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**NCAA ENFORCEMENT CERTIFICATION AND  
APPROVALS GROUP (ECAG)  
POLICIES AND PROCEDURES (P&Ps)**

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**NCAA ENFORCEMENT CERTIFICATION AND  
APPROVALS GROUP (ECAG)  
POLICIES AND PROCEDURES (P&Ps)**

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## INTRODUCTION.

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This document contains policies and procedures of the NCAA enforcement certification and approvals group (ECAG). The provisions are designed to reflect the intended expectations and requirements desired by the NCAA membership for the ECAG subareas and the obligations of all parties.

The P&Ps include general expectations of being certified/approved or participating in ECAG processes and state the basic procedures used by ECAG to administer its programs and ensure compliance.

This document is intended to:

1. Create baseline expectations and best practices for how ECAG completes each component of the certification and approval process; and
2. Provide clear guidance and uniformity to ensure consistent and accurate processing of applications and post-experience review forms (PERFs).
3. Define parameters and compliance with rules, requirements, process and legislation.
4. Establish objective criteria for measuring ECAG's performance through the quality assurance plan.

The NCAA governing bodies with oversight of these P&Ps are as follows:

Agent Certification	Strategic Vision and Planning Committee (SVPC)
Basketball Certification	Men's Basketball Oversight Committee (MBOC) Women's Basketball Oversight Committee (WBOC)
Recruiting/Scouting Service Approval	MBOC, WBOC and Football Oversight Committee (FOC)

Criteria outlined in the P&Ps are subject to change without notice. Changes to the policies section are made as determined/approved by the relevant governance authority. ECAG is authorized. ECAG is authorized to develop and edit the procedures section as needed to administer the varying certification/approval processes. This includes without limitation that authority to determine the nature and categories of information that registrants are required to submit; set deadlines for submission, adjust financial requirements, develop education resources, implement educational requirements, and other similar details. ECAG does not need to consult any committee or governance authority to make changes to the procedures, but edits should be reported to the relevant governance authority during the annual review process.

These procedures are not contractual in nature, do not create any independent right, do not have the force of NCAA bylaws and may be amended without advanced notice. Current procedures and notice of amendments will be available on the NCAA website.

# 1 – ECAG IDENTIFICATION.

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ECAG is a team within the NCAA enforcement staff responsible for evaluating and administering the NCAA's certification/approval programs. The subject areas outlined below serve the NCAA membership by assisting in promoting and maintaining the integrity of collegiate recruiting in basketball and football and preserving the eligibility of prospective student-athletes (PSAs) and currently enrolled NCAA student-athletes (SAs) while protecting their best interests.

## 1-1. Basketball Certification.

The basketball certification program provides event/league operators who agree to operate their activities in accordance with applicable NCAA legislation and ECAG policies, procedures, guidelines and requirements the opportunity to receive NCAA certification to allow specific involvement with individuals at NCAA Division I institutions. The basketball certification program includes all the following:

### 1-1-1. Nonscholastic Event Certification.

During the spring and summer evaluations periods, NCAA Division I coaches are permitted to attend NCAA-certified nonscholastic events (e.g., camp, league, tournament or festival) to observe participating PSAs during specific ECAG certified dates and times.

### 1-1-2. Scholastic Event Certification - Men's Basketball (MBB).

During the scholastic evaluation periods, NCAA Division I men's coaches are permitted to attend NCAA-certified scholastic events during specified dates and times to observe participating PSAs. The purpose of the scholastic period is to help advance and maintain an education-based focus in the recruiting environment, and ensure such events are conducted in a manner consistent with the Association's core mission. Evaluations by Division I coaches are limited to scholastic and intercollegiate events that are approved by the appropriate certification body as identified in NCAA Bylaw 13.1.7.5.3, which includes the:

1. National Federation of State High School Associations (NFHS) for NFHS member schools.
2. NCAA (via ECAG) for events conducted by scholastic associations that are not members of NFHS.
3. Applicable two-year college governing body such as the National Junior College Athletic Association (NJCAA), California Community College Athletics Association (CCCCAA) and Northwest Athletic Conference (NWAC).

### 1-1-3. Summer League Certification.

Certification of a summer basketball league permits NCAA Division I SAs to participate in the league during specified dates and times. Participation of Division I SAs is limited to leagues certified by the NCAA in accordance with NCAA Bylaw 17.31.4.1.

### 1-1-4. Maintaining Event/League Certification.

For an event/league to maintain NCAA certification, the event/league operator must annually apply with ECAG, receive certification and the event/league must be conducted in accordance with applicable NCAA legislation and ECAG policies, procedures, guidelines and requirements established and maintained by the NCAA Division I Men's and Women's Basketball Oversight Committees (MBOC and WBOC) and guidelines established and maintained by ECAG.

## 1-2. Recruiting/Scouting Service Approval.

The recruiting/scouting service (RSS) approval process provides operators who agree to operate their services in accordance with applicable NCAA legislation and ECAG policies, procedures, guidelines and requirements the opportunity to receive NCAA "approval" for NCAA Division I coaches to purchase the service as a resource for the recruiting process in the sports of basketball and football.

### **1-2-1. Maintaining RSS Approval.**

For a recruiting/scouting service to maintain NCAA approval, the service operator must annually apply with ECAG, receive NCAA approval and the service must be conducted in accordance with NCAA legislation (specifically, but not limited to, Bylaw 13.14.3) and ECAG policies, procedures, guidelines and requirements established and maintained by the MBOC, WBOC and NCAA Division I Football Oversight Committees (FOC) and guidelines established and maintained by ECAG.

## **1-3. Agent Certification.**

The agent certification process provides specific National Basketball Players Association (NBPA) registered agents who agree to operate in accordance with applicable NCAA legislation and ECAG policies, procedures, guidelines and requirements the opportunity to receive NCAA certification to allow the agent to enter into a Standard Player Agent Contract (SPAC) with eligible SAs or two-year college PSAs without negatively impacting the SA's NCAA eligibility. To the extent possible, the agent certification process assists in ensuring that NCAA SAs in the sport of MBB who are considering a professional career may obtain the assistance of a qualified agent in a transparent and consistent manner while being able to maintain collegiate eligibility.

### **1-3-1. Maintaining Agent Certification.**

For an agent to maintain NCAA certification, the agent must annually apply with ECAG, receive NCAA certification, and conduct his/her business in accordance with NCAA Bylaw 12.02.1.2, NCAA legislation (specifically, but not limited to, Bylaw 12.02.1.2) and ECAG policies, procedures, guidelines and requirements established and maintained by NCAA Division I Strategic Vision and Planning Committee (SVPC) and guidelines established and maintained by ECAG.

## **2 - ECAG HISTORY.**

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### **2-1. Basketball Certification History.**

#### **2-1-1. Initial Authority.**

From the [Chronology of Basketball Certification](#) document.

**May 19-20, 1994**

"That the following language be provided to the Council for its consideration:

'It is the responsibility of the Recruiting Committee to operate the summer-event certification program. Although the committee may delegate the responsibilities of the processing of the certification program to the NCAA staff, it is the responsibility of the Recruiting Committee to develop the guidelines that will be utilized in order to certify an event operator, including the application and review form that will be completed. The committee also has the responsibility to review interpretive questions arising from the criteria and develop procedures that would be followed in the event that information arises concerning possible violations by an event operator during or after the event operator has been certified.'"

## **2-1-2. Basketball Certification Timeline/History.**

### **August 1998**

NCAA Division I Board of Directors (BOD) created a working group to evaluate the summer basketball environment. Under direction of NCAA President Cedrick Dempsey, the working group met for one year. After their year of study, the working group developed proposals and asked the conferences to respond.

### **April 2000**

Legislation was enacted to increase evaluations during academic year and decrease evaluations in the summer by 10 (EFFECTIVE 8/1/00). Additionally, the MBOC and WBOC were created.

- Increase image of sport.
- Develop more effective recruiting model. (Men's.)

### **Summer 2000**

During the 2000 summer, an internal working group of NCAA staff conducted interviews with the groups below and created a proposal for addressing issues that had been identified in summer basketball.

- Increase image of sport.
- National Association of Basketball Coaches (NABC)
- National Federation of High Schools (NFHS)
- NCAA Coaches
- Amateur Athletics Union (AAU)
- Nike/Adidas Representatives
- National Basketball Association (NBA)
- National Basketball Players Association (NBPA)
- NCAA Student-Athlete Advisory Committees (SAACs)
- Various Media Representatives

### **February 2, 2001**

Internal working group's final report published.

### **April 1, 2002**

The basketball event certification legislation was amended as a result of recommendations of the NCAA Division I Basketball Issues Committee (men's subcommittee) to address concerns related to the basketball recruiting process. The legislation was effective April 1, 2002 and as a result, the certification process transitioned from NCAA membership services [now called Academic and Membership Affairs (AMA)] to enforcement and the basketball certification staff was created. Due to the transition to enforcement, requirements became stricter and penalties for missed deadlines and violations became more forceful to ensure that events and leagues were conducted in compliance with the applicable legislation.

When the basketball certification program transitioned to enforcement, volunteers from the entire enforcement staff have been utilized to attend and evaluate summer certified events. These volunteer evaluators interact with participants and NCAA coaches and collect information about the recruiting process or other issues impacting the basketball environment. That information is reported to ECAG and then to the MBOC and WBOC for discussion and determination on ways to address those issues. The MBOC and WBOC are the entities that propose, develop and change legislation.

### **2004**

Two years after Dr. Miles Brand became NCAA president, the basketball certification staff was disbanded leaving a single staff member to continue the task. Dr. Brand questioned what purpose the NCAA (a collegiate association) had being involved in the oversight of nonscholastic basketball events involving high school PSAs.

**2006**

Overtime, the need for the basketball certification staff became apparent to NCAA leadership and the staff started expanding once again; increasing its influence in the nonscholastic basketball environment once more.

**2009**

The Basketball Focus Group (BFG), led by LuAnn Humphrey, was created in 2009. At first, BFG was an associate director and an assistant director, but the staff grew quickly. As BFG increased in size, enforcement staff members with basketball ties became BFG staff, which eliminated staff volunteers for ECAG evaluations. BFG did attend the same events ECAG would have sent volunteers, but BFG's purpose at the event was more focused on development and they were reluctant to address issues at the event(s) that might prevent them from developing needed relationships. After 2009, enforcement volunteers dwindled to a handful and information reported feedback from attendance was not beneficial. As a result, use of the enforcement staff slowly discontinued and by 2012, was nonexistent. [BFG was rebranded later as the basketball development staff.]

**April 2010**

Mark Emmert became president in April 2010 and in March 2012 the responsibility to approve recruiting/scouting services was added to the staff duties and basketball certification was renamed ECAG.

**October 11, 2017**

In response to federal investigations into fraud in college basketball, NCAA President Mark Emmert, at the endorsement of the NCAA Division I Board of Directors, formed an independent Commission on College Basketball chaired by Condoleezza Rice (Rice Commission) to examine critical aspects of the sport.

**November 2018**

Rice Commission begins its work.

**April 25, 2018**

The Rice Commission presented its recommendations on legislative, policy and structural changes to address the issues facing men's collegiate basketball to the NCAA's Board of Governors, Division I Board and Presidential Forum, and Division II and III Presidents' Councils of the NCAA. The recommendations were unanimously endorsed, and the NCAA adopted a series of bold legislative, policy and structures changes.

**May to July 2018**

Internal working group worked to implement Rice Commission recommendations.

**August 2018**

The Commission calls on the NCAA to draft legislation and make plans to implement its recommendations by early August 2018. Rice Commission recommendations resulted in the implementation of June scholastic events, financial disclosures for participating teams and nonscholastic events, and the agent certification program.

**December 3, 2018**

The Rice Commission had recommended that a vice president for agents' position be created; but the working group determined to create a director position for ECAG. Day 1 for the first director was 12/3.

**Spring 2019**

ECAG was able to hire five seasonal contractors to serve as an internal call center to assist with high volume.

**Fall 2019**

NCAA transitioned to a unified call center and contracted with 24/7. Training resources were created, and staff went to Denver to provide in-person training. 2020 was to be the first full year to use the call center, but this did not occur due to the Covid 19 pandemic.

2020

No Certified events due to the Covid 19 pandemic.

**2-1-3. Background Check Timeline/History.**

In April 2002, legislation was approved to require coaches in certified men's events to complete an approval process. At that time, the legislation indicated that "any individual who engages in coaching activities at an NCAA certified MBB summer event must be approved in accordance with guidelines established by an athletics organization involved in the oversight of PSAs." For the summer 2002, the AAU, NFHS, and United States Specialty Sports Association (USSSA) were the organizations that approved coaches.

Due to inconsistencies in those three programs, NCAA legislation was changed to grant the NCAA sole responsibility for authorizing approval for coaches. As a result, LexisNexis was contracted in 2003 to administer background checks for all individuals involved in coaching activities in NCAA-certified MBB events. At conception, the existence of a felony adjudication for any reason at any point in the applicant's history would not meet the standards for approval outlined in the application process.

Beginning in February 2006, a new standard in the criminal guidelines was applied to the applicant screening process. The criminal standard was changed to indicate that individuals with a violent felony charge would be permanently ineligible for coaches' approval; however, those with a non-violent felony would be eligible if the conviction was older than seven years. Sex offenders were also ineligible for approval regardless of the charge level.

The women's events became subject to the Coaches' Approval requirement on August 1, 2006, and beginning the spring 2009, all activity (event and league) operators were required to submit to the same process at which point the name was changed from Coaches' Approval to the NCAA Participant Approval Process).

Beginning in spring 2011, the criteria utilized in the background screening was changed again and there was no longer a distinction between violent and nonviolent felonies. As of 2011, the standard for the background check returned to the original standard of a felony adjudication for any reason at any time in the applicant's history would render the individual ineligible of receiving a participant approval number from LexisNexis and therefore, not permitted to operate an NCAA certified event/league or coach at an NCAA certified event. In 2014, the background screening process was updated to require coaches and operators to obtain a screening annually and to complete an eligibility educational video through NFHS.

The background screening and educational components were outsourced to USA Basketball (USAB) in 2017. To accommodate the NCAA's requirements, USAB created their Gold license. The NCAA's criteria utilized in background screening was merged with USAB's criteria plus an appeal process was created. The Gold license incorporates educational videos regarding eligibility, coaching methods, and SafeSport along with the background screening.

**2-2. Recruiting/Scouting Services History.**

The NCAA scouting service legislation was originally referenced in the 1972-73 Division I Manual as Bylaw 1-5 (h).

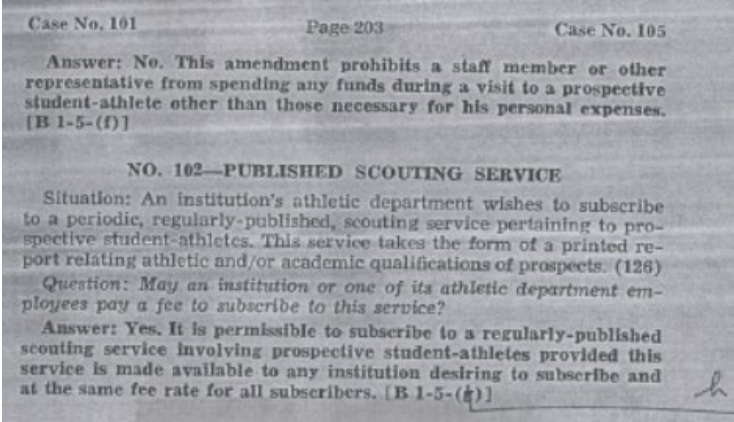
(h) An institution may not pay any costs incurred by an athletic talent scout in studying or recruiting prospective student-athletes. An institution may not place any such person on a fee or honorarium basis and thereby claim him as a staff member entitled to expense money.

**Bylaw 1-5-(h)**

An institution may not pay any costs incurred by an athletic talent scout in studying or recruiting PSAs. An institution may not place any such person on a fee or honorarium basis and thereby claim him as a staff member entitled to expense money.



The bylaw restricted payment to a talent scout, but an interpretation in Case No. 102 clarified that it was permissible to subscribe to a regularly-published scouting service provided that the service is made available to any institution desiring to subscribe and at the same fee rate for all subscribers:



- Case 102 – Published Scouting Service**
- Situation – An institution’s athletics department wishes to subscribe to a periodic, regularly published, scouting service pertaining to PSAs. This service takes the form of a printed report relating athletic and or academic qualifications of prospects.
  - Question – May an institution or one of its athletic department employees pay a fee to subscribe to this service?
  - Answer – Yes. It is permissible to subscribe to a regularly-published scouting service involving PSAs provided this service is made available to any institution desiring to subscribe and at the same fee rate for all subscribers.

That legislation was revised slightly in the 1988-89 manual:

**Bylaw 1-5-(b)**  
An institution may not pay any costs incurred by an athletic talent scout or a representative of its athletics interests in studying or recruiting PSAs. An institution may not place any such person on a fee or honorarium basis and thereby claim ~~him~~ that person as a staff member entitled to expense money.

**Case 202 – Published Scouting Service**  
Same as #102 (see previous entry)

The first bylaw specifically addressing a published scouting service appeared in the 1989-90 Division I Manual. This legislation was created to establish criteria that must be satisfied for a Division I institution to subscribe to a recruiting or scouting service. These minimum standards included requiring recruiting or scouting services to publish reports on a regular basis and to charge the same fee rate for all subscribers.

13.14.3 was adopted into legislation in January 2002 requiring entities to publish reports on a regular basis and to charge the same fee rate for all subscribers.

**13.14.3 Published Scouting Service**  
An institution may subscribe to a regularly published scouting service involving prospects, provided this service is made available to all institutions desiring to subscribe and at the same fee rate for all subscribers. CB 202

**13.14.3.1 Video Services**  
Member institutions are permitted to use video services so long as only regularly schedule (regular season) high school or two-year college contests are involved. The institution may not contract with the service in advance to have a particular contest videotaped, and the service must be available to all institutions at the same cost. LA 86-39

The minimum standards put in place at that time were not enough to effectively regulate the recruiting environment and the bylaw was revised to include defined penalties.

**13.14.3.3 Effect of Violation**  
Violations of Bylaw 13.14.3 and its subsections shall be considered institutional violations per Constitution 2.8; however, such violations shall not affect the PSA's eligibility. (Adopted 8/5/04)

The NCAA membership acknowledged a proliferation of recruiting services, particularly in the sport of MBB, that were not providing information consistent with the original intent of the legislation. There had also been an increase in scouting services that were tied directly to teams or events involving elite PSAs and concerns were expressed that the services were being used as leverage in the recruiting process. Services would only provide demographic information from other sources or information that would not assist in the evaluation of talent. The perception was that unless an institution subscribed to a specific service, it would be at a disadvantage in attempts to recruit prospects linked with the scouting service operators.

As a result, the bylaw was amended to include additional criteria via NCAA Proposal 2009-56:

**Bylaws:** Amend 13.14.3, as follows:

13.14.3 Recruiting **or Scouting** Services.

~~13.14.3.1 Published Recruiting Services:~~ An institution may subscribe to a regularly-published recruiting or scouting service involving prospective student-athletes, provided ~~this~~ **the institution does not purchase more than one annual subscription to a particular service and the** service ~~is~~;

**(a) Is** made available to all institutions desiring to subscribe and at the same fee rate for all subscribers;

**(b) Publicly identifies all applicable rates;**

**(c) Disseminates information (e.g., reports, profiles) about prospective student-athletes at least four times per calendar year;**

**(d) Publicly identifies the geographical scope of the service (e.g., local, regional, national) and reflects broad-based coverage of the geographical area in the information it disseminates;**

**(e) Provides analysis in the information it disseminates beyond demographic information or rankings of prospective student-athletes;**

**(f) Provides access to samples or previews of the information it disseminates prior to purchase of a subscription; and**

**(g) Provides video that is restricted to regularly scheduled (regular season) high school, preparatory school or two-year college contests and for which the institution made no prior arrangements for recording. (Note: This provision is applicable only if the subscription includes video services.)**

~~13.14.3.2 Video Services: An institution is permitted to use a video service, provided only regularly-scheduled (regular season) high school or two-year college contests are involved. The institution may not contract with the service in advance to have a particular contest recorded or provided, and the service must be available to all institutions at the same cost. Off-campus observation of a prospective student-athlete via video made available by a scouting service is considered an evaluation activity and is subject to applicable evaluation regulations.~~

In March 2010, legislation was adopted which requires services to identify all rates, publish information quarterly, provide individual analysis of each prospect beyond demographic information or ranking and to provide sample reports to institutions. [Proposal no. 2009-56]. This legislation acknowledged the overall value of recruiting/scouting services but protected the integrity of the recruiting process by reinforcing the intent of the original legislation.

Prior to the March 2010 changes, it was permissible for an institution to subscribe to a video-only service. Video-only services typically provide a cost and time-effective method for obtaining video of PSAs. Such services are not the recruiting services that were operating outside of the intent of the legislation as described in the rationale of Proposal No. 2009-56. Further, most video-only services now merely provide a way for institutions to obtain video of high school contests over the Internet without the mailing costs and time-consuming preparation needed to request film from high school coaches. An unintended consequence of the adoption of Proposal No. 2009-56 was that institutions could not subscribe to an online video-only service because the service(s) could not meet the threshold of requirements included in the proposal.

As a result, legislation was adopted in March 2011, that carved out an exception to allows an institution to use or subscribe to a video service that only provides video of PSAs and does not provide information about or analysis of PSAs. The video-only service is not required to publish information about PSAs at least four times a year and is not permitted to provide individual analysis for PSAs but is subject to the other criteria outlined in the bylaw. [Proposal No. 2010-47]

Prior to 2012, NCAA Division I member institutions were solely responsible for evaluating scouting services and determining which ones satisfied the legislated restrictions to allow their coaches to subscribe. In response to an increase in attention related to basketball and football scouting services, it became clear that a need existed for the membership to adopt a new approach to consistently evaluate recruiting services in these sports.

Legislation was adopted in March 2012 specifying that a Division I institution cannot subscribe to an RSS that has not successfully completed an approval process, administered by the NCAA national office. The staff-administered process was expected to be more efficient and better ensure compliance with existing legislation governing the elements required to permit an institution's subscription to a recruiting service. [Proposal No. 2011-52]. This legislation was adopted with an immediate effective date for implementation of the approval process; but the legislation was not applicable until June 1, 2012.

In June 2012, ECAG inherited the responsibility of administering this process.

The web-based application was available April 1 to May 31, 2011 for basketball services to voluntarily apply as a trial-run for the application process. Beginning in 2012, all basketball and



football scouting services were required to apply due to the June 1, 2012, effective date of the legislation.

In July 2012, legislation was adopted to require that a Division I institution shall not subscribe to a scouting service that provides information regarding prospects in a nonstandard format and to restrict live or individualized oral reports. [Proposal No. 2012-6] This legislation was later revised for clarity to specify that the scouting service does not provide information in any form (e.g., oral reports, electronic messages) about PSAs beyond the standardized, consistent information that is provided to all subscribers. [Proposal No. 2014-4]

## **2-3. Agent Certification History.**

The April 2018 report from the Rice Commission recommended, and the NCAA adopted, legislation to allow SAs who meet the criteria outlined in the Prerequisites for SAs before NCAA-Certified Agent Representation is Permissible section of these policies and procedures (P&Ps) to hire NCAA-certified agents so that the SAs can receive meaningful assessment of their professional prospects earlier in their journey. The commission focused solely on MBB, and it was the commission's belief that these SAs needed earlier professional advice to determine whether it is in their best interests to declare for the NBA draft or whether college basketball offers a superior pathway.

As a result, following the 2018-19 basketball season, NCAA legislation was amended to allow a select few SAs to meet with and be represented by an NCAA-certified agent without losing eligibility. To accomplish this, the NCAA created an agent certification program applicable to MBB agents beginning in August 2019. Since the legislation went into effect prior to the launch of the NCAA program, any NBPA-certified agent was permitted to represent SAs in 2019.

### **April 24/May 3, 2018**

Managing Director of Enforcement, Mark Hicks; Director of Enforcement, Jeremy McCool; and Associate Director of Enforcement, Mason Pike begin to sit in on the internal working group (agents) discussions to observe and absorb discussions in preparation for the department to build agent certification program. During this same time Hicks organizes a project team with the following departments represented: enforcement, AMA, EC, administrative services, Information Technology (IT), finance, Office of Legal Affairs (OLA), communications and government relations. The project team meets regularly until sometime in the fall/early winter.

### **June/July 2018**

Pike researches and compares the different agent certification programs used by other organizations and summarizes information in a chart that is subsequently shared with the internal working group and project team. Pike met with USA Track and Field (USATF) general counsel to discuss their agent certification program.

### **September 2018**

Pike is asked to put together a high-level flow chart of a possible application and adverse action process for the agent certification program. Process flows are shared with the project team and later ECAG.

### **Fall 2018**

Members of the project team begin to meet with IT to start developing stories/IT solutions to the application process.

### **Oct./Nov. 2018**

Details are added to the application and adverse action process based on the original flowcharts. Hicks and Pike meet with OLA on several occasions to review possible processes and pitfalls of various approaches.

### **December 2018**

Hicks and Pike visit the NBPA offices to discuss their program and potential collaboration.

#### **December 3, 2018**

Sandy Parrott, the associate director overseeing all areas of ECAG, begins work in a new position as the Director of ECAG and Pike transfers materials and project management role to Parrott. Parrott joins the IT project team and work begins developing stories and coding/testing the application.

#### **January 2019**

NCAA CONVENTION. Hicks and Parrott engage in discussion with SVPC regarding, what preparation work has been completed to date to create the certification program, anticipated future asks of SVPC, and an overview of potential requirements.

#### **January 21, 2019**

Darin Van Vlerah, an assistant director of enforcement for the basketball development group, begins as associate director, agent certification

#### **February 4, 2019**

Derrick Coles begins as assistant director, development for agent certification

#### **February 2019**

Pike completes his work for agent certification and transfers responsibility to Parrott and Van Vlerah.

#### **Feb./March 2019**

Webinars with NCAA membership to discuss new agent rules.

#### **March 2019**

Meeting with NBPA to discuss NCAA agent certification program and receive feedback.

#### **March 2019**

SAs who request an NBA Undergraduate Advisory Committee (UAC) evaluation can be represented by an NBPA-certified agent and preserve their college eligibility.

#### **April 2019**

Present NCAA agent certification program to NABC convention attendees

#### **May 2019**

Van Vlerah and Coles attend NBPA agent seminar meetings in LA, Chicago and New York to rollout NCAA Agent Certification program.

#### **August 5, 2019**

NCAA agent certification application opens online. Beginning in March 2020, SAs who request a UAC evaluation from the NBA can ONLY be represented by an NCAA-certified agent. Letter is provided to NBPA to send to all NBPA-certified agents regarding new NCAA requirements. This letter explained the requirements for NCAA certification the restriction that beginning in spring 2020, only SAs who use an NCAA-certified agent can test the waters and retain their collegiate eligibility.

#### **August 6, 2019**

Lebron James tweets disgust over NCAA educational requirement calling it the Rich Paul Rule in response to the NCAA's letter emailed by the NBPA. Additional backlash ensues.



#### **August 2019**

NCAA Communications tweets a statement identifying the logic behind the NCAA's requirement of a bachelor's degree stating that "as a higher education organization the NCAA values a college education...Guided by recommendations from the Commission on College Basketball...the NCAA certification process should be more stringent than current processes. With this in mind, we benchmarked our new rules against requirements for other

organizations that certify agents, like the NBPA which also requires agents to have a bachelor's degree."

**August 8, 2019**

By 9:00 am the next morning, ECAG provided an "elevator speech" of talking points and standard language email for enforcement staff and other NCAA staff to use when questioned about the requirement to ensure a unified message was being presented. 11:30 am - NCAA Communications retweets the August 7 tweet with the addition of the following statement: "We recognize they and others provide discretionary waivers to the degree requirement."

**August 12, 2019**

The NCAA amends its requirements to no longer require a bachelor's degree if the NBPA has waived its educational requirements and certified the agent. NCAA criteria was reworded to state that an agent must "have a bachelor's degree and/or be currently certified and in good standing with the NBPA." NCAA Communications releases a video statement from Executive Vice President of Regulatory Affairs Stan Wilcox that explained the change posted online by NCAA communications. By close of business (5pm) on August 12, ECAG provided talking points that contained more details than the initial elevator speech. Again, the intent was to assist enforcement staff and other NCAA staff when questioned about the requirement to ensure a unified message was being presented. The ECAG "elevator speech" was updated by noon the next day (8/13).

**September 15, 2019**

Group of elite agents pens a letter to the NCAA expressing their intent to boycott the NCAA application process.

**September 31, 2019 (11:59 pm Eastern)**

NCAA agent certification application closes.

**October 4, 2019**

Representatives of the NCAA (Executive Vice President of Regulatory Affairs Stan Wilcox, Vice President of Enforcement Jon Duncan, Hicks, Parrott, Van Vlerah, Coles); representatives of the NBPA (Ron Klempner and Kirk Berger) and representatives of the elite agent group (Rick George, Leon Rose, Bill Duffy, Mark Bartelstein, and Jeff Schwartz) discussed the boycott letter via conference call. Due to scheduling delay for that call, the application deadline was extended October 31, requiring a 2<sup>nd</sup> exam date. Three agents missed the first available date due to late application waiting to see if the agent certification program would cease to exist and were unable to attend the second scheduled date; so, individual in-person exams were scheduled to accommodate.

**October 31, 2019 (11:59 pm Eastern)**

NCAA agent application closes for the extension period.

**November 6, 2019**

Originally scheduled exam date. First group of agents take an in-person exam at the NCAA national office

**November/December 2019**

Multiple exams scheduled for a single agent to accommodate those who could not make the two scheduled test dates (November 20, December 3, 12, 17 and 18).

**December 10, 2019**

An additional opportunity is scheduled for the exam to accommodate the extended application period. Second group of agents (10 agents) take an in-person exam at the NCAA national office

**November 21, 2019**

First agent is added to the directory.

#### **December 2019**

NCAA's first list of certified agents is posted online

#### **December 2019 to March 2020**

Implemented aggressive educational campaign aimed at agents, compliance directors, college coaches, NBPA, NBA, parents and SAs about the NCAA Agent Certification Program and the requirement that only NCAA Certified Agents be used by underclassmen as they “test the waters” of the NBA draft process.

#### **January 2021**

NCAA-agent certification application deadline extended to correspond to the NBA season and dates due to Covid 19

#### **February 2021**

Virtual review session and first-year exam administered due to Covid 19

## **3 - AUTHORITY AND GOVERNANCE.**

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### **3-1. Administrative Authority.**

NCAA staff within ECAG are responsible for evaluating all certification/approval processes, ensuring that established standards are maintained and enforcing NCAA legislation and ECAG policies, procedures, guidelines and requirements as outlined in the ECAG P&Ps, all which are subject to change at any time and without prior notice. ECAG has authority over administration of each of the subareas it has been assigned (identified in this chapter) and all associated technology platforms.

ECAG certification/approval is an indication that at the time of ECAG review, an application, PERF, team justification, individual or entity demonstrated compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements.

NCAA certification/approval is granted for a very specific purpose and the NCAA legislation and policies, procedures, guidelines and requirements are focused on those purposes and limited in scope. NCAA certification/approval is not a seal of approval or determination of quality. Further, because the NCAA is not involved in the operation of these events, leagues, participating teams, recruiting/scouting services or sports agencies, there are certain choices made by those entities/activities that the NCAA currently does not have restrictions or guidelines to govern.

ECAG has the authority, including and without limitation, to approve or deny annual applications for certification/approval, develop/investigate potential violations and impose adverse actions and/or penalties. ECAG is authorized to develop and edit operating procedures needed to administer the varying certification/approval processes, including, but not limited to, the authority to determine the nature and categories of information that registrants are required to submit; set deadlines for submission, adjust financial requirements, develop education resources, implement educational requirements, and other similar details necessary to successfully effectively accomplish its defined purpose.

At any point in the certification/approval process, ECAG may request additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate and necessary to determine compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. Investigations may require interviews via technology or in-person and all ECAG "process participants" [operators or individuals who are involved in operating or managing of an NCAA-certified event of NCAA-certified event, NCAA-certified league or an NCAA-approved recruiting/scouting service; individuals involved in coaching activities at an NCAA-certified nonscholastic event; individuals responsible for an organization of teams participating at an NCAA-certified event; individuals who have obtained NCAA agent certification; and participating SAs and PSAs] have a responsibility to cooperate.

ECAG is not required to provide notice of an inquiry prior to initiating an investigation/review and a process participant may be approached both to determine whether the process participant engaged in some egregious behavior, has information on a potential NCAA violation or to tap into their knowledge as a subject area expert.

ECAG has the sole and final authority to determine whether a violation has occurred and the suitable adverse action(s). Penalties imposed vary in severity and process participants acknowledge that such decisions are final and not subject to appeal. In instances where a process participant refuses to cooperate, ECAG has the authority to impose the penalty until such time when the process participant is compliant and/or has cooperated. Further, it is within ECAG's authority and process participants must agree that ECAG can share information acquired/obtained with other NCAA staff groups, NCAA membership/committees, law offices, governing bodies and/or other individuals/entities determined to be appropriate at ECAG's discretion. (SEE: Agreement to Shared Information.)

[NOTE: Council actions are subject to review by the BOD.]

### **3-1-1. Basketball Certification.**

#### **3-1-1-1. Nonscholastic Event Certification.**

Pursuant to Bylaw 13.18, the MBOC and WBOC have the authority to revise ECAG policies and/or adopt additional legislation/requirements pertaining to nonscholastic basketball events and leagues certified by ECAG.

#### **3-1-1-2. Scholastic Event Certification - MBB.**

Pursuant to the NCAA Division I Governance process, the NCAA Division I Council (Council) has primary legislative authority to revise NCAA Bylaw 13.1.7.5.3 and/or adopt additional legislation pertaining to scholastic events (MBB only) certified by ECAG as proposed by the MBOC.

#### **3-1-1-3. Summer League Certification.**

Pursuant to the NCAA Division I Governance process, the Council has primary legislative authority to revise NCAA Bylaw 17.31.4 and/or adopt additional legislation pertaining to MBB and women's basketball (WBB) leagues certified by ECAG as proposed by the MBOC and WBOC.

### **3-1-2. Recruiting/Scouting Services.**

Pursuant to the NCAA Division I Governance process, the Council has primary legislative authority to revise NCAA Bylaw 13.14.3 and/or adopt additional legislation pertaining to RSSs approved by ECAG as proposed by the ECAG Task Force, MBOC, WBOC and FBOC.

### **3-1-3. Agent Certification.**

Pursuant to the NCAA Division I Governance process, the Council has primary legislative authority to revise NCAA Bylaw 12.02.1.2 and/or adopt additional legislation pertaining to agents certified by ECAG as proposed by the SVPC.

## **3-2. Enforcement of Deadlines.**

Deadlines are set at the discretion of ECAG, but once identified will be enforced. All deadlines expire at 11:59 p.m. Eastern Time.

Deadlines are NOT speculative and therefore there is no gray area; they are either met or not met. Process participants are expected to plan accordingly to make sure that all processes and information are completed or submitted by the applicable deadline. Information submitted in one of the ECAG online platforms will be date-stamped and are not disputable.

In incredibly rare circumstances (i.e., the NCAA is at fault, acts of God in the weather/pandemic, etc.) relief from the deadline may be available. ECAG has full authority to determine if relief from a missed deadline is warranted.

### **3-2-1. Official Submission Required.**

An application/PERF done via an NCAA online platform is NOT considered submitted until the status has changed online from "Not Submitted" to "Submitted". Although all the information may have been entered online, until it is completely submitted and the status has changed, ECAG will not process the application/PERF. Leaving the application/PERF status as "Not Submitted" may result in denial of NCAA certification/approval.

### **3-2-2. Deadline Verification.**

For any information that must be submitted by email or hard copy, it is the applicant's responsibility to verify and produce proof of a timely submission. It is advisable to mark all emails for a read and delivery receipt and keep that verification as proof of successfully submitting the information and all hard copies should be submitted in writing via some type of traceable delivery (i.e., FedEx, UPS, certified mail, etc.).

