

**Rules of Sports Arbitration of the
Bahrain Chamber for Dispute Resolution
effective [Day] [Month] 2021**

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Section 1 Scope

1 Scope

- 1.1** Where parties have agreed in writing (whether before or after a dispute has arisen) to arbitrate a sports-related dispute (“First Instance Arbitration”), or to appeal the decision of a sporting body or (where permitted by the statutes or regulations of a sporting body) an award in a First Instance Arbitration (“Appeals Arbitration”), under the rules of sports arbitration of the Bahrain Chamber for Dispute Resolution (the “Chamber”), or BCDR, the arbitration or appeal shall take place in accordance with these rules, as they may have been amended by the Chamber to take effect before the date of commencement of the arbitration or the appeal (the “Sports Arbitration Rules”). The Sports Arbitration Rules will also be applied where parties have provided for the arbitration by BCDR of a sports-related dispute or the appeal of a decision in a sports-related dispute without designating particular rules. The Sports Arbitration Rules include the Sports Arbitration Fee Schedule as may be separately amended from time to time by the Chamber.
- 1.2** The parties’ agreement to refer a sports-related dispute or appeal to the Chamber may be contained in an arbitration clause within a contract or a separate arbitration agreement, or may arise from the statutes or regulations of a sports federation, association or other sporting body (in all cases, the “Arbitration Agreement”).
- 1.3** Disputes or appeals submitted to the Chamber under the Sports Arbitration Rules may relate to any financial or non-financial aspect of the performance or development of any sport.
- 1.4** The Chamber shall be the administrator of such arbitrations and appeals.
- 1.5** The Sports Arbitration Rules govern the arbitration or appeal, provided that where any such rule is in conflict with any provision of the law applicable to the arbitration or appeal from which the parties cannot derogate, that provision shall prevail.
- 1.6** Articles under Section 2 of the Sports Arbitration Rules apply only to First Instance Arbitrations. Articles under Section 3 apply only to Appeals Arbitrations. All other Articles apply equally to First Instance Arbitrations and to Appeals Arbitrations.

Section 2 First Instance Arbitration

2 Request for Arbitration

2.1 A party wishing to initiate a First Instance Arbitration under the Sports Arbitration Rules (if one, the “Claimant”; if more than one, each a “Claimant”) shall submit to the Chamber, and at the same time to all other parties to the arbitration (if one, the “Respondent”; if more than one, each a “Respondent”), a written Request for Arbitration (the “Request”).

2.2 The Request shall include, or be accompanied by:

- (a) the name, nationality, postal address, e-mail address and telephone number of each Claimant and of the authorized representative of their choice, if any, and the name and postal address, and if and to the extent known, the e-mail address and telephone number of each other party to the arbitration, and of their authorized representative;
- (b) a copy of the Arbitration Agreement conforming to Article 1;
- (c) a copy of any contract, statute or regulations out of or in relation to which the dispute has arisen;
- (d) a statement of claim detailing the nature and circumstances of the dispute, the relief or remedy sought and the actual or estimated value of any monetary claim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the claim;
- (e) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the parties, the full name, postal address, e-mail address and, if known, the telephone number of the arbitrator nominated by the Claimant from the Chamber’s published roster of sports arbitrators available at [LINK] (the “Roster”);
- (f) a statement as to any proposals, or agreement among the parties, as to the constitution of the arbitral tribunal, the seat of the arbitration, the law applicable to the substance of the dispute, and the language(s) of the arbitration;
- (g) the filing fee prescribed by the Sports Arbitration Fee Schedule (the “Filing Fee”), or confirmation that the Filing Fee has been or is being paid to the Chamber; and
- (h) confirmation that copies of the Request and all accompanying documents have been or are being submitted to all other parties, with documentary proof of submission to be provided either with the Request or as soon as practicable thereafter.

2.3 The Request may, but need not, be submitted to the Chamber using the Chamber’s online filing form located at www.bcdr-aaa.org

2.4 If the Request is submitted by non-electronic means and the appointment of a sole arbitrator is contemplated by the Arbitration Agreement or any other written agreement, or if not so contemplated, proposed by the Claimant, the Request and all accompanying documents shall be submitted to the Chamber in two copies; or if the appointment of an arbitral tribunal of three arbitrators is contemplated or proposed as above, in four copies. The Chamber may at any time direct the Claimant to submit additional copies of the Request.

3 Response to the Request for Arbitration

3.1 Within 30 days after the commencement of the arbitration in accordance with Article 11, the Respondent shall submit to the Chamber, and at the same time to all other parties to the arbitration, a written Response to the Request for Arbitration (the “Response”).

