, in a National Federation or Club;*

*I have not been convicted of a serious crime, and I acknowledge that the FIVB is fully free to appreciate my application regarding this criterion;*

*I acknowledge and understand that in order to become and remain an FIVB Agent, I will have to pay a guarantee for compliance with the FIVB Sports Regulations, in the amount of CHF 5,000 (five thousand Swiss Francs);*

*I acknowledge and understand that in order to become and remain an FIVB Agent, I will have to pay an annual registration fee of CHF 1,000 (one thousand Swiss Francs);*

*I understand that I could be invited by FIVB for a personal interview and a test in Lausanne, Switzerland, at the FIVB headquarters, which I will have to attend on my own expenses;*

*I will comply with the FIVB Constitution and all FIVB regulations and decisions. In particular, I recognize that I must strictly comply with the FIVB Sports Regulations in force and as modified from time to time by the FIVB.*

*I understand that I am subject to disciplinary sanction by FIVB in case of breach of the FIVB Constitution and all FIVB regulations and decisions.*

Date:

Place:

Name and Signature of the applicant:

## Appendix B

### STANDARD FIVB AGENT-CLIENT CONTRACT

Between:

***[\*NAME OF ATHLETE/COACH/CLUB\*]***, *[\*address and nationality\*]* (hereinafter the “Client”),

AND

***[\*NAME OF AGENT\*]***, *[\*address of the Agency\*]* (hereinafter the “Agent”);

HEREBY AGREE TO THE FOLLOWING TERMS:

#### Preamble

This Contract is based on a standard agreement provided by the FIVB pursuant to the FIVB Sports Regulations.

#### 1. Scope and Term of the Contract

1.1 The Client herewith contracts the Agent to exclusively represent it in all negotiations regarding the international transfer or contract of the Client in *[\*insert territory of exclusive representation e.g. a country or a continent\*]*.

1.2 The term of the Contract starts on *[\*date\*]* and expiring on *[\*date\* - may not exceed 3 years]*.

1.3 The Parties agree that the duration of this Contract can only be extended by a new written agreement signed by both parties.

#### 2. Parties' Rights and Obligations

The Parties agree that their relationship under this Contract shall be governed by the FIVB Sports Regulations as amended from time to time. In particular, the Parties agree to be entitled to and bound by the respective rights and duties provided for in the FIVB Sports Regulations

#### 3. Compensation

3.1 In consideration for the services to be performed by the Agent under this Contract, the Agent shall be compensated as follows:

***[\*insert percentage, not to exceed 10%\*]*** percent of the transaction negotiated by the Agent on the Client's behalf

3.2 The Client shall pay the compensation stipulated in Clause 3.1 to the Agent by no later than *[\*insert date\*]*. The parties also agree that, in case the international transfer or the contract negotiated by the Agent includes a clause according to which the Agent will be paid by the other party and not by his Client, then the Client will be released from his obligation under this Clause 3.

3.3 All compensation to the Agent under this Contract shall be made to the Agent's bank account, the details of which will be notified in writing by the Agent to his Client on a proper invoice.

**4. Amendment**

This Contract between the Parties, including this provision, can only be amended by an agreement in writing signed by both of the Parties.

**5. Dispute Resolution**

Any dispute arising from or related to the present contract shall be submitted to the FIVB in Lausanne, Switzerland and shall be resolved in accordance with Article 18 of the FIVB Sports Regulations. The language of the procedure shall be English. The FIVB and (if needed) the FIVB Tribunal and the Court of Arbitration for sport shall resolve the dispute *ex aequo et bono*.

IN WITNESS THEREOF, the Parties hereto intending to be legally bound by the terms of this Contract do execute this Contract as of:

[\*date\*], [\*place\*]

AGENT

CLIENT

---

[Name of Agent]

---

[Name of Client]

**DISCLAIMER**

*This Standard Contract does not take into account the legal requirements of specific countries which could be applicable to an agent-client contract. The addition, amendment or deletion of any clause to this standard agreement in order to comply with the laws of a specific jurisdiction requires FIVB's prior written approval.*

## Appendix C

### Maximum Federation of Origin Solidarity Fees (Articles 6.3.3.c. of the FIVB Sports Regulations)

When negotiating the Federation of Origin Solidarity Fee, a Federation of Origin and a Receiving Club should take into account the criteria defined in Article 6.3.3.b. of the FIVB Sports Regulations.