## **3-3. ECAG Task Force.**

The NCAA Division I Council Coordination Committee approved the creation of an ECAG Task Force to provide more frequent and direct assistance to staff. The task force is comprised of two members from the MBOC, WBOC, FOC and the NCAA Division I Student-Athlete Experience Committee (SAEC). The oversight committees retain authority for the respective policies, but the task force will work on their behalf to expedite review/discussion with the full committees. General responsibilities of the task force include:

1. Review and approve event and team certification and recruiting/scouting services criteria proposed by ECAG. This would include initial adoption of new criteria and subsequent amendments or modifications.
2. Serve as advisory board for basketball certification and recruiting/scouting service approval questions concerning priorities, process improvements, potentially challenging adverse action decision, etc.
3. Other duties delegated by the Council or other authorized NCAA

## **4 - TERMS OF PARTICIPATING IN ECAG PROCESSES.**

### **4-1. NCAA Requirements and Non-NCAA Members.**

Because ECAG "process participants" [all operators or individuals who are involved in operating or managing of an NCAA-certified event of NCAA-certified event, NCAA-certified league or an NCAA-approved recruiting/scouting service; individuals involved in coaching activities at an NCAA-certified nonscholastic event; individuals responsible for an organization of teams participating at an NCAA-certified event; individuals who have obtained NCAA agent certification; and participating SAs and PSAs] are not NCAA members subject to its bylaws, by participating in the certification/approval process or accessing any ECAG technology platform, process participants are voluntarily agreeing to comply with NCAA requirements and submitting to NCAA authority. the terms and accepting responsibility for compliance with all NCAA legislation and ECAG policies, procedures, guidelines and requirements. Additionally, registration, applications and other technology activities will include the requirement to acknowledge and agree to compliance with the previously mentioned terms and voluntarily submitting to ECAG oversight and enforcement. This agreement is for perpetuity and applies to all current and former process participants.

As a condition of certification, approval or participation, process participants expressly agree:

1. To terms and conditions outlined in the chapter Terms of Participating in ECAG Processes.
2. To operate their event/league, team, service or agency in compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements.



3. To be subject to the processes and possible penalties set forth in NCAA legislation and ECAG policies, procedures, guidelines and requirements as the exclusive means of resolving all disputes arising from or relating to NCAA certification/approval, including without limitation, the ECAG's decision regarding certification/approval, withdrawal or the propriety of any penalty authorized hereunder.
4. To be subject to adverse actions and/or penalties for failure to comply NCAA legislation and ECAG policies, procedures, guidelines and requirements.
5. That the NCAA is not responsible for any actions taken by another governing body (USAB, NBPA, etc.), state regulatory bodies, professional associations or other third-parties arising from or relating to administration of NCAA legislation and ECAG policies, procedures, guidelines and requirements and that by agreeing to participate in ECAG programs (basketball certification, agent certification, recruiting/scouting service approvals) the operator, coach, service or agent accepts the foregoing risks.

#### **4-1-1. Responsibility for NCAA Compliance.**

Process participants are ultimately responsible for ensuring that their events, leagues, services, teams, organizations and agencies are compliant with NCAA legislation and ECAG policies, procedures, guidelines and requirements.

Process participants are expected to know and understand all rules/requirements provided to them by ECAG on the NCAA website, in one of ECAG's online platforms or in any other format and have plans/procedures to successfully comply. ECAG will not consider the individual's purported lack of knowledge as a mitigating factor in determining whether the process participant violated NCAA legislation and ECAG policies, procedures, guidelines and requirements or in assessing any associated penalty. Provisions contained in NCAA legislation and ECAG policies, procedures, guidelines and requirements were adopted with the intent or purpose to confer a benefit on any third party.

##### **4-1-1-1. Responsibility for Personnel (Paid or Unpaid).**

Process participants are presumed to be responsible for the compliance of the association or entity they are part of, including all employees and individuals (paid or unpaid) who report to them directly or indirectly; as well as any individual who assists with or oversees their work; those that participate (or responsible for those that participate) in or benefit from their NCAA certified/approved service, event, league, team or agency.

The process participants should inform their staff that by assisting with the event, they have an obligation to cooperate fully with and assist the NCAA and if requested, participate in an interview(s). The process participant will be held accountable for staff actions that warrant adverse actions in association with the event, league, service, team, organization or agency unless the process participant can rebut the presumption of responsibility by showing he/she has promoted an atmosphere of compliance, have monitored the activities of those individuals and have proactively taken steps to avoid such violations.

##### **4-1-1-2. Limitations on Involvement.**

Individuals who complete an application and obtain NCAA certification/approval or who have created any nonathlete account in an ECAG online portal/system are responsible to ensure that the following limitations on involvement, whether active or passive, are upheld in their NCAA certified/approved service, event, league, team or agency.

##### **4-1-1-2-1. Financial Support Restrictions.**

No event/league, service, entity or any participating team may receive financial support from any individual or agency involved in marketing any individual's athletics reputation or ability or any representatives of an NCAA member institution's athletics interests who is assisting or has assisted in the recruiting process. Further, all NCAA-certified agents are prohibited from financially supporting an NCAA-certified event/league or participating team.

#### **4-1-1-2-2. Agent Restrictions.**

Neither the event/league nor any participating team shall be associated with any individual or agency involved in the marketing of any individual's athletics reputation or ability (including an employee of an agent or anyone associated with an agent in his or her capacity of marketing any individual's athletics reputation or ability). Further, all NCAA-certified agents are prohibited from associating with an NCAA-certified event/league or participating team.

#### **4-1-1-2-3. Sports Wagering Restrictions.**

Neither the event/league nor any participating team may receive financial support or be associated in any way with a venue or other entity that is associated in any way with wagering on intercollegiate athletics.

#### **4-1-1-2-4. Restrictions on Bribery, Point Shaving or Game Fixing Involvement.**

Neither the event nor any participating team shall have on its staff or as a participant any individual who has been found guilty or pleaded guilty in a court of law for having been involved in sports bribery, point shaving or game fixing.

#### **4-1-1-3. Atmosphere of Compliance.**

The ECAG process participant is expected to promote an atmosphere of compliance within his or her program and monitor the activities of all those associated with their event, league, recruiting/scouting service, sports agency, nonscholastic team or organization of teams. See SUPPLEMENT – Strategies to Promote an Atmosphere of Compliance.

### **4-1-2. Unfettered NCAA Access.**

As a condition of certification, approval or participation, process participants expressly agree to an affirmative obligation to allow the NCAA and/or ECAG designated representatives unfettered access to all parts of the business operations associated with the approved/certified activity/service including, but not limited to, physical locations, operational procedures, associated financial records, and all other relevant information.

#### **4-1-2-1. Complete, Truthful and Accurate Information.**

Process participants have agreed to an affirmative obligation to provide complete, truthful and accurate information to the NCAA in any submission, during all conversations/interviews or in any other interaction.

#### **4-1-2-1-1. Agreement to Shared Information.**

Process participants must agree that the any information acquired by the NCAA/ECAG while processing, monitoring, investigating or otherwise received/discovered may be shared with other NCAA staff groups, NCAA membership/committees, law offices, governing bodies and/or other individuals/entities determined to be appropriate at ECAG's discretion.

#### **4-1-2-2. Online Engagement.**

#### **4-1-2-2-1. NCAA Terms of Use.**

The entirety of the NCAA Terms of Use for the NCAA website(s) together with its subpages and microsites (i.e., BBCS, recruiting/scouting service approval application, CAP, etc.) are accessible on the login page of each of the ECAG online applications and included as supplements to these P&Ps.

#### **4-1-2-2-2. NCAA Privacy Policy.**

The entirety of the NCAA Privacy Policy for the NCAA website(s) is accessible on the login page of each of the ECAG online applications and included as supplements to these P&Ps.



#### **4-1-2-3. Financial Transparency.**

Process participants must agree to an affirmative obligation of financial accountability and to submit to significant measures executed by the NCAA or its representatives to ensure financial transparency. Such measures include, but are not limited to:

1. Be subject to audit and to provide all required IRS and other tax filings upon request.
2. Disclose all sources of financing and other payments and the recipients of all funds provided for or collected in relation to the certification/approval obtained from the NCAA; and
3. Disclose any financial relationship between themselves or the pursuits for which they obtained certification/approval with any administrator, coach or booster at any NCAA school, apparel company or other similar entities.

#### **4-1-2-4. Responsibility to Cooperate.**

Process participants have agreed to an affirmative obligation to cooperate fully with and assist the NCAA with any investigation regarding possible NCAA rules violations, even if the violations are unrelated to ECAG certification/approval. Full cooperation includes, but is not limited to:

1. Provide relevant information.
2. Provide complete and accurate information.
3. Provide supporting documentation requested by the NCAA staff; or
4. Respond to inquiries in a timely manner.

#### **4-1-3. Maintain an Online User Account and Engage with ECAG's Online Platforms.**

Requests for NCAA certification/approval are made via one of ECAG's online platforms. The process participant must have an active user account that is maintained to be accurate. The process participant must agree to the attestations, terms and conditions outlined in that platform in addition to those on ncaa.org. Similarly, the process participant is responsible to add "@ncaa.org" as a "safe" or "trusted" source in any filters being used by their email service provider to ensure receipt of all communications from the NCAA and when requested provide ECAG with an administrative username and password to access their technology platforms.

##### **4-1-3-1. User Account Contact Information.**

Process participants are responsible for the accuracy of their contact information. If an issue arises, ECAG will contact the process participant via the email address on the user account. In very rare circumstances, ECAG may choose to use some other form of communication, but typically, especially in regards to normal processing procedures, ECAG will NOT attempt to contact or send the request by other means (fax, phone, mail, overnight delivery service, fax, etc.)

##### **4-1-3-2. Registration Agreements and Attestations.**

The process participant must agree/attest to statements of compliance at various stages of registration and submission in the online systems. Examples of addressed topics include. NCAA compliance and authorization to share information.

##### **4-1-3-3. Whitelist NCAA Email Addresses with Service Provider.**

Process participants are responsible for adding "@ncaa.org" as a "safe" or "trusted" source in any filters being used by their email service provider to ensure all communications from ECAG or the online systems are received without being marked as spam, sent to a junk mail folder, etc. A response is expected prior to the deadline for a received email regardless whether it was seen by the process participant. Additionally, when requested, the process participant must provide ECAG with an administrative username and password to access their technology platforms.

#### **4-1-3-4. Security of Online User Account and NCAA Data.**

Process participants are required to maintain the security and secrecy of the username and password used to access any of the NCAA online platforms. In other words, sharing one's username and/or password with other individuals or entities who are not authorized to access the online platform is prohibited and any/all activities that occur while signed into an account are the responsibility of the account owner.

##### **4-1-3-4-1. Security of Basketball Certification System (BBCS) Data Accessed via User Account. [BASKETBALL CERTIFICATION ONLY]**

Consistent with the BBCS use policy, operators agree annually "not to distribute, reproduce, republish, display, modify, transmit, reuse, repost, link to, or use any information or data from or relating to a PSA provided or otherwise made available", except for the limited purpose of creating an information packet to be provided or made available to NCAA coaches attending an event.

Any use of this information beyond that limited purpose is unauthorized. Further, should the operator share this information with a third-party for the limited purpose of creating a coach's packet, the operator is responsible for ensuring that the third-party does not exceed the authorized use of that information.

If the operator or a third party the operator provided access to the BBCS data exceeds the authorized use of the information, the NCAA reserves the right to pursue any remedies available under the BBCS Guidelines and/or the law.

#### **4-1-4. Agreed Submission to Adverse Actions and/or Penalties.**

Process participants have acknowledged the authority of ECAG and agreed to submit to adverse actions and/or penalties, including withdrawal of current or denial of future certification/approval imposed by ECAG for noncompliance. Questions involving the application of NCAA legislation to specific facts may require ECAG to request a legislative interpretation by AMA staff; so, the process participant must acknowledge understanding that any such determination is conclusive for purposes of ECAG's administration of the ECAG certification/approval programs. Process participants also acknowledge that ECAG has sole authority to determine whether a violation has occurred.

#### **4-1-5. Release of NCAA from Other Associations' Actions.**

Process participants must acknowledge that the NCAA is not responsible for any actions taken by another governing body (USAB, NBPA, etc.), state regulatory bodies, professional associations or other third-parties arising from or relating to administration of the NCAA legislation and ECAG policies, procedures, guidelines and requirements and that by agreeing to participate in ECAG programs (basketball certification, agent certification, recruiting/scouting service approvals) the operator, coach, service or agent accepts the foregoing risks.

### **4-3. Representation of NCAA Certification/Approval.**

It is not permissible for an event/league operator, host organization, team/organization of teams, recruiting/scouting service, agent or any affiliated entity/individual to claim NCAA certification/approval when advertising (website, brochures, application, etc.) until that is a factual statement. Past NCAA certification/approval does not guarantee future certification/approval; so, it is prohibited to reference previous certification/approval as assurance that an event/league, recruiting/scouting service or agent will or is likely to be certified/approved in the current application period.

It would be permissible to communicate that "NCAA certification/approval is pending" once an application has been successfully submitted, but not before. Promotion of being NCAA certified/approved is permissible once the following is true:

- The operator, organization, or agent is included on the appropriate approval list accessible in one of the ECAG subject areas posted on [www.ncaa.org/ecag](http://www.ncaa.org/ecag);

- The operator, organization, or agent receives notification of the approval from ECAG; and
- For applications completed in an online system [BBCS, RSSP, or CAP], the status of the application appears as "approved".

If an application was submitted, but a decision has not yet been rendered, it is permissible to promote that "NCAA certification/approval is pending."

If an application has yet to be submitted in the current season/year, no claims of NCAA certification/approval are permitted.

Representation of certification/approval prior to it being granted (or possibly even requested) is inaccurate and is false and misleading to participating PSAs, their coaches and their families; participating SAs and their families; and to the NCAA membership. False claims of certification may result in denial of current or future certification/approval.

#### **4-3-1. Permissible Language for ECAG Subject Areas.**

##### **4-3-1-1. Promotion of Certified Basketball Events and Leagues.**

Once an event/league has been notified by ECAG that the event/league has received NCAA certification and the event/league has been posted to the appropriate approval list on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification), the event/league may use the following language to promote the NCAA certification:

##### **4-3-1-1-1. Promotion of Events (nonscholastic).**

"This event has been certified by the NCAA in accordance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. NCAA Division I basketball coaches may attend for evaluation purposes."

##### **4-3-1-1-2. Promotion of Events (scholastic).**

"This event has been certified in accordance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. NCAA Division I basketball coaches may attend for evaluation purposes."

##### **4-3-1-1-2-1. Scholastic Events Approved by Another Association.**

Hosts of events that have been approved by the NFHS, the NJCAA, CCCAA and NWAC are asked to refrain from communicating that those events are "NCAA-certified events" as that is not an accurate statement, but may use the following language to promote their events: "This event has been certified by the NFHS (NJCAA, CCCAA, or NWAC) consistent with NCAA legislation and ECAG policies, procedures, guidelines and requirements."

##### **4-3-1-1-3. Promotion of Leagues.**

"This league has been certified by the NCAA in accordance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. Currently enrolled NCAA Division I basketball SAs may participate in the league."

##### **4-3-1-2. Promotion of Approved Recruiting/Scouting Services.**

Once a recruiting/scouting services has been notified by ECAG that the service has been approved by the NCAA and the service has been posted as approved both in the RSSP and on the list available to the NCAA membership posted on [www.ncaa.org](http://www.ncaa.org), the service may use the following language to promote the NCAA approval:

"This recruiting/scouting service has been approved in accordance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. NCAA Division I [insert football and/or men's/women's basketball] coaches are permitted to subscribe."

To assist institutional compliance staff, the service may also include the following

instructions:

"The [list of approved services](#) is posted online for staff at NCAA institutions to confirm approval. The list requires an NCAA login and is not available to the public."

If an application has been submitted, but a decision has not yet been rendered, the service may promote the service as "NCAA approval pending."

If the operator has applied, but a decision has not yet been rendered, OR the operator has not yet applied in the current season/year, no claims of NCAA approval are permitted. False claims of certification/approval may impact future eligibility to be NCAA-certified/approved.

#### **4-3-1-3. Promotion of NCAA-Certified Agents.**

Once an agent has been notified by ECAG that he/she has passed all the necessary steps to be eligible for certification, paid the certification fees, and appears on the NCAA-certified agent directory posted on [www.ncaa.org/enforcement/basketball-certification/agent-certification](http://www.ncaa.org/enforcement/basketball-certification/agent-certification), the agent may use the following language to promote the NCAA certification:

"I, <<agents name>>, have been certified by the NCAA in accordance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. This certification permits me to represent a currently enrolled NCAA Division I MBB SA as the SA explores opportunities to become a professional without negatively affecting that athlete's collegiate eligibility."

If an application has been submitted, but a decision has not yet been rendered, an agent may indicate that "Certification is pending."

If the agent has applied, but a decision has not yet been rendered, OR the agent has not yet applied in the current season/year, no claims of NCAA certification are permitted. False claims of certification/approval may impact future eligibility to be NCAA-certified/approved.

#### **4-3-2. NCAA Brand and Trademark Limitations.**

All rights to the identifying marks and symbols of the NCAA are reserved. No one may reproduce or copy them without the permission of the NCAA. Vigorous legal action will be taken against violators. [NCAA Current Trademarks](#).

It is not permissible for an event/league operator, host organization, team/organization of teams, recruiting/scouting service, agent or any affiliated entity/individual to utilize the NCAA brand in association with the operation of an event, league, team, recruiting/scouting service, or sports agent/agency including, but not limited to, use of the name, NCAA trademarked terms (i.e., March Madness, Final Four, Big Dance, etc.) or use of the blue disk or other NCAA logos. Impermissible use of the NCAA brand, logos and trademarks may result in denial of current or future certification, participation or approval and could be subject to additional legal action.

## 5 - ECAG ADVERSE ACTIONS.

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### 5-1. Conduct Subject to Adverse Actions/Penalties.

#### **5-1-1. Insufficient Submissions.**

Failure to submit information by the required deadline or provision of incomplete/insufficient information to ECAG in order to obtain certification/approval or to become eligible to participate in/with the activity/individual or entity granted NCAA certification/approval is subject to adverse actions in accordance with standards outlined in ECAG procedures. Examples of such conduct include, but are not limited to:

1. Failure to properly complete the application/PERF, including the required attestations.
2. Failure to submit required financial disclosures.
3. Failure to meet any ECAG deadline.
4. Failure to cooperate with the NCAA in its processing of an application, PERF, investigation, etc.
5. Failure to submit all documentation requested by ECAG or its representatives.
6. Failure to meet the NCAA background check requirements.
7. Failure to meet the NCAA educational requirements. For agents, this would include failure to achieve a passing score on the NCAA agent certification examination.

#### **5-1-2. Fraudulent/Dishonest Conduct.**

Fraudulent/Dishonest conduct includes a deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of such conduct include, but are not limited to:

1. Forgery or alteration of documents.
2. Unauthorized alteration or manipulation of computer files.
3. Deceptive financial reporting.
4. Plagiarism.

#### **5-1-3. Disqualifying Conduct.**

Disqualifying conduct includes any noncompliant behavior that is inadvertent, unintended, merely administrative, or happened despite the existence of processes to prevent those incidents. Disqualifying conduct may warrant adverse actions and/or penalties in accordance with ECAG's enforcement procedures. The presumed minimum penalty for most violations is withdrawal/denial of the process participant's application/PERF and/or impact the process participants eligibility to participate in or benefit from NCAA certification/approval. ECAG has the sole and final authority to determine whether the process participant has engaged in the disqualifying conduct/Disqualifying conduct/event includes, but is not limited to, the following:

1. Failure to comply with NCAA legislation and ECAG policies, procedures, guidelines and requirements.
2. Failure to comply with any of the ECAG terms and conditions.
3. Information has come to the attention of the NCAA that calls into question the applicant's qualifications.
4. Approval is not in the best interests of the NCAA's mission and/or certification program.

5. Participation and/or involvement with conduct detrimental to the integrity and public confidence in the NCAA.

#### **5-1-4. Invalidating Conduct.**

Should an occupational or professional license, certification, franchise or other similar credentials (i.e., sports union membership, certified public account, chartered life underwriter, registered investment advisor, etc.) be denied or withdrawn for a process participant. Or if they have been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member, the process participant may be subject to adverse actions by the NCAA as well. For example:

1. Loss of a USAB License. An NCAA-certified event/league operator or participating coach who loses his or her USAB license for any reason automatically forfeits eligibility to participate in activities associated with ECAG.
2. Loss of NBPA Certification. An NCAA-certified agent who loses his or her NBPA certification for any reason automatically forfeits NCAA certification.

#### **5-1-5. Unlawful Conduct or Potential Violations of State or Federal Law.**

The NCAA reserves the right to deny or withdraw a certification/approval or the ability to participate in that which is NCAA-certified or approved to any individual who has been arrested, charged or convicted of, received a deferred sentence or adjudication for, or pled guilty or no contest at any time for, or has been charged with any felony or any misdemeanor for a violent crime, sex offense or crime against a child. [NOTE: a diversion agreement will be considered a charge unless and until the agreement is fulfilled and the charge(s) dismissed.]

##### **5-1-5-1. Agent Specific Laws.**

The NCAA may also deny or withdraw certification/approval or impose other discipline on any agent found to have violated laws governing athletic agents including but not limited to violations of state law (e.g., UAAA/RUAAA) or SPARTA [15 U.S.C. 7801-7807] In such event, in its sole discretion, ECAG may impose additional adverse actions or penalties on the agent's further eligibility to reapply for NCAA certification.

#### **5-1-6. Impermissible Conduct.**

Impermissible conduct includes any noncompliant behavior that is intentional, deceptive, contrary to the NCAA's core mission or which may adversely affect the interest or well-being of SAs. The presumed minimum penalty for most violations is withdrawal/denial of the process participant's application/PERF and/or impact the process participant's eligibility to participate in or benefit from NCAA certification/approval including permanent ineligibility. ECAG has the sole and final authority to determine whether the process participant has engaged in impermissible conduct. Impermissible conduct includes, but is not limited to, the following:

1. Failure to comply with the following Terms and Conditions:
  - A. Unethical conduct and/or participation in a violation.
  - B. Failure to cooperate.
  - C. Restrictions on involvement.
  - D. False representation of NCAA certification.
  - E. Improper use of the NCAA brand and trademarks; and
  - F. Failure to provide complete, truthful and accurate information or to disclose information.
2. Failure to abide by the impermissible gifts, benefits and/or inducements requirements described in these P&Ps in the Requirements for ALL NCAA-Certified Events and Leagues and Requirements for NCAA-Certified Agents sections.



3. Failure to act or participate in activities that result in or considered to be a violation of NCAA legislation and ECAG policies, procedures, guidelines and requirements.
4. Misappropriating funds or engaging in specific acts of financial malpractice such as embezzlement, theft or fraud, which would render him/her unfit.
5. For agents, engaging in other conduct that significantly impacts adversely his or her credibility, integrity or competence to serve in a representative capacity on behalf of a SA (PSA representation is not permitted until high school students are eligible to enter the NBA draft).

#### **5-1-7. Unethical Conduct and/or Participation in a Violation.**

Participation in unethical activities and/or a violation(s) of NCAA legislation and ECAG policies, procedures, guidelines and requirements include, but are not limited to, involvement in:

1. Fraudulent activities.
2. Misconduct in the NCAA certification and approval process or activities associated with those processes.
3. Influencing others to furnish the NCAA false or misleading information; or
4. Any other activity conducted with intent to otherwise deceive.

## **5-2. Adverse Actions and/or Penalties for Violations.**

#### **5-2-1. Right to Impose Adverse Actions and Penalties.**

Failure to comply with NCAA legislation and ECAG policies, procedures, guidelines and requirements may result in adverse actions of varying severity at the discretion of ECAG. Process participants have agreed to submit to adverse actions and/or penalties imposed by ECAG, including withdrawal of current or denial of future certification/approval. Process participants also acknowledge that ECAG has sole authority to determine whether a violation has occurred and assess the resulting penalty acknowledging that such decisions are final and not subject to appeal. If a violation occurs, a penalty of some kind must be given.

ECAG has full authority to withdraw current or deny future opportunities to participate in or benefit from the NCAA-certification/approval process for any individual who fails or refuses to comply with NCAA legislation or ECAG policies, procedures, guidelines or requirements. ECAG reserves the right to penalize process participants whose conduct is detrimental to the integrity and public confidence in the NCAA or is not in the best interests of the NCAA.

Failure to achieve compliance and/or repetition of the same violation may result in assignment of harsher penalties. ECAG, in its sole discretion, has final authority to determine and impose appropriate additional adverse actions and/or penalties for noncompliance. ECAG decisions are not subject to further review.

#### **5-2-2. Potential Adverse Actions.**

ECAG has the sole and final authority to determine whether a violation has occurred or that operations are inconsistent with NCAA legislation and ECAG policies, procedures, guidelines and requirements. The same authority is granted to ECAG to determine the resulting suitable adverse action(s) and/or penalty(s) and those decisions are not subject to appeal. Adverse Actions can be imposed separately or in combination with other adverse actions or penalties.

##### **5-2-2-1. Denial of Certification/Approval.**

If NCAA-certification/approval is being requested and the process participant or activity fails to meet the criteria outlined in NCAA legislation or ECAG policies, procedures, guidelines and requirements, ECAG may refuse to grant certification/approval.

#### **5-2-2-2. Withdrawal of Certification/Approval.**

If NCAA certification/approval has been granted but a process participant or activity fails to remain compliant with NCAA legislation or ECAG policies, procedures, guidelines and/or requirements, ECAG may withdraw the previously granted certification/approval.

#### **5-2-2-3. Conditional Approval.**

Conditional approval applies when an individual is nearly eligible but fails to fully meet all certification requirements. If the individual has demonstrated the ability to comply with requirements, certification/approval can be granted reliant on some action(s) or condition. It is most often used with unestablished scouting services and agents who do not have the required number or years with NBPA certification. In basketball certification, ALL residency exceptions and roster justifications for an athlete to participate on a team are considered conditional approvals in that documentation has been provided to appear as a resident, but if found to be untrue, the justification/exception would not apply.

#### **5-2-2-4. Extended Evaluation.**

Extended evaluation applies when a violation has occurred, but a denial seems excessive. Extended evaluation is essentially a deferred adjudication, probation with rehabilitation. There is evidence of a violation, but ECAG determines not to charge a penalty and instead defer that finding. During this deferred period, the defendant will be placed on probation contingent on the individual completing some or a series of corrective actions. These actions aim at improving the behavior and restoring the individual/entity to former privileges through training. Failure to successfully meet all probationary terms results in the original penalty being reinstated and may instigate additional adverse actions.

#### **5-2-2-5. Not Eligible.**

An individual, activity or entity who/that has been determined to be not compliant or involved in a previous violation or activity that warranted adverse actions may be designated as “not eligible” to participate in and benefit from ECAG certification/approval processes.

### **5-2-3. Potential Penalties.**

ECAG has the sole and final authority to determine whether a violation has occurred or that operations are inconsistent with NCAA legislation and ECAG policies, procedures, guidelines and requirements. The same authority is granted to ECAG to determine the resulting suitable adverse action(s) and/or penalty(s) and those decisions are not subject to appeal. Penalties can be imposed separately or in combination with other adverse actions or penalties.

#### **5-2-3-1. Range of Penalties.**

Penalties vary based on the severity of the noncompliance. Heightened penalties are reserved for violations that:

1. Result in a PSA or SA losing their NCAA eligibility.
2. Involve a potential Level I or Level II bylaw violation by a member institution or institutional personnel.
3. Involve failures to comply with NCAA financial transparency and disclosure requirements.

#### **5-2-3-1-1. Warning or Formal Reprimands.**

Less egregious offenses and/or isolated instances of noncompliance may be punishable by a written warning, formal reprimand, or official notice of noncompliance.

#### **5-2-3-1-2. Probation.**

Minor violations of disqualifying conduct may result in probation, which is essentially a deferred judgement; in other words, a written warning with required corrective action. In these cases, although a violation did occur, the process participant or activity remains eligible, but is required to be 100% compliant the



following year. Violation that occurs during probation may result in heightened corrective actions or elevated adverse actions/penalties.

#### **5-2-3-1-3. Late Fees or Sliding Scale Fees.**

ECAG is authorized to charge fees for registration and application submission that are contingent on some objective criteria, date of submission for example.

#### **5-2-3-1-4. Fines.**

ECAG is authorized to require a fine as a penalty for noncompliance and withhold future participation, certification or approval until that time when the fine has been paid.

#### **5-2-3-1-5. Ineligibility.**

ECAG is authorized to determine and render the decision that an individual, activity or entity is “not eligible” to participate in and benefit from ECAG certification/approval processes even if the individual, activity or entity is not the recipient who/that obtains NCAA certification/approval.

For example, while coaches on a team obtain a USAB license and must be determined to be NCAA eligible, ECAG does not grant certification/approval to a participating team. It would be permissible, however, for ECAG to identify a team as “not eligible” for participation in an NCAA-certified event.

#### **5-2-3-2. Penalties for Noncompliant Teams Participating in an Event.**

Penalties imposed on teams or organizations of teams for financial disclosure, residency issues, etc. are applicable to all coaches associated with the team and if determined to be appropriate, may impact other teams within the organization. Further, teams participating in violation of residency requirements or participation of an ineligible coach will result in penalties for both the team coaches and for each event where the team participated. If the violation is a result of an association with a sports agent or due to actions of a scouting service, those individuals are also subject to adverse actions and penalties.

#### **5-2-3-3. Duration of Penalties.**

Penalties imposed are typically between a year and five years. ECAG has the authority, however, to impose the penalty until such time when the process participant is compliant and/or has cooperated. In some instances, if the process participant fails to submit, participate, or cooperate in a timely manner, the penalty may result in permanent ineligibility (i.e., refuses to be interviewed for an enforcement case and the case has concluded).

#### **5-2-3-4. Reporting of Penalties to Outside Entities.**

When a violation has occurred, it is within ECAG's authority to report that violation to other entities that would have interest in the findings or authority to impose additional penalties. For example, violations involving nonscholastic basketball coaches may be reported to USAB; agents representing currently enrolled SAs who are not NCAA-certified or NCAA-certified agents who are discovered providing impermissible services/benefits to a SA could be reported to the NBPA.

#### **5-2-4. Factors Considered when Determining Adverse Actions and Penalties.**

In assessing the appropriate disciplinary action, ECAG will consider the following factors:

1. Prior history of compliance/non-compliance.
2. Intentionality.
3. Any appropriate mitigating information.
4. Whether the violation was isolated or continuing.
5. Any impact to the eligibility of a current PSA or SA.

6. The involvement, if any, of an individual associated with a PSA (IAWP), booster, institutional coach, or in some cases an agent.
7. The extent of cooperation with the NCAA.
8. Any other fact or circumstance deemed relevant by ECAG.

#### **5-2-5. Statute of Limitations.**

Adverse action and penalties are limited to prohibited conduct occurring not earlier than four years before ECAG places the process participant on written notice of the potential violation. The following conduct shall not be subject to the four-year limitation:

1. Conduct involving violations affecting the eligibility of a current SA or PSA.
2. Violations in which information is developed to indicate a pattern of willful violations on part of the operator, coach, or agent involved, which began before but continued into the four-year period.
3. Conduct that involves an effort to conceal the occurrence of the prohibited conduct.

### **5-3. ECAG Procedures for Enforcement.**

#### **5-3-1. Notice of Investigation Not Required.**

At any time, subsequent to granting certification/approval, the NCAA may, based upon information brought to its attention or acting on its own, initiate enforcement proceedings against a process participant who is alleged to have engaged in disqualifying or impermissible conduct or other noncompliant activities. Neither the NCAA nor ECAG is required to provide advance notice to the process participant of the fact or nature of the investigation.

#### **5-3-2. Initial Decision by ECAG.**

The determination whether a process participant has engaged in disqualifying or impermissible conduct shall be made in the first instance by ECAG. ECAG will provide the process participant with written notice via email or via the online system with an email alert. This communication will include

1. The nature of the violation(s) and supporting rationale.
2. The adverse action(s) and/or penalty(s) to be imposed, if any.

The process participant's failure to timely respond to the initial notice or ECAG's subsequent requests for information will constitute waiver of further review or appeal (where applicable) of ECAG's initial decision.

#### **5-3-3. No Stay or Extension of Application Period.**

A process participant's denial shall not be stayed pending reconsideration and/or appeal, nor will the process participant be given additional time to complete the certification process (i.e., submit additional information, take the in-person exam, etc.) as a result of seeking reconsideration or appeal. The applicant must wait and reapply during the next certification/approval period if his or her request for reconsideration and/or appeal extends beyond the annual certification/approval period.

##### **5-3-3-1. Contested Violations.**

If the process participant contests the violation and/or the penalty, he/ she must respond in writing via email (or online) within the required number of calendar days after receipt of ECAG's initial decision as outlined in ECAG procedures. The response should either admit or deny each factual allegation, provide supporting documentation for facts denied, state whether there is additional relevant information or mitigating circumstances the operator, coach or agent believes should be considered, and provide the operator, coach or agent's

rationale for contesting the violation and/or penalty. In addition, ECAG may ask the operator, coach or agent to provide additional information. This information collectively constitutes the case record. After ECAG has completed review, it will provide the operator, coach or agent a final written decision via email.

#### **5-3-3-1-1. Additional Contested Violations for Agent Certification.**

##### **5-3-3-1-1-1. Requirement to Disclose Violations to Clients.**

If uncontested or following exhaustion of review of the penalty by the NCAA, an NCAA-certified agent must disclose the violation and nature of the penalty imposed to his or her clients within the required number of calendar days as outlined in ECAG procedures.

##### **5-3-3-1-1-2. Agent Certification Under Review.**

In its sole discretion, ECAG may deny renewal of an agent's certification if the agent is under current review by ECAG or the NCAA relating to possible disqualifying or impermissible conduct by the agent or related violations of NCAA legislation and ECAG policies, procedures, guidelines and requirements involving the agent and/or individuals/firms associated with the agent. Alternatively, ECAG may stay further review of the renewal application pending a final determination of whether the agent engaged in prohibited conduct.

#### **5-3-4. Reconsideration of a Denial.**

If noncompliance is determined to be disqualifying conduct and process participant believes the denial was based on a factual error or incomplete information, the process participant may request reconsideration of ECAG's initial decision and the assigned consequence. A reconsideration request must be made in writing (email is enough), submitted no later than the required number of calendar days following notification of the original decision as outlined in ECAG procedures. The request should include correction of the omissions or error. In some circumstance, the process participant may have to resubmit the form (i.e., application, PERF, athlete address/residency exception form, justification, etc.) provided the deadline to do so has not expired. The individual who submitted the form or who is involved in the violation may request reconsideration ONLY if the individual submits new relevant information. The failure to timely request reconsideration will result in the loss of the right to petition ECAG's reassessment of the decision on all grounds. Further, late submissions of justification or athlete address/residency requests may not be reviewed or could be denied merely due to the lack of time between its submission and the athlete's participation.

#### **5-3-5. Appeal of a Denial.**

If the denial is a result of impermissible conduct, the following rights to appeal are available:

##### **5-3-5-1. Appeals for Basketball Certification Decisions.**

ECAG has sole authority to determine violations and impose appropriate penalties and such decisions are not subject to appeal. If, however, the denial is based on a factual error, the individual may complete steps for Reconsideration of a Denial.

##### **5-3-5-2. Appeals for Recruiting/Scouting Service Approval Decisions.**

ECAG has sole authority to determine violations and impose appropriate penalties and such decisions are not subject to appeal. If, however, the denial is based on a factual error, the individual may complete steps for Reconsideration of a Denial.

##### **5-3-5-3. Appeals for Agent Certification Decisions.**

An agent may appeal a denial, the nature of the penalty imposed, or both. Details of the appeal process, including deadlines, are defined in the ECAG procedures.

The agent must notify ECAG in writing of their desire to appeal and include a statement explaining their rationale for reconsideration. The complete case record will then be submitted to the chairperson (or his or her designee) of the appropriate NCAA committee [TBD] authorized to hear the appeal.

If requested, a telephonic hearing will be heard by any combination of committee members chosen by the committee chair that cannot result in a tie. If a telephonic hearing was NOT requested, the case record alone will be considered. After considering the appeal and deliberating privately, the appeals committee shall prepare a written decision and provide a copy to both parties. All decisions of the appeals committee shall be final, binding and conclusive, and shall not be subject to further review.

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## **6 - BASKETBALL CERTIFICATION**

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## 6 - BASKETBALL CERTIFICATION.

Information about NCAA basketball certification process and the Basketball Certification System (BBCS) access is available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification).

### 6-1. Requirements for ALL NCAA-Certified Events and Leagues.

#### 6-1-1. Location Requirements and Restrictions.

##### 6-1-1-1. Sports Wagering Establishments.

An NCAA-certified event/league shall not be conducted in a venue that is associated in any way with a venue or other entity that is associated in any way with wagering on intercollegiate athletics.

##### 6-1-1-2. Division I Campus Facilities.

Legislation exists that prohibits a Division I institution [including any institutional department (e.g., athletics, recreational/intramural)] from hosting, sponsoring or conducting a nonscholastic basketball practice or competition in which basketball PSAs participate on its campus or at an off-campus facility regularly used by the institution for practice and/or competition by any of the institution's sport programs.

#### 6-1-2. Unfettered Access to NCAA.

Representatives of the NCAA must be provided with unfettered access to any event, including physical access and opportunity to inspect all financial and other documentation associated with the event **without prior notice** to the operator.