3.2 The Response shall include, or be accompanied by:

- (a) the name, nationality, postal address, e-mail address and telephone number of each Respondent, and of each Respondent’s authorized representative (if any);
- (b) a statement of defence, confirming or denying, in full or in part, any claim made by the Claimant in the Request, together with the factual and legal basis for, and all documents essential, to such confirmation or denial;
- (c) a statement of counterclaim, if any, detailing the circumstances giving rise to the counterclaim, the relief or remedy sought and the actual or estimated value of any monetary counterclaim, together with the factual and legal basis for the entitlement to such relief or remedy, and all documents essential to the counterclaim;
- (d) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the parties, the full name, postal address, e-mail address and, if known, the telephone number of the arbitrator nominated by the Respondent from the Roster available at [LINK];
- (e) any response to any statement made by the Claimant in the Request as to the constitution of the arbitral tribunal, the seat of the arbitration, the law applicable to the substance of the dispute, and the language(s) of the arbitration; and

(f) confirmation that copies of the Response and all accompanying documents have been or are being submitted to all other parties, with documentary proof of submission to be provided either with the Response or as soon as practicable thereafter.

3.3 The Response may, but need not, be submitted to the Chamber using the Chamber's online filing form located at www.bcdr-aaa.org

3.4 If the Response is submitted by non-electronic means and the appointment of a sole arbitrator is contemplated by the Arbitration Agreement or any other written agreement or, if not so contemplated, proposed by the Respondent, the Response and all accompanying documents shall be submitted to the Chamber in two copies. If the appointment of an arbitral tribunal of three arbitrators is contemplated or proposed as above, the Response and all accompanying documents shall be submitted to the Chamber in four copies. The Chamber may at any time direct the Respondent to submit additional copies of the Response.

3.5 The Chamber may extend the time limit established in this Article for the submission of a Response if it considers such extension justified.

3.6 Failure by a Respondent to submit a Response shall not prevent the arbitration from proceeding.

4 Defence to Counterclaim

4.1 In the event the Respondent has made a counterclaim in the Response, the Claimant may, within 30 days after receipt by the parties of the written notification of the appointment of the arbitral tribunal by the Chamber, submit to all other parties and to the arbitral tribunal, with copy to the Chamber, a written Defence to Counterclaim accompanied by all documents essential to the defence (the "Defence to Counterclaim").

4.2 The arbitral tribunal may extend the time limit established in this Article for the submission of any Defence to Counterclaim if it considers such extension justified.

4.3 Failure by a Claimant to submit a Defence to Counterclaim shall not prevent the arbitration from proceeding.

5 Further written statements

Subject to any alternative written agreement between all the parties, or alternative directions of the arbitral tribunal, the parties shall not submit any written statements other than the Request for Arbitration, the Response and any Defence to Counterclaim.

Section 3 Appeals Arbitration

6 Notice of Appeal

- 6.1** A party wishing to initiate an appeal under the Sports Arbitration Rules (if one, the “Appellant”; if more than one, each an “Appellant”) against a decision of a sporting body, or as otherwise permitted by applicable statutes or regulations, shall submit to the Chamber, and at the same time to all other parties to the appeal (if one, the “Appellee”; if more than one, each an “Appellee”), a written Notice of Appeal (the “Notice of Appeal”).
- 6.2** No party may file a Notice of Appeal under the Sports Arbitration Rules until all prior legal remedies provided for in the statutes or regulations of the relevant sporting body have been exhausted.
- 6.3** The Notice of Appeal shall be submitted within the time limit prescribed by the Arbitration Agreement, or, in the absence of such time limit, within 21 days from the receipt by the Appellant of the decision to be appealed.
- 6.4** The Notice of Appeal shall include, or be accompanied by:
- (a) the name, nationality, postal address, e-mail address and telephone number of each Appellant and of their authorized representative, if any, and the name and postal address, and if and to the extent known, the e-mail address and telephone number of each other party to the Appeals Arbitration, and of their authorized representative;
 - (b) a copy of the Arbitration Agreement conforming to Article 1;
 - (c) details of, and where available, a copy of, the decision being appealed;
 - (d) a statement summarizing the nature and grounds of the appeal, and if applicable, an application to stay the execution of the decision being appealed;
 - (e) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the parties, the full name, postal address, e-mail address and, if known, the telephone number of the arbitrator nominated by the Appellant from the Roster available at [LINK];
 - (f) a statement as to any proposals, or agreement among the parties, as to the constitution of the arbitral tribunal, the seat of the Appeals Arbitration, the law applicable to the substance of the dispute, and the language(s) of the Appeals Arbitration;

- (g) the filing fee prescribed by the Sports Arbitration Fee Schedule (the “Filing Fee”), or confirmation that the Filing Fee has been or is being paid to the Chamber; and
- (h) confirmation that copies of the Notice of Appeal and all accompanying documents have been or are being submitted to all other parties, with documentary proof of submission to be provided either with the Notice of Appeal or as soon as practicable thereafter.

6.5 The Notice of Appeal may, but need not, be submitted to the Chamber using the Chamber’s online filing form located at www.bcdr-aaa.org

6.6 If the Notice of Appeal is submitted by non-electronic means and the appointment of a sole arbitrator is contemplated by the Arbitration Agreement or any other written agreement or, if not so contemplated, proposed by the Appellant, the Notice of Appeal and all accompanying documents shall be submitted to the Chamber in two copies; or if the appointment of an arbitral tribunal of three arbitrators is contemplated or proposed as above, in four copies. The Chamber may at any time direct the Appellant to submit additional copies of the Notice of Appeal.