In all cases, the Federation of Origin Solidarity Fees should not exceed the maximum values below.

<b>NF Categories &gt;</b> <b>Divisions/Leagues</b> <b>v</b>	1	2	3	4	5
<b>Highest</b>	Up to CHF 2,500*	Up to CHF 5,000*	Up to CHF 7,500	Up to CHF 15,000	Up to CHF 25,000
<b>2<sup>nd</sup> Highest</b>	---	---	Up to CHF 2,500	Up to CHF 5,000	Up to CHF 10,000
<b>3<sup>rd</sup> Highest</b>	---	---	---	---	---
<b>Lower</b>	---	---	---	---	---

\*The Federation of Origin Solidarity Fee is applicable only when an International Solidarity and Administration Fee is applicable, i.e. when there is an "International Rights Transfer", which means that the Receiving Club is participating in an international competition.

In the event that the transfer is exempted from the payment of the International Solidarity and Administration Fee, no Federation of Origin Solidarity Fee shall be payable to the Federation of Origin (Article 6.3.3.c FIVB Sports Regulations).

## Appendix D

### Procedure for the FIVB's intervention in determination of Federation of Origin Solidarity Fee (Articles 6.3.3.d. of the FIVB Sports Regulations)

#### 1. Prior negotiations

1.1. In accordance with Article 6.3.3.d. of the FIVB Sports Regulations, should the Receiving Club and the Federation of Origin fail to reach an agreement on the Federation of Origin Solidarity Fee for the transfer of the player for the coming season, the FIVB's intervention may be requested to resolve the dispute in accordance with the process described below.

#### 2. Request

2.1. The player, the Receiving Club and/or the Federation of Origin may file a signed written request before the FIVB, using the form attached to this Appendix.

#### 3. Procedure

3.1. The FIVB shall simultaneously provide the Receiving Club and the Federation of Origin with the opportunity to provide its position in writing, on a confidential basis and within a set deadline, including:

3.1.1. A figure (in Swiss Francs) representing the requested value of the Federation of Origin Solidarity Fee for the coming season;

3.1.2. Brief arguments justifying the value requested based on the criteria defined in Article 4.2 below; and

3.1.3. The relevant supporting evidence along with English translations where necessary.

3.2. Should a party fail to provide its position within the set deadline, no additional time shall be granted, and the FIVB will issue a decision based on the records as it stands.

3.3. Evidence of the following shall not be admissible:

3.3.1. The financial standing of a party.

3.3.2. Press comments, testimonials or similar material bearing on the performance of the player, save for recognised player awards for playing excellence.

3.3.3. Similar fees in other sports or occupations.

3.3.4. The costs of the parties' representatives (legal counsels, agents, etc.).

3.4. The FIVB's intervention as per this Appendix D does not prevent the parties from discussing the amount of the Federation of Origin Solidarity Fee for the transfer of the player and reaching an amicable resolution at any point in time prior to the FIVB issuing its decision.

3.5. Each party shall bear its own costs.

#### **4. Decision**

- 4.1. The FIVB shall conduct the procedure expeditiously and, save for exceptional circumstances, shall endeavour to issue a decision within five (5) working days of the last day of the deadline for receiving the parties' positions as per Article 3.1 of this Appendix D.
- 4.2. The criteria to be considered by the FIVB are defined in Article 6.3.3.b. of the FIVB Sports Regulations.
- 4.3. The FIVB's decision shall state brief reasons.
- 4.4. The FIVB's decision shall be compulsory and binding upon both parties.

#### **5. Transparency**

- 5.1. The FIVB shall maintain records of the decisions issued under this process showing generic information of each case, including the figures proposed and awarded, to be anonymised and published on the FIVB's website.

#### **6. No Appeal**

- 6.1. The FIVB's decision related to the amount of the Federation of Origin Solidarity Fee is final and shall not be subject to appeal.