#### 6-1-3. Insurance.

Both event and league operators are required to show proof of accident medical insurance and Commercial General Liability (CGL). ECAG has the authority to change the insurance standards if the NCAA as an association adjusts requirement standards in other areas. Further, ECAG is authorized to determine operationally what steps, requirements and procedures are necessary for determining that insurance documentation submitted meets the NCAA requirements, including contacting the insurance company directly when needed. The specific details about policy limits and additional requirements are outlined in ECAG procedures.

##### 6-1-3-1. Accident Medical Insurance.

Operators must show proof of accident medical insurance for all participants and which provides coverage for athletically related activities regardless of negligence/fault. A liability policy alone WILL NOT meet the NCAA requirements.

##### 6-1-3-1-1. Amount and Scope of Accident Medical Insurance.

No specific minimum or maximum is required for accident medical insurance, but coverage should be acquired before applying and must be effective during all the dates when athletically related activities will occur for the event/league.

##### 6-1-3-1-2. National/Social Healthcare and Insurance Requirements.

If the operator does not believe insurance is necessary because accidents would be covered under the social-healthcare system in the country where the event/league is located, the operator will need to confirm that all participants will be residents of that country and, therefore, covered by the national healthcare. If the event/league will include participants who are not covered by the national healthcare, then accident medical insurance will need to be purchased and submitted.

##### 6-1-3-1-3. Self-Insured.

If the event/league is self-insured, the operator must submit documentation that the event/league/city self-insurance policy includes accident medical coverage for all participants, which will cover athletically related activities more than liability and regardless of negligence/fault.

##### 6-1-3-1-4. Membership Organization Insurance.

If the ACCIDENT medical insurance is issued by a membership organization (AAU,

USSSA, etc.) instead of a traditional insurance carrier, the operator will be required to confirm that all participating teams/individuals will be registered members of that organization. Additionally, this type of insurance may only apply if the event/league is sanctioned by that organization; in which case the operator will need to provide documentation of such sanctioning. Be aware that these membership organizations often have "team" insurance policies as well that only apply to a club team and cannot be utilized for an event/league; so, the operator needs to be sure to acquire/submit the correct documentation.

#### **6-1-3-2. Liability Insurance.**

Event/league operators are also required to maintain in effect CGL insurance.

##### **6-1-3-2-1. Additional Insured Requirement.**

The NCAA and its officers, directors, agents, employees and volunteers must be named as additional insureds ("NCAA Additional insureds") in the CGL policy on a primary and noncontributory basis.

##### **6-1-3-2-2. Amount and Scope of Liability Insurance Coverage.**

CGL insurance is required during all the dates when athletically related activities will occur for the event/league, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, written on an occurrence basis providing coverage for bodily injury, property damage, and personal/advertising injury. The CGL coverage shall not exclude liability arising from sexual abuse and molestation, athletics participation, spectators or food-borne illness.

#### **6-1-3-3. Validation.**

If the insurance documentation is a simple Word/txt document OR is some other format that can be easily edited, it is impossible to determine whether the coverage outlined on the document is what was provided by the insurance company or has been changed. Operators will be required to submit the original documentation provided by the insurance company and may be required to provide additional information validating authenticity.

##### **6-1-3-3-1. Insurance Applications, Quotes, Invoices and Waivers.**

An application, quote, invoice or description of coverage available is not enough. The operator will need to submit a certificate of insurance showing evidence that coverage has been purchased and in effect during the conduct of the entire event or league.

##### **6-1-3-3-2. Falsified Insurance.**

If insurance documentation is submitted that is not effective, has been altered in any way or does not comply with the NCAA requirements, the insurance information submitted will be considered fraudulent by the NCAA and the operator will be subject to outlined Adverse Actions.

#### **6-1-3-4. Single Insurance Account Number for Multiple Policies.**

If the accident medical policy has the same account number as the liability policy (which is not usually the case), the operator must submit the full policy description information related to the accident medical policy. Even if the Accord form mentions medical payments for participants, it is possible that the accident medical insurance will only apply if the event is liable for the accident. In that regard, it is necessary for ECAG to review the detailed policy description to determine whether the event/league has the required insurance.

#### **6-1-3-5. Expired Insurance.**

If the insurance submitted with the application has expired when the application is processed, ECAG will request additional information requiring that the policy be updated. The operator will have 10 days from the date of that request to acquire and submit the new policy. Failure to submit accident medical insurance or liability insurance effective during the event/league dates by appropriate deadlines will result in a denial of the application, as all deadlines are strictly enforced.



#### **6-1-3-6. Policy Renewal Cycles.**

If the insurance policy is on an annual renewal cycle, there may be times when the operator cannot renew the policy prior to applying, but the policy will expire before the start of the event/league. If the operator has been previously NCAA-certified, ECAG will process the application with the current policy documentation, but the operator will need to renew the policy and submit the new documentation within five days of the expiration date as identified on the current policy. The operator will need to be sure that the new policy includes language that specifically identifies the event/league or organization AND clearly states that it includes accident medical insurance for all participants. Failure to update insurance by the designated deadline will result in withdrawal of certification.

#### **6-1-3-7. Additional Coverage Requirements.**

##### **6-1-3-7-1. Carrier Ratings.**

Insurance coverage must be issued by admitted insurance carriers with an A.M. Best rating of A-VII or better.

##### **6-1-3-7-2. Site Specific Insurance.**

If the policy is site specific, the operator will be required to submit documentation that identifies all sites being utilized.

##### **6-1-3-7-3. Quantity Specific Insurance.**

If the policy identifies a specific number of teams/individuals, the operator will be required to affirm his/her understanding that the policy must be updated prior to the start of the event/league if the designated number of participants is exceeded.

#### **6-1-4. Award Requirements.**

A participant may receive an award, provided:

1. The cost of the award is included in and does not exceed the cost of the participant's entry fee.
2. The award being given is NOT cash, or the equivalent thereof.
3. The award is not donated. If participants are not charged an entry fee, no awards may be provided.

If participants are not charged an entry fee, no awards may be provided. If the entry fee is paid by the team, the total cost of the awards for the participants must not exceed the team's entry fee.

##### **6-1-4-1. Scholastic Restrictions on Awards.**

For scholastic events, awards should be provided according to the limitations defined by the host state association or, for multi-state events, the most restrictive participating state association.

##### **6-1-4-2. Disclosure of Awards.**

Operators are required to maintain records of all awards given to participants and must disclose that information, along with the source of their provision, to the NCAA or its designee when requested.

#### **6-1-5. Provisions to PSAs, Their Families and Coaches.**

There are limitations to what an event/league operator can provide to participating teams, coaches, athletes and their families. ECAG is authorized to determine operationally what identifies something as a gift, benefit or inducement and what steps, requirements and procedures are necessary for determining compliance.

Event/league operators are limited to providing the following:

##### **6-1-5-1. Gifts and Inducements.**

No gifts or inducements shall be provided to the event/league participants, their coaches or family members.



#### **6-1-5-2. Event/League T-Shirt.**

Operators may provide an event t-shirt to participants regardless of whether the participants pay to participate. The event t-shirts can be donated to the operator. (T-shirts provided as awards CANNOT be donated.) Operators can provide simple, low-cost, reversible jerseys to participants instead of the event/league t-shirt. Jerseys would have to have the same monetary value as a t-shirt; so, authentic jerseys could not be utilized.

#### **6-1-5-3. Equipment and Apparel.**

A PSA who participates in an NCAA-certified event/league must not be allowed to retain any athletics equipment or apparel provided for his/her use at the event/league other than an event/league T-shirt. All other apparel (e.g., shoes, shorts, warm-up suits, backpacks, cinch bags, basketballs, mementos, etc.) may be retained only if the PSA is charged the normal retail value of such items (as opposed to the cost in purchasing the items) and the items must be paid for separate from the entry fee.

The allowable free t-shirt can be given to participants regardless of whether the participants pay to participate. The free t-shirts can be donated. (T-shirts provided as awards CANNOT be donated.) Operators may provide a simple, low-cost, reversible jerseys to participants instead of the event/league t-shirt if the jerseys have the same monetary value as a t-shirt. In that regard, authentic jerseys are not permissible.

#### **6-1-5-4. Transportation.**

No air or ground transportation to and from the event/league can be provided.

##### **6-1-5-4-1. Event Local Transportation Exception.**

Local shuttles for the participants (athletes, coaches and individuals traveling with them) between the event site, hotels/dorms and the nearest airport, bus or train station can be provided, if the same transportation is available to all attendees.

#### **6-1-5-5. Hotels, Lodging and Accommodations.**

Traditionally, individual events have had to provide some sort of lodging for athletes (and occasionally hired coaches) because athletes attend camp by themselves. Without a team coach or parent to chaperone, the event operator becomes responsible for the health and welfare of the PSAs, providing them with supervision, meals, housing, transportation to event site, etc. For this reason, individual event operators often include dorm/hotel and meal costs as part of the event entry fee. As a result, team event operators have been permitted similar concessions, but only under specific conditions.

Event operators may include the cost of hotels, lodging or accommodations (i.e., dormitories etc.) as part of the event entry fee if each participant (individual or team) is provided the same benefit in both quality and quantity. The hotel room must be available to all teams and the teams must pay for the rooms (whether directly or through the operator) to avoid the hotel room being an inducement. The itemized breakdown of collected fees and lodging expenses must be shown on the financial disclosures submitted with the PERF.

Similarly, an event operator may provide participants (individuals or teams) rooms at no cost to the participants as long as all participants are provided the same benefit in both quality and quantity and the itemized breakdown lodging expenses and the source of income that paid for them is shown on the financial disclosures submitted with the PERF.

ECAG has the authority to make the determination of "same quality and quantity" or to adjust this allotment if the ability for an operator to provide rooms becomes problematic.

#### **6-1-5-6. Food and Beverage.**

Event operators may provide food and beverage hospitality to event participants (athletes/coaches) and their families provided that the same benefit in both quality and quantity is provided/available to all, and the itemized breakdown for food/beverage expenses and the source of income that paid for them is shown on the financial disclosures submitted with the PERF.

ECAG has the authority to make the determination of "same quality and quantity" or to adjust this allotment if the ability for an operator to provide food/beverage becomes problematic.

## **6-2. Requirements Specific to Leagues and Nonscholastic Events.**

### **6-2-1. Participating Coach/Operator Requirements.**

All individuals who are involved in operating an NCAA-certified league, involved in operating or managing an NCAA-certified nonscholastic event or who will participate in coaching activities at an NCAA-certified nonscholastic event must be approved in accordance with guidelines outlined in ECAG procedures, including but not limited to, completion of a background check, in good standing with the NCAA and attainment of an active user account in the appropriate ECAG technology platform.

All individuals who are involved in operating an NCAA-certified league, involved in operating or managing an NCAA-certified nonscholastic event or who will participate in coaching activities at an NCAA-certified nonscholastic event must comply with the following:

#### **6-2-1-1. USAB License.**

A USAB License requires completion of educational modules and includes a criminal background check. Until ECAG has been notified by USAB directly and verified in the BBCS that a USAB License has been issued, the account owner is blocked from performing any activity in the BBCS beyond creating a user account including certification applications and team building.

Note: If a coach/operator has been notified by ECAG of his/her ineligibility, he/she may still obtain a USAB License and entitled to the benefits provided by USAB in association with that license but would be denied the opportunity to operate or participate in NCAA-certified events/leagues. Receipt of a USAB License is not synonymous with being ECAG eligible.

#### **6-2-1-1-1. Events Require a Gold License.**

Individuals who are involved in operating or managing an NCAA-certified nonscholastic event or who will participate in coaching activities at an NCAA-certified nonscholastic event must obtain a USAB Gold License.

#### **6-2-1-1-2. Leagues Require an Associates License.**

Beginning in 2021, individuals who are involved in operating an NCAA-certified league must obtain a USAB Associates License. Previous years required a gold license. This change will eliminate the multiple educational videos regarding the NCAA recruiting and initial eligibility that are not applicable to leagues. Once USAB issues an associate license, the league operator will receive an email from USAB with instructions for completing a league specific educational course. Upon completion, the league operator's BBCS account will be validated, which will allow him/her to access the league application.

#### **6-2-1-2. NCAA Eligibility.**

Violations of NCAA legislation and ECAG policies, procedures, guidelines and requirements may result in adverse actions that impact the individual's eligibility to operate an NCAA-certified league/nonscholastic event or participate in coaching activities and an NCAA-certified nonscholastic event.

#### **6-2-1-3. Registered BBCS Account.**

All individuals involved in operating an NCAA-certified league, managing an NCAA-certified nonscholastic event or who will participate in coaching activities at an NCAA-certified nonscholastic event must have an active account in the BBCS. There is a \$30 nonrefundable fee required to create or renew a coach/operator account.

#### **6-2-1-3-1. Account Type.**

An online account is required in the BBCS for the following:

##### **6-2-1-3-1-1. League Operators.**

All operators of an NCAA-certified league must have a BBCS user account.

##### **6-2-1-3-1-2. Nonscholastic Event Operators.**

Anyone involved in operating or managing of an NCAA-certified nonscholastic event.

##### **6-2-1-3-1-3. PSAs.**

Any PSA participating in an NCAA-certified nonscholastic event.

##### **6-2-1-3-1-4. Event Coaches.**

Anyone participating in coaching activities at an NCAA-certified nonscholastic event.

#### **6-2-1-3-2. Coach/Operator Accounts Validated with USAB License.**

All league operators, individuals involved in the operating or managing of a nonscholastic event, and individuals involved in coaching activities at an NCAA-certified nonscholastic event must have a BBCS account that has been validated with the appropriate USAB License number for the current year prior to performing any activity in the BBCS beyond registration.

#### **6-2-1-3-3. Only One BBCS Account Necessary.**

Only ONE user account is needed. Once an account is created, that same account should be utilized each year. Contact information can be updated at any time by contacting ECAG; so, operators should NOT create a new account if edits need to be made to the address, phone number or email.

#### **6-2-1-3-4. Registration Agreements and Attestations.**

As a term and condition of participation, all event/league operators who register with the BBCS agree to a series of attestations acknowledging understanding of and agreeing to operate in compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements.

#### **6-2-1-3-5. User Account Contact Information - BBCS.**

It is the account owner's responsibility to make sure their contact information is accurate and up to date. If an issue arises, ECAG will contact the account owner via the information provided on the user account. ECAG will NOT typically contact the person associated with the account by other means (phone, mail, overnight delivery service, fax, etc.) even if an email is sent and is returned as undeliverable.

### **6-2-2. Financial Requirements.**

#### **6-2-2-1. Same/Similar Entry Fees.**

Admission fees charged to all event/league participants must be similar. Operators are prohibited from granting free entry or reduced entry to select participants based on athletics ability or reputation.

#### **6-2-2-2. Reduced Participant Entry Fee Program.**

Event/league operators and host organizers are prohibited from granting free entry or reduced entry to select participants based on athletics ability or reputation. An event/league operator or host organizer may offer participants a reduced entry fee provided the following conditions are met. The reduction is:

1. Made available to all qualifying participants.
2. Based on some objective criteria that is unrelated to a participant's athletics ability

or reputation.

3. Publicized in advance. Operators will need to identify during the application process how participants will be notified/informed that such a program exists (on registration form, event/league flyers, website, etc.).

#### **6-2-2-3. Participant Employment Program for Reduced Entry.**

Admission fees charged to all event/league participants must be similar. Event/league operators and host organizers are prohibited from granting free entry or reduced entry to select participants based on athletics ability or reputation. An event/league operator or host organizer may offer participants an employment program for reduced entry provided the following conditions are met. The participant employment program is:

1. Made available to all qualifying participants.
2. Based on financial need that is unrelated to a participant's athletics ability, reputation or value that the individual would bring to the event/league. Financial need must be determined objectively and based on facts. A description of the documentation/criteria used to determine financial need must be included with the application.
3. Publicized in advance. Operators will need to identify during the application process how participants will be notified/informed that such a program exists (on registration form, event/league flyers, website, etc.).
4. Consistently and accurately salaried. Compensation must be paid only for work performed and at a rate commensurate with their experience and for similar employment in that locale.

#### **6-2-3. Administrative Fees.**

ECAG is authorized to charge fees for registration, application submission, or other ECAG services to assist in eliminating the administrative burden on the NCAA, subsidize resources needed to improve the process and provide the necessary staff. All fees implemented into the process are identified in ECAG procedures and are permitted to be changed at the discretion of ECAG.

##### **6-2-3-1. Application Fee.**

To apply, a nonscholastic event or league operator will be required to pay a \$50 application fee. The application is required annually, and the fee is non-refundable.

Event applications determined to be eligible for approval must pay a separate certification fee. There is a \$350 fee for the first event application and \$250 for each subsequent application.

League applications do not require a separate application fee.

##### **6-2-3-1. Certification Fees.**

Once the application is processed to completion and determined to be eligible for approval, a separate certification fee may be required. Certification fees can be changed at any time at the discretion of ECAG. All fees implemented are permitted to be changed at the discretion of ECAG.

Events are required to pay a certification fee before the event is NCAA certified, appears on the list of approved events/leagues and is either permissible for Division I coach attendance (event). There is a \$350 fee for the first event application and \$250 for each subsequent application.

There is not a certification fee charged for a league application.

**6-2-3-2. Missed Deadline Fees.**

**6-2-3-2-1. Late Request for Additional Information Response.**

For both an application and a PERF, if additional information is required, ECAG will make a request in the BBCS and the operator has an assigned number for days from the date of that request. If the operator misses the assigned deadline (10 days for an application, 30 days for a PERF) a response can be submitted up to 10 days past the original deadline provided that the operator pays an additional \$100 per day late. After the 10-day extension period has ended, deadlines will be strictly enforced.

**6-2-3-2-2. Late Fee for PERF Submission.**

An event operator must complete and submit the PERF in the BBCS within two months from the last certified event date. Failure to submit the required information by the appropriate deadline may result in the denial of the PERF rendering the event ineligible for certification during the same season the following year. To avoid this adverse action, the operator may submit the PERF up to 30 days after the assigned deadline provided that the operator pays an additional \$100 per day late. After the 30-day extension period has ended, deadlines will be strictly enforced. ECAG's decision to approve or deny a PERF is final and not subject to further review.

**6-2-3-3. Changes to Application Fees.**

Fees charged are designed to help defray the cost of administering the RSS approval program. ECAG reserves the discretion to change this fee and/or fees for other ECAG services considering inflation, the administrative burden on NCAA staff, the number of applications received, volume or types of information submitted that require processing/analysis and the adequacy of existing resources.

ECAG reserves the discretion to change the amount of fees for any ECAG service without notice. Current fees are as follows:

<b>Coach/Operator Registration Fee</b>	<b>\$30 nonrefundable</b>
Application Fee	\$50 nonrefundable
Event Certification Fee – 1st event	\$350
Event Cert. Fee – subsequent event(s)	\$250
League Certification Fee	\$0
Late Response to Request for Info	\$100 per day up to 10 days after the deadline
Late PERF Submission	\$100 per day up to 30 days after the deadline

**6-3. Requirements Specific to Leagues.**

**6-3-1. Participating Athlete Requirements.**

**6-3-1-1. Institutional Approval.**

Written permission from the institution's director of athletics (or the director's official representative) for each Division I SA who will participate in the league must be obtained by the league operator BEFORE the athlete's participation. If a Division I SA is permitted to participate without the required permission, the athlete will be rendered ineligible for collegiate competition AND current or future certification of the league may be affected.

**6-3-1-1-1. League Residency Requirements.**

The league operator is responsible for ensuring that all participating Division I SAs are compliant with the residency requirements. A Division I SA must participate in a league that is 100 air miles from their official residence or the institution last attended. If a league does not exist within 100 air miles of the SA's residence, a SA may participate in the summer league located closest to the student's official residence.

#### **6-3-1-1-1-1. Both Certifications Granted to Same Activity.**

If an activity receives both event and league certification, all participants must comply with both the league 100-mile rule and the event adjoining-state rule to fulfill the NCAA residency requirements.

### **6-3-1-2. Staff Requirements.**

#### **6-3-1-2-1. Two-Year of Four-Year College Staff Limitation.**

Neither the league nor any member team shall have on its staff or as a participant any person associated in any employment capacity with any two-year or four-year college, except that institutional employees who are not athletics department staff members and do not have responsibilities directly related to the athletics department may serve as game officials.

### **6-3-2. Team Composition.**

#### **6-3-2-1. Number from Any One College Restriction.**

Each team in an NCAA-certified league is limited to no more than TWO athletes with intercollegiate basketball eligibility remaining from the same two-year or four-year college (other than a Division II or III-member institution). The league operator is responsible for ensuring the roster limitations. Violations will render the involved SAs ineligible for collegiate competition AND current or future certification of the league may be affected.

#### **6-3-2-2. One Team One League Restriction.**

NCAA certification legislation requires that all Division I players limit their competition to one team in one league per summer. Regardless of the number of days the league operates, Division I SAs who participate are not permitted to participate in any other organized basketball activity (including three-on-three tournaments) for the duration of the summer. SAs may participate in tryouts for a summer league, even prior to June 15, if the tryout activities are limited only to potential participants in the league.

### **6-3-3. Division I Coach Requirements for Summer Leagues.**

#### **6-3-3-1. Division I Coach Attendance.**

A Division I coach may attend an NCAA-certified league in which SAs from their respective institutions are participating, but only if:

1. The coach is merely an observer and does not provide direction or instruction.
2. There are no PSAs participating.

#### **6-3-3-1-1. NCAA Certified-Events—Exception.**

Division I coaches are permitted to attend an NCAA-certified league if the league has also submitted a separate event application and been granted NCAA event certification. However, the Division I coach could only attend on permissible certified event dates in July.

### **6-3-4. Permissible Scheduling of Activities.**

#### **6-3-4-1. Start Date.**

No currently enrolled Division I SAs may participate in any league prior to June 15.

#### **6-3-4-2. Completion Date - First Day of Classes Restriction.**

No currently enrolled Division I SAs may participate in a league after August 31 OR their institution's first day of classes (whichever is earlier). It is the league operator's responsibility to identify and document the "first day of classes" for each Division I institution in which the league has participants. If a Division I SA is permitted to participate in the league after that athlete's institution has started classes for the fall, the league may be rendered ineligible for certification the following year.



#### **6-3-4-3. Certified Dates – League.**

Certification is only granted for dates that appear on the detailed playing schedule submitted with the application. Division I SAs are only permitted on the NCAA-certified dates identified in the application history when the approval was posted. Division I SAs are prohibited from engaging in any type of organized competition prior to the first date of the league.

#### **6-3-4-4. All-Star Games.**

NCAA-certified leagues are prohibited from including any kind of all-star competition.

#### **6-3-4-5. Postseason Play-Offs.**

NCAA-certified leagues may conduct post-season play-offs or tournaments only if:

1. The SA competes on the same team during the regular season.
2. The play-off/tournament only involves intra-league competition.
3. All play-off games and/or tournaments are completed by August 31 or the first day of classes for each SA (whichever occurs earlier).

### **6-3-5. Financial Requirements.**

#### **6-3-5-1. Revenue Restriction.**

NCAA legislation prohibits leagues involving DI SAs from utilizing those athletes to generate revenue. Revenue cannot be generated from admission fees for games; raffles or similar activities; live television or radio broadcasts; selling video tape/rights to league games or parking fees to attend games.

##### **6-3-5-1-1. Charity Events Restriction.**

If the purpose of this league is to generate funding for charity, it would not be permissible for Division I SAs to participate and therefore, the activity would not be eligible for league certification. Certified leagues cannot generate revenue regardless of how that revenue will be utilized.

#### **6-3-5-2. Sponsors.**

Operators are required to disclose to the NCAA the identity of all league sponsors and the value/benefit of that sponsorship.

## **6-4. Requirements Specific to Nonscholastic Events.**

### **6-4-1. Applicant/Participation Requirements Specific to Nonscholastic Events.**

#### **6-4-1-1. Operator Responsibility Regarding BBCS Registration.**

As a condition of certification, event operators are required to verify that ALL participants (athletes, coaches, teams) have registered in the BBCS prior to participation. This check is how the operator validates that the athlete has completed the educational requirements and that coaches have completed educational requirements, cleared their background check and are otherwise eligible for NCAA events. Operators are also responsible for ensuring the all teams participating in their events have created a roster that they can see in the BBCS. This allows the operator to identify which athletes have a residency justification adjudicated by the NCAA or that may require them to analyze for compliance before participation and ensures that teams are compliant with ECAG residency and financial transparency requirements. Doing this prior to participation in the event helps the operator to avoid violations. Failure to ensure participant/team registration will prevent the operator from being able to submit an accurate participant list, which may result in the denial of the PERF and render the event ineligible for certification the following year.

#### **6-4-1-1-1. Nonrecruitable Athletes in Nonscholastic Events.**

If teams are competing that are not made up of PSAs, they may or may not be required to meet the certification requirements depending on specific circumstances in accordance with guidelines outlined in ECAG procedures.

##### **6-4-1-1-1-1. Nonrecruitable Prospect-Aged Teams/Athletes.**

Teams/athletes that are prospect aged but who have exhausted or forfeited their NCAA Division I collegiate eligibility (e.g., signed a professional contract) may participate against recruitable PSAs provided that all NCAA-certification requirements (USAB Gold Licensed coaches, residency restrictions, financial transparency, BBCS registration, etc.) are fulfilled.

##### **6-4-1-1-1-2. Nonrecruitable Nonprospect-Aged Teams/Athletes.**

Teams/athletes who are younger than prospect age may participate in the same facility where NCAA coaches will be present without fulfilling all the other NCAA certification requirements provided that the younger athletes are limited to participating with other younger division teams. However, if a younger team/athlete “plays up” and is participating against PSAs, all certification requirements must be met.

##### **6-4-1-1-1-3. Nonrecruitable Athletes Participating Off Site.**

If an event has been certified but contains a younger athlete or adult division that WILL NOT be in a facility where NCAA coaches will be present, those teams would NOT be required to meet the NCAA certification requirements.

#### **6-4-1-1-2. Mandatory Athlete Registration.**

All athletes participating in NCAA-certified events must comply with NCAA requirements in accordance with guidelines outlined in ECAG procedures.

All athletes participating in NCAA-certified events must have an active account in the BBCS prior to participation. Step-by-step instructions for completing athlete registration are available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification) and in the ECAG procedures.

When registering, athletes are given access to a series of educational resources on topics outlined in the ECAG procedures that they will be permitted to access at any time by logging in to the BBCS. Athlete may enter multiple addresses when creating their profile but cannot add address after the account is created without contacting ECAG. The athlete should include every address where they live for an extended period during the year (e.g., multiple parent addresses, boarding school, etc.) Based on the type of address selected, the athlete may be required to upload documentation that confirms residency at that address.

At times coaches may have to justify that the athlete meets the residency requirements to participate with their team and ask the athlete for similar documentation. The coach has access to the documentation added to the athlete's profile and does not need to be given directly to the coach. NOTE: If a coach has problems with a justification, the coach should not be asking the athlete or his/her parents to correct it. The coach should resolve that issue on their own.

##### **6-4-1-1-2-1. Additional Athlete Specific Agreements and Attestations.**

As a term and condition of participation, all athlete registrations also require acknowledgement that:

1. Some or all the information the PSA submits may be viewed, accessed and used by other registered users of the BBCS, including event operators and coaches; and



2. If the registrant is not at least 18 years old, the parent or legal guardian of any minor(s) on whose behalf they are submitting information warrants they have the right to do so.

#### **6-4-1-1-2-2. Age Limitations at Nonscholastic Events.**

There are not any age restrictions in NCAA legislation and ECAG policies, procedures, guidelines and requirements. Event certification is granted to allow Division I coaches to attend and observe PSAs. Generally, until an athlete is fully enrolled at an NCAA institution or have accepted athletics aid, they are still considered a PSA. See NCAA Bylaw 13.12.1.1.1 (Men's Basketball) and NCAA Bylaw 13.02.13 (Women's Basketball) for the definition of a PSA.

Event operators, however, may have age restrictions. Some do not accept high school seniors (signed or unsigned) participating in their events or an event may be junior college athletes only or high school athletes only and the operator does not want the ages combined.

#### **6-4-1-1-3. Mandatory Coach Registration.**

All individuals participating in coaching activities at an NCAA-certified event must have an active account in the BBCS prior to participation. When registering, the coach will be required to enter their USAB Gold License number. DO NOT enter a fake number. If the coach does not remember their number, log in to the USAB site and obtain it or contact USAB directly. Entering a fake number will result in the account not being able to validate automatically; so, validation must be done manually and will have to wait on ECAG availability. Mandatory coach registration applies to coaches in both team and individual events/camps. Step-by-step instructions for completing coach registration are available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification). If the event is more skills and drills in nature and coaches are not utilized for team competition, the individuals involved in instruction will still need to obtain a USAB Gold License, have their USAB Gold License number validated by ECAG and have been verified to be NCAA eligible by ECAG within the BBCS, as this is considered "coaching activities". Doing so ensures the coach is eligible to participate prior to his/her participation in the event and avoids violations.

#### **6-4-1-1-4. Edit Rosters and Athletes for Actual Participation.**

Operators are responsible for ensuring BBCS registration of all participants and that team rosters in the BBCS for their event accurately depict who participated in their event. The operator can require the coach to make any needed adjustments to their rosters up to 11:59 p.m. the night before the event begins. After that point, the operator will need to perform those edits.

#### **6-4-1-2. Staff Requirements.**

Neither the event/league nor any participating team may have an association with individuals associated with a sports agency or those who market an athlete's abilities or have on its staff or as a participant any individual who has been found guilty or pleaded guilty in a court of law for having been involved in sports bribery, point shaving or game fixing. Event/league operators are required to report all staff, their contact information and compensation provided. Staff in unique circumstances are required to have a BBCS account of their own. These criteria are outlined in ECAG procedures. Additionally, qualified medical personnel must be present at EACH facility utilized by the event.

#### **6-4-1-2-1. Demographic Information--Event Staff.**

Operators are required to collect and maintain the name, address and telephone number for any volunteer or employee involved in the operation of their event including, but not limited to, the administrative staff, clock and stat personnel, scorekeepers, officials/referees, ticket takers, concession, the required medical personnel/trainer, etc. This information will be required as part of the PERF submission.

Staff with certain managerial role types (Site Director, Gym Supervisor, Coordinator/Organizer) require the individual to have a USAB Gold License and be NCAA Eligible. Therefore, individuals in these roles are required to have a BBCS Coach/Operator (adult) user account. The operator must search for and find operational/managerial staff to allow the operator to locate and add those individuals to the staff list.

#### **6-4-1-2-2. Use of an Officials Coordinator and Reporting Information.**

An operator does not have to identify each specific official if a coordinator/organization was hired and all the officials' payments were made to that coordinator/organization. Instead, the operator should enter all required information for the coordinator of officials, choose Officials Coordinator in the drop-down box, and include the total dollar amount paid for ALL officials as the coordinator's compensation. The operator cannot list themselves as the coordinator of officials. If the operator organized the officials, then each official will need to be listed separately.

#### **6-4-1-2-3. Individual Event Coaches Hired.**

Operators of individual events who hire their coaches must require those individuals to create a coach profile in the BBCS. When the operator completes the Participant Management portion of the event's PERF, the operator must search for and add all individuals who participated in coaching activities in the event to prepare a successful PERF submission. It is the individual event operator's responsibility to make sure that all hired coaches have created a BBCS coach profile and completed the necessary requirement to be eligible to participate in NCAA-certified events.

#### **8-4-1-2-4. Compensation Provided to Event Staff.**

Compensation provided to event personnel must be consistent with the going rate for event personnel of like teaching ability and event experience. This information will be required as part of the PERF submission.

#### **6-4-1-2-5. Required Medical Personnel.**

Qualified medical personnel must be present at EACH facility utilized by the event.

### **6-4-2. Division I Coach Requirements at Nonscholastic Events.**

#### **6-4-2-1. Separation of NCAA Coaches.**

The purpose of Division I coach attendance at an event is for evaluation only. NCAA-certified events should be conducted in a manner that allows NCAA coaches to attend the event and evaluate PSAs with minimum opportunity for contact violations, allowing the coach to focus on evaluations. Operators are required to implement reasonable precautions to separate NCAA coaches from participants and spectators. Division I coaches are NOT permitted to have contact with PSAs or IAWPs.

#### **6-4-2-1-1. Required Precautions to Protect NCAA Coaches.**

NCAA-certified nonscholastic events should be conducted in a manner that allows NCAA coaches to attend the event and evaluate PSAs with minimum opportunity for contact violations, allowing the coach to focus on evaluations. Event operators are required to provide NCAA coaches with opportunities to avoid contact violations and are responsible for having staff/volunteers to monitor and remove non-NCAA coaches from designated NCAA-coach areas.

##### **6-4-2-1-1-1. Identification of NCAA Coaches.**

Operators are expected to have a system in place to distinguish NCAA Division I coaches from other attendees.

##### **6-4-2-1-1-2. Signage.**

Operators must clearly identify all separate NCAA coaches' areas.

#### **6-4-2-1-1-3. Seating.**

Operators are required to provide NCAA coaches with a designated seating section that is free of those individuals with whom NCAA coaches are not permitted to have contact under NCAA bylaws.

##### **6-4-2-1-1-3-1. No NCAA Coaches in General Seating.**

Regardless of whether an NCAA coach purchased an event packet, paid for an NCAA coach admission or paid general admission, it is not permissible for an event operator to make an NCAA coach sit in the general admission seats.

##### **6-4-2-1-1-3-2. Monitoring NCAA Coaches.**

Operators are expected to remove unauthorized participants or attendees from designated NCAA coach areas. However, if an NCAA coach elects to engage with an IAWP or attempt an impermissible contact, the event operator is not responsible for the coach's behavior. ECAG encourages operators to remind NCAA coaches of their responsibilities and of the enhanced penalties for contact violations at certified events but are not expected to enforce NCAA recruiting requirements on individuals subject to NCAA bylaws.

##### **6-4-2-1-1-3-3. Media.**

The prohibition on seating for certain individuals with NCAA coaches does not apply to bona fide news media. However, media members that trigger IAWP status (e.g., media members employed by, or working in partnership with, a scouting service or recruiting service) would be subject to the limitations noted above and should not be allowed to sit in the designated seating section for NCAA coaches.

##### **6-4-2-1-1-3-4. Restriction on NCAA Coaches in General Seating Sections.**

BE AWARE – Regardless of whether an NCAA coach purchased an event packet, paid for an NCAA coach admission or paid general admission, it is NOT permissible for an event operator to make an NCAA coach sit in the general admission seats.

#### **6-4-2-1-1-4. Hospitality Rooms.**

If a hospitality room is being provided for college coaches, the room must be designated for college coaches only. Operators are expected to remove unauthorized participants or attendees from designated NCAA coach areas keeping it free of those individuals with whom NCAA coaches are not permitted to have contact under NCAA bylaws. If the operator desires to provide a hospitality room for participating team coaches, athletes or any other group it must be separate from the college coaches hospitality room.

#### **6-4-2-1-2. Encouraged Precautions to Protect NCAA Coaches.**

When possible, operators are encouraged to provide NCAA coaches with separate entrances, check-in locations, bracket postings, bathrooms, parking lots, concessions, etc.

### **6-4-2-2. Event /Coaches' Packets.**

#### **6-4-2-2-1. Includes Useful and Accurate Information.**

Packets must contain useful information. Operators are expected to make a reasonable and concerted effort to ensure that packet information is complete and accurate. Packets should include the following criteria:

1. Event schedule.
2. Location of all sites where NCAA coaches can observe PSAs.

3. Participant information (either individually or on team roster) that includes:
  - A. Name of prospect.
  - B. Prospect's direct contact information.
  - C. Jersey number.
  - D. Graduation year (e.g., 2012, 2013, etc.).
  - E. Scholastic institution.
  - F. Name and contact information for scholastic coach.
  - G. Name and contact information for nonscholastic coach.

#### **6-4-2-2-1-1. Emphasis on Jersey Numbers.**

Accurate player-jersey numbers are critical since the NCAA coaches are restricted from having contact with the PSA or anyone associated with the PSA (coaches, family, etc.) during the event. Operators agree to take every possible step to ensure that jersey numbers are included and accurate.

#### **6-4-2-2-2. Price Disclosed in Advance of Event.**

The price(s) of event packets must be disclosed on the event application and must be publicized in advance.

#### **6-4-2-2-3. Same/Similar Fees for All NCAA Coaches.**

It is permissible for an operator to charge different amounts for the produced event packets, but the price must be made available to all qualifying participants at the same price and must be based on some objective criteria and must be publicized in advance. All packet options are required to be disclosed on the event application and will be posted on the list of approved events available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification). Operators cannot make changes at the event site nor can the operator make price adjustments based on his/her relationship with an NCAA coach.

#### **6-4-2-2-4. Subscriber Discounts - Recruiting/Scouting Service Warning.**

If discounts will be given to NCAA coaches who subscribe to a publication/report, the recruiting/recruiting/scouting service must be NCAA approved. NCAA Division I institutions are only permitted to subscribe to recruiting/scouting services that have been approved through the NCAA recruiting/scouting service application process.