7 Statement of Appeal

Within 10 days after the Date of Commencement of the Appeals Arbitration in accordance with Article 11, the Appellant shall:

- (a) submit to the Chamber, and the same time to all other parties to the arbitration, a Statement of Appeal, setting out in detail the remedies sought and the amount of any monetary claim, together with the factual and legal basis for the Appellant’s entitlement to such remedies, and accompanied by all documents essential to the appeal; or
- (b) give notice in writing to the Chamber and to all other parties that the Notice of Appeal shall stand as the Appellant’s Statement of Appeal.

8 Response to the Statement of Appeal

8.1 Within 21 days after receipt by the Appellee of the Statement of Appeal or of the Appellant’s confirmation that the Notice of Appeal shall stand as the Statement of Appeal, the Appellee shall submit to the Chamber, and at the same time to all other parties to the Appeals Arbitration, a written Response to the Statement of Appeal (the “Response”).

- 8.2** The Response shall include, or be accompanied by:
- (a) the name, nationality, postal address, e-mail address and telephone number of each Appellee, and of each Appellee's authorized representative (if any);
 - (b) the Appellee's response to the grounds for appeal invoked by the Appellant and any claim made by the Appellant in the Statement of Appeal, together with the factual and legal basis for, and all documents essential, to such response;
 - (c) if the Arbitration Agreement, or any other written agreement, calls for the nomination of arbitrators by the parties, the full name, postal address, e-mail address and, if known, the telephone number of the arbitrator nominated by the Appellee from the Roster available at [LINK];
 - (d) any response to any statement made by the Appellant in the Notice of Appeal or the Statement of Appeal as to the constitution of the arbitral tribunal, the seat of the arbitration, the law applicable to the substance of the dispute, and the language(s) of the arbitration; and
 - (e) confirmation that copies of the Response and all accompanying documents have been or are being submitted to all other parties, with documentary proof of submission to be provided either with the Response or as soon as practicable thereafter.
- 8.3** The Response may, but need not, be submitted to the Chamber using the Chamber's online filing form located at www.bcdr-aaa.org
- 8.4** If the Response is submitted by non-electronic means and the appointment of a sole arbitrator is contemplated by the Arbitration Agreement or any other written agreement or, if not so contemplated, proposed by the Appellee, the Response and all accompanying documents shall be submitted to the Chamber in two copies. If the appointment of an arbitral tribunal of three arbitrators is contemplated or proposed as above, the Response and all accompanying documents shall be submitted to the Chamber in four copies. The Chamber may at any time direct the Appellee to submit additional copies of the Response.
- 8.5** The Chamber may extend the time limit established in this Article for the submission of any Response if it considers such extension justified.
- 8.6** Failure by an Appellee to submit a Response shall not prevent the arbitration from proceeding.

9 Further written statements

Subject to any alternative written agreement between the parties, or alternative directions of the arbitral tribunal, the parties shall not submit any written statements other than the Notice of Appeal, the Statement of Appeal and the Response.

10 Power to uphold, annul or amend

In addition to its other powers under the Sports Arbitration Rules, the arbitral tribunal has the power to uphold, annul or amend the decision that is being appealed by the Appellant.

Section 4 Commencement

11 Date of Commencement

Provided always that the Chamber is *prima facie* satisfied that an Arbitration Agreement conforming to Article 1 may exist, the arbitration shall be deemed to have commenced on the date on which the Chamber has received the Request for Arbitration or the Notice of Appeal, in accordance with Article 2 or Article 6, as the case may be, and the corresponding Filing Fee, and the Chamber shall advise all the parties accordingly, in writing.

Section 5 Arbitral tribunal

12 Number and nationality of arbitrators

12.1 The arbitral tribunal shall consist of one or three arbitrators appointed exclusively from the Roster available at [LINK].

12.2 If the parties do not agree in writing on the number of arbitrators, one arbitrator shall be appointed unless the Chamber determines that three arbitrators should be appointed, taking account of all the circumstances of the dispute or appeal.

12.3 Where the parties are of different nationalities, a person who has the nationality of any of the parties may be appointed as a sole or presiding arbitrator only with the written agreement of all the parties or, absent such agreement, if the Chamber so determines, taking account of all the circumstances of the dispute or appeal.

13 Appointment of arbitrators

13.1 The Chamber alone may appoint arbitrators, taking account of any nominations from the Roster made by the parties.

- 13.2** When appointing an arbitrator, the Chamber shall also consider the nature of the dispute or appeal, the applicable law, the seat of the arbitration, the language(s) of the arbitration, the nationalities of the parties and of the prospective arbitrator, the prospective arbitrator's availability to conduct the arbitration, any relationships between the prospective arbitrator, the parties and any other arbitrator, and all other circumstances of the dispute or appeal.
- 13.3** The appointment of the arbitral tribunal shall be promptly confirmed by the Chamber to the parties and to the arbitral tribunal in a written notice of appointment.
- 13.4** If a sole arbitrator is to be appointed, the