### **6-4-3. Permissible Scheduling of Activities.**

#### **6-4-3-1. Dates.**

NCAA Division I coaches may attend nonscholastic basketball events based on the following legislation:

- 13.1.7.5 – Men's Basketball Evaluations
- 13.17.2 for Men's Basketball Calendar Formula
- 13.1.7.6 – Women's Basketball Evaluations
- 13.17.3 for Women's Basketball Calendar Formula

Since dates are based on a formula, dates will change from year to year; so, recruiting calendars are published annually.

#### **6-4-3-2. Athletically Related Activities Limitations.**

The amount of time a PSA can participate in athletic activities must be limited in accordance with [USAB/NBA Youth Guidelines](#).

PSA participation is limited to no more than two games on any one day and no more than 14 hours of athletically related activities in one week. All other standards outlined in the [USAB/NBA Youth Guidelines](#) should be considered by event operators and nonscholastic coaches as best practices when creating or agreeing to schedules for events.

If any of the following conditions are met, then the competition counts against the games per day:

1. Competition is scheduled and publicized in advance.
2. Official score is kept.
3. Individual or team standings are maintained.
4. Official timer or game officials are used.
5. Admission is charged.
6. Teams are regularly formed, or team rosters are predetermined.
7. Team uniforms are used.
8. A team is privately or commercially sponsored; or
9. The competition is either directly or indirectly sponsored, promoted or administered by an individual, an organization or any other agency.

##### **6-4-3-2-1. PSAs on Multiple Teams Game Limit Restrictions.**

The daily game limit restriction is per PSA and NOT per team. So, if a PSA is participating on multiple teams in the same event the following is required:

OPERATOR - will need to monitor to make sure that the PSA does not participate in more than two games on any one day.

COACH - will need to use wisdom as to when that PSA plays for what team.

Because monitoring PSAs in these circumstances is extremely labor intensive, some event operators have imposed a requirement that all PSAs participating in their events are restricted to participation on ONLY ONE team during the event. This is the operator's prerogative AND is encouraged by ECAG.

#### **6-4-3-3. Time Restrictions.**

Specific days and times of day that an athlete can participate in athletically related activities must be limited in accordance with NCAA recruiting calendars and ECAG policies and procedures. NOTE: days of the week and times of day may be different dependent on the season.

Athlete participation is limited to specific to the days and times of day identified below.

Athletically Related Activities (Spring and Summer – both men's and women's):

- Can NEVER start before 8 a.m.
- Can NEVER start after 10 p.m.
- Event start and end times for men's events are different during the academic year.

Athletically related activities are precluded prior to 8 a.m. and the last athletically related activity may not begin later than 10 p.m. If activity is scheduled at 10 p.m., please be aware that regardless of the reason for delay (i.e. injury, travel time between locations, etc.) under no circumstances can athletically related activities begin after 10 p.m. If games are scheduled at 10 p.m. and are delayed, the games will need to be moved to the next day after 8 a.m. and the rest of the schedule adjusted accordingly. In that regard it is advisable that you allow yourself a buffer of time prior to 10 p.m. to ensure that you can comply with this requirement.

#### **6-4-3-3-1. Additional Men's Spring Event Schedule Restrictions.**

During the academic year, it is not permissible for any part of an NCAA-certified men's basketball event to operate prior to 6 p.m. on the first day of the open period or after 4 p.m. on the last day to encourage minimal missed class time and academic commitments. NCAA coaches may enter the event facilities and purchase packets prior to 6 p.m. on Friday; but any activity involving the athletes (games, warm-ups, check-in and registration involving the prospect, etc.) would be prohibited until after 6 p.m.

#### **6-4-3-4. Certified Dates – Event.**

Certification is only granted for dates that appear on the detailed playing schedule submitted with the application. Division I coaches are only permitted to attend to evaluate prospects on the NCAA-certified dates identified in the application history when the approval was posted. At times, the event may operate on ineligible dates, in which case, Division I coaches may only attend on the dates certified. For example: A high-school league running from June to August can request **event certification**, but only permissible dates in July would be NCAA-certified. Therefore, Division I coaches may only attend on those July dates.

#### **6-4-4. Financial Requirements.**

Event operators are required to affirmatively agree to attestations regarding financial transparency, disclosures and transparency checks when registering in the BBCS or completing an application. The agreement to operate the event in a financially transparent manner and providing the NCAA (or its representative) with unfettered access is required in order to perform any activity in the BBCS and subsequently operate NCAA-certified events.

Along with the PERF, the event operator is required to disclose how the event was operated financially. The PERF disclosures include, but is not limited to, income; expenses; sponsors; relationships with higher education institutions or representatives of higher education institutions; boosters of higher education institutions, and/or any agent/runner or representative of an agent; etc. Details of the financial disclosure process for event operators is outlined in the ECAG procedures.

Similarly, all coaches or persons of authority for an organization of teams are required to affirmatively agree to attestations regarding financial transparency, disclosures and transparency checks in order to perform any activity in the BBCS, and subsequently create a team roster that can be seen by the event's operator, which is required to participate in NCAA-certified events.

#### **6-4-4-1. General Overview of Financial Transparency Attestations.**

When submitting information in the BBCS, each event operator, coach, or person of authority for an organization of teams must respond to a series of basic financial questions regarding the operation of their event and is required to agree to attestations regarding financial transparency.

##### **6-4-4-1-1. Events.**

Event operators respond to attestations during registration, and before submitting either an event application or PERF. No event application will be considered for approval if the individual is unable or unwilling to affirmatively agree to financial transparency, provide all financial disclosures requested by ECAG and agree to submit to a financial transparency check if selected.



#### **6-4-4-1-2. Teams.**

Coaches/Organizations completed attestations during registration and when creating a team in the BBCS. No coach will be permitted to create a team roster in the BBCS that is visible to event operators without identifying whether the coach or an organization is financially responsible for the team. Additionally, operators will not have visibility to rosters if the coach or person of authority for an organization of teams is unable or unwilling to affirmatively agree to financial transparency, provide all financial disclosures requested by ECAG and agree to submit to a financial transparency check if selected. The event operator's inability to see team rosters in the BBCS will prohibit participation in the event.

#### **6-4-4-2. General Overview of Financial Disclosure Requirements.**

Event operators, coaches or people of authority for an organization of teams are required to agree to and provide the following information:

##### **6-4-4-2-1. Income.**

Disclose all sources of income, financing and other payments. All revenue from any source generated from the event/team must be disclosed, including, but not limited to the following:

##### **6-4-4-2-1-1. Events.**

Fees received from participants; admissions fees, sales of event packets to NCAA coaches; sponsor funding and/or in-kind donations, and financial support for the event provided by any individual or entity.

##### **6-4-4-2-1-2. Teams.**

Fees received from participants; fund raisers; sponsor funding and/or in-kind donations, or financial support for the team(s) provided by any individual or entity.

##### **6-4-4-2-2. Disclosures.**

Disclose all expenses associated with the event/team, including, but not limited to, the following:

##### **6-4-4-2-2-1. Events.**

Total cost associated with conducting the event, expenses incurred for use of facilities, staff names, contact information and compensation paid, expenses paid for transportation, meals or lodging, awards, insurance, etc.

##### **6-4-4-2-2-2. Teams.**

The total cost associated with participating in events, event entry fees paid, compensation paid to staff, expenses paid for transportation, meals, lodging, insurance, etc.

##### **6-4-4-2-3. Financial Relationships.**

Disclose any financial relationship between any event, operator, coach, individual associated with a team/organization of teams and any of the following: higher education institutions or representatives of higher education institutions; boosters of higher education institution; and/or any agent/runner or representative of an agent.

##### **6-4-4-2-4. Team Organization Leadership.**

Disclosure of persons associated with ownership/operation of the event and structure of the organization.

#### **6-4-4-2-5. Disclosure of Gifts, Benefits and Inducements.**

All gifts, benefits and inducements provided to participants and/or contractual arrangement with their families (travel, meals, accommodations, gear, etc.) must comply with certification requirements. Operators/Coaches are required to maintain records of anything provided to participants or their families and must disclose that information, along with the source of their provision, to the NCAA or its designee when requested.

#### **6-4-4-2-6. Sponsors.**

Operators, coaches, organizations are required to **disclose** to the NCAA the identity of all league sponsors and the value/benefit of that sponsorship.

#### **6-4-4-2-7. Transparency Checks.**

Financial disclosure submission for both teams and events will be analyzed, and teams/events will be identified as moderate to high risk. Beginning after the fall of 2020, ECAG may select any number of teams/events deemed moderate to high risk for a transparency check. NonECAG NCAA staff or an outside entity may be used to perform the transparency checks.

#### **6-4-4-2-8. NCAA Unfettered Access.**

Operators, coaches and organizations must agree to allow NCAA staff (or a designated representative) unfettered access to inspect relevant financial records or related documents upon request.

### **6-4-5. Team Documentation Requirements.**

Teams participating in NCAA-certified events must comply with standards outlined in the ECAG procedures. Coaches are responsible for the compliance of their team(s), but event operators also have a responsibility to ensure that the teams participating in their event are compliant.

All participating coaches and athletes must have registered in the BBCS prior to participation. This check is how the operator validates that athletes have completed required education and ensures that the coaches have cleared the background check requirement and does not have any outstanding eligibility issues with the NCAA. Operators are also responsible for ensuring that all participating teams have created rosters for that event and that all coaches/athletes participating are listed on that roster. Completing this check also gives the operator visibility to any residency issues, NCAA granted justification and justification where the operator must review documentation and determine if the athlete meets the residency requirements to participate with that team. This also ensured that the teams have met all financial transparency requirements to date. Completing these steps helps the operator to avoid NCAA violations.

## **6-5. Requirements for Teams in Nonscholastic Events.**

### **6-5-1. Overview of Creating Teams in the BBCS.**

For a team to participate in NCAA-certified events, the coach administrator must create a roster for each of the events in which the team will participate. To accomplish this task, all the team's coaches and athletes must have an active profile in the BBCS.

The coach administrator is assumed to be the person who is financially responsible for the team and will be required to submit the financial disclosures.

The coach administrator then would create a bench in the BBCS where all coaches and athletes for any number of teams will be invited. Those invitations must be accepted by the invited party in order to add that person to a team roster, which is required for event participation. The coach administrator will then select an approved event from the list and create a roster for that event. A separate roster must be created for each event. Step-by-step instructions for the team creation process is available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification) and in the ECAG procedures.



### **6-5-2. Team PERF.**

To fulfill the identified need for financial transparency recommended by the Commission on College Basketball chaired by Condoleezza Rice, the person of authority for a team/organization of teams must submit a team PERF at the conclusion of the summer certification season.

#### **6-5-2-1. Required Submissions.**

All teams or organizations of teams must submit information upon the conclusion of the NCAA-certified evaluation season for the year providing information about the operation of the team/organization.

Required information includes, but is not limited to, providing the following information:

1. Disclose all sources of income, financing and other payments. All revenue from any source generated by the team must be disclosed, including, but not limited to, fees received from participants; fund raisers and fund-raising agreements; sponsor agreements, funding and/or in-kind donations, or financial support for the team(s) provided by any individual or entity.
2. Disclose all expenses associated with the team, including, but not limited to, the total cost associated with participating in events, event entry fees paid, compensation paid to staff, marketing expenses, expenses paid for transportation, meals, lodging, insurance, etc.
3. Disclose any financial relationship between any coach or individual associated with a team/organization of teams and any of the following: higher education institutions or representatives of higher education institutions; boosters of higher education institution; and/or any agent/runner or representative of an agent.
4. Disclosure of persons associated with ownership/operation of the team and structure of the organization.
5. Allow NCAA staff (or a designated representative) unfettered access to inspect relevant financial records or related documents upon request.

#### **6-5-2-2. Team PERF Processing Procedures (Nonscholastic Events).**

The individual financially responsible for a team, whether the coach or the person of authority for an organization, must complete and submit the information requested in the Team PERF no later than 11:59 p.m. on August 31 each year.

The Team PERF submissions will be analyzed, and teams identified as moderate to high risk will be chosen for a more extensive audit. Results of the audit will determine the continued eligibility of the team or organization of teams, which will be communicated to the team/organization.

Failure to submit the required information by the appropriate deadline will result in the denial of the Team PERF rendering the team ineligible for participation in NCAA-certified events the following year. Such ineligibility applies to the team or organization of teams, not the athletes on those teams. ECAG's decision to deny a team/organization participation is final and not subject to further review.

##### **6-5-2-2-1. ECAG Decisions are Final.**

ECAG has final authority to determine that a team or organization of teams is ineligible for participation in NCAA-certified events in future years, and its decisions are not subject to further review.

## **6-6. Requirements Specific to Scholastic Events.**

The criteria outlined in the scholastic event requirements underscore the importance of maintaining an education-based focus on event formats and host sites. Therefore, NCAA legislation and ECAG policies, procedures, guidelines and requirements are intended to maintain an education-based focus at NCAA-certified scholastic basketball events. The criteria were based on

and align with the philosophies, fundamentals and processes used in the NFHS scholastic program for hosting events that take place during the scholastic evaluation period. Information about scholastic events is posted on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). The list of approved events is accessible from the same web page.

The criteria below, specific to the NCAA certification process for scholastic events, were approved by the MBOC to ensure alignment with recommendations from the Commission on College Basketball. Penalties for noncompliance with any of the criteria outlined in NCAA legislation and ECAG policies, procedures, guidelines and requirements are at the discretion of the NCAA and pursuant to the applicable NCAA guidelines and/or procedures.

#### **6-6-1. Organizations Eligible to Apply.**

ECAG will only accept applications to host an NCAA-certified event from associations, organizations or entities that fall within one of the following categories:

1. A National High School Basketball Coaches Association (NHSBCA) member.
2. A state high school basketball coaches' association. If there is no such association specifically for basketball coaches, a state high school coaches' association, provided that the non-sport specific coaches' association has been<sup>1</sup>:
  - A. established and active for at least one year prior to the time of application; or
  - B. recognized by or members of their respective state high school athletics/activities association.
3. A high school athletics association (e.g., state athletics association, metro area athletics association, regional athletics association or parochial athletics association) that:
  - A. Has been established and active for at least one year prior to the time of application.
  - B. Is organized for the primary purpose of governing education-based athletics.
  - C. Is licensed by and/or registered under appropriate state regulations or laws; and
  - D. Performs duties and functions consistent with other high school athletics governing bodies.
  - E. **JUNE ONLY** - Is NOT a NFHS member.

#### **6-6-2. Event Format.**

The NHSBCA represents the collective expertise of coaches from across the country and it has identified five event formats it deems appropriate for scholastic events. These formats are posted online as the "Blueprint of NHSBCA Event Models". The NCAA strongly recommends that associations/organizations interested in hosting a scholastic event select one or a combination of these five models as the format for its scholastic event(s). For more information about the NHSBCA go to [www.NHSBCA.org](http://www.NHSBCA.org).

#### **6-6-3. Staff Requirements.**

##### **6.6.3.1. Primary Event Staff Requirements.**

All primary event staff must be members/staff of the host association, school personnel of the host association, and/or approved state coaches association members who are currently active and in good standing. Individuals associated with host-school facilities or participating schools (e.g., athletes; students; alumni; parents of athletes, students, or alumni; community members or family members of host association members/staff) are not acceptable as primary staff.

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<sup>1</sup>ECAG may, in its discretion, approve an association that does not meet these requirements on a case-by-case basis;

#### **6-6-3-1-1. Primary Event Staff Defined.**

Primary event staff includes anyone involved in conducting/administering the event such as site director, gym supervisors, organizers, coordinators, coaches, etc. Primary event staff does not include officials, medical personnel, security, concessions, clocks/score table workers, parking attendants or janitorial services.

#### **6-6-3-2. Required Medical Personnel.**

Qualified medical personnel must be present at EACH facility utilized by the event.

#### **6-6-3-3. Accredited Officials.**

Game officials should be members of an accredited officials' association, such as NFHS, International Association of Approved Basketball Officials, Inc. or equivalent.

#### **6-6-4. Participating Coach Requirements.**

All coaches must be:

1. Employed (paid or unpaid) by the participating high schools, or
2. A member in good standing with one of the following:
  - A. NHBBCA,
  - B. State high school basketball coaches' association (or state coaches' association if a basketball specific organization does not exist), or
  - C. host athletics association.
3. Must complete all school and state certification requirements, including background checks, prior to coaching in the event. For individuals/coaches not subject to school or state certification requirements, including background checks, such individuals/coaches must complete and be approved through the NCAA selected background check provider used in nonscholastic events. (The current background check provider is USAB Gold License and requires completion of educational modules and includes a criminal background check).

#### **6-6-4-1. Felony Conviction Restrictions for Event/Team Staff.**

The host organization is responsible for ensuring that neither the event nor any participating team shall have on its staff any individual who has been found guilty or pleaded guilty in a court of law to a felony.

#### **6-6-4-2. Participating Athlete Requirements.**

##### **6-6-4-2-1. High School Teams or Individuals.**

Host organizations are responsible for ensuring that high schools and PSAs are eligible to participate in NCAA-certified scholastic events. All participating PSAs must be currently enrolled in a high school that meets the eligibility requirements below, regardless of whether his high school is participating. High schools may participate in NCAA-certified scholastic events if the school:

1. Is governed by a high school athletics association that has existed for at least one full academic year and is organized for the primary purpose of governing education-based athletics, is licensed by and/or registered under appropriate state regulations or laws, and performs duties and functions consistent with other high school athletics governing bodies;
2. Has been in continuous operation for at least one full academic year, with enrolled students who have completed at least two semesters of classes; and
3. Has gone through the NCAA High School Certification Review process and have either been cleared, are in review or undergoing extended evaluation by the NCAA Eligibility Center. Instructions for Checking EC Evaluation Status are posted on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events).

4. It is suggested that all participants (individuals, teams, etc.) be finalized by the beginning of the month in which the event occurs to allow the event to promote who will be participating so that NCAA coaches can make the best decisions about which events they need to attend.
5. **JUNE ONLY** - Is NOT a NFHS member.

#### **6-6-5. Fees/Finances at NCAA Scholastic Events.**

Fees charged to event participants, nonparticipant attenders and college coaches must comply with standards outlined in the ECAG procedures.

##### **6-6-5-1. Price Disclosed in Advance of Event.**

The price of event packets must be disclosed on the event application, be publicized in advance.

It is permissible for an operator to charge different amounts for the produced event packets, but the price must be made available to all qualifying participants at the same price and must be based on some objective criteria. All packet options are required to be disclosed on the event application and will be posted on the list of approved events available on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). Operators cannot make changes at the event site nor can the operator make price adjustments based on his/her relationship with an NCAA coach.

##### **6-6-5-2. Same/Similar Fees for All NCAA Coaches.**

While the cost of a coaches' packet may not exceed \$150, it is permissible for a host organization to charge different amounts for the produced coaches' packets, but the price must be made available to all qualifying coaches, must be based on some objective criteria (division, number of days attending, etc.) and must be publicized in advance. All packet options are required to be disclosed on the event application and will be posted on the list of approved events available on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). Host organizations cannot make changes at the event site nor can the operator make price adjustments based on his/her relationship with an NCAA coach.

##### **6-6-5-3. Sponsors.**

Use of sponsors is permitted for actual and necessary expenses to operate the event (e.g., facility rental fee, food and beverage for participants and event staff, printing of credentials, etc.) and that it is my responsibility to ensure that any sponsorship accepted is not from an entity that would jeopardize the high school or NCAA eligibility of any event participant. Sponsors cannot organize, implement, or operate NCAA-certified scholastic Events; cannot influence selection of participants (players, teams or coaches) nor shall they determine event format.

##### **6-6-5-4. Participant Entry Fees.**

Entry fees must be similar for all participants. Team event entry fees shall not exceed \$250 per team/school. Individual event entry fees shall not exceed \$50 per participant. ECAG may change the allowable fees in collaboration with NFHS adjustments.

##### **6-6-5-4-1. Excess Entry Fees for Participants.**

Entry fees in excess of \$250 per team/school and \$50 for individual participants must be justified by documented expenses and may be considered if submitted with the organization's certification application for advance approval. These documented expenses may include, but are not limited to, security fees, insurance costs, facility fees, staffing expenses, etc. Any such excess fee charged by an organization without advance approval must be disclosed with other PERF information and may affect the organization's future eligibility to participate in NCAA-certified scholastic basketball events.

ECAG has the authority to approve or deny a request to charge additional fees and such decisions are not subject to further review.

#### **6-6-5-4-2. Reduced Entry Fees.**

Host organizations are prohibited from granting free entry or reduced entry to select participants based on athletics ability or reputation. A host organization may offer participants a reduced entry fee provided the following conditions are met:

- If offered, reduced entry fees must be made available to all qualifying participants and must be based on some objective criteria that is unrelated to a participant's athletics ability or reputation.
- Any reduced entry fee program must be publicized in advance. Host organizations will need to identify during the application process how participants will be notified/informed that such a program exists (on registration form, event flyers, website, etc.).

#### **6-6-5-5. Nonparticipant Entry Fees.**

Event admission charges for nonparticipants shall not exceed \$10 per day. ECAG may change the allowable fees in collaboration with NFHS adjustments.

##### **6-6-5-5-1. Excess Admission Charges for Nonparticipants.**

Admission charges in excess of \$10 per person must be justified by documented expenses and may be considered if submitted with the organization's certification application for advance approval. These documented expenses may include, but are not limited to, security fees, insurance costs, facility fees, staffing expenses, etc. Any such excess fee charged by an organization without advance approval must be disclosed with other PERF information and may affect the organization's future eligibility to participate in NCAA-certified scholastic basketball events.

ECAG has the authority to approve or deny a request to charge additional fees and such decisions are not subject to further review.

#### **6-6-5-6. Event/Coaches' Packets.**

Host organizations that produce coaches' packets must comply with fee limitations and ECAG has the authority to change the allowable fee amount if done in collaboration with NFHS.

Specific requirements are as follows:

##### **6-6-5-6-1. Event/Coaches' Packet Price.**

The cost to an institution to purchase a packet shall not exceed \$150 for the event unless the institution's coaching staff desires to have more than one packet. If the staff from the same institution share a packet, the cost should not exceed \$150 for the packet and each additional coach would need to pay the event admission fee (not to exceed \$10).

##### **6-6-5-6-2. Information Required for Event/Coaches' Packets.**

Packets must contain substantive information relevant to the observation and evaluation of participating PSAs, including but not limited to:

1. Event schedule.
2. Location of all sites where NCAA coaches can observe PSAs.
3. Participant information (either individually or on a team roster) that includes:
  - A. Name of prospect.
  - B. Prospect's direct contact information.
  - C. Jersey number.

- D. Graduation year (e.g., 2019, 2020, etc.).
- E. Scholastic institution.
- F. Name and contact information for scholastic coach.

#### **6-6-6. Location Requirements and Restrictions.**

In addition to the location restrictions for all NCAA-certified events and leagues outlined earlier in this chapter (Basketball Certification) in the sections on Limitations on Involvement, Division I Campus Facilities, and Unfettered Access to the NCAA, NCAA-certified scholastic events must also be compliant with the following:

##### **6-6-5-1. Nonscholastic Facilities.**

NCAA scholastic events may only be conducted at a location that is physically situated on or at an educational institution. Examples of permitted sites include elementary, middle or high schools, two-year institutions or any four-year college or university that is not a Division I NCAA member institution. A host association may, however, request for an exception to the rule so that the event can utilize a nonscholastic facility. Instructions for how to request a location exception are available on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events) and in the ECAG procedures.

##### **6-6-5-2. Multiple Sites.**

Scholastic events may be conducted at multiple event locations if each secondary location is compliant with all location requirements applicable to NCAA-certified events (both scholastic and nonscholastic).

##### **6-6-7-1. Separation of NCAA Coaches.**

The purpose of Division I coach attendance at an event is for evaluation only. Division I coaches are NOT permitted to have contact with PSAs, family members of PSAs, or Individual's Associated with a Prospect (IAWPs).

##### **6-6-7-1-1. IAWP Definition Clarification.**

As applicable to ECAG, the definition of IAWP generally includes parents, legal guardians, handlers, personal trainers, recruiting/scouting service employees or operators and coaches. For purposes of NCAA certification, IAWP also includes:

1. A nonscholastic coach is considered an IAWP regardless of whether their team is participating in the event.
2. A two-year college coach is an IAWP regardless of whether their team is participating in the event.
3. Individuals associated with a recruiting/scouting service are an IAWP.
4. Media members that trigger IAWP status (e.g., media members employed by, or working in partnership with, a scouting service or recruiting service) would be subject to the limitations noted above and would not be allowed to sit in the designated seating section for NCAA coaches.

##### **6-6-7-2. Required Precautions for NCAA Coaches at Nonscholastic Events.**

NCAA-certified scholastic events should be conducted in a manner that allows NCAA coaches to attend the event and evaluate PSAs with minimum opportunity for contact violations, allowing the coach to focus on evaluations. Event operators are responsible for having staff/volunteers to monitor and remove non-NCAA coaches from designated NCAA-coach areas. Required and encouraged precautions are outlined below:

##### **6-6-7-2-1. Identification of NCAA Coaches.**

Operators are expected to have a system in place to distinguish NCAA Division I coaches from other attendees (e.g., arm bands, lanyards, etc.)



#### **6-6-7-2-2. Signage.**

Operators must clearly identify all separate NCAA coaches' areas.

#### **6-6-7-2-3. Separate Seating.**

Operators/host organizations must provide NCAA coaches with a designated seating section that is free of those individuals with whom NCAA coaches are prohibited to have contact per NCAA bylaws.

##### **6-6-7-2-3-1. Monitoring NCAA Coaches.**

Operators are expected to remove unauthorized participants or attendees are from designated NCAA coach areas. However, if an NCAA coach elects to engage with an IAWP or attempt an impermissible contact, the event operator is not responsible for the coach's behavior. ECAG encourages operators to remind NCAA coaches of their responsibilities and of the enhanced penalties for contact violations at certified events but are not expected to enforce NCAA recruiting requirements on individuals subject to NCAA bylaws.

##### **6-6-7-2-3-2. Media.**

The prohibition on seating for certain individuals with NCAA coaches does not apply to bona fide news media. However, media members that trigger IAWP status (e.g., media members employed by, or working in partnership with, a scouting service or recruiting service) would be subject to the limitations noted above and should not be allowed to sit in the designated seating section for NCAA coaches.

#### **6-6-7-2-4. Hospitality Rooms.**

If a hospitality room is being provided for college coaches, the room must be designated for college coaches only. Operators are expected to remove unauthorized participants or attendees from designated NCAA coach areas keeping it free of those individuals with whom NCAA coaches are not permitted to have contact under NCAA bylaws. If the operator desires to provide a hospitality room for participating team coaches, athletes or any other group it must be separate from the college coaches hospitality room.

#### **6-6-7-3. Encouraged Precautions for NCAA Coaches at Scholastic Events.**

Event operators/host organizations should implement reasonable precautions to separate NCAA coaches from participants and spectators. When possible, operators are encouraged to provide NCAA coaches with separate entrances, check-in locations, bracket postings, bathrooms, parking lots, concessions, etc.

### **6-6-8. Permissible Scheduling of Activities.**

#### **6-6-8-1. Dates.**

NCAA Division I coaches may attend scholastic basketball events based on the following legislation:

- 13.1.7.5 – Men's Basketball Evaluations
- 13.17.2 for Men's Basketball Calendar Formula

Since dates are based on a formula, dates will change from year to year; so, recruiting calendars are published annually.

#### **6-6-8-2. Athletically Related Activities Limitations.**

The amount of time a PSA can participate in athletic activities must be limited in accordance with [USAB/NBA Youth Guidelines](#). All other standards outlined in the [USAB/NBA Youth Guidelines](#) should serve as best practices.

PSA participation is limited to no more than two games on any one day and no more than 14 hours of athletically related activities in one week. Individual events and camps must comply with the 14-hour requirement.

#### **6-6-8-3. Time Restrictions.**

Specific days and times of day that an athlete can participate in athletically related activities must be limited in accordance with NCAA recruiting calendars and ECAG standards. NOTE: days of the week and times of day may be different dependent on the season.

Athletically related activities may NOT begin prior to 8 a.m. and the last athletically related activity may not begin later than 10 p.m.

#### **6-6-8-4. Certified Dates – Event.**

Certification is only granted for dates that appear on the detailed playing schedule submitted with the application. Division I coaches are only permitted to attend to evaluate prospects on the official certified dates identified on the approval list posted on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). At times, the event may operate at ineligible dates/times, in which case, Division I coaches may only attend within the time frame posted on the online approval list.

#### **6-6-8-5. Division I Coach Attendance Restrictions.**

Attendance of NCAA Division I men's basketball coaches may only occur in compliance with NCAA recruiting calendars and ECAG requirements. may not begin evaluating athletes at an event until 12:00 p.m. on the Friday opening the evaluation period or past 6 p.m. on Sunday, the final day of the evaluation period. The event may begin or end outside of the noon to 6 p.m. requirements, but Division I coaches are only permitted to attend within that time frame. If the event is scheduled outside the permissible noon to 6 p.m. period, the operator will need to submit an explanation for how they intend to prohibit NCAA coaches from entering prior to noon Friday and/or how they intend to make sure the facility is free of NCAA coaches by 6 p.m. Sunday.

### **6-6-9. Recommendations for Event Operations.**

1. Use NFHS/high school or NCAA playing rules.
2. Use USAB/NBA Youth Guidelines for grades nine through 12, including those limiting the number of games in a weekend. [usab.com/youth/development/youth-guidelines-rules-andstandards.aspx](http://usab.com/youth/development/youth-guidelines-rules-andstandards.aspx)
3. Include an educational component for participants and high school coaches as part of the event.
4. Net revenues should be designated to host future events or invested in direct student-related programs (e.g., student leadership conferences, sportsmanship summits, college information educational materials, etc.).

## **6-7. Application Procedures and Deadlines.**

Information about NCAA-certified summer leagues and nonscholastic events and BBCS access is available on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification).

### **6-7-1. Nonscholastic Events and Summer Leagues.**

Operators request NCAA certification by creating/logging in to an existing user account and applying in the BBCS online.

#### **6-7-1-2. Application.**

An application to request certification of a spring/summer nonscholastic event must be submitted to ECAG annually no later than 11:59 p.m. Eastern time 30 days before the first requested date of certification. There is a \$50 nonrefundable fee for each application submitted.



Failure to submit the application by the appropriate deadline may result in the denial of the application. If the required number of days is added to the date the application was submitted and there are still dates eligible for certification, ECAG may process the application and grant certification only for the remaining days. ECAG's decision to process, approve or deny an application is final and not subject to further review.

#### **6-7-1-3. Required Submissions.**

Applicants must provide information to demonstrate compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements.

The applicant will be asked to provide information relating to the NCAA legislated requirements for NCAA-certified summer leagues and nonscholastic events including, but not limited to providing the following information:

Event/league information including event/league name, participant gender and age, schedule, facilities, fees, sponsors, awards, gifts/benefits, staff, and for events, information regarding Division I coach attendance.

Insurance information including carrier, policy number and copy of the policy as proof of insurance that is compliant with the NCAA requirements.

Applicant must agree to attestations of compliance with NCAA requirements.

#### **6-7-1-4. Application Processing Procedures.**

In its review and consideration, ECAG may request the event/league operator to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process an application to completion, ECAG will change the status of the application to Information Requested resulting in an online alert and auto-generated email to the operator. The applicant must log back in to the BBCS to acquire the details of ECAG's request. Notations on the online application will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. ECAG will change the status of the application to the appropriate decision. As a result, the event/league operator will be notified of ECAG's decision via email and online alert. If approved, a nonscholastic event/league will be included on the appropriate approval list posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification).

Application processing procedures are outlined in detail in the ECAG procedures and ECAG has the authority to make any operational changes needed to the application processing procedures.

#### **6-7-1-4-1. NCAA Review of Application for Nonscholastic Events or Summer Leagues.**

ECAG will review the submission to determine whether the submission is complete.

##### **6-7-1-4-1-1. If "Yes":**

##### **6-7-1-4-1-1-1. NCAA Issues a Decision.**

ECAG has final authority to approve or deny an application and its decisions are not subject to further review.

##### **6-7-1-4-1-1-2. Decision Communicated.**

When the NCAA posts the decision in the BBCS, the operator receives an email notification and a BBCS alert. If approved, the event/league will be included on the appropriate approval list posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification). For events, a PERF

must be submitted and approved is required for the event to remain eligible for NCAA certification the following year.

#### **6-7-1-4-1-2. If "No":**

##### **6-7-1-4-1-2-1. ECAG Requests Additional Information.**

In its review and consideration, ECAG may request the operator to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person. If additional information is required to process an application to completion, ECAG will change the status of the application to Information Requested resulting in an online alert and auto-generated email to the operator. The applicant must log back in to the BBCS to acquire the details of ECAG's request.

##### **6-7-1-4-1-2-2. Submission of Requested Information.**

The applicant for the host organization submits the information requested.

###### **6-7-1-4-1-2-2-1. Deadline to Submit.**

Operator must respond to the requested information in the BBCS no later than 10 days after the BBCS email was sent. The specific date is visible in the BBCS.

###### **6-7-1-4-1-2-2-2. After Deadline – LATE PENALTIES.**

The failure to respond to a request for additional information by the designated deadline will likely result in the denial of the application, may impact future certification or other penalties per the ECAG adverse actions guidelines.

###### **6-7-1-4-1-2-2-3. Before Deadline - NCAA Review.**

ECAG will review the additional information submitted for compliance to determine the proper certification decision.

#### **6-7-2. Scholastic Events.**

In order to request NCAA-certification of a scholastic event and remain eligible for certification the following year, the following must occur:

##### **6-7-2-2. Application.**

###### **6-7-2-2-1. Host Organization Submits Application.**

Applications are available on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). For June scholastic events, an event application<sup>2</sup>form must be submitted to ECAG by 11:59 p.m. Eastern time on March 1 each year. Applications will be processed in the order received.

Failure to submit the required information by the appropriate deadline will result in the denial of the application. ECAG's decision to approve or deny an application is final and not subject to further review.

The application will ask the operator/host organization to provide information relating to the NCAA legislated requirements for scholastic events including, but not limited to, providing the following information:

- Event information including event name, format, schedule, facilities, invited states, fees, sponsor information, fees, awards, gifts, and staff.

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<sup>2</sup> ECAG reserves the discretion to charge registration and/or fees for other ECAG services, considering the administrative burden on ECAG, the number of applications and volume of submissions received, and the adequacy of existing resources to carry out its mission.

- Insurance information including carrier, policy number and copy of the policy as proof of insurance that is compliant with the NCAA requirements.
- Host organization information including name, address, website, phone number, organization authority and their contact information, first date of the organization's existence, state tax ID number.

Applicant must agree to attestations of compliance with NCAA requirements.

#### **6-7-2-2.2. Required Submissions.**

Applicants must provide information to demonstrate compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements outlined in the ECAG procedures including, but not limited to, general information about the host organization, general information regarding the event, and each of the following with the submission of the application1F3F3:

1. An estimated budget of revenues and expenses,
2. Support for any fee waiver request,
3. Copy of the required insurance policy,
4. Articles of Incorporation for the host organization.
5. If the host organization is a high school association, an organization chart or description of structure identifying all its membership schools must also be submitted.

#### **6-7-2-2.3. Application Fee.**

ECAG is authorized to charge fees for registration, application submission, or other ECAG services to assist in eliminating the administrative burden on the NCAA, subsidize resources needed to improve the process and provide the necessary staff. All fees implemented are permitted to be changed at the discretion of ECAG and should be included as a supplement to the P&P

#### **6-7-2-3. Application Processing Procedures.**

In its review and consideration, ECAG may request the event/league operator to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process an application to completion, ECAG will request additional information via email. This communication will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline. For June scholastic events, the deadline for response is 10 calendar days from the date of the email request.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. ECAG will change the status of the application to the appropriate decision. As a result, the event/league operator will be notified of ECAG's decision via email and online alert. If approved, a scholastic event will be posted to the approval list on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events).

Application processing procedures are outlined in detail in the ECAG procedures and ECAG has the authority to make any operational changes needed to the application processing procedures.

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#### **6-7-2-3-1. NHSBCA Review of Applications.**

Application submissions are shared with the NHSBCA for review. NHSBCA will use its collective knowledge to look for any red flags or concerns that the NCAA should consider when processing the application.

#### **6-7-2-3-2. NCAA Review of Applications for Scholastic Events.**

ECAG will review the submission to determine whether the submission is enough to process the application.

##### **6-7-2-3-2-1. If "Yes":**

###### **6-7-2-3-2-1-1. NCAA Issues a Decision.**

ECAG has final authority to approve or deny an application and its decisions are not subject to further review.

###### **6-7-2-3-2-1-2. Decision Communicated.**

The approval will be communicated via email and posted to the Approved Scholastic Events List on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events). The specific deadline date for the required PERF will be identified in the application approval decision email.

##### **6-7-2-3-2-2. If "No":**

###### **6-7-2-3-2-2-1. ECAG Requests Additional Information.**

In its review and consideration, ECAG may request the host to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person. If this additional information is required to process an application to completion, ECAG will request additional information via email. This communication will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline. Deadline for response is ten calendar days from the date of the email request.

###### **6-7-2-3-2-2-2. Submission of Requested Information.**

The applicant for the host organization submits the information requested.

###### **6-7-2-3-2-2-2-1. Deadline to Submit.**

Operator must respond to the requested information in the BBCS no later than 10 days after ECAG sent the email for request.

###### **6-7-2-3-2-2-2-2. After the Deadline - LATE PENALTIES.**

The failure to respond to a request for additional information by the designated deadline may result in a denial of current or future certification or other penalties per the ECAG adverse actions guidelines.

###### **6-7-2-3-2-2-2-3. Before Deadline - NCAA Review.**

ECAG will review the submission to determine the appropriate decision.

#### **6-7-3. BBCS Status Change - NCAA Issues a Decision - Application.**

ECAG has final authority to adjudicate an application in accordance with standards outlined in the ECAG procedures and its decisions are not subject to further review.

#### **6-7-3-1. Decision Communicated.**

The approval will be communicated via email. For nonscholastic events and leagues completed in the BBCS, the operator receives an email notification and a BBCS alert when the NCAA posts the decision in the BBCS. A PERF must be submitted and approved for the event to remain eligible for NCAA certification the following year.

#### **6-7-3-2. Potential Application Decisions Defined.**

ECAG may assign any of the decisions below to an application. For applications completed in the BBCS, the operator receives an email notification and a BBCS alert when the status of the application is changed. If approved, a nonscholastic event/league will be included on the appropriate approval list posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification) and a scholastic event will be posted to the approval list on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events).

##### **6-7-3-2-1. Not Submitted.**

Additional steps must be taken by the operator before being given the opportunity to submit. Although all the required information may be entered, applications with the Not Submitted designation WILL NOT be reviewed/processed by ECAG. Eventually, events/leagues with the Not Submitted designation will be posted as denied, closing the application history.

##### **6-7-3-2-2. Submitted.**

Operator has successfully submitted the application to ECAG for processing. If the status indicates Submitted and was done so by the appropriate deadline, it has been submitted and will eventually be processed.

##### **6-7-3-2-3. In Progress or Pending.**

Service operator has applied and ECAG is currently in the process of reviewing, but a decision has not yet been rendered. This may mean that additional information has been requested as well.

##### **6-7-3-2-4. First Review.**

ECAG is currently completing the initial review of the application. To the applicant, this status will continue to appear as In Progress or Pending and the same permissions would apply.

##### **6-7-3-2-5. Ready for Second Review.**

ECAG's first review has been completed and the application is ready to be reviewed a second time for quality assurance. Again, to the applicant, this status will continue to appear as In Progress or Pending and the same permissions would apply.

##### **6-7-3-2-6. Info Requested.**

If ECAG requires additional information to process the application to completion, the status will show as Info Requested. The operator will also receive an email notification and an online alert when this status is changed to Info Requested. The information requested will be documented and visible within the application.

##### **6-7-3-2-7. Operator Responded.**

Once an operator has responded to the ECAG request for additional information and resubmitted the application, the status will appear as Operator Responded. This is an indication that a response has been logged and is awaiting ECAG review.

##### **6-7-3-2-8. Change Request.**

If the applicant has requested a change to the information submitted in the application post-approval, a change request will be initiated. This status is an alert to ECAG that the request has been made and needs to be reviewed.

##### **6-7-3-2-9. Staff Edit.**

In order to make any change to the application requested by the applicant post-approval, ECAG must place the application in a Staff Edit status to make those changes so they will update on the approval list.

#### **6-7-3-2-10. Approved.**

The information available indicates that at the time of review, the service appears to meet NCAA requirements for approval. Specific dates of certification will be identified. All certified events and leagues will be posted to the appropriate approval list on the [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification).

#### **6-7-3-2-10-1. Conditionally Approved Events/Leagues.**

ECAG may, at its sole discretion, place a participant, entity or activity on Conditional Approval when they are nearly eligible, but fail to fully meet all certification requirements. If the ability to comply with requirements has been demonstrated, certification/approval can be granted that is reliant on some action(s) or condition. ALL residency exceptions and roster justifications for an athlete to participate on a team are considered conditional approvals in that documentation has been provided to appear as a resident, but if that is found to be untrue, the justification/exception would not apply.

#### **6-7-3-2-10-2. Extended Evaluation.**

ECAG may, at its sole discretion, place a participant, entity or activity on Extended Evaluation. For example, if an event is historically compliant, but a violation occurs that is administrative in nature, the event may be placed on extended evaluation. Extended Evaluations appear on the approval list without distinction from fully approved events/leagues. In these instances, the event will essentially operate as an approved event, but the host/operator may be required to fulfill educational training, submit periodic information during the year, or other requirements to learn procedures to ensure similar violations do not occur in the future. Once the extended evaluation period has concluded, the participant, entity or activity must reapply or register for full approval and is expected to be operational and compliant with all NCAA requirements. If the participant, entity or activity is placed on Extended Evaluation more than once, additional scrutiny may be imposed or even result in denial of future certification/approval.

#### **6-7-3-2-11. Denied.**

The application has been denied. The reason for the denial is posted to the BBBS.

#### **6-7-3-2-12. Cancelled (Before Approval).**

The activity was cancelled by the event/league operator prior to the application having been processed to completion.

#### **6-7-3-2-13. Cancelled (After Approval).**

The activity was cancelled by the event/league operator after the application was processed and posted as approved. To avoid penalties, cancellations must be reported to ECAG via the "Request Change or Cancellation" feature no later than 48 hours prior to the scheduled start of the event/league.

#### **6-7-3-2-14. Cancelled (Missed 48 Hour).**

The activity was cancelled by the event/league operator after the application was processed and posted as approved, but not early enough to avoid penalties. Cancellations must be reported to ECAG via the "Request Change or Cancellation" feature no later than 48 hours prior to the scheduled start of the event/league.

#### **6-7-3-2-15. Withdrawn.**

The application was processed and posted as approved, but ECAG has withdrawn the certification based on supplemental information received.

#### **6-7-4. ECAG Decisions are Final.**

As indicated in the chapter on Authority and Governance, ECAG has final authority to approve or deny an event/league and those decisions are not subject to further review.



## **6-7-5. Post-Application Approval Reminders.**

### **6-7-5-1. PERF (Events Only).**

Event operators must submit information upon the conclusion of the event providing information about the operation of the event and the event's participants. Additional information is available in this chapter in the section on PERF Procedures and Deadlines.

### **6-7-5-2. Submission of Changes/Cancellations.**

Applications are approved based on the information included in the submission; any change (names, location, dates, fees, times of games, etc.) or cancellations made by the operator post-approval must be reported to ECAG in writing via the "Request Change or Cancellation" feature in the BBCS no later than 48 hours prior to the scheduled start of the event/league. Failure to report changes by the deadline may render the event/league ineligible for future approval.

### **6-7-5-3. Compliant Event Operation.**

The expectation of certification is that the event must then be operated in compliance with the NCAA requirements.

## **6-8. PERF Procedures and Deadlines.**

If event certification was granted and Division I coaches were given the opportunity to attend and observe PSAs, the event operator will be required to submit a PERF. ECAG has final authority to adjudicate the PERF in accordance with standards outlined in the ECAG procedures and its decisions are not subject to further review.

The PERF is required even if zero Division I coach attended. Failure to submit the required information by the appropriate deadline will result in the denial of the PERF rendering the event ineligible for certification during the same season the following year.

### **6-8-1. Nonscholastic Events.**

Event operators of both team and individual events must submit information upon the conclusion of the event providing information about the operation of the event. Information required for the PERF includes, but is not limited to, the following:

#### **6-8-1-1. Access to Nonscholastic PERF.**

The event operator will have access to the PERF in the BBCS immediately following approval of the event application. Portions of the PERF are necessary to verify participant compliance with NCAA requirements (e.g., mandatory registration, roster submission, athlete residency requirements, etc.)

#### **6-8-1-2. Nonscholastic PERF Deadlines.**

The event operator must complete and submit the PERF in the BBCS within two months from the last certified event date. The specific deadline will be visible in the Respond by Date column on the Event Applications tab in the BBCS and will appear in the Respond by Date column of an approved event application.

Failure to submit the required information by the appropriate deadline may result in the denial of the PERF rendering the event ineligible for certification during the same season the following year. ECAG's decision to approve or deny a PERF is final and not subject to further review.

#### **6-8-1-3. Required Submissions for Nonscholastic PERF.**

Event operators of both team and individual events must submit information upon the conclusion of the event including, but not limited to, staff used, coaches and athletes that participated, NCAA coaches in attendance, and financial disclosures.

1. Operator will be required to navigate through the application information and confirm that it remains accurate or make any necessary edits.

2. Confirmation that the event operated within the required schedule requirements including an upload of event results identifying which teams played at which times.
3. Confirmation that required medical personnel were always present and at each facility when that facility was in use.
4. A copy of the event/coaches/ packet if one was created.
5. Upload a list of all NCAA Division I coach in attendance and the member institution they represent in a CSV or Excel file.
6. Revenues and Expenses for the event to comply with financial transparency requirements.
7. A list of all staff (with contact information – address, email, phone) their role and compensation.
8. A complete list of participants (all PSAs and coaches).
9. A list of all event sponsors and any other individuals or entities that provided financial support to the event, directly or indirectly.
10. Identify all event staff and volunteers or employees involved in the operation of the event including, but not limited to, the administrative staff, clock and stat personnel, scorekeepers, officials/referees, ticket takers, concession, the required medical personnel/trainer, etc. Operators are required to submit the name, address, telephone number and compensation for each staff member. The same address and telephone number cannot be submitted for all staff members; the information should be specific to the individual.
11. Operator must agree to additional attestations of compliance with NCAA requirements.

#### **6-8-1-4. PERF Processing Procedures for Nonscholastic Events.**

In its review and consideration, ECAG may request the event operator to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process a PERF to completion, ECAG will change the status of the PERF to Information Requested resulting in an online alert and auto-generated email to the operator. The applicant must log back in to the BBCS to acquire the details of ECAG's request. Notations on the online PERF will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. The event operator will be notified of ECAG's decision via email.

##### **6-8-1-4-1. Operator Submits PERF.**

The operator for a nonscholastic event must complete and submit a PERF. ECAG's decision to approve or deny a PERF is final and not subject to further review.

The operator will have access to the PERF immediately following the approval of the event's application and must be submitted in the BBCS within two months from the last certified event date. The specific deadline will be visible in the Respond by Date column on the Event Applications tab in the BBCS and will appear in the Respond by Date column of an approved event application. Failure to submit the PERF by the appropriate deadline will result in a denial and as a result, the event will be ineligible for certification during the same season the following year.



Application2 form must be submitted according to the timeline and process outlined in the ECAG Ops. Applications will be processed in the order received.

**6-8-1-4-2. NCAA Review of Nonscholastic PERF.**

ECAG will review the submission to determine whether the submission is complete.

**6-8-1-4-2-1. If "Yes":**

**6-8-1-4-2-1-1. NCAA Issues a Decision.**

ECAG has final authority to approve or deny an application and its decisions are not subject to further review. A PERF approval is an indication that the event is eligible for NCAA certification the following year.

**6-8-1-4-2-1-2. Decision Communicated.**

The approval will be communicated via email.

**6-8-1-4-2-2. If "No":**

**6-8-1-4-2-2-1. ECAG Requests Additional Information.**

In its review and consideration, ECAG may request the operator to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person. If this additional information is required to process a PERF to completion, ECAG will change the status of the PERF to information requested resulting in an online alert and auto-generated email to the operator. The operator must log back in to the BBCS to acquire the details of ECAG's request. Notations on the online application will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline. Deadline for response is twenty calendar days from the date of the email request.

**6-8-1-4-2-2-2. Submission of Requested Information.**

The applicant for the host organization submits the information requested.

**6-8-1-4-2-2-2-1. Deadline to Submit.**

Applicant must provide the requested information no later than 20 calendar days after the NCAA has sent the email request.

**6-8-1-4-2-2-2-2. After Deadline – LATE PENALTIES.**

Failure to submit the requested information by the appropriate deadline will likely result in the denial of the PERF, may impact future certification or other penalties per the ECAG adverse actions guidelines.

**6-8-1-4-2-2-2-3. Before Deadline - NCAA Review.**

ECAG will review the additional information submitted for compliance to determine the proper certification decision.

**6-8-1-6. Team PERF Processing Procedures (Nonscholastic Events).**

ECAG has final authority to determine whether a team has fulfilled the PERF and financial disclosure requirements for a team to remain eligible for future participation in NCAA-certified events. These decisions will be determined in accordance with standards outlined in the ECAG procedures. ECAG decisions are not subject to further review.

To fulfill the identified need for financial transparency recommended by the Commission on College Basketball chaired by Condoleezza Rice, the person of authority for a team/organization of teams must submit a team PERF at the conclusion of the summer certification season.

## **6-8-2. Scholastic Events.**

### **6-8-2-1. Access to Scholastic PERF.**

The PERF form will be posted on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events) prior to the conclusion of the scholastic event period.

### **6-8-2-2. Scholastic PERF Deadlines.**

Operator must submit the PERF via email no later than 60 days of the last certified event date. The specific date will be identified in the application approval email. Failure to submit the required information by the appropriate deadline will result in the denial of the application. ECAG's decision to approve or deny an application is final and not subject to further review.

### **6-8-2-3. Required Submissions for Scholastic PERF.**

All scholastic event operators must submit information upon the conclusion of the event including, but not limited to, staff used, coaches and athletes that participated, NCAA coaches in attendance, and financial disclosures.

The operator/host organization must type information directly in the fields provided on the PERF form and utilize the "submit" button on the form to email it to ECAG. If problems occur with the submit button, the applicant can save the form as a PDF and email the editable form via the [ECAG Contact Form](https://web3.ncaa.org/bbcs/contactForm) (email via <https://web3.ncaa.org/bbcs/contactForm>). Failure to submit the required information by the appropriate deadline will result in the denial of the application. ECAG's decision to approve or deny an application is final and not subject to further review.

In addition to the PERF form, the operator for the host organization must submit the following:

1. Name and high school of each participating PSA.
2. Name, high school and email address of each participating coach.
3. Name and institution of each NCAA collegiate coach in attendance.
4. A copy of the event schedule/event results (identifying which teams played at which times).
5. A copy of the event/coaches' packets created for NCAA coaches in attendance.
6. Must identify each staff member including, but not limited to, the administrative staff, clock and stat personnel, scorekeepers, officials/referees, ticket takers, concessions, the required medical personnel/trainer, etc. Identify each staff member by name and role they fulfilled at the event. Further, for each primary staff member, identify the association with which each person is associated, and their role in that association.

#### **6-8-2-3-1. Submission of PERF Changes After Submission.**

PERFS are reviewed based on the information submitted; so, the information is expected to be accurate. If the operator or host organization discovers errors that need to be corrected, those should be communicated in writing to ECAG via the ECAG Contact Form (<https://web3.ncaa.org/bbcs/contactForm>).

### **6-8-2-4. PERF Processing Procedures for Scholastic Events.**

In its review and consideration, ECAG may request the event operator to provide additional information, documents or materials, or may conduct whatever additional investigation it

deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process a PERF to completion, ECAG will change the status of the PERF to Information Requested resulting in an online alert and auto-generated email to the operator. The applicant must log back in to the BBCS to acquire the details of ECAG's request. Notations on the online PERF will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. The event operator will be notified of ECAG's decision via email.

PERF processing procedures are outlined in detail in the ECAG procedures and ECAG has the authority to make any operational changes needed to the application processing procedures.

#### **6-8-2-4-1. Operator Submits PERF.**

The operator for a scholastic event must complete and submit a PERF. ECAG's decision to approve or deny a PERF is final and not subject to further review.

The PERF for a scholastic event is accessible on [www.ncaa.org/scholastic-events](http://www.ncaa.org/scholastic-events), and must be submitted within two months from the last certified event date. The specific deadline will be identified in the event's application approval email. Failure to submit the PERF by the appropriate deadline will result in a denial and as a result, the event will be ineligible for certification during the same season the following year.

#### **6-8-2-4-2. NCAA Review of Scholastic PERF.**

ECAG will review the submission to determine whether the submission is enough to process the PERF.

##### **6-8-2-4-2-1. If "Yes":**

##### **6-8-2-4-2-1-1. NCAA Issues a Decision.**

ECAG has final authority to approve or deny a PERF and its decisions are not subject to further review. The final decision will be communicated via email. A PERF approval is required for the event to remain eligible for NCAA certification the following year.

##### **6-8-2-4-2-1-2. Decision Communicated.**

The approval will be communicated via email.

##### **6-8-2-4-2-2. If "No":**

##### **6-8-2-4-2-2-1. ECAG Requests Additional Information.**

In its review and consideration, ECAG may request the host to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person. If additional information is required to process an application to completion, ECAG will request additional information via email. A request for additional information is sent to the applicant identifying all insufficiencies, clarifications or omitted documents that the application must submit for the PERF to be processed.

##### **6-8-2-4-2-2-2. Submission of Requested Information.**

The applicant for the host organization submits the information requested.

6-8-2-4-2-2-2-1. Deadline to Submit.

Applicant must provide the requested information no later than 20 calendar days after the NCAA has sent the email request.

6-8-2-4-2-2-2-2. After Deadline – Late Penalties.

The host must provide the requested information no later than 20 calendar days after the NCAA has sent the email request. The failure to respond to a request for additional information by the designated deadline will likely result in the denial of the PERF rendering the event ineligible for certification during the same season the following year. The applicant must log back in to the BBCS to acquire the details of ECAG's request.

6-8-2-4-2-2-2-3. Before Deadline - NCAA Review.

ECAG will review the submission to determine the appropriate decision.

**6-8-3. BBCS Status Change - NCAA Issues a Decision - PERF.**

ECAG has final authority to adjudicate a PERF in accordance with standards outlined in the ECAG procedures and its decisions are not subject to further review.

**6-8-3-1. Decision Communicated.**

The approval will be communicated via email. For nonscholastic events and leagues completed in the BBCS, the operator receives an email notification and a BBCS alert when the NCAA posts the decision in the BBCS. A PERF must be submitted and approved for the event to remain eligible for NCAA certification the following year.

**6-8-3-2. Potential Application Decisions Defined.**

ECAG can render any of the decisions below for the PERF. Any of the decisions below can be given to the PERF. The status will be updated in the BBCS for nonscholastic events.

**6-8-3-2-1. Not Submitted.**

Additional steps must be taken by the operator before being given the opportunity to submit. Although all the required information may be entered, PERFs with the Not Submitted designation WILL NOT be reviewed/processed by ECAG. Eventually, PERFs with the Not Submitted designation will be posted as denied, closing the PERF history.

**6-8-3-2-2. Submitted.**

Operator has successfully submitted the PERF to ECAG for processing. If the status indicates Submitted and was done so by the appropriate deadline, it has been submitted and will eventually be processed.

**6-8-3-2-3. Info Requested.**

If ECAG requires additional information to process the PERF to completion, the status will show as Info Requested. The operator will also receive an email notification and an online alert when this status is changed to Info Requested. The information requested will be documented and visible within the PERF.

**6-8-3-2-4. Operator Responded.**

Once an operator has responded to the ECAG request for additional information and resubmitted the PERF, the status will appear as Operator Responded. This is an indication that a response has been logged and is awaiting ECAG review.

**6-8-3-2-5. Approved.**

The PERF has been approved. This is an indication that the event will remain eligible for NCAA certification the following year. ECAG's decision to approve or deny a PERF is final and not subject to further review.

**6-8-3-2-5-1. Conditionally Approved.**

ECAG may, at its sole discretion, grant conditional approval to an event. For example, if the event is historically compliant, but a violation occurs that is administrative in nature, the event may be conditionally approved. In these instances, the event will essentially operate as an approved event, but the host/operator may be required to submit a plan for ensuring similar violations do not occur in the future or other documentation of compliance. If an event is conditionally approved more than one time, the event may be scrutinized further or even be denied certification of future events.

**6-8-3-2-6. Denied.**

The PERF has been denied. The reason for the denial is posted to the BBCS. Events with a denied PERF will not be eligible for NCAA certification in the same season the following year. ECAG's decision to approve or deny a PERF is final and not subject to further review.

**6-8-3-2-7. Cancelled (Missed 48 Hour).**

The activity was cancelled by the event operator after the application was processed and posted as approved, but not early enough to avoid penalties. Cancellations must be reported to ECAG via the "Request Change or Cancellation" feature no later than 48 hours prior to the scheduled start of the event/league. PERFs in this state usually result in a denial.

## 7 - Participating Athlete Address/Residency Requirements – Nonscholastic Events.

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**7-1. Adjoining-State Rule.**

Participants on teams participating in NCAA-certified events must reside in the same state in which the team is located or from a geographically adjoining state.

**7-1-1. Number of Out of State Athletes.**

There is no limit to the number of out-of-state PSAs from an adjoining state or who meet one of the other defined exceptions.

**7-1-2. Isolated States/Territories.**

For athletes/teams from states/territories that are not geographically adjoined by a state/territory, the adjoining-state rule would apply as being geographically adjoined to the "designated" state identified below.

Isolated State/Territory	State “Designated” as Adjoining
Alaska	Washington
American Samoa	California
Guam	California
Hawaii	California
Northern Mariana Islands	California
Puerto Rico	Florida
U.S. Virgin Islands	Florida

**7-1-3. Exceptions to the Adjoining-State Rule.**

**7-1-3-1. Tribal Exception.**

An exception to the adjoining-state rule that allows the Native American tribe to be viewed in its entirety as analogous to a state, although its geographic location may encompass several states. Therefore, Native American PSAs are permitted to participate on their tribal team regardless of their state of residence.

#### **7-1-4. Permissible Address Requirements.**

The address utilized for a PSA to participate with a nonscholastic team at NCAA-certified events must fulfill the requirements for the primary address of residency or a permissible secondary address of residency. "Residency" is determined by where the individual physically lives.

##### **7-1-4-1. Single Address per Season Requirement.**

The PSA is expected to select a single permissible address to utilize for the duration of the season. For example, a PSA may utilize a permissible school address in one state to participate in spring events and a home address in a different state to participate in summer events but should NOT utilize addresses in two different states during the same season.

##### **7-1-4-2. Primary Address of Residency for Athlete.**

For PSAs who are minors, the address of their biological parent(s), adoptive parent(s) or court-appointed legal guardian(s) dictates the prospect's address of residency. If there is only a single address of residency, that would be the primary address. However, if the prospect alternates between two or more properties, using each as a residence for successive periods of time, the property that is the permanent fixed place of habitation is considered as the primary residency. This includes the address where the prospect's biological parent(s), adoptive parent(s) or court-appointed legal guardian(s) lives, works, eats, sleeps, studies, socializes, etc. indefinitely; and/or the place of habitation, which one returns despite temporary absences or residency elsewhere. In order to utilize the primary address of residency to participate in NCAA-certified events, the residency must have been established and maintained for a minimum of three months.

##### **7-1-4-2-1. Athlete's Use of Biological Parents Address.**

If the biological parents have residency in different states and they equally share custody of the PSA, either parent's residency could be utilized as the athlete's primary residency regardless of the state of the relationship between the parents (married, separated, divorced, etc.) provided the parent resided at that location for a minimum of three months prior to the PSA's participation. If the biological parents DO NOT equally share custody of the PSA, the athlete's primary address of residence is based on the residency status of the custodial parent, but the noncustodial parent's residency could be considered as the athlete's secondary address of residency provided the parent resided at that location for a minimum of three months prior to the PSA's participation. The PSA should meet the requirements for that individual to claim them as a dependent for federal income tax purposes at least 50 percent of the time and this would need to be documented.

##### **7-1-4-2-2. Athlete's Use of the Address of a Relative.**

The address of a relative who is not a biological parent and does not meet the standard to be a legal guardian CANNOT be used as a primary or secondary address of residence.

##### **7-1-4-2-3. Athlete's Use of Legal Guardian Address.**

To utilize the address of a guardian, the guardianship must be established in a court of law, cannot be temporary (parents' rights are permanently severed) and cannot be done for the purposes of attending school or to play basketball, and this would need to be documented. An affidavit and/or power of attorney is NOT acceptable guardianship documentation and does NOT, standing alone, meet ECAG requirements. Guardianship obtained by an individual (coach, family member, etc.) in order to utilize that person's address for participation on a team that is not compliant with the PSA's residence is not permissible. NOTE: In cases where custody is legally granted to someone other than the parent, the residence of that person may be utilized, if such custody is court-ordered, was not ordered during or within three months before participation and was not granted for participation with a nonscholastic team.



#### **7-1-4-3. Secondary Address of Residence for Athlete.**

A secondary address of residency is any property where the individual resides for a successive period that does NOT meet the standards of primary residency. A secondary address would include addresses like a boarding school address, the primary address of residence for the noncustodial biological parent, a host family's address for a foreign-exchange student, etc.

##### **7-1-4-3-1. Military Families/Similar Government Employee Addresses.**

If the PSA's biological parent(s), adoptive parent(s) or court-appointed legal guardian(s) is serving in the US military and stationed outside the US, the PSA would be permitted to utilize any of the following:

1. The address in the US where the family own property and will return when no longer on active duty.
2. If property was not owned, the address of the last US military base where the family was in residence.
3. The address (country) of the US military base where the family is currently stationed.
4. If none of these apply, PSAs of US military families may be eligible for a residency exception but would be required to submit a Residency Exception Request Form to ECAG.

##### **7-1-4-3-2. Athlete's Use of Boarding School Address.**

If a prospective SA (both US and non-US) attends a "scholastic" institution (school, academy, etc.) in a location other than that of their primary residence, the PSA may utilize their "scholastic" address to meet the NCAA residency requirements if all the following apply:

1. The institution (school, academy, etc.) must meet the requirements to be determined "scholastic."
2. The address of the actual scholastic institution can only be used if the institution is a "true" boarding school, meaning that the school is responsible for lodging, meals and general oversight/welfare of the prospect AND the PSA physically lives on the campus of the institution.
3. The PSA has attended the "scholastic" institution for a minimum of one academic year.

##### **7-1-4-3-2-1. Covid Exception for Athlete's Use of Boarding School Address.**

January 2021: ECAG Temporary COVID-19 Relief from School Enrollment Date Requirements for Use of a Boarding School or Host Family Address for 2021. ECAG Policies and Procedures 9-2-5-3-2 through 9-2-5-3-5 provide that an athlete utilizing a boarding school or host family address must have been at that address for a minimum of one academic year. This temporary COVID-19 relief supersedes this requirement and would permit eligibility for PSAs to participate with a team from the state of the boarding school/host family or an adjoining state provided that:

1. The prospective student athlete (PSA) demonstrated an intent to enroll and physically utilize the boarding school or host family address before the fall 2020 term; AND/OR
2. The PSA successfully enrolled online and can provide report cards/transcripts from the boarding school for the Fall 2020 term to date.

**7-1-4-3-3. Non-Campus Housing – Non-Boarding School Address.**

If the scholastic institution is NOT a boarding school, the non-campus address of residence (i.e., host family, apartment while attending two-year college, etc.) can only be used if the PSA has resided at that location and attended school in the same locale for the required minimum of one academic year.

**7-1-4-3-4. Host Family Address in Different Country from Residence.**

A PSA (both US and non-US) may use a host family's address that is in a different country than the PSA's country of residence to participate with a team in NCAA-certified events ONLY if he or she:

1. Physically resides with the host family/temporary guardian; and
2. Attends high school in the locale of the host family's residence for a minimum of one academic year.

**7-1-4-3-5. April Exception for Housing while at School.**

A PSA (both US and non-US) who meets the requirements to utilize a scholastic/non-campus housing/host family address (outlined above), but the prospect has NOT yet completed a full academic year may utilize their "school" address to meet the NCAA residency requirements if all the following apply:

1. The PSA was present and in attendance within the first 30 days of the school year. This can be documented by providing a copy of the athlete's transcript or report card, or via an official signed letter from the school.
2. The PSA has maintained enrollment at the same school the entire academic year; and
3. The PSA anticipates completing the academic year at the same school.

**7-1-4-3-6. Athlete Already Fulfilled Year in Residence in Another Country.**

Once a PSA has completed a full academic year in a different country from the PSA's address of residence and is permitted to utilize that address as a secondary residence, if the PSA were to move to a different state/province in the same country, he/she would NOT have to fulfill a second full academic year at the new location. After the full academic year requirement has been completed, the domestic standard would then be applied to that PSA and the address being utilized must have been established and maintained for a minimum of three months for the address to be utilized as a secondary residence for participation with a nonscholastic team at an NCAA-certified event.

**7-1-5. League and Event Certifications Granted to Same Activity.**

If an activity receives both event and league certification; all participants must comply with both the league 100-mile rule and the event adjoining-state rule to fulfill the NCAA residency requirements.

**7-1-6. Responsibility for Compliance with Athlete Address/Residency Requirements.**

**7-1-6-1. Coaches Responsibility for Athlete Address/Residency Requirements.**

Coaches are responsible for ensuring that the team he/she is coaching is compliant with NCAA team composition and residency requirements. The coach should obtain and maintain documentation from the athlete's family that validates that the PSA is compliant with the minimum standard of residency requirements prior to allowing the athlete to participate with the team in an NCAA-certified event. Teams who fail to ensure compliance put the certification of the events where it participates at risk and the team/organization and all coaches associated with the team are subject to penalties outlined as Adverse Actions.



### **7-1-6-2. Event Operators Responsibility for Athlete Address/Residency Requirements.**

Event operators are required to verify prior to participation that all teams in their event are compliant with the NCAA residency requirements.

### **7-1-6-3. Acceptable Proof of Residency.**

The burden is on the nonscholastic coach and/or the PSA's biological parent, adoptive parent or court-appointed legal guardian to document residency and demonstrate eligibility for participation with a specific team. To do so, the individual is required to submit to ECAG supporting documentation, which may include any number of the following:

1. Legal documentation showing custody and/or guardianship (signed by a judge or a government agency). A statement signed by the parents, notarized document signed by the parent(s), or a power of attorney, alone, would NOT meet this requirement.
2. Academic transcripts for the required length of time.
3. Multiple official government-issued and/or legal documents showing that the PSA has been physically present in the state for the required specific period:
  - A. Federal and state income tax documents identifying your state of residence. (Income taxes are paid in the state where you live, not the state where you work. Additionally, immigrants with a Green Card are required to file US taxes.)
  - B. For those states that do not require income taxes, federal income tax documents identifying your state of residence. (Immigrants with a Green Card are required to file US taxes.)
  - C. Documentation that the individual qualified for the homestead exemption in that state. (This criterion is more definitive since it requires one to be a resident and one cannot qualify for the homestead exemption in two locations.)
  - D. Passport that identifies permanent residence.
  - E. Visa documentation identifying the guardian, school and state of study, which should be identified on the Non-Immigrant Student Visa for the athlete.
  - F. US Department of Justice I-20 Form "Certificate of Eligibility for Nonimmigrant Status".
  - G. Documents identified below are helpful in proving habitation/residency but are not conclusive on their own. Multiple documents should be required.
    - Rental/mortgage contracts.
    - Current employer verification of residence.
    - Insurance policies.
    - Current driver's license.
    - Current vehicle registration.
    - Current voter registration.
    - Utility bills.

- Documentation showing frequent in-person transactions at local banks or other businesses.
- Documentation showing frequent in-person participation with religious organizations and/or recreational clubs with which the individual is affiliated.

#### **7-1-7. Justification of Residency and Athlete Address Exception Requests.**

##### **7-1-7-1. Justification of Athlete Address/Residency.**

Certain circumstances and address types will trigger a justification requirement in the BBCS. When the athlete is added to the coach's bench in the BBCS and potential residency issues are identified, a coach will be required to submit a justification statement that describes how the address that allowed the athlete to be added to the bench in the BBCS is a permissible address to allow the athlete to participate with his/her team via the BBCS. Justifications are rarely deviations from the rule, but instead proof the address that allowed the athlete to be added to the bench in the BBCS is a permissible address.

##### **7-1-7-1-1. Supporting Documentation Required for Justification.**

For each justification, the coach must also upload supporting documentation that validates/authenticates the circumstance(s) described. Statements made that are not supported with documentation will not be considered in the decision-making process. The justification statement and documentation upload must be completed BEFORE the BBCS will allow the coach to add the athlete to an event roster.

##### **7-1-7-1-2. Justification Decision Pending.**

If ECAG has NOT yet rendered a decision for the justification, the event operator can view the statement of explanation and supporting documentation uploaded, and if the operator is confident that the prospect is compliant with the NCAA residency requirements, the operator may allow the athletes to participate with the team. However, if there is any question or concern, the operator SHOULD NOT allow the athlete to participate with the team in his/her event until ECAG has rendered a decision because if an athlete participates in an event in violation of the residency restrictions, future certification of the event may be affected.

##### **7-1-7-1-3. Initial Review of Justification by ECAG.**

Once the Justification is submitted by the coach, ECAG will review the information and documentation submitted. ECAG will not be alerted that a review is needed until the justification has been properly submitted. Similarly, ECAG will not render a decision until the circumstances are fully documented. An incomplete or unsupported justification will not be processed.

##### **7-1-7-1-4. Additional Information for Justifications.**

ECAG may also request additional pertinent information before a decision is rendered. For justifications, ECAG will request additional information from the coach via the Justification modal on the coach's bench in the BBCS. The applicant will have 10 calendar days to respond and submit the requested information/documentation. Failure to submit the information in that time frame will result in a denial of the justification.

##### **7-1-7-1-5. Final Decision on Justifications.**

BBCS justifications are reviewed on a case-by-case basis and decisions are based on the totality of the circumstances and information available at the time the Justification was considered. ECAG will review the complete submission and render a decision as to whether the athlete may utilize that address to participate with the team. Decisions will include consideration of the following:

1. Mitigating circumstances.
2. Case precedent and the respective decisions rendered.

3. Historical guidance provided by the NCAA membership via the MBOC and WBOC; and
4. Other factors ECAG deems relevant.

#### **7-1-7-1-6. Communication of ECAG Decision on Justification.**

Justification decisions will be posted in the BBCS via the Justification modal on the coach's bench/roster to communicate whether the athlete may utilize that address to participate with the team. These decisions are visible to the bench coach and all event operators running an event in which the team has a roster to ensure compliance with residency requirements for their teams and events.

#### **7-1-7-1-7. Justification Status Designations Defined.**

The stages of a Justification are communicated through the following statuses:

##### **7-1-7-1-7-1. REQUIRES Justification.**

The coach is required to submit a justification for the athlete but has not yet done completed this step.

##### **7-1-7-1-7-2. PENDING Justification.**

The coach has submitted a justification statement and documentation, but it has not yet been reviewed by ECAG.

##### **7-1-7-1-7-3. PENDING Justification – More Information Needed.**

ECAG determined that the applicant's justification is incomplete or there is not enough supporting documentation to prove the address provided can be utilized for participation with a team. Reasons why the justification was considered incomplete and solutions for resolving the inadequate justification documentation will be outlined by ECAG in the notification.

##### **7-1-7-1-7-4. APPROVED Justification.**

ECAG determines the coach's justification demonstrated evidence that the individual is compliant with the ECAG requirements. Approval is specific to the team and PSA connected to the justification AND only for the calendar year in which it is granted or until circumstances have changed, whichever occurs earlier.

##### **7-1-7-1-7-5. DENIED Justification.**

ECAG determines the information provided by the coach's justification is insufficient or is not compliant with ECAG requirements. The team will not be permitted to include the athlete on a roster for participation in an NCAA-certified event during the current year's evaluation period. If, however, the denial is based on a factual error, the coach may complete steps outlined in the Chapter on Adverse Actions for Reconsideration of a Denial.

#### **7-1-7-2. Athlete Address/Residency Exception Request Procedure.**

When an athlete's circumstances prevent him/her from meeting the NCAA residency requirements to participate with a team in compliance, the athlete's parent/coach may request an exception by submitting the ECAG Athlete Address Requirements Exception Request Form along with supporting documentation posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification). The form must be completed by typing information directly in the fields provided on the form. Handwritten forms will not be processed. Once completed, the request form AND supporting documentation that validates the circumstances should be submitted using the [ECAG Contact Form \(https://web3.ncaa.org/bbcs/contactForm\)](https://web3.ncaa.org/bbcs/contactForm). If multiple PSAs are involved, a separate form for each PSA must be submitted.

##### **7-1-7-2-1. Athlete Address/Residency Exception Request Deadlines.**

All residency exception requests must be submitted no later than 15 calendar days prior to the month in which the evaluation period occurs where the team/athlete

intends to participate. It is suggested that requests be made at least a month in advance because of the intricate details and documentation necessary to satisfy the standard for approval often require significant back and forth. Any request made after the required deadline is at risk of NOT being processed as other ECAG duties and staff travel will take priority. Late submissions must include an explanation of why the request was not filed prior to the deadline and it is ECAG's discretion whether a late request will be considered or if an extension should be granted. ECAG's decision to not process an exception request due to a late submission can be done without notification to the applicant.

#### **7-1-7-2-2. Initial Review by ECAG.**

Once the Athlete Address/Residency Exception Request Form (request form) is submitted, ECAG will review the information and documentation submitted. ECAG will not process/render a decision until the request form has been properly submitted and the circumstances are fully documented.

#### **7-1-7-2-3. Additional Information for Athlete Address/Residency Exceptions.**

ECAG may also request additional pertinent information before a decision is rendered. ECAG will request additional information from the individual who submitted the form via email, and they will have 10 calendar days to respond and submit the requested information/documentation. Failure to submit the information in that time frame will result in a denial of the athlete address/residency exception.

#### **7-1-7-2-4. Final Decision on Athlete Address/Residency Exceptions.**

Relief from the strict application of the requirement will be granted only in situations where no permissible team exists on which the athlete could participate in any NCAA-certified event due to circumstances beyond the control of the SA and/or his or her family. A residency exception is not granted to allow an athlete to play with a preferred team, to attend specific NCAA-certified events or because the athlete cannot secure a position on the compliant teams that exist. Exception requests are reviewed on a case-by-case basis and decisions are based on the totality of the circumstances and information available at the time the request was considered. ECAG will review the complete submission and render a decision as to whether the athlete may utilize that address to participate with the team. Decisions will include consideration of the following:

1. Mitigating circumstances.
2. Case precedent and the respective decisions rendered.
3. Historical guidance provided by the NCAA membership via the MBOC and WBOC; and
4. Other factors ECAG deems relevant.

#### **7-1-7-2-5. Communication of ECAG Decision.**

Athlete address/residency exceptions will be communicated to the individual who submitted the form via email. Additionally, ECAG could do one or more of the following things to provide visibility of the decision to event operators:

1. Add an address to the athlete's profile and upload the Decision form as the documentation required by the BBCS for that address type.
2. Post a decision to a Justification flagged by the BBCS and upload the Decision form with that decision.
3. Force a Justification in the BBCS and then upload the Decision form when the Justification decision is posted.

**7-1-7-2-6. Athlete Address/Residency Exception Status Designations Defined.**

After reviewing all information, ECAG will render one of the following decisions:

**7-1-7-2-7. Approved.**

ECAG determined that the request demonstrated that an exception is warranted. Approval is specific to the team and PSA connected identified in the exception request AND only for the season and calendar year in which it is granted or until circumstances have changed, whichever occurs earlier.

**7-1-7-2-8. Temporary Approval.**

In extreme circumstances, ECAG may grant a Temporary Approval to an event when a final decision has not been issued on the athlete's residency. The Temporary Approval assures the event operator that if the athlete participates with the team in his/her event and it is later determined that the athlete's participation with the team is a violation of the ECAG residency requirements, the event will not be penalized. A Temporary Approval does not, however, absolve the coaches of any possible penalties that would be appropriate if they allowed the athlete to participate with the team knowing that he/she did not meet the NCAA standard of residence.

**7-1-7-2-9. Conditionally Approved.**

ECAG determined that the request demonstrated evidence that an exception to NCAA residency requirements is warranted if specific conditions are met. Such conditions will be outlined by ECAG in the decision notification. Failure to meet the stated conditions will result in the decision converting to a denial and all coaches associated with the team and operators running events where the team participated may be penalized.

**7-1-7-2-10. Denied.**

ECAG determined the request does not demonstrate circumstances warranting an exception to ECAG's residency requirements. The team will not be permitted to include the athlete on a roster for participation in an NCAA-certified event during the current year's evaluation period. If circumstances change, the applicant can reapply the following year.

**7-1-7-2-11. Reconsideration/Appeal.**

See Reconsideration of a Denial and/or the Appeal of a Denial section in Chapter 6 – ECAG Adverse Actions.

**7-1-7-3. Violations and Possible Penalties.**

Participation of a PSA in violation of the NCAA athlete address/residency requirements is subject to Adverse Actions and/or Penalties outlined in Chapter 6 - ECAG Adverse Actions.

**7-2. Single Country Teams.**

All athletes on a team participating in NCAA-certified events must have residency in the same country as the team's/organization's address. This requirement is not dependent on citizenship, but rather where the athlete has established residency. Territories governed by a nonUS country are determined to be part of that country. A list of those territories is included below but may not be an all-inclusive list. If the BBCS does not automatically allow for a territory athlete to be added to a team from the parent country, the coach can contact ECAG for assistance in adding the athlete through the justification process.

Country	Territory/Dependency
Australia	Ashmore and Cartier Islands
	Christmas Island
	Cocos (Keeling) Islands
	Coral Sea Islands

	Heard and McDonald Islands
	Norfolk Island
China	Hong Kong
	Macau
Denmark	Faroe Islands
	Greenland
France	Bassas da India
	Clipperton Island
	Europa Island
	French Guiana
	French Polynesia
	French Southern and Antarctic Lands
	Glorioso Islands
	Guadeloupe
	Juan de Nova Island
	Martinique
	Mayotte
	New Caledonia
	Réunion
	Saint Pierre and Miquelon
	Tromelin Island
	Wallis and Futuna
Netherlands	Aruba
	Curaçao
	Sint Maarten
	Netherlands Antilles
New Zealand	Cook Islands
	Niue
	Tokelau
Norway	Bouvet Island
	Jan Mayen (Isl)
	Svalbard (Isl)
United Kingdom	Akrotiri (British Forces)
	Anguilla
	Bermuda
	British Indian Ocean Territory
	British Virgin Islands (BVI)
	Cayman Islands
	Dhekelia (British Forces)
	Falkland Islands (Islas Malvinas)
	Gibraltar
	Guernsey (Channel Island)
	Isle of Man
	Jersey (Channel Island)
	Montserrat
	Pitcairn Islands

Saint Helena  
South Georgia and the South Sandwich Islands  
Turks and Caicos Islands

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## **8 - RECRUITING/SCOUTING SERVICE APPROVAL**

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## 8 - RECRUITING/SCOUTING SERVICE APPROVAL

Information about NCAA recruiting/scouting service (RSS) approval process and the NCAA's Recruiting/Scouting Service Portal (RSSP) access is available on [www.ncaa.org/scouting/service](http://www.ncaa.org/scouting/service).

### 8-1. Requirements for Conventional and Video Only Services.

Information about NCAA RSS approval process and the RSSP access is available on <http://web2.ncaa.org/scouting/admin/login>.

#### **8-1-1. NCAA Approval Requirement.<sup>1</sup>**

Operators of football and basketball RSSs that require a subscription and desire for NCAA Division I institutions/coaches to subscribe (paid or unpaid) must apply with ECAG and be granted approval by the NCAA.

#### **8-1-2. Same Fee Rate.<sup>2</sup>**

The same information/subscription must be provided to all subscribers at the same fee rate(s). It is permissible to include multiple pricing options provided those fees are not based on the division in which the institution competes and are identified and approved as part of the application process. If a subscription fee appears higher or unusual relative to the amounts charged by operators of similar services, ECAG may flag the application for further inquiry and/or refer the matter to the NCAA enforcement basketball or football development groups.

#### **8-1-3. Price Publicly Disclosed.<sup>3</sup>**

The service must publicly identify all fee rates available. The fees identified in the application will be posted to the NCAA's list of approved services available to the NCAA membership (MyApps login required) on <http://web1.ncaa.org/scouting/school search>.

#### **8-1-4. Geographical Scope.<sup>4</sup>**

The service must publicly identify the geographical scope of the service (e.g., local, regional, national, international). The geographical scope identified on the application will be posted to the NCAA's list of approved services available to the NCAA membership (MyApps login required) on <http://web1.ncaa.org/scouting/school search> and the information distributed must reflect the identified coverage.

#### **8-1-5. Pre-Purchase Service Samples.<sup>5</sup>**

A preview or sample of what subscribers receive must be provided to customers prior to purchase. This sample must be an exemplar/mock-up of the complete product or report that would be provided to an institution with a full cross-section of the product(s) offered by the service. The sample included with the application submission will be posted to the NCAA's list of approved services available to the NCAA membership (MyApps login required) on <http://web1.ncaa.org/scouting/school search>.

#### **8-1-6. Identical Information Communicated.<sup>6</sup>**

The service must provide standardized information to all subscribers and ensure consistent distribution of information to all institutions. The service cannot provide information to subscribers beyond what is included in the scouting report or website.

#### **8-1-7. No Individualized Communications.<sup>7</sup>**

Since all information provided by a service must be identical for all like subscribers, one-to-one

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<sup>1</sup> **13.14.3.1 Basketball and Football.** In basketball and football, an institution may subscribe to a recruiting or scouting service involving PSAs, provided the institution does not purchase more than one annual subscription to a particular service and the service meets requirements identified in NCAA Bylaw 13.14.3.1.

<sup>2</sup> **13.14.3.1 (a)** - Is made available to all institutions desiring to subscribe and at the same fee rate for all subscribers;

<sup>3</sup> **13.14.3.1 (b)** - Publicly identifies all applicable rates;

<sup>4</sup> **13.14.3.1 (d)** - Publicly identifies the geographical scope of the service (e.g., local, regional, national) and reflects broad-based coverage of the geographical area in the information it disseminates;

<sup>5</sup> **13.14.3.1 (f)** - Provides access to samples or previews of the information it disseminates before purchase of a subscription;

<sup>6</sup> **13.14.3.1 (g)** - Provides information regarding each PSA in a standardized format that ensures consistent distribution to all subscribers;

<sup>7</sup> **13.14.3.1 (h)** - Does not provide information in any form (e.g., oral reports, electronic messages) about PSAs beyond the standardized, consistent information that is provided to all subscribers;

conversations or exchanges of information are prohibited. Personal discussions about PSAs, phone calls, oral reports, electronic messages or any means of private communication is not permissible.

#### **8-1-8. No Athlete Fees Based on Scholarships.**

RSSs cannot offer promises of athletics scholarships or other inducements to PSA clients and may not charge PSAs a fee that is in any way contingent on receipt of an athletics scholarship.

#### **8-1-9. Personal or Permissible Work Product.**

Evaluations, statistics, video or other information provided by the service about a PSA is expected to be the work product of that service or is used with permission by the product's author/creator. Use of someone else's work product or plagiarizing another individual/entity may result in adverse actions.

## **8-2. Requirements Specific to Conventional Services.**

### **8-2-1. Individual Analysis.**<sup>8</sup>

NCAA legislation requires that an approved RSS "provide individual analysis beyond demographic information or rankings for each PSA in the information it disseminates." In other words, any PSA included in any way as part of the service, must include an evaluation or some information beyond the identification of the athlete (i.e., name, address, telephone number, high school, nonscholastic team, position, jersey number, date of birth, graduation year, height, weight, etc.).

Individual analysis is athletic or academic evaluation specific to the athlete that enables an institution to make more informed recruiting decisions. This includes personal evaluations of performance, athletics assessments (i.e., comparisons of statistical data, reporting of abilities like 40-yard dash speed or standing high jump measurements, etc.), and academic assessments (i.e., grade-point average, standardized test scores, etc. Individual analysis must be more than demographics (e.g., height, weight, class and position), rankings (i.e., Division I level PSA, etc.) and general comments (i.e., excellent shooter, etc.). Individual analysis must accompany each PSA named in a conventional RSS.

### **8-2-2. Minimum Distribution Requirements.**<sup>9</sup>

Conventional services must distribute information (i.e., reports, evaluation, profiles, etc.) a minimum of four times per annual cycle. Online services must demonstrate that PSA information posted online is continually being updated. Both services are expected to enhance their data on a regular basis.

### **8-2-3. Inclusion of Video.**

Conventional RSSs may include scholastic and/or nonscholastic video but are still required to include individual analysis for each PSA included in the service.

## **8-3. Requirements Specific to Video-Only Services.**

### **8-3-1. Player Identification Restriction.**

Video-only services are intended to be a virtual vault of videos without any text at all. However, to assist NCAA coaches in identifying who they are watching, video-only scouting services are permitted to provide the PSA's name, jersey number, position, high school and graduation date. The inclusion of any additional fields renders the service as a conditional service and will have to meet those requirements. ECAG must be provided with login credentials and granted access to ensure video-only services are compliant with these provisions.

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<sup>8</sup> **13.14.3.1 (e)** - Provides individual analysis beyond demographic information or rankings for each PSA in the information it disseminates;

<sup>9</sup> **13.14.3.1 (c)** - Disseminates information (e.g., reports, profiles) about PSAs at least four times per calendar year;

8-4. RSS Procedures and Deadlines.

8-4-1. Registered NCAA-Approved RSSP Account.

All individuals who are involved in operating an NCAA-approved RSS must have an active account in the RSSP. A service will create or log in to an existing user account in order to apply.

8-4-1-1. Registration Agreements and Attestations.

An application to request approval of an RSS must be submitted annually in the RSSP and all RSS operators must agree to comply with all NCAA rules, policies and guidelines; and authorize the NCAA to share information related to the service’s operations unilaterally to any other party deemed appropriate by the NCAA.

8-4-2. Administrative Fees.

8-4-2-1. Application Fee.

ECAG is authorized to charge fees for registration, application submission, or other ECAG services to assist in eliminating the administrative burden on the NCAA, subsidize resources needed to improve the process and provide the necessary staff. All fees implemented into the process are permitted to be changed at the discretion of ECAG.

The application is required annually and requires a non-refundable \$50 application fee.

8-4-2-2. Certification Fees.

Once the application is processed to completion and determined to be eligible for approval, a separate approval fee is required. All fees implemented into the process are permitted to be changed at the discretion of ECAG.

The approval fee increases on a graduated scale dependent on the month the application is submitted (see table below). The certification fee must be submitted before the service is NCAA approved, appears on the list of approved services and is permissible for purchase by NCAA Division I coaches.

Applications submitted on or after	Application Fee	Approval Fee	Total Amount
01/01/2021	\$50	\$300	\$350
03/01/2021	\$50	\$600	\$650
04/01/2021	\$50	\$900	\$950
05/01/2021	\$50	\$1,200	\$1,250
06/01/2021	\$50	\$1,500	\$1,550
07/01/2021	\$50	\$1,800	\$1,850
08/01/2021	\$50	\$2,100	\$2,150
09/01/2021	\$50	\$2,400	\$2,450
10/01/2021	\$50	\$2,700	\$2,750
11/01/2021	\$50	\$3,000	\$3,050
12/01/2021	\$50	\$3,300	\$3,350

8-4-2-3. Changes to Application Fees.

Fees charged are designed to help defray the cost of administering the RSS approval program. ECAG reserves the discretion to change this fee and/or fees for other ECAG services considering inflation, the administrative burden on NCAA staff, the number of applications received, volume or types of information submitted that require processing/analysis and the adequacy of existing resources.

8-4-3. Applications.

The application is posted on [www.ncaa.org/scoutingservice](http://www.ncaa.org/scoutingservice) sometime in January. In order to

obtain approval, an approval fee is required that increases on a graduated scale dependent on the month the application is submitted. The NCAA approval period runs from the date it is granted through 11:59 Eastern time the following May 31<sup>st</sup>.

An email gets sent annually to alert the previous year's applicants (and any other service that requested notification) of the availability of the RSSP. This email is merely a courtesy and regardless of the email's receipt, the RSS is responsible to apply while the application is available. Operators may request approval by submitting an online application in the RSSP. An application to request approval must be submitted to ECAG annually between March 1 and 11:59 p.m. (Eastern time) May 31.

#### **8-4-3-1. Required Submission.**

The application contains questions on NCAA legislation and ECAG policies, procedures, guidelines and requirements including, but not limited to, service format, type, fees charged, geographical areas included, and staff. Additionally, an exemplar/mock-up of the complete product or report that would be provided to an institution with a full cross-section of the product[s] offered by the service must be provided. If the service operates on the web, an applicant is required to create login credentials for the NCAA. In addition, the applicant may be required to provide the following information:

##### **8-4-3-1-1. Other Submissions.**

Upon request from ECAG, the service operator may be required to submit additional responses or documents including, but not limited to, the following:

1. Disclosure of any financial interest, ownership or other participation by the service operator (or any individual(s) employed or associated with the service), relating to any nonscholastic basketball event or league, regardless of whether the event or league is certified by the NCAA.
2. All terms, conditions and fees charged for participating PSAs and any relevant documentation (e.g., forms, applications or agreements with PSAs and/or his or her parent/guardian).
3. Promotional materials, brochures or other materials used to market the service.
4. A list of all NCAA member institutions currently subscribing to the service.

#### **8-4-3-2. Application Processing Procedures and Deadlines.**

In its review and consideration, ECAG may request the RSS to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process an application to completion, ECAG will change the status of the application to Information Requested resulting in an online alert and auto-generated email to the operator. The applicant must log back into RSSP to acquire the details of ECAG's request. Notations on the online application will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. ECAG will change the status of the application to the appropriate decision. As a result, the RSS operator will be notified of ECAG's decision via email and online alert. If approved, the service will be included on the approval list posted online and available to the NCAA membership through the My Apps section of [www.ncaa.org](http://www.ncaa.org).

##### **8-4-3-2-1. NCAA Review of Applications.**

ECAG will review the submission to determine whether the submission is enough to process the application.

#### **8-4-3-2-1-1. If "Yes":**

##### **8-4-3-2-1-1-1. NCAA Issues a Decision.**

ECAG has final authority to approve or deny an application and its decisions are not subject to further review.

##### **8-4-3-2-1-1-2. Decision Communicated.**

When the NCAA posts the decision in the RSSP, the applicant receives an email notification. If approved, the service will be posted to the NCAA's list of approved services available to the NCAA membership on [http://web1.ncaa.org/scouting/school\\_search](http://web1.ncaa.org/scouting/school_search) (MyApps login required).

#### **8-4-3-2-1-2. If "No":**

##### **8-4-3-2-1-2-1. ECAG Requests Additional Information.**

In its review and consideration, ECAG may request the RSS to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person. If this additional information is required to process an application to completion, ECAG will request additional information via email. This communication will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG and the applicable deadline. Deadline for response is ten calendar days from the date of the email request.

##### **8-4-3-2-1-2-2. Submission of Requested Information.**

The applicant must respond to the requested information in RSSP no later than 10 days after the email request was sent. The specific date is visible in the RSSP. Failure to submit the requested information by the appropriate deadline may result in the denial of the application.

###### **8-4-3-2-1-2-2-1. Deadline to Submit.**

Operator must respond to the requested information in the RSSP no later than 10 days after the request for info email was sent. The specific date is visible in the RSSP.

###### **8-4-3-2-1-2-2-2. After Deadline – LATE PENALTIES.**

The failure to respond to a request for additional information by the designated deadline will likely result in the denial of the application, may impact future certification or other penalties per the ECAG adverse actions guidelines.

###### **8-4-3-2-1-2-2-3. Before Deadline - NCAA Review.**

ECAG will review the additional information submitted for compliance to determine the proper certification decision.

#### **8-4-3-2-2. NCAA Issues a Decision.**

ECAG has final authority to approve or deny an application and its decisions are not subject to further review.

#### **8-4-3-2-2-1. Decision Communicated.**

When the NCAA posts the decision in RSSP, the applicant receives an email notification. If approved, the service will be posted to the NCAA's list of approved services available to the NCAA membership (MyApps login required) on [http://web1.ncaa.org/scouting/school\\_search](http://web1.ncaa.org/scouting/school_search).



### **8-4-3-2-3. Potential Application Decisions Defined.**

#### **8-4-3-2-3-1. Approval Not Necessary.**

If the application has been reviewed by ECAG and either does not meet the definition of an RSS or does not require a subscription, approval of the service will be determined unnecessary.

#### **8-4-3-2-3-2. Approved.**

The information available indicates that at the time of review, the service appears to meet NCAA requirements for approval. Those services will be posted to the NCAA's list of approved services available to the NCAA membership (MyApps login required) on <https://scouting.ncaa.org/approved>. Once approved, institutions can subscribe immediately, and the approval will be valid until the day before the application opens the following year.

#### **8-4-3-2-3-2-1. Conditionally Approved.**

ECAG may, at its sole discretion, grant conditional approval to a RSS that has not previously provided any product or service to NCAA member institutions if the application demonstrates that the operator has developed a viable, fully NCAA compliant ready-to-market product or service, including a detailed description of the product or service the operator will offer, the participation and subscription fees to be charged, the proposed geographic area served and an estimate of the anticipated number of subscribers. The conditionally approved exception can only be granted to a service one time.

Conditionally approved applications appear on the membership list without distinction from fully approved services. However, the service must reapply for full approval the following year and is expected to be operational and compliant with all NCAA requirements. If the service fails to meet expectations and cannot satisfy the standard of approval requirements in year two, the service will be denied.

#### **8-4-3-2-3-2-2. Extended Evaluation.**

Extended evaluation applies when a violation has occurred, but a denial seems excessive. For scouting services, that may mean that a single employee made an administrative error or that in a database of 10,000 PSAs, 3 were found without the required analysis. ECAG may defer the normal penalty and require the service to complete some or a series of corrective actions. These actions aim at improving the behavior and restoring the individual/entity to former privileges through training. Failure to successfully meet all probationary terms results in the original penalty being reinstated and may instigate additional adverse actions.

#### **8-4-3-2-3-3. Warning/Reprimands.**

Failure to comply with NCAA legislation and ECAG policies, procedures, guidelines and requirements may result in a formal reprimand or written warning. ECAG is not required to provide a formal reprimand prior to initiating an investigation or review determining that the process participant engaged in some other egregious behavior.

#### **8-4-3-2-3-4. Same Service Review.**

If an application is submitted like a service that was previously denied for failing to submit all information required in the PERF, the two applications must be compared. If the two services are determined to be essentially the same with only minute or insignificant changes, the current application may

be denied. While the applications are in the comparison process, the status will be set to Same Service Review.

#### **8-4-3-2-3-5. Denied.**

The information available indicates that the service does not meet the standards for approval. The specific reason for the denial is posted in the RSSP.

#### **8-4-3-2-3-6. Closed.**

The application has been closed and is no longer under review. Often this status is an indication that the service is not consistent with the NCAA definition of an RSS or does not require subscriptions and therefore, approval is not necessary.

#### **8-4-3-2-3-7. Withdrawn.**

The application was processed and posted as approved, but ECAG has withdrawn the approval based on supplemental information received.

### **8-4-4. ECAG Decisions are Final.**

As indicated in the chapter on Authority and Governance, ECAG has final authority to approve or deny an RSS approval and those decisions are not subject to further review.

### **8-4-5. Post-Approval Reminders.**

#### **8-4-5-1. Post-Execution Review Form (PERF).**

All service operators granted NCAA approval must submit information validating the services activity during the year including, but not limited to, a list of subscribers; copies of invoices for institutions that subscribe; and reports published or data updated (minimum of 4 – no max). This submission can occur in real time or all at once at the end of the year but is required before the next year's application will be processed.

#### **8-4-5-2. Submission of Changes/Cancellations.**

Applications are approved based on the information included in the submission; any change (name of service, web address, fee rates, etc.) made by the service operator post-approval must be reported to ECAG in writing via the "Request Change or Cancellation" feature in the RSSP within 10 business days of the change being made. Failure to report changes by the deadline may render the scouting service ineligible for future approval.

#### **8-4-5-3. Compliant Event Operation.**

The expectation of NCAA approval is that the service must then be operated in compliance with the NCAA requirements

## **8-5. NCAA Institutional Responsibility.**

### **8-5-1. Verify Approval to Purchase.**

Institutions may subscribe to basketball and football RSSs provided that only one annual subscription is purchased, and the service has been approved by the NCAA pursuant to ECAG's annual approval process.

### **8-5-2. Shared Responsibility of Enforcement.**

An NCAA Division I institution that subscribes to an approved RSS has an expectation of shared responsibility to monitor that the service is compliant with NCAA legislation and ECAG policies, procedures, guidelines and requirements and notify ECAG of any insufficiencies, noncompliance, concerns or inadequacies. Institutions are expected to confirm that the RSS complies with the criteria set forth in NCAA Bylaw 13.14.3, notably the approved fee rate, receipt of required reports



and that product is like the provided sample posted on the NCAA approval list.

**8-5-2-1. Approved Fee Rate.**

Institutions are expected to confirm that the fee rate charged to the institution is the same as the fee rate posted on the NCAA list of approved services.

**8-5-2-2. Receipt of Required Reports.**

For conventional services, an institution is expected to confirm that it receives PSA information from the RSS (i.e., reports, evaluation, profiles, etc.) a minimum of four times per annual cycle. For online services, that means that the website is continually being updated. In both cases, the institution is expected to confirm that the service is being enhanced on a regular basis (i.e., expanding information provided previously, including additional athletes, etc.) and that work product provided is generated by that service.

**8-5-2-3. Like Sample.**

Institutions are expected to confirm that the product received by the institution is consistent with the "sample" accessible on the NCAA List of Approved Services available on <https://scouting.ncaa.org/approved> and only visible to the NCAA membership (MyApps login required).

**8-5-2-4. Additional Requirements for Video Only Services.**

If the services purchased is NCAA approved as a "video only" service, the institution should ensure that it is truly video only. To assist NCAA coaches in identifying who they are watching, video-only scouting services are permitted to provide the PSA's name, jersey number, position, high school and graduation date. Institution should monitor that the services is not providing information or analysis that would change the service to a conventional service.

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## **9 – AGENT CERTIFICATION**

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## 9 - AGENT CERTIFICATION,

Information about NCAA agent certification process and the Registered NCAA Certified Agent Portal (NCAP) access is available on [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification).

### 9-1. Requirements for NCAA-Certified Agents.

#### **9-1-1. Prerequisites for SAs before NCAA-Certified Agent Representation is Permissible.**

NCAA-certified agents may enter into an agency agreement with a SA if:

1. His team has completed all regular and post-season play.
2. He has requested an evaluation from the NBA Undergraduate Advisory Committee (UAC).

##### **9-1-1-1. SA Violations for Failure to Meet Prerequisites.**

It is a violation of NCAA agent legislation for any enrolled SA to:

1. Enter into an oral or written agreement with an agent who is not NCAA-certified.
2. Enter into a written agreement with an NCAA-certified agent prior to the completion of his team's playing season, without first requesting an evaluation from the NBA UAC. The penalty for such a violation may include the loss of the SA's athletic eligibility.

##### **9-1-1-2. Reciprocal Violations for Agents Signing SAs who Don't Meet Prerequisites.**

The agent is responsible for ensuring the SA has met the foregoing requirements and failure to do so will result in adverse action, up to and including decertification.

#### **9-1-2. Agent Agreements Must be in Writing.**

An agreement between an enrolled SA and an NCAA-certified agent shall be in writing and disclosed to and maintained by athletics compliance at his institution. If the SA does not withdraw from the NBA draft process at the NCAA withdrawal deadline, he no longer has college eligibility. Further, any agent agreement with the SA must be terminated before full-time enrollment in the ensuing regular academic term. If the agreement does not expressly terminate by operation of law, the agent must provide written notification to the SA and his institution that the agreement has terminated.

#### **9-1-3. Expenses Provided by an Agent.**

After signing a written agreement with an NCAA-certified agent, the agent may provide the SA (and his family members) with transportation, lodging and meals associated with limited benefits as outlined in NCAA agent legislation or any related bylaw interpretation.

##### **9-1-3-1. SA Must Pay for Professional Services.**

After signing a written agency agreement, professional services (e.g., nutritionist, trainer) available through the NCAA-certified agent may be made available to the SA only if the SA pays the going rate for the fair value of such services.

##### **9-1-3-2. Impermissible Benefits and Inducements.**

No NCAA-certified agent shall provide, cause to be provided or promise to provide, any money or any other thing of value to any SA, or any person related to or associated with him, the purpose of which is to induce or encourage such the SA to use or continue to use any person's or firm's services.

#### **9-1-4. Contact with NCAA Coaches and Athletics Personnel Prohibited.**

NCAA-certified agents are prohibited from contact with NCAA coaches and athletic personnel relating in any way to a PSA and/or the PSA's recruitment.

### 9-2. NCAA Certification Requirements.

Effective July 31, 2019, agents seeking to represent SAs who wish to "test the waters" of

professional basketball while maintaining their NCAA eligibility must meet the following requirements to become NCAA-certified agents:

### **9-2-1. NBPA Certified Agent Experience.**

Before applying to be an NCAA-certified agent, the agent must be NBPA certified for at least three consecutive years and currently be in good standing with the NBPA to be eligible.

NCAA certification will be granted only to individuals and not any firm, corporation, partnership or other business entity. There is no limit on the number of individuals in any one firm, corporation, partnership or other business entity who are eligible for certification.

#### **9-2-1-1. Exception to the NBPA Number of Years Requirement.**

In limited situations, ECAG may apply the following exceptions to agents who might not meet the NCAA's NBPA Certified Agent Experience Requirement.

##### **9-2-1-1-1. Continued Representation Limited Exception.** **[DISCONTINUED 2022.]**

In Spring 2019 while the NCAA was developing its agent certification program, Division I MBB SAs were permitted to sign a written agreement with a NBPA certified agent and maintain their college eligibility if they followed the process listed in NCAA Bylaw 12.3.1.2.2. In limited situations, these agents might not meet the NCAA's NBPA Certified Agent Experience Requirement.

In June 2019, the Division I Strategic Vision and Planning Committee (SVPC) approved an update to the P&Ps to allow ECAG to grant a limited exception permitting an NBPA-certified agent to continue representation of a SA if the agent 1) had a written agreement in Spring 2019 with a Division I MBB SA who returned to school; and 2) had not been an NBPA-certified agent for at least three consecutive years. This limited exception would only allow an NBPA-certified agent to represent that same SA and only if the NBPA-certified agent meets all other requirements (background check, in-person exam, etc.) to become an NCAA-certified agent.

These agents would be identified in the Limited Exception Directory posted on [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification) separate from the Directory of NCAA Certified Agents and would extend only until that Division I MBB SA exhausts his college eligibility or until the NBPA-certified agent fulfilled the required three years and is eligible to be fully NCAA certified. [If an agent was NBPA certified during the first year of the NCAA process (2019), he/she would meet the NCAA agent-certification experience requirements for the spring of 2022. Therefore, the limited exception is no longer applicable.]

##### **9-2-1-1-2. Significant Experience Exception.**

The NCAA may, in its discretion, determine that an applicant meets the experience requirement if the applicant can demonstrate that they: (1) are currently certified by the NBPA and in good standing, (2) have been an NBPA certified agent for at least two total years, and (3) have unique or significant experience that would be helpful to a SA navigating the test the water process

### **9-2-2. Educational Background Requirements.**

Before applying to be an NCAA-certified agent, the agent must have obtained at least a bachelor's degree from an accredited four-year college or university OR if the NBPA has waived its degree requirement and granted NBPA certification to an agent, the NCAA will honor that decision as an exception to its own education requirements provided that the agent remains in good standing with and certified by the NBPA.

An accredited college or university shall include any college or university as recognized by the U.S. Department of Education and the Council for Higher Education Accreditation (CHEA), or the Office of Degree Authorization (ODA), or a degree from an equivalently credentialed international college or university.

As a higher education organization, the NCAA values a college education and acknowledges the importance of an agent who is advising a SA regarding pursuing professional opportunities or returning to college to personally understand the significance of a bachelor's degree. As a result, the NCAA agent certification requirements emphasize the importance of earning a bachelor's degree.

### **9-2-3. Background Check Requirements.**

As part of the application in NCAP, the agent must successfully complete a thorough background check with the NCAA-selected vendor.

A criminal history that is consistent with ECAG defined background check criteria is a condition of NCAA agent certification. Grounds for denial of a background check approval include, but are not limited to, any of the following:

#### **9-2-3-1. NCAA Selected Background Check Vendor.**

ECAG has the authority to select an appropriate NCAA-selected background check vendor.

ECAG may make changes to the background check requirements when it deems necessary or when other departments in the national office that conduct background checks make changes and ECAG or OLA believes consistency is warranted.

First time applicants should anticipate their background check to take 10-25 business days to process due to the review of the applicant's full history and validation of education. Background screenings for returning applicants can take up to 7-10 business days to process. If the background screen is submitted on the weekend or during the holidays, the processing time will be delayed.

#### **9-2-3-2. Disqualifying Criteria.**

ECAG considers many elements to determine an agent's eligibility to be NCAA-certified. In order to receive and maintain NCAA agent certification, agents must successfully complete a thorough background check.

Grounds for denial of a background check approval include, but are not limited to any of the following, whether discovered through a background search or through other sources.

##### **9-2-3-2-1. Automatic Disqualifiers.**

An individual will be automatically ineligible for NCAA-agent certification if a background check search reveals that the agent:

1. Has been convicted of any felony within the last seven (7) years; or
2. Sex offenses, regardless of the charge level. This includes both those required to be listed on the sex offender registry and those with criminal activity that is sexual in nature (ex. prostitution, etc.)
3. Criminal acts involving children/minors, regardless of the charge level.

If an automatic disqualifier(s) exists, unless an error is found in the criminal background verification that negates the finding or the charge(s)/conviction(s) is expunged from the record, the agent WILL NOT be eligible to become NCAA certified. There is no process for appeal of denial for automatic disqualifiers.

##### **9-2-3-2-2. Potential Disqualifiers.**

An individual may be ineligible for NCAA-agent certification if a background check search reveals that such individual has been convicted of or a pending charge for:

1. A non-felony within the last seven (7) years.
2. Any felony, regardless of the date.

3. A misdemeanor, regardless of the date, which includes:
  - A. Physical contact with another person or another person's property (e.g., assault, battery, theft).
  - B. Elements of deception (e.g., identity theft, fraud, forgery, uttering, embezzlement); and/or
  - C. Involving gambling or sports wagering.
4. More than one alcohol and/or drug offenses.
5. More than one felony and/or misdemeanor offenses.
6. A conviction for a crime that involves violence, regardless of the charge level.
7. At the discretion of the NCAA any other criminal record may be reviewed by an internal review team.
8. Listed as defendant in cases, excluding divorce, in state civil judgements; or
9. Listed as defendant in cases, in federal civil judgements.

If a potential disqualifier(s) exists, the applicant may be asked to provide context to the circumstances surrounding each charge and provide documentation to demonstrate any rehabilitation or restitution that may have occurred since the time of the arrest. The applicants may also be asked to provide proof of the status of the civil matter and any established settlement payments; current balance remaining on any established payment plan or proof the matter has been discharged or satisfied. This information will be utilized in the review and adjudication of the agent's background. There is no process for appeal of denial once the decision has been rendered.

#### **9-2-3-3. Continuous Monitoring.**

ECAG receives monthly background screen updates from Sterling to ensure all NCAA-certified agents maintain good standing throughout the duration of the certification season. If an NCAA-certified agent is found to be ineligible at any point during the season whether discovered through a background search or through other sources, his or her NCAA certification will automatically become invalid.

#### **9-2-3-4. Undiscovered Violations**

If an agent is granted NCAA certification based on the conducted background check and information is later discovered that would have warranted a denial had the information appeared on the background check, the individual is subject to penalties outlined in the Adverse Actions guideline.

#### **9-2-3-5. Offenses Committed Subsequent to Receipt of Certification.**

If NCAA agent certification is granted or is pending, and the applicant is subsequently indicted or charged for any crime not known at the time the previous application was submitted, the applicant must immediately notify ECAG. The prior approval or pending application will automatically be suspended, pending resolution of the indictment or charge. Provided that the applicant has notified ECAG of the pending adjudication(s), a conviction, adjudication or term of probation imposed under any new indictment or charge, the amended application shall then be reviewed consistent with the criteria set forth.

#### **9-2-3-6. Opportunity to Re-Apply.**

If an individual has been denied previously for the reason of an open felony case, the applicant is eligible to re-apply if the felony case is closed as the result of dismissal, acquittal, nolle pros, or if the charge level was assigned to a misdemeanor or lower. (There are other exceptions, but all must be reviewed by Sterling and the NCAA).

#### **9-2-3-7. Disputes.**

If there is a criminal dispute cleared or the applicant believes that they were falsely denied an approval based on false information or a case of mistaken identity, the applicant should contact Sterling at [TheAdvocates@sterlingvolunteers.com](mailto:TheAdvocates@sterlingvolunteers.com) or 855-326-1860 Option 3. Until Sterling has resolved the dispute, the applicant's background check remains in violation of the approval criteria and the applicant remains ineligible for NCAA agent certification.

#### **9-2-3-8. Appeals.**

There is no appeal if an applicant's background check is not consistent with the NCAA standard for approval. However, if you believe that the information returned on your background check is inaccurate and charges that appear were for another individual with the same name, you can contact Sterling at [TheAdvocates@sterlingvolunteers.com](mailto:TheAdvocates@sterlingvolunteers.com) or 855-326-1860 Option 3 and dispute the charges.

#### **9-2-4. Compliance with NCAA Legislation.**

The applicant must acknowledge and agree in writing that, as an NCAA-certified agent, he or she will:

1. Comply with and agree to be bound by all NCAA legislation and ECAG policies, procedures, guidelines and requirements and acknowledge that failure to do so shall constitute grounds for denial, revocation, limitation or suspension of certification or other disciplinary action.
2. Report to the NCAA by the deadline designated in ECAG procedures any material changes in employment status, contact information, player representation or disciplinary actions.
3. Properly monitor and supervise all employees or other associates who provide any benefits or services in connection with SA representation.
4. Fully cooperate with the NCAA in connection with investigations of possible NCAA violations, even if the violations are unrelated to agent certification requirements, acknowledge that he or she has read the NCAA legislation and ECAG policies, procedures, guidelines and requirements for obtaining and maintaining certification, and agree to be subject to applicable penalties for lack of cooperation or the provision of false and misleading information to the NCAA.
5. Promptly self-report potential NCAA rules violations as well as possible violations by member institutions, institutional personal and other individuals.
6. Take corrective action when notified.
7. Permit a professional auditor or certified public accountant designated by the NCAA to conduct an independent review or audit of all relevant books and records relating to any services provided to a SA.

#### **9-2-5. Insurance Requirements.**

Applicants must maintain professional liability insurance in an amount and under terms consistent with those in the industry. [Insurance standards may change if the NCAA as an association adjusts requirement standards in other areas.]

Applicants must maintain professional liability insurance that covers agent activities. ECAG has the authority to change the insurance standards if the NCAA as an association adjusts requirement standards in other areas. Further, ECAG is authorized to determine operationally what steps, requirements and procedures are necessary for determining that insurance documentation submitted meets the NCAA requirements, including contacting the insurance company directly when needed. The specific details about policy limits and additional requirements are outlined in ECAG procedures.

##### **9-2-5-1. Amount and Scope of Professional Liability Insurance.**

No specific minimum or maximum is required, but coverage should be acquired before



applying and must be effective during all the entire time the agent will be representing a SA.

#### **9-2-5-2. Validation.**

If the insurance documentation is a simple Word/txt document OR is some other format that can be easily edited, it is impossible to determine whether the coverage outlined on the document is what was provided by the insurance company or has been changed. Agents will be required to submit the original documentation provided by the insurance company and may be required to provide additional information validating authenticity.

#### **9-2-5-2-1. Insurance Applications, Quotes, Invoices and Waivers.**

An application, quote, invoice or description of coverage available is not enough. The agent will need to submit a certificate of insurance showing evidence that coverage has been purchased and in effect for the current dates of representation.

#### **9-2-5-2-2. Falsified Insurance.**

If insurance documentation is submitted that is not effective, has been altered in any way or does not comply with the NCAA requirements, the insurance information submitted will be considered fraudulent by the NCAA and the agent will be subject to outlined Adverse Actions.

#### **9-2-5-3. Expired Insurance.**

If the insurance submitted with the application has expired when the application is processed, ECAG will request additional information requiring that the policy be updated. The agent will have 10 days from the date of that request to acquire and submit the new policy. Failure to submit updated insurance effective during the dates of representation by the appropriate deadline will result in a denial of the application.

#### **9-2-5-4. Policy Renewal Cycles.**

If the insurance policy is on an annual renewal cycle, there may be times when an agent cannot renew the policy prior to applying, but the policy will expire before the dates of representation. If an agent has been previously NCAA-certified, ECAG will process the application with the current policy documentation, but the agent will need to renew the policy and submit the new documentation within five days of the expiration date as identified on the current policy. The new policy must include language that specifically identifies the agent/agency AND identify the necessary dates of representation. Failure to update insurance by the designated deadline will result in withdrawal of certification.

#### **9-2-5-5. Carrier Ratings.**

Insurance coverage must be issued by admitted insurance carriers with an A.M. Best rating of A-VII or better.

### **9-3. Expectations of Shared Responsibility on NCAA Institutions.**

An NCAA Division I institution that has currently enrolled MBB SAs who have signed an agreement with any NCAA-certified agent has an expectation of shared responsibility to monitor that relationship and activity for compliance with the NCAA legislation and ECAG policies, procedures, guidelines and requirements and should notify ECAG of any concerns, issues or potential violations. Institutions are expected to educate these athletes that signing an agreement with agent who is not NCAA-certified would forfeit his eligibility to return to school if he is not drafted professionally.

## 9-4. Agent Application Procedures and Deadlines.

### **9-4-1. Registered NCAP Account.**

All NBPA-certified agents desiring to be NCAA certified must have an active account in the NCAP. An agent will create or log in to an existing user account in order to apply. Only ONE user account is needed. Once an account is created, that same account should be utilized each year. Contact information can be updated at any time; so, agents should NOT create a new account if edits need to be made to the address, phone number or email.

#### **9-4-1-1. Registration Agreements and Attestations.**

All agents must agree to comply with all NCAA rules, policies and guidelines; and authorize the NCAA to share information related to the agent's work, actions, operations, etc. unilaterally to any other party deemed appropriate by the NCAA.

### **9-4-2. Application.**

All agents must complete the annual online application in NCAP. Application materials are available online. Please refer to the NCAA-certified agent website, [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification) for specific dates, more information about the application process and appropriate deadlines. Applications submitted outside the application period may not be accepted. All deadlines expire at 11:59 p.m. (Eastern Time) on the identified date. Failure to meet deadlines may result in denial of current or future certification/approval. The agent will be notified electronically once the application has been completed and submitted to ECAG for review.

An email is sent annually when the application goes live to all agents who applied the previous year and any agent that has requested to be notified when the application is available. This email is merely a courtesy and regardless of the email's receipt, the applicant is responsible to apply prior to the specified deadline. Failure to apply while the application is available online will require the agent to wait until the application is available again the following year. All deadlines are strictly enforced, and late submissions will not be accepted.

#### **9-4-2-1. Administrative Fees.**

ECAG is authorized to charge fees for registration, application submission, or other ECAG services to assist in eliminating the administrative burden on the NCAA, subsidize resources needed to improve the process and provide the necessary staff. All fees implemented into the process are identified in ECAG procedures and are permitted to be changed at the discretion of ECAG. The application is required annually, and the fee is non-refundable.

##### **9-4-2-1-1. Application Fees.**

Applicants are required to pay a non-refundable application fee of \$250 at the end of the application process. The fee is payable to Sterling third-party vendor contracted by the NCAA to perform the applicant's background check and educational history validation.

##### **9-4-2-1-2. Certification Fees.**

Once the application is processed to completion and determined to be eligible for approval, a separate approval fee is required and must be submitted before the service is NCAA approved, appears on the list of approved services and is permissible for purchase by NCAA Division I coaches. All fees implemented are permitted to be changed at the discretion of ECAG.

##### **9-4-2-1-3. Changes to Application Fees.**

The application fee includes the cost of the applicant's background check and is designed to help defray the cost of administering the agent certification program. ECAG reserves the discretion to change this fee and/or fees for other ECAG services considering inflation for the cost of conducting the background check, the administrative burden on NCAA staff, the number of applications received, volume or types of information submitted that require processing/analysis and the adequacy of existing resources.

#### **9-4-2-2. Required Submissions.**

Applicants must provide information to demonstrate compliance with NCAA legislation and ECAG policies, procedures, guidelines and requirements. ECAG has the authority to make any operational changes needed to the application processing procedures.

The application contains questions on NCAA legislation and ECAG policies, procedures, guidelines and requirements including, but not limited to, personal contact information, educational background, employment history, information pertaining to agent services and completion of a background check. Applicants are required to submit the following information:

##### **9-4-2-2-1. Personal Information.**

All applicants must provide the following personal information.

1. Full name (and any surname, maiden name, alias, etc.).
2. Date of birth.
3. Home address.
4. Business address.
5. Contact Phone Numbers.
  - A. Personal (home/cell) phone number.
  - B. Business phone number.
  - C. Agent will choose which is made public in the online directory.
6. Email address; and
7. Address of websites associated with his/her agency.

##### **9-4-2-2-2. Educational Background.**

Applicants are required to identify all high schools and colleges attended, the year they started there, and year they ended there, and degrees acquired.

##### **9-4-2-2-3. Employment Information.**

Employment information, including all business affiliations, each business or occupation in which the applicant engaged for 10 years preceding the date of the application, including self-employment and employment by others, and any professional or occupational license, registration, or certification held by the applicant during that time.

##### **9-4-2-2-4. Information Pertaining to Agent Services.**

1. Admittance, applications, and disciplinary actions related to the Bar.
2. Party to litigation or other legal proceedings.
3. Business and other affiliations.
4. Professional licenses (other than law).
5. Management personnel (relationships and representation of coaches, general managers, or other management officials of any professional team).
6. Professional sports experience and clients represented.

7. State certifications.
8. Services provided.
9. Agent fee information; and
10. Possible conflicts of interest.

#### **9-4-2-2-5. Completion of Background Check.**

At the end of the NCAA application process, the application will be redirected to the Sterling website where he/she will enter additional pertinent information required to complete the background check. The agent will be notified electronically by Sterling when the background check has been completed.

#### **9-4-2-3. Application Processing Procedures and Deadlines.**

ECAG has the authority to make any operational changes needed to the application processing procedures if the procedure includes verification of education and NBPA standing, a background check and an educational component.

In its review and consideration, ECAG may request the agent to provide additional information, documents or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference via telephone or in person.

If this additional information is required to process an application to completion, ECAG will request additional information via email. This communication will identify all insufficiencies, clarifications or omitted documents that the application must submit to ECAG, and the applicable deadline as identified in ECAG procedures.

Once the deadline has passed, ECAG will review the additional information for compliance to determine if approval is warranted. The agent will be notified via email. Approvals are posted online to the NCAA Agent Directory.

ECAG has the authority to make any operational changes needed to the application processing procedures if the procedure includes verification of education and NBPA standing, a background check and an educational component.

#### **9-4-2-3-1. Initial NCAA Review.**

If the applicant successfully passes the background check and has met all other application requirements, ECAG will notify the applicant via email that he or she is permitted to sit for the in-person NCAA agent certification exam and provide dates, times, and location of when that exam will be administered.

##### **9-4-2-3-1-1. Request for Additional Information.**

If additional information is required to process an application to completion, staff will identify the information needed in the agent portal and applicants will be alerted via an email. In its review and consideration of any application, ECAG may request the applicant to provide additional information, documents, or materials, or may conduct whatever additional investigation it deems appropriate, including requiring a conference with the applicant by telephone or in person.

##### **9-4-2-3-1-2. Submission of Requested Information.**

The applicant must provide the requested information in NCAP no later than 10 days after the date of the NCAA request email. Failure to submit the requested information by the appropriate deadline will result in a denial of the application.

#### **9-4-2-3-2. Educational Component.**

After the completion of a successful background check, the agent must fulfill the required educational component(s).

##### **9-4-2-3-2-1. First-Year Applicant Exam.**

Agents who have not previously been NCAA certified must take the First-Year Applicant Exam.

**PREPARATION:** Study materials are posted on [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification) and the NCAA will host a review session for agents prior to administering the exam.

**WHERE:** The exam is to be completed in person at the NCAA's Indianapolis headquarters unless ECAG waives the "in-person" requirement due to extenuating circumstances. [Note: In 2020, the exam was administered online due to the Covid 19.]

**WHEN:** Dates and times of the exam are determined by ECAG and posted online annually to [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification).

**FORMAT:** The exam will be open book and consist of 50 multiple choice or true/false questions focusing on: NCAA initial and continuing eligibility requirements, NCAA recruiting and related rules, NCAA agent rules and certification requirements, amateurism, extra benefits and financial competency. Electronic devices are not permitted during the exam.

**REQUIRED SCORE:** Applicants must achieve a score of at least 80% (40 correct responses) to pass the exam.

##### **9-4-2-3-2-2. Continuing Education.**

Agents who have been previously NCAA certified are required to complete a continuing education component as part of the application process. The format of this component is determined by ECAG and could include, but is not limited to, an online educational course(s) or exam, an in-person exam, attendance to a conference/meeting, etc. Information about the required continuing education including dates and times will be posted online annually to [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification).

##### **9-4-2-3-2-3. Exam Score Results and Eligibility for Certification.**

Exams are graded, and results will be factored into the NCAA final review and determination of eligibility to be NCAA-certified.

#### **9-4-2-3-3. NCAA Review of Educational Component and Notification of Eligibility.**

ECAG renders an application decision. Notification of that decision is communicated to applicants via email.

##### **9-4-2-3-3-1. If Approved.**

The applicant is eligible for certification but is not considered to be NCAA-certified until they have paid the annual certification fee online. When the applicant logs in to NCAP to make this payment, the agent must confirm his/her preferred contact information to be posted publicly and is required to upload a professional photo to be included on the NCAA's directory of certified agents. Certification fees and photo upload must be done no later than 30 calendar days following the email notification of eligibility to be certified.

##### **9-4-2-3-3-2. If Denied.**

The application is not eligible for certification. A brief explanation of the reason(s) for denial will be included in the notification posted in NCAP email.

ECAG may deny an application if the applicant fails to meet any of the foregoing requirements for NCAA agent certification.

#### **9-4-2-4. Potential Decisions.**

The NCAA may render any of the following decisions for an application:

##### **9-4-2-4-1. Approved – Limited Exception. [DISCONTINUED 2022.]**

Agent achieved an acceptable score on the in-person exam and met all NCAA certification requirements except for being NBPA certified for three years. Since the agent was permitted to and had a written agreement in spring 2019 with a Division I MBB SA(s) who returned to school, he/she is eligible for a limited exception. Therefore, the agent can be NCAA Certified with Conditions. Applications in this status are waiting on the agent to log into the NCAA CAP online; review their contact information and make any corrections needed to ensure accuracy in the online agent directory; upload a photo; and pay the agent certification fee. Once those steps are completed and staff have approved the agent's photo, their information will be posted to [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification) in the Limited Exception Directory. The applicant is not considered to be NCAA-Certified with Conditions until he/she has paid the certification fee and is listed in the online directory. [If an agent was NBPA certified during the first year of the NCAA process (2019), he/she would meet the NCAA agent-certification experience requirements for the spring of 2022. Therefore, the limited exception is no longer applicable.]

##### **9-4-2-4-2. Denied Failed Exam.**

Agent failed the exam and/or did not meet all foregoing requirements. As a result, the agent is not eligible for NCAA-certification in the current calendar year. Depending on the circumstances, it may be possible for the agent to re-apply the following year.

##### **9-4-2-4-3. Denied.**

Agent failed to meet all foregoing requirements for some reason other than the background check or exam. As a result, the agent is not eligible for NCAA-certification in the current calendar year. Depending on the circumstances, it may be possible for the agent to re-apply the following year.

##### **9-4-2-4-4. Paid Certification Fee.**

Agent has reviewed their contact information, uploaded their photo, and paid the agent certification fee but NCAA staff need to approve the photo provided (or request a different one) and mark the application as either Certified or Certified – Limited Exception.

##### **9-4-2-4-4-1. Late Application Fees.**

Under unique circumstances, ECAG may allow late applications up to 30 calendar days after the closing date of the application, but the application fee will double. The additional \$250 will be collected when the certification fee is paid at the end of the process.

##### **9-4-2-4-5. Certified.**

Agent has met all NCAA requirements, paid the certification fee, and is listed in the Directory of NCAA Certified Agents posted to [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification).

##### **9-4-2-4-6. Certified - Limited Exception. [DISCONTINUED 2022.]**

Agent has met all NCAA requirements to obtain the limited exception for NCAA certification, paid the certification fee, and is listed in the Limited Exception Directory posted to [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification). Certification due to the limited exception allows the agent to continue representation of the SA(s) signed in spring 2019 but is not certified to acquire additional SAs who may return to school until the agent has obtained full NCAA certification without conditions. The agent may continue to re-apply for certification with limited exceptions each year until the identified SA(s) exhausts his college eligibility or the agent has been an



NBPA-certified agent the required three years and is eligible to be fully NCAA certified. [If an agent was NBPA certified during the first year of the NCAA process (2019), he/she would meet the NCAA agent-certification experience requirements for the spring of 2022. Therefore, the limited exception is no longer applicable.]

#### **9-4-2-4-7. Withdrawn.**

The application was processed and posted as Exam Results Approved Certified or as Certified – Limited Exception, but ECAG has withdrawn the approval/certification based on supplemental information received.

#### **9-4-3. ECAG Decision Final.**

As indicated in the chapter on Authority and Governance, ECAG has final authority to approve or deny an application and those decisions are not subject to further review.

ECAG has authority to deny an application whenever it has reasonable cause to believe that the applicant has engaged in or is engaging in impermissible conduct of any kind or otherwise prohibited by ECAG requirements or applicable NCAA legislation and ECAG policies, procedures, guidelines and requirements.

#### **9-4-4. Reconsideration/Appeal.**

See Reconsideration of a Denial and/or the Appeal of a Denial section in Chapter 6 – ECAG Adverse Actions.

#### **9-4-5. Post-Application Approval Reminders.**

##### **9-4-5-1. Submission of Changes/Cancellations.**

Applications are approved based on the information included in the submission; any change that occurs for an agent or deviation from information reported in the application must be reported to ECAG in writing (email is enough) within 10 business days of the instance that makes the information on the application no longer accurate. Failure to report such changes by the deadline may impact the agent's future eligibility for certification.

##### **9-4-5-2. SPAC Agreements.**

All agents who enter a SPAC agreement with an NCAA SA must submit a copy of that agreement to ECAG via mail, email or fax and must be successfully transmitted or postmarked prior to the date of the draft. Failure to submit a signed SPAC agreement will delay the agent's application process the following year.

##### **9-4-5-3. NCAA Compliance.**

The expectation of NCAA certification is that the agent must conduct their business in compliance with the NCAA requirements.

### **9-5. Maintaining Certification.**

#### **9-5-1. Renewal of NCAA Agent Certification.**

In order to remain an NCAA-certified agent, the agent must renew his or her certification online annually. To maintain NCAA certification, the agent must comply with each of the following requirements:

##### **9-5-1-1. Update and Submit the Online Application.**

The agent will be required to submit the online application annually. For recertifications, however, much of the information will already be completed and the agent will only need to update information that would have changed over the previous year or confirm accuracy of previously submitted information.

##### **9-5-1-2. Annual Renewal Fee.**

The applicable fees must be paid again when the agent renews his/her application and payments must be made prior to the deadline(s). each year Failure to timely submit the



annual application and pay the annual renewal fee will cause the agent's certification to automatically expire. If that occurs, to re-obtain NCAA certification, the agent must restart the process requiring the in-person examination and submittal of the higher fees.

**9-5-1-3. Annual Continuing Education Requirement.**

NCAA-certified agents must fulfill the annual continuing education requirements determined necessary by ECAG. Each agent will be notified via email and information regarding this requirement will be posted on the agent certification website accessible on [www.ncaa.org/agent-certification](http://www.ncaa.org/agent-certification). Specific details have not yet been determined.

**9-5-2. Certification under Review.**

In its sole discretion, ECAG may deny renewal if the agent's NCAA certification is under current review by ECAG or the NCAA relating to possible disqualifying or impermissible conduct by the agent or related violations of NCAA legislation and ECAG policies, procedures, guidelines and requirements involving the agent and/or individuals/firms associated with the agent. Alternatively, ECAG may stay further review of the renewal application pending a final determination of whether the agent engaged in prohibited conduct.

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## **SUPPLEMENTS**

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20211011

## GLOSSARY OF DEFINITIONS

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**Academic and Membership Affairs (AMA) Staff:** The AMA staff supports the NCAA membership and general public in six basic areas: (1) legislation; (2) interpretation of NCAA bylaws; (3) education; (4) self-study; (5) academics; and (6) committee and governance liaison support for all three divisions and provides compliance assistance for member institutions.

**Activity Type:** Identification of whether the occurrence seeking basketball certification is an event or a league or is for predetermined teams or individual athletes.

**Actual and Necessary Expenses:** The fair market value of those expenses essential for participation on a team or a tryout for that team. [NCAA Bylaw 12.02.2] Such expenses should be limited to the item(s)' cost in the locale where the athlete competes. Actual and necessary expenses include:

1. Meals and lodging tied directly to competition and practice held in preparation for such competition.
2. Apparel, equipment and supplies.
3. Coaching and instruction.
4. Health/medical insurance.
5. Transportation (i.e., expenses to and from practice and competition, cost of transportation from home to the training/practice site at the beginning and end of the season).
6. Medical treatment and physical therapy.
7. Facility usage.
8. Entry fees; and
9. Other expenses necessary to participate on the team.

**Adjoining State:** A state sharing a continuous boarder with another state.

**Adjoining State Rule:** The residency requirement applied to nonscholastic teams participating in NCAA-certified events. Teams participating in NCAA-certified events are restricted to including athletes who reside within the same state as the team's official address or within a geographically adjoining state to the team's official address. MEN'S TEAMS are limited to three adjoining state athletes. WOMEN'S TEAMS are not limited in number, but the athletes must be from an adjoining state.

**Advisor:** A lawyer or other individual who can discuss the components of a proposed professional sports contract with a SA provided that the individual does not:

1. Represent the SA directly in negotiations for the contract, OR
2. Facilitate in any manner communications between the SA and professional teams.

**Amateurism:** NCAA Division I member institutions adhere to a "Commitment to Amateurism" whereby they are required to conduct their athletics programs for students who choose to participate in intercollegiate athletics as a part of their educational experience and in accordance with NCAA bylaws, thus maintaining a line of demarcation between SAs who participate in the Collegiate Model and athletes competing in the professional model. SAs must be amateurs in an intercollegiate sport, and their participation should be motivated primarily by education and by the physical, mental and social benefits to be derived. Student participation in intercollegiate athletics is an avocation, and SAs should be protected from exploitation by professional and commercial enterprises. [NCAA Division I Constitution 2.9; NCAA Bylaw 12.1.2, et seq.]

**Agent:** See definition of Non-NCAA-Certified Agent.

**Agency Contract:** As used herein, agency contract means a written agreement in which a SA authorizes a person to negotiate or solicit on behalf of the athlete a professional-sports-services contract or endorsement contract or other agreement made for the purpose of marketing the SA's athletics ability or reputation. NOTE: NCAA-certified agents are ONLY permitted to provide representation services for the purposes of obtaining employment for an individual with a professional sports team or organization or as a professional athlete.

**Application:** Form submitted to request NCAA approval or certification for the following categories of applicants:

1. Basketball events/leagues.
2. Recruiting/scouting services in the sports of basketball and football.
3. Agents.

**Athlete:** Any PSA or SA participating in a nonscholastic basketball event or league.

**Basketball Certification:** The process by which basketball activities (events, leagues, showcases, tournaments, festivals, camps) for PSAs and Division I SAs request NCAA approval as a league or an event for the defined purpose (see definition of league and event).

**Basketball Certification System (BBCS):** The online service used by ECAG to administer the basketball certification process. BBCS registration is required for all individuals involved in coaching activities and in operating or managing an event, league operators, nonscholastic coaches, participating PSAs and those who are financially responsible for an organization of nonscholastic teams. All basketball application requests, PERFs, team rosters, financial disclosures

and other documentation necessary for compliance with certification requirements are submitted via the BBCS.

**Board of Directors (BOD):** The NCAA Division I governing body comprised of conference chairpersons and is the top governing body for Division I, responsible for strategy and policy and overseeing legislation and management of the division. The BOD focuses on strategic topics in college sports and their relationship to higher education; monitors legislation to ensure it does not conflict with policies and goals; reviews and approves policies and procedures governing the infractions program; approves an annual budget; adopts legislation when significant values are at stake or an issue requires fast action that does not allow use of the regular legislative process; and collaborates with NCAA staff on how the national office can best serve Division I members.

**Booster:** See definition for "Representative of the Institution's Athletics Interests."

**Broad Based Coverage:** Information provided by an NCAA-approved recruiting/scouting service must include PSAs from a broad spectrum and not limit the coverage to select teams, individuals or geographical locations.

**Coach:** As applicable to ECAG and used in these IOPS, "coach" means any individual who is a nonplayer and who inhabits the bench during an event or competition, or who engages in other coaching activities.

**Coach Administrator:** The coach administrator is the coach who will create the team in the BBCS and be responsible for submitting all necessary financial documentation, justifications and residency documentation for those justifications. The coach administrator may be the head coach or an assistant coach but should be the person with the authority to make decisions and speak for the team.

**Coaching Activities:** Coaching activities including, but not limited to providing instruction or training; directing the behavior of a team or individual player; having the responsibility for improving a team through player development, strategy and in-game management; and nonplayer individuals who sit on the team bench during an event.

**Coaches'/Event Packet:** A packet of material prepared by an event operator available for purchase by NCAA coaches that includes information about the event (i.e., schedule, driving direction between sites, team rosters with contact information, etc.).

**Contact:** A contact is any face-to-face encounter between a PSA or the PSA's family members and an NCAA institutional staff member or athletics representative during which any dialogue occurs in excess of an exchange of a greeting. Any such face-to-face encounter that takes place at the site of organized competition or practice involving the PSA is considered a contact, regardless of whether any conversation occurs. [NCAA Bylaw 13.02.4]

**Contact Period:** A contact period is that time period when it is permissible for authorized athletics department staff members to make in-person, off-campus recruiting contacts and evaluations. [NCAA Bylaw 13.02.5.1]. Note that NCAA recruiting periods and calendars for each sport change

from time to time and it is the responsibility of the event operator and/or nonscholastic coach to stay apprised of any such changes.

**Dead Period:** A dead period is that time period when it is not permissible to make in-person recruiting contacts or evaluations on or off the member institution's campus or to permit official or unofficial visits by PSAs to the institution's campus. [NCAA Bylaw 13.02.5.5] Note that NCAA recruiting periods and calendars for each sport change from time to time and it is the responsibility of the event operator and/or non-scholastic coach to stay apprised of any such changes.

**Demographic Information:** Information that identifies a PSA including, but not limited to name, address telephone number, high school, non-scholastic team, position, jersey number, date of birth, graduation year, height, weight, etc.

**Director of Athletics:** As used herein, director of athletics means the individual responsible for administering the overall athletic program of an educational institution, or his or her designated representative.

**Division I Council (Council):** The NCAA Division I governing body comprised of athletics administrators, faculty athletics representatives and institutional administrators representing Divisions I-A, I-AA and I-AAA. The Council recommends nonacademic policies to the BOD; coordinates strategic planning activities; identifies and examines trends and issues in college sports; takes final action on matters delegated to it by the BOD; supervises qualifications and selection procedures for Division I championships and national collegiate championships; reviews recommendations from sports committees regarding the administration of championships; and oversees Division I membership standards.

**Eligibility:** The determination of a PSAs or SAs compliance with NCAA rules resulting in the right to practice, compete and get a scholarship from a member institution through satisfaction of the appropriate conditions (academic record, SAT® or ACT scores, and amateur status). [NCAA Bylaw 14.3]

**Eligibility Center (EC):** The EC is responsible for processing and certifying the initial eligibility (academic and amateurism status) of PSAs. The EC is responsible for academic certification, amateurism certification, the NCAA customer service center, high school review and managing the daily operations of the National Letter of Intent (NLI) program.

**Evaluation Period:** An evaluation period is a time period when it is permissible for authorized athletics department staff members to be involved in off-campus activities designed to assess the academic qualifications and playing ability of PSAs. No in-person, off-campus recruiting contacts shall be made with the PSA during an evaluation period. [Bylaw 13.02.5.2]. Note that NCAA recruiting periods and calendars for each sport change from time to time and it is the responsibility of the event operator and/or non-scholastic coach to stay apprised of any such changes.

**Event Participant Information (EPI):** As part of the PERF, operators are required to identify who participated in the event.

1. For individual events, operators are required to search the BBCS for each PSA and individual involved in coaching activities and add them to the event's individual participants tab of the PERF. Operators will also have to disclose compensation paid for everyone involved in coaching activities.
2. For team events, it is the operator's responsibility to ensure that all participating teams have registered in the BBCS. The operator is required to access the roster of all participating teams in the BBCS and identify each coach and PSA who participated. Additionally, it is the operator's responsibility to confirm that the address and telephone number provided in the BBCS is accurate for each participant, is a permissible address for that athlete (sometimes requiring collection of documentation of residence) and is compliant with ECAG residency requirements.

**Event:** An athletics activity (event, league, showcase, tournament, festival, camp, etc.) that is certified to allow Division I basketball coaches to attend and evaluate PSAs.

**Family Member:** A family member is an individual with any of the following relationships to the PSA: spouse, parent or legal guardian, child, sibling, grandparent, domestic partner or any individual whose close association with the PSA is the practical equivalent of a family relationship. [NCAA Bylaw 12.02.4]

**Games (Countable Competition):** [NCAA Bylaw 17.31.2.1 Organized Basketball Competition]  
An athletic activity would be considered a game if any of the following conditions are met:

1. Competition is scheduled and publicized in advance.
2. Official score is kept.
3. Individual or team standings are maintained.
4. Official timer or game officials are used.
5. Admission is charged.
6. Teams are regularly formed, or team rosters are predetermined.
7. Team uniforms are used.
8. A team is privately or commercially sponsored.
9. The competition is either directly or indirectly sponsored, promoted or administered by an individual, an organization or any other agency.



**Individual Analysis:** Individual analysis is athletic or academic evaluation specific to the athlete that enables an institution to make more informed recruiting decisions. This includes personal evaluations of performance, athletics assessments (i.e., comparisons of statistical data, reporting of abilities like 40-yard dash speed or standing high jump measurements, etc.), and academic assessments (i.e., grade-point average, standardized test scores, etc. Individual analysis must be more than demographics (e.g., height, weight, class and position), rankings (i.e., Division I level PSA, etc.) and general comments (i.e., excellent shooter, etc.). Individual analysis must accompany each PSA named in a conventional recruiting/scouting service.

**Individual Associated with a Prospect (IAWP):** In basketball, an individual associated with a prospect is any person who maintains (or directs others to maintain) contact with the PSA, the PSA's family members or coaches at any point during the PSA's participation in basketball, and whose contact is directly or indirectly related to either the PSA's athletics skills and abilities or the PSA's recruitment by or enrollment in an NCAA institution. This definition includes, but is not limited to family members, handlers, personal trainers and coaches. [NCAA Bylaw 13.02.19]

**Individual Event:** An event most often in a camp type format, involving PSAs who register by themselves and not as part of a team. In some cases, individual events still involve team competition, but the teams are created at the event for the purpose of competition.

**Interpretation (Interp):** As applicable to ECAG, an explanation of meaning, guidance on the application of NCAA legislation or determination of whether a violation has occurred, as provided by the AMA staff.

**League:** An activity that is certified to allow currently enrolled Division I SAs to compete outside of the regular season. Such competition is only permissible from June 15 to August 31 or the institution's first day of classes, whichever is earlier, and only after obtaining written permission from the institution's director of athletics (or the director's official representative).

**Legislative Services Database (LSDBi):** The online version(s) of the NCAA Divisions I, II, and III manuals. NCAA legislation changes frequently. The most up-to-date legislation is available in LSDBi. LSDBi includes a directory of proposals, and legislation is updated continuously throughout the year as it changes. Portions of LSDBi are accessible to those outside the NCAA membership. Note that the LSDBi manual cites and text may differ from those in the hardcopy of the bylaw manual that is issued once a year.

**Metro Area Rule:** An exception to the adjoining state rule that allows for men's teams with an official address in a city that is divided by the state line of multiple states (i.e., Washington, D.C.; Kansas City; St. Louis/East St. Louis; etc.) to include more than three out-of-state athletes from adjoining states if each additional participant resides within the same metropolitan area as the team. If the team's official address does not border two different states, this exception does not apply.

**Minimum Level of Analysis:** Information disseminated by a standard recruiting/scouting service must include individual analysis beyond demographics (e.g., height, weight, class and position), ranking (e.g., Division I level PSA) and general comments (e.g., excellent shooter) for an

institution to make an athletics or academic analysis of the PSA. Each PSA named in the service is required to be evaluated.

**NBPA:** National Basketball Players Association. The NBPA is the union for current professional basketball players in the National Basketball Association (NBA). The NBPA certifies agents who represent the players in the NBA.

**NCAA Bylaws:** The legislation adopted by the NCAA membership that governs, among other things, permissible recruiting activities by member institutions and coaches, as well the eligibility of PSAs and SAs.

**NCAA-Certified Agent:** Any individual who has met all of the annual requirements of the NCAA agent certification program and as a result, is permitted to solicit a SA/PSA (PSA representation is not permitted until high school students are eligible to enter the NBA draft) to enter into an agency contract for purposes of obtaining employment with a professional sports team or organization or as a professional athlete without affecting the athlete's collegiate eligibility.

**Non-NCAA-Certified Agent:** A non-NCAA-certified agent is any individual who directly or indirectly: (1) represents or attempts to represent an individual for the purpose of marketing his or her athletics ability or reputation for financial gain; or (2) seeks to obtain any type of financial gain or benefit from securing a PSA's enrollment at an educational institution or from a SA's potential earnings as a professional athlete. [NCAA Bylaw 12.02.1]

**Nonprospect-Aged Teams:** Any team of athletes comprised of athletes who do not meet the definition of a PSA as defined in Bylaw 13.12.1.1.1 (men's basketball) and Bylaw 13.02.13 (women's basketball).

**Operating or Managing the Event:** encompasses all staff people who are in a managerial or leadership role, not just someone assisting or working in an administrative role (check-in staff, concessions, janitorial staff, score keepers, etc.); those people who would be the "go to" person for all emergencies or issues at each event facility; for multi-site events, the individual "in charge" at each site (site director, gym supervisor, organizer, coordinator). Individuals involved in operating or managing the event must have a USA Basketball (USAB) Gold License and meet NCAA standards of eligibility.

**Operator:** Any individual who establishes, owns in whole or in part, organizes or operates an NCAA-certified event/league or NCAA approved recruiting/scouting service.

**Participant(s)/Participation:** All coaches, SAs and PSAs who take part in athletically related activities at NCAA-certified events and/or NCAA approved leagues.

**Participant Employment Program:** Opportunity provided to participating PSAs by an event/league operator to work (clocks, stats, etc.) to assist the athlete in earning money to apply to any fees associated with their participation provided that certain criteria are met. If offered, an employment program must be made available to all qualifying participants and must be based on financial need that is unrelated to a participant's athletics ability, reputation or value that the individual would bring to the event/league. Compensation must be paid only for work performed and at a rate

commensurate with their experience and for similar employment in that locale. Any participant employment program must be publicized in advance.

**Post Event Review Form (PERF) – Basketball Certification:** In both the basketball certification and recruiting/scouting service approval processes, additional information is required to be submitted after certification/approval is granted in order to remain eligible for certification/approval the following year. The totality of this submission is the post-experience review form.

**Basketball Certification PERF** – Previously called a post-event review form.

**Event Operators** - If an event is certified and Division I coaches were provided the opportunity to attend and observe PSAs, the activity operator is required to submit a PERF providing ECAG with information regarding the conduct of the event (e.g., identity of participants, staff, coaches'/event packets sold, Division I coaches in attendance, post-event financial information, etc.) NCAA-certified leagues are not required to submit a PERF. The PERF must be submitted by a deadline established by ECAG. The specific deadline will be visible on the Event Applications tab in the BBCS and will appear in the Respond by Date column of an approved event application.

**Nonscholastic Coaches/Associations of Teams** - All teams or organizations of teams must submit information upon the conclusion of the NCAA-certified evaluation season for the year providing information about the operation of the team/organization. This submission is the team PERF and includes disclosure of income, expenses, organization/team structure and staff, and financial relationships with boosters, agents and/or representatives of an institution or agent. The PERF must be submitted at the conclusion of the certification period by a deadline established by ECAG.

**Post-Execution Review Form (PERF) - RSS.** NCAA-approved recruiting/scouting services are required to submit additional information after the approval is granted in order to stay eligible for approval the following year. Portions of the PERF can be submitted throughout the year, but all elements must be submitted by a deadline established by ECAG. the specific deadline will be visible on the list of applications on the user profile in the recruiting/scouting service portal (RSSP)

**Preferential Treatment:** NCAA legislation prohibits a SA from receiving preferential treatment, benefits or services because of the individual's athletics ability or payback potential as a professional athlete, unless NCAA rules specifically states otherwise. [NCAA Bylaw 12.1.2.1.6]

**Primary Facility:** The main location utilized by an event/league. Facility used as event/league headquarters.

**Proof of Insurance:** Documentation required of an event/league operator that indicates the event/league has insurance compliant with the NCAA requirements.

**Prospective Student-Athlete (PSA):** Generally, a PSA is an individual who has started classes for the ninth grade. [NCAA Bylaw 13.02]. In men's basketball, for the purposes of sports camps and clinics, a PSA is an individual who has started classes for the seventh grade. [NCAA Bylaw 13.12.1.1.1]. In addition, and regardless of whether the individual has enrolled in classes, an

individual is deemed a PSA if an NCAA member institution provides the individual (or his/her family members or friends) any financial assistance or other benefits that the institution does not provide to PSAs generally. An individual remains a PSA until one of the following occurs (whichever is earlier):

1. The individual officially registers and enrolls in a minimum full-time program of studies and attends classes in any term of a four-year collegiate institution's regular academic year (excluding summer).
2. The individual participates in a regular squad practice or competition at a four-year collegiate institution that occurs before the beginning of any term.
3. The individual officially registers, enrolls and attends classes during the certifying institution's summer term prior to his or her initial full-time enrollment at the certifying institution.
4. The individual reports to an institutional orientation session that is open to all incoming students within 14 calendar days prior to the opening day of classes of a regular academic year term.

**Qualified Medical Personnel:** As applicable to ECAG, the term "qualified medical personnel" is intentionally broad, but at a minimum means an individual trained to respond quickly to emergency situations regarding medical issues, traumatic injuries and accident scenes, can administer CPR and utilize a defibrillator. Qualified medical personnel must be present at each facility being utilized.

**Quiet Period:** A quiet period is that time period when it is permissible to make in-person recruiting contacts only on the member institution's campus. No in-person, off-campus recruiting contacts or evaluations may be made during the quiet period. [NCAA Bylaw 13.02.5.4]. Note that NCAA recruiting periods and calendars for each sport change from time to time and that it is the responsibility of the event operator and/or nonscholastic coach to stay apprised of any such changes.

**Recruit or Solicit:** Recruit or solicit means any attempt to influence the choice of an agent by a SA or, if the student-athlete is a minor, a parent or guardian of the SA. The term does not include giving advice on the selection of a particular agent in a family, coaching, or social situation unless the individual giving the advice does so because of the receipt or anticipated receipt of an economic benefit, directly or indirectly, from the agent or the agent's employer.

**Recruiting Calendar:** A chart/description identifying the ranges of dates designated as quiet, dead, contact and evaluation periods. [NCAA Bylaw 13.17]. Note that NCAA recruiting periods and calendars for each sport change from time to time and that it is the responsibility of the event operator and/or nonscholastic coach to stay apprised of any such changes.

**Recruiting Period – Men's Basketball:** In men's basketball, a recruiting period is a time period when it is permissible for authorized athletics department staff members to make in-person, off-campus recruiting contacts and evaluations. [NCAA Bylaw 13.02.5.3]

**Recruiting/Scouting Service:** Any individual, organization, entity or segment of an entity that is primarily involved in providing information about PSAs. This definition includes but is not limited to any service that provides information only to paid subscribers; any service that is only available to a select group of individuals (e.g., coaches), regardless of whether there is a charge associated with the service; and any service that provides information to the public free of charge. However, this definition does not include any individual, organization or entity or segment of an entity that provides information about PSAs incidental to its primary purpose and is generally available to the public (e.g., news media).

**Reduced Entry Fee Program:** Opportunity provided by an event/league operator to participating PSAs to pay a reduced entry fee provided that certain criteria are met. If offered, reduced entry fees must be made available to all qualifying participants and must be based on some objective criteria that is unrelated to a participant's athletics ability or reputation. Any reduced entry fee program must be publicized in advance. (i.e., early bird registration discounts, multiple team discounts, financial need, etc.).

**Representative of the Institution's Athletics Interests:** An individual, independent agency, corporate entity (e.g., apparel or equipment manufacturer) or other organization who is known (or who should have been known) by a member of the institution's executive or athletics administration to do any of the activities identified below (also known as a "booster"). [Bylaw 13.02.15]

1. Participate/participated in or to be a member of an agency or organization promoting the institution's intercollegiate athletics program.
2. Make/made financial contributions to the athletics department or to an athletics booster organization of that institution.
3. Assist/assisted or to have been requested (by the athletics department staff) to assist in the recruitment of PSAs.
4. Assist/assisted in providing benefits to enrolled SAs or their family members.
5. Involved otherwise in promoting the institution's athletics program.

**Revised Uniform Athlete Agent Act (RUAAA):** The Revised Uniform Athlete Agents Act (RUAAA) modernizes the Uniform Athlete Agents Act (UAAA) to more effectively protect the interests of student athletes, academic institutions, and athlete agents. While retaining many portions of the UAAA, the RUAAA expands the definition of "athlete agent", enhances agency contract requirements, requires athlete agents to notify an educational institution at which a student athlete is enrolled before contacting a student athlete, and gives student athletes a right of action against an athlete agent for violation of the act.

**Scouting Service:** See definition for "Recruiting/Scouting Service".

**Secondary Facility(s):** Additional site location utilized by an event/league other than the main/primary facility or headquarters.

**SPAC (spack):** SPAC is an acronym for "standard player agent contract" required by the NBPA to qualify to perform the services of a player agent. A copy of the executed SPAC shall be sent via email by the player agent to the NBPA within 48 hours of execution. The SPAC must be signed with the player; retypes contracts are not accepted by the NBPA.

**Sponsor:** A person, group, or company that pledges or provides any form of financial support, in-kind donation and/or service, whether directly or indirectly, to the operation of an event, league, team or scouting service.

**Sports Agent Responsibility and Trust Act (SPARTA):** A federal law prohibiting certain conduct by sports agents relating to the signing of contracts with SAs. SPARTA makes it unlawful for an agent to directly or indirectly recruit a SA by giving any false or misleading information, making a false promise or representation, or providing anything of value to a SA (or anyone associated with the SA), before entering into an agency contract. A violation of this act is deemed an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act. [15 U.S.C. 7801-7807]

**Standard Scouting Service:** See the definition of "Recruiting/Scouting Service." Not a Video Only service.

**Student-Athlete (SA):** A student whose enrollment was solicited by a member of the athletics staff or other representative of athletics interests with a view toward the student's ultimate participation in the intercollegiate athletics program. Any other student becomes a SA only when the student reports for an intercollegiate squad that is under the jurisdiction of the athletics department, as specified in NCAA Constitution 3.2.4.5. A student is not deemed a SA solely based on prior high school athletics participation. [Bylaw 12.02.14]

**Student-Athlete Reinstatement (SAR):** The staff in AMA that processes violations and waivers on behalf of SAs who have been involved in violations of NCAA regulations that affect their eligibility. SAR evaluates the responsibility of an athlete to determine whether he or she can be reinstated, and under what conditions.

**Subscription:** Requiring some action in order to access information (i.e., requires payment or must register to gain access to the information). An institution subscribes to a recruiting/scouting service when a staff member registers to access information provided by the service only to paid subscribers or registers to access information available only to a select group of individuals (e.g., coaches), regardless of whether a charge is associated with accessing the information. However, an institution is not considered to have subscribed to a recruiting/scouting service if a staff member registers to access information about PSAs from a service that provides the same information to the general public at no cost.

**Team:** As applicable to ECAG, "team" means a group of five or more players (PSAs, current or former SAs) forming one side in a competitive game at an NCAA-certified event and/or NCAA-certified league.

**Team Event:** An event involving pre-existing nonscholastic teams of PSAs (i.e., travel teams, club teams, etc.).

**Team/Organization Chief Executive Officer (CFO) or Primary Business Officer:** The chief executive or primary business officer of a team/organization; the person of ultimate authority over a team or organization of teams.

**Tribal Exception:** An exception to the Adjoining State Rule that allows the Native American tribe to be viewed in its entirety as analogous to a state, although its geographic location may encompass several states. Therefore, Native American PSAs are permitted to participate on their tribal team regardless of their state of residence.

**Uniform Athlete Agent Act (UAAA):** The Uniform Athlete Agents Act (UAAA) is a model state law governing the relationships between student-athletes, athlete agents and academic institutions that provides for uniform registration, certification and background checks on sports agents. Although there are variances among individual states, the UAAA generally requires athlete agency contracts to contain specific information, including language notifying a student-athlete that entering into an agency agreement could render them ineligible to compete in collegiate athletics. Under the UAAA, agents and student athletes are required to give notice of the contract to the athletic director of an affected educational institution. The UAAA also prohibits agents from providing anything of value or using materially false or misleading information to coerce a student to enter an agency contract. Finally, the UAAA provides for criminal, civil and administrative penalties with enforcement at the state level.

**Unsolicited Information:** Information regarding PSAs is given to, sent to or received by NCAA coaches without being paid for or requested.

**Video Only Service:** A recruiting/scouting service that only provides video of PSAs and does not provide information about or analysis of PSAs. Information to identify the PSA is permissible but is limited to the PSA's name, high school, position, jersey number and year of graduation.



## LEGISLATION.

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### Basketball Certification.

#### Enabling Legislation.

- 17.31.4 Summer Basketball Leagues.
- 13.18 Basketball Event Certification.
- 13.1.7.5.3 June Evaluation Periods.

#### Related NCAA Bylaws.

- 13.02.13 Definition of a Prospective Student Athlete.
- 13.02.13.1 Exception – After Commitment.
- 13.11.1.2 Definition of "Prospective Student-Athlete" for Tryout-Rule Purposes – Men's Basketball.
- 13.11.1.8 Use of Division I Campus - Nonscholastic Practice or Competition -- Men's Basketball.
- 13.11.1.9 Use of Division I Campus - Nonscholastic Practice or Competition -- Women's Basketball.
- 13.12.1.1.1 Definition of a Prospective Student-Athlete – Men's Basketball.
- 13.02.14 Recruiting.
- 13.02.14.1 Recruited Prospective Student-Athlete.
- 13.02.18 Individual Associated with a Prospective Student-Athlete – Men's Basketball.
- 13.1.7.5 Evaluations -- Men's Basketball.
- 13.1.7.5.1 Academic Year Recruiting Periods.
- 13.1.7.5.2 April Evaluation Periods.
- 13.1.7.5.3 Summer Evaluation Periods.
- 13.1.7.5.3.1 Practice in Preparation for a Certified Event.
- 13.1.7.5.3.2 Events Organized and Conducted for Recruiting Purposes.
- 13.1.7.5.4 NBA Draft Combine.
- 13.1.7.6 Evaluations -- Women's Basketball.
- 13.1.7.6.1 Academic Year Evaluation Period.
- 13.1.7.6.1.1 National Standardized Testing Weekends.
- 13.1.7.6.2 Summer Evaluation Period.
- 13.1.7.6.3 On-Campus Events.
- 13.1.7.6.4 Practice in Preparation for a Certified Event.
- 13.1.7.6.5 Events Not Subject to Certification Program.

#### Recruiting Calendars.

Recruiting Calendars are posted on the Resources Tab of LSDBi. Or can be found by going to [www.ncaa.org](http://www.ncaa.org), select Division I, select Recruiting, and then use the link under Recruiting Resources. Recruiting calendars for the next academic year are usually published mid-June.

## Recruiting/Scouting Services

### **Enabling Legislation.**

13.14.3.1 Recruiting or Scouting Services – Basketball and Football.

13.14.3.1.1 Video-Only Services.

### **Related NCAA Bylaws.**

12.3.3.1 Talent Evaluation Services and Agents.

### **Definition of a Recruiting/Scouting Service.**

A recruiting/scouting service includes any individual, organization, entity or segment of an entity that primarily provides information about PSAs. This definition does not include any individual, organization, entity or segment of an entity that primarily provides information about PSAs incidental to its primary purpose and is generally available to the public (e.g., news media).

#### **Recruiting Services.**

Those services that meet the definition above that are primarily marketed to PSAs and their families rather than to NCAA coaches.

#### **Scouting Services.**

Those services that meet the definition above that are primarily marketed to NCAA coaches.

## Agent Certification.

### **Enabling Legislation.**

12.02.1.2 NCAA Certification Requirement – Men's Basketball

### **Related NCAA Bylaws.**

12.3 Use of Agents.

12.3.1 General Rule

12.3.1.2 Exception -- NCAA-Certified Agents -- Men's Basketball

12.3.1.2.2 Enrolled SAs and Two-Year College Prospective Student-Athletes

12.3.1.2.3.2 Expenses After Agreement.

12.3.1.2.4 No Missed Class Time.

12.3.1.2.5 Written Agreement.

### **NCAA Bylaws on Use of Agents by Prospective Student-Athletes (PSAs) and Permissible Expenses (Not Yet Implemented).**

12.3.1.2.1 Elite Senior PSAs.

12.3.1.2.3 Expenses from an NCAA-Certified Agent

12.3.1.2.3.1 Expenses Before Agreement

# NCAA.org Terms and Privacy Policy

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Our Site contains links to other Web sites over which we have no control. The NCAA is not responsible for the privacy policies or practices of other Web sites to which you choose to link from this Site. We encourage you to review the privacy policies of those other Web sites so you can understand how they collect, use and share your information. This Privacy Statement applies solely to the information we collect on the Site and does not apply to information the NCAA collects in any other fashion.

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## Types of Information That May Be Collected

### **Personal Information:**

In some areas of the Site, the NCAA may request that you provide personal information, including your name, address, e-mail address, telephone number credit card number, social security number, contact information, billing information and any other information from which your identity is discernible (For example, such information may be collected for the purpose completing an order for items in our online store). In other areas, the NCAA collects or may collect demographic information that is not unique to you such as your ZIP code, age, preferences, gender, interests and favorites. Sometimes we collect or may collect a combination of the two types of information.

The NCAA may sometimes afford you the opportunity to provide descriptive, cultural, behavioral, preferential and/or lifestyle information about yourself, but it is solely up to you whether you furnish such information. If you do provide such information, you are thereby consenting to the use of that information in accordance with the policies and practices described in this Statement. For example, such information may be used for the purpose of determining your potential interest in receiving e-mail or other communications about products or services.

### **Site Usage Information:**

We also may gather information about your use of the Site, such as what areas you visit and what services you access. Moreover, there is information about your computer hardware and software that is or may be collected by the NCAA. This information can include without limitation your IP address, browser type, domain names, access times and referring Web site addresses.

### **E-mail Communications:**

When you open e-mails from the Site, we may receive a confirmation noting you opened an e-mail from us, if your computer supports such capabilities. We also may keep track of what e-mails we send you and what e-mails you may be receiving from the NCAA and our subsidiaries and affiliates. Additionally, we keep a record of what e-mails you have opted to and not to receive.

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## **How Information May Be Collected**

### **Registration:**

You may be asked first to complete a registration form and provide personally identifiable information; you may also be asked to choose a user ID and password in order to take advantage of certain features the Site may choose to offer.

### **Newsletters and Site e-mails:**

We may offer free newsletters to share information with you about the Site, about us and our affiliates and subsidiaries, or about our business partners and advertisers and sponsors. You may receive a newsletter either by registering for a newsletter or in conjunction with a special feature or membership for which you have registered on the Site. You may cancel your free e-mail subscription by following the instructions provided on the Site or, in some instances, in the designated area of certain newsletters or e-mails.

### **Contests or Promotions:**

We may operate contests and promotions through the Site that may require registration. Your personally identifiable information may be used to contact you for winner notification, prize delivery confirmation or other related purposes. Typically, this information is only shared in aggregate unless we have given you the choice. We may ask your permission to allow us to post publicly some of your information on the Site, such as on a winner's page, in the event you win a contest or promotion. We will not post your information without your permission. In some instances, a third-party advertiser or sponsor may operate or host a contest or promotion on the Site and collect your information. In those cases, where we are not the operator or host of the contest or promotion, we have no control over the information collected and accordingly urge you to review the advertiser's or sponsor's privacy policy applicable to the contest or promotion before participating.

### **Surveys or Voting:**

From time-to-time we may request personally identifiable information from you via surveys or voting polls. Participation is voluntary and you will have the opportunity to decide whether to disclose information. At times, you may have to register to vote or to take part in a survey.

### **Cookies:**

As with many Web sites, the Site may use standard technology called "cookies," which are small data files that are transferred to your computer when you allow your browser to accept cookies. Cookies automatically identify your Web browser to the Site whenever you visit the Site and make using the Site easier for you by saving your passwords, purchases, and preferences. By tracking how and when you use the Site, cookies help us determine which areas are popular and which are

not. Many improvements and updates to the Site are based on data obtained from cookies. Accepting cookies allows you, among other things, to personalize your experience on the Site. If you do not want information collected through the use of cookies, you generally can opt out of providing this information by turning the cookies off in your browser; however, some areas of the Site may not provide you with a personalized experience if you have disabled the use of cookies.

### **IP Addresses, Click-stream Data, and Web Beacons:**

The NCAA may log IP addresses, or the location of your computer on the Internet, for systems administration and troubleshooting purposes. We may collect IP addresses and/or click-stream data for purposes of system administration and to report aggregate information to our sponsors. An IP address is a number that is automatically assigned to your computer whenever you access the Internet. Our computers identify your computer by its IP address. When you request Web pages from the Site, our computers log your IP address.

Click-stream data is information collected by our computers when you request Web pages from the Site. Click-stream data may include such information as the page served, the time, the source of the request, the type of browser making the request, the preceding page view and other such non-personal information. When analyzed, this data helps us analyze how visitors arrive at the Site, what type of content is most popular, and what type of visitors in the aggregate are interested kinds of content and advertising.

The Site may contain electronic images known as Web beacons (sometimes called single-pixel gifs) that allow us to count users who have visited those pages. Web beacons are not used to access your personally identifiable information at the NCAA; they are a technique we use to compile aggregated statistics about our Web site usage. Web beacons collect only a limited set of information including a cookie number, time and date of a page view, and a description of the page on which the Web beacon resides.

### **Transaction Information:**

If you order any information from our Site, buy any of our products or subscribe for any of the services offered on our Site, we will ask you to complete an order form that will request certain information from you, including financial information such as a credit card number and expiration date and general contact, billing and shipping information. We will use this information to complete the transaction that you have requested.

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## **How We Use the Information Collected**

The information you provide to us may be used to:

- Contact you about the Site.
- Contact you relating to your membership status.
- Confirm or fulfill an order you have made.
- Monitor or improve the use of the Site.

- Customize the advertising and content you see.
  - Monitor compliance with our terms and conditions of use of the Site.
  - Provide special offers from the NCAA, respective affiliates, subsidiaries and other third parties.
  - Send you promotional material on behalf of our partners.
  - Inform you of a prize you have won.
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## With Whom the Information May Be Shared

We do not disclose to third parties your personal information, combined personal and demographic information or information about your use of the Site, except as set forth in the following subparagraphs.

### Consent:

We may disclose information to third parties if you consent to such disclosure. If you do choose to have your information shared, in an effort to protect you, third parties who have access to personally identifiable information must abide by the current Site privacy policy and may not use your personally identifiable information beyond what is reasonably necessary to deliver your requested product or service.

### Agents:

We may disclose such information to companies and individuals we employ to perform functions on our behalf. Examples may include hosting our Web servers, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. These companies and individuals will have access to your personal information as necessary to perform their functions, but they may not share that information with any other third party.

### Promotional Offers:

We may send offers to you on behalf of other partners. When we do this, we do not give that partner your name and address. If you do not want to receive such offers, you may opt out in the e-mail or change your preferences.

### Legal Process:

We may disclose such information if legally required to do so, if requested to do so by a governmental entity or if we believe in good faith that such action is necessary to: (a) conform with legal requirements or comply with legal process; (b) protect the rights or property of the NCAA or its affiliated members; (c) prevent a crime or protect national security; or (d) protect the personal safety of users or the public.

#### Business Transfers:

We may disclose and transfer such information to a third party who acquires all or a substantial portion of the NCAA, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

#### Bankruptcy:

In the event the NCAA becomes the subject of a bankruptcy proceeding, whether voluntary or involuntary, the NCAA or its trustee in bankruptcy may sell, license or otherwise dispose of such information in a transaction approved by the bankruptcy court.

#### Partnerships, Subsidiaries, and Affiliates:

The NCAA may also share aggregated anonymous information about visitors to the Site with its clients, strategic partners and each of their subsidiaries so that they may understand the kinds of visitors using the Site.

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## **Chat Rooms, Forums, And Message Boards**

The Site may make chat rooms, forums and message boards available to its users. You are not required to provide any personal information when using these areas, but you may choose to do so. If you post personal information online, it will be publicly available, and you may receive unsolicited messages from other parties. The NCAA cannot ensure the security of any information you choose to make public in a chat room, forum, or message board. Please exercise caution when deciding to disclose personal information in these areas.

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## **Links to Other Web Sites**

You should be aware that when you are on the Site you could be directed to other sites beyond our control. For example, if you "click" on a link, the "click" may take you off the Site onto a different Web site. This includes links from sponsors and partners that may use the Site's logo as part of a co-branding agreement. These other Web sites may send their own cookies to you, independently collect data or solicit personal information and may or may not have their own published privacy policies. If you visit a Web site that is linked to our Site, you should consult that site's privacy policy before providing any personal information.

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## **Security**

This Site has implemented reasonable technical and organizational measures designed to protect the security, integrity, completeness, accuracy and privacy of the personal information that we may collect. We have put into place reasonable precautions to protect such information from unauthorized access, loss, misuse and alteration.

When you place an order online through the Site, your personally identifiable information, including your credit card information is transferred to computers utilizing encryption software. Only those employees who need access to your information in order to do their jobs are allowed access. Our security policies are reviewed periodically and revised as required. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.



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## A Special Note for Parents Concerning Privacy

The Site is a general audience site. We do not currently collect any personal information from children under the age of thirteen on the Site. If in the future, the Site collects personally identifiable information from children, it will do so in compliance with the Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.).

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## Notification of Changes and Acceptance of the Privacy Policy

By using this Site, you signify your agreement to the terms of this privacy policy. Changes and updates to this privacy policy will be made from time-to-time and you should check the Site for such changes. Your continued use of the Site shall constitute your acceptance of such revised privacy policy.

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## Updating Personal Information

If your personally identifiable information changes (such as your zip code), or if you no longer desire to access our Site, we will endeavor to provide a way to correct, update or remove the personal data you have provided to us. These corrections will be accomplished by making changes to your profile. Such changes will be made upon receipt of an opt-out message via e-mail.

If you have any questions about this privacy policy or the privacy practices of this Site, contact the [Web Help Desk](#).

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- Obtaining or attempting to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Site.
- Using any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any activity conducted on the Site or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network;
- Circumventing, reverse engineering, deciphering, decompiling, disassembling, decrypting, or otherwise altering or interfering with (or attempting, encouraging, or supporting anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Site. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited.
- Taking any action that imposes an unreasonable or disproportionately large load on our network or infrastructure.

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Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor the NCAA will seek any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

The NCAA and you agree that all disputes arising under these Terms that cannot be settled through informal negotiation will be settled exclusively through confidential binding arbitration in accordance with the commercial rules of arbitration of the American Arbitration Association in Indiana. The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. You agree that the NCAA may seek any interim or preliminary relief from a court of competent jurisdiction in Indiana, necessary to protect its rights or property pending the completion of arbitration.

Any claims not subject to arbitration shall be subject to the exclusive jurisdiction of state or federal courts in Indiana.

To the extent permitted by law, any claim or dispute under these Terms must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

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- A description of where the material that you claim is infringing is located on the Site.
- Your address, telephone number, and email address.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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National Collegiate Athletic Association

Attn: Copyright P. O. Box 6222

Indianapolis, IN 46206

Phone: 317/917-6530

Fax: 317/917-6860

Email: [jtideman@ncaa.org](mailto:jtideman@ncaa.org)

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## Strategies to Promote an Atmosphere of Compliance

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Strategies to promote an atmosphere of compliance include, but are not limited to, the actions below:

- Review resources provided on the NCAA website.
- Attend any educational sessions offered by ECAG.
- Question everything. Ask before you act. Address any questions you may have by accessing FAQs or contacting ECAG for clarification.
- Formally meet with all employees and individuals (paid or unpaid) who report to them directly or indirectly; as well as any individual who assists with or oversees their work and benefits from their NCAA certification, approval or participation to discuss expectations regarding rules compliance. Create a written agenda and include discussions points on expectations of each role/duty; steps of compliant operations; procedures for what to do when they are unsure of the compliant action to take, etc.
- Identify areas of vulnerability and conduct specific rules education sessions to help decrease the vulnerability.
- Answer any questions of your associates and if necessary, contact ECAG for an accurate response.
- Track and document everything.
- Keep written records of any information that shows the efforts you made to promote an atmosphere of compliance.
- Identify any questionable situations in advance and reach out to ECAG for clarification.

As a reminder, these strategies are recommendations and do represent an exhaustive list of strategies.

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## **GUIDELINES**

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20211101

# Basketball Event/League Insurance Guideline

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## Guideline Statement:

The purpose of this guideline is to identify topics outlined in the Enforcement Certification and Approvals Group (ECAG) Policies and Procedures (P&Ps) and Operating Procedures (OPs) that ECAG has been given authority to update as needed without committee approval, subject to annual reporting of changes made to the appropriate oversight committees.

## Reason(s) for the Guideline:

To identify insurance providers known to provide insurance that meets the NCAA requirements for events/leagues and that has been utilized by multiple NCAA-certified events/leagues.

## ECAG Authority:

ECAG has authority over administration each of the subareas it has been assigned and all associated technology systems. ECAG is authorized to develop and edit OPs needed to administer the varying certification/approval processes, including without limitation that authority to determine the nature and categories of information that registrants are required to submit; set deadlines for submission, adjust financial requirements, develop education resources and implement educational requirements, and other similar details necessary to successfully effectively accomplish its defined purpose.

## Responsible Group:

ECAG basketball certification staff.

## Responsible Department Staff:

Courtney Moore, Associate Director – Basketball Certification; Sandy Parrott, Director of ECAG; Mark Hicks, Managing Director of Enforcement.

## Who is Governed by This Guideline:

Basketball Event/League Operators.

## Detailed Process:

### Insurance Providers

Below is a list of the providers frequently utilized by operators. The list is provided as a courtesy to assist operators with a starting point of possible options when obtaining insurance coverage. The companies listed are provided as a reference only. The NCAA is not recommending any one company, nor are we endorsing the quality of their services. The list is provided for convenience and is not meant to be all-inclusive; these are merely the providers frequently seen when ECAG processes applications. Operators are free to use any company of their choice, provided the NCAA minimum requirements are met.

**Insurance carriers with camp/event/tournament specific coverage:**

Francis L. Dean & Associates, Inc.  
1776 South Naperville Road, Building B  
P.O. Box 4200  
Wheaton, Illinois 60189  
Phone: 800/745-2409 ext. 129  
[www.fdean.com](http://www.fdean.com)

K&K Insurance Group, Inc.  
1712 Magnavox Way  
Fort Wayne Indiana 46804  
Phone: 800/637-4757  
[www.kandkinsurance.com/Pages/Home.aspx](http://www.kandkinsurance.com/Pages/Home.aspx)

American Specialty Insurance & Risk Services, Inc.  
7609 W. Jefferson Boulevard, Suite 100  
Fort Wayne, IN 46804  
(800) 245-2744  
[www.americanspecialty.com](http://www.americanspecialty.com)  
[www.americanspecialtyexpress.com](http://www.americanspecialtyexpress.com)

Gallagher Student Health & Special Risk  
500 Victory Road  
Quincy, MA 02171  
Email: [Sports@gallagherstudent.com](mailto:Sports@gallagherstudent.com)  
Phone: 877/345-8928  
[www.gallagherstudent.com](http://www.gallagherstudent.com)

CapSure Insurance Group  
McKay Tower, Suite 421  
Grand Rapids, MI 49503  
Email: [dan@capsureins.com](mailto:dan@capsureins.com)  
Phone: 616/450-5870  
[www.capsureins.com](http://www.capsureins.com)

The Camp Team  
615 West 38th Avenue, Suite B109  
Wheat Ridge, Colorado 80033  
Phone: 800/747-9573  
[www.campteam.com](http://www.campteam.com)

**Nontraditional Options:**

[AAU](#)  
[USSSA](#)



**Other insurance carriers that have been used:**

Aon Corporation - Global Headquarters  
200 East Randolph Street  
Chicago, Illinois 60601 USA  
Phone: 312/381-1000  
<http://www.aon.com/default.jsp>

Chappell Insurance Agency, Inc.  
25807-A Cox Road  
Petersburg, Virginia 23803  
Phone: 800/447-6797 or 804/733-2020  
<http://www.chappellinsurance.com/home/index.htm>

The Monument Sports Group  
508 North Allison Street, No. 1  
Richmond, Virginia 23220-2704  
E-mail: <http://www.monumentsports.com/forms/contact.php>  
Phone: 804/354-9020  
<http://www.monumentsports.com/>

Bollinger Insurance  
101 JFK Parkway  
Short Hills, New Jersey 07078  
Phone: 973/467-0444 or 800/526-1379  
<http://www.bollingersports.com/our-products.aspx>

Sadler & Company, Inc.  
P.O. Box 5866  
Columbia, South Carolina 29250-5866  
Phone: 800/622-7370  
<http://www.sadlerco.com/>

Bene-Marc, Inc.  
6301 Southwest Boulevard, Suite No. 101  
Fort Worth, Texas 76132-1063  
Phone: 800/247-1734 or 817/738-6899  
<http://www.bene-marc.com>

**Exceptions:**

N/A.

**Revision History:**

Date	Description of Revision
4/14/2020	Published in this format.

# Event/Coaches' Packet Guideline

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## Guideline Statement:

The purpose of this guideline is to identify best practices and provide reminders regarding event/coaches' packet requirements outlined in the Enforcement Certification and Approvals Group (ECAG) Policies and Procedures (P&Ps) and Operating Procedures (OPs) that ECAG has been given authority to update as needed without committee approval, subject to annual reporting of changes made to the appropriate oversight committees.

## Reason(s) for the Guideline:

To mitigate the conflict between event operators who argue the need for funds to operate events and NCAA coaches who say that packet prices are unreasonably priced.

## ECAG Authority:

ECAG has authority over administration each of the subareas it has been assigned and all associated technology systems. ECAG is authorized to develop and edit OPs needed to administer the varying certification/approval processes, including without limitation that authority to determine the nature and categories of information that registrants are required to submit; set deadlines for submission, adjust financial requirements, develop education resources and implement educational requirements, and other similar details necessary to successfully effectively accomplish its defined purpose.

## Responsible Group:

ECAG basketball certification staff.

## Responsible Department Staff:

Courtney Moore, Associate Director – Basketball Certification; Sandy Parrott, Director of ECAG; Mark Hicks, Managing Director of Enforcement.

## Who is Governed by This Guideline:

ECAG; Basketball Event/League Operators; attendees from NCAA institutions.

## Detailed Process:

Concerns/complaints continue to escalate about the cost and the accuracy of event/coaches' packets. Be advised that the NCAA is continually evaluating these concerns. To avoid NCAA intervention, event operators who choose to sell packets are expected to be compliant with NCAA guidelines identified below. **FAILURE to comply with these requirements may impact future certification of the event.**

1. USEFUL – Packets must contain useful information. Operators are expected to make a reasonable and concerted effort to ensure that the following information is accurately included in the packet:
  - a. Event schedule,

- b. Location of all sites where NCAA coaches can observe prospects,
  - c. Driving direction between event sites,
  - d. Participant Information (either individually or on team roster) that includes:
    1. Name of prospect
    2. Prospect's direct contact information
    3. Jersey number
    4. Graduation year (e.g. 2012, 2013, etc.)
    5. Scholastic institution
    6. Name and contact information for scholastic coach
    7. Name and contact information for non-scholastic coach
2. ACCURACY - Operators need to take every possible step to ensure that packet information is complete and accurate.
  - a. Contact information provided for PSAs is expected to belong to that PSA and not be fictional or belonging to coaches, handlers, etc. It is important that the prospect and his/her family retain the opportunity to exercise control over the recruiting process, so accurate contact information should be provided to NCAA coaches.
  - b. Shirt numbers are critical since the NCAA coaches are restricted from having contact with the PSA or anyone associated with the prospect (coaches, family, etc.) during the event.
3. PRICE DISCLOSED IN ADVANCE - The price of event packet must be listed on the Event Certification application and must be publicized in advance. This price will be posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification), but the operator should include it when communicating with NCAA coaches as well (e.g., invitations, event website, etc.)
4. SAME/SIMILAR FEES FOR ALL NCAA COACHES – It is permissible for an operator to charge different amounts for the produced packets if the price must be made available to all qualifying participants, must be based on some objective criteria, and must be publicized in advance. All packet options are required to be disclosed on the event application and included on the approved event list posted on the NCAA website. Operators cannot make changes at the event site nor can the operator make price adjustments based on his/her relationship with an NCAA coach. If NCAA coaches discover charges not consistent with those posted on [www.ncaa.org/basketballcertification](http://www.ncaa.org/basketballcertification) or have other concerns, those should be reported to ECAG.
5. PROVIDE TO NCAA - You will need to provide a copy of the packet to ECAG when you submit your PERF. In that regard, make sure you save one copy to mail later if you do not have a single computer file (.pdf, .doc, .xls, etc.) that you can attach to your PERF in the BBCS.
6. REASONABLE CONSIDERATIONS –

Additionally, it is suggested that event operators and NCAA coaches abide by the following REASONABLE CONSIDERATIONS.

  - a. EVENT OPERATOR EXPECTATIONS - Recognizing that NCAA coaches have a reasonable and legitimate expectation that the information contained in the event packets should be useful and accurate, it is recommended that event operators agree to the following:

1. A coaching staff will be required to purchase only one packet per staff, and the purchase of the packet entitles one staff member to gain admission to the event.
  2. If a coaching packet has been purchased, any other staff members from that school will be charged a reasonable college coaches' admission fee set by the event operator.
  3. Coaches attending only one session at a certified event will not be required to purchase a coaches' packet and will be charged a reasonable college coaches' admission fee set by the event operator.
- b. NCAA COACH EXPECTATIONS - Recognizing that event operators are providing a valuable service to college coaches by providing the opportunity for the evaluation of many prospects in a centralized venue, it is recommended that NCAA coaches agree to the following:
1. If a coach is attending more than one session, the staff will purchase at least one packet for their institutional staff. One purchase packet entitles one member of the staff admission to the event. Additional coaches of that staff seeking admission will pay a reasonable coach's admission fee, as established by the event operator.
  2. Coaches who attend just one session at a certified event will pay a reasonable coach's admission fee, as established by the event operator.
  3. Once purchased, no copies will be made or distributed for use by coaches from a different institution.
  4. The college coach will identify him/herself as a college coach to event staff and will not seek to gain admission as a general spectator.

### Exceptions:

N/A.

### Revision History:

Date	Description of Revision
4/14/2020	Published in this format.

# Facilities Guideline

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## Guideline Statement:

The purpose of this guideline is to identify best practices and provide reminders regarding facilities requirements outlined in the Enforcement Certification and Approvals Group (ECAG) Policies and Procedures (P&Ps) and Operating Procedures (OPs) that ECAG has been given authority to update as needed without committee approval, subject to annual reporting of changes made to the appropriate oversight committees.

## Reason(s) for the Guideline:

To identify facility restrictions, provide suggestions and reminders for operator consideration when choosing facilities.

## ECAG Authority:

ECAG has authority over administration each of the subareas it has been assigned and all associated technology systems. ECAG is authorized to develop and edit OPs needed to administer the varying certification/approval processes, including without limitation that authority to determine the nature and categories of information that registrants are required to submit; set deadlines for submission, adjust financial requirements, develop education resources and implement educational requirements, and other similar details necessary to successfully effectively accomplish its defined purpose.

## Responsible Group:

ECAG basketball certification staff.

## Responsible Department Staff:

Courtney Moore, Associate Director – Basketball Certification; Sandy Parrott, Director of ECAG; Mark Hicks, Managing Director of Enforcement.

## Who is Governed by This Guideline:

Basketball Event/League Operators.

## Detailed Process:

### Unfettered Access.

Representatives of the NCAA must be provided with unfettered access to any event/league, including physical access and opportunity to inspect all financial and other documentation associated with the event/league without prior notice to the operator.

### Adequacy of Facilities.

ECAG encourages event/league operators to remember the health and welfare of the participating PSAs and SAs when selecting facilities. The operator should consider things like the safety/cleanliness of the environment, whether the facility can accommodate expected number of

attendees, temperature control (air conditioned, etc.), has satisfactory bathrooms (number and quality), etc.

### **Separation of NCAA Coaches at Events.**

Event operators should also consider that certified events are required to provide for the separation of NCAA Division I coaches from participants and/or any individual associated with PSAs when choosing facilities. Separate seating for NCAA coaches is required. Separate entrances, bathrooms, bracket postings, etc. are suggested.

### **Sports Wagering Establishments.**

An NCAA-certified event/league shall not be conducted in a venue that is associated in any way with a venue or other entity that is associated in any way with wagering on intercollegiate athletics.

### **PSA Limitations at Division I Campus Facilities.**

Legislation exists that prohibits a Division I institution [including any institutional department (e.g., athletics, recreational/intramural)] from hosting, sponsoring or conducting a nonscholastic basketball practice or competition in which basketball PSAs participate on its campus or at an off-campus facility regularly used by the institution for practice and/or competition by any of the institution's sport programs.

### **Exceptions:**

N/A.

### **Revision History:**

Date	Description of Revision
4/14/2020	Published in this format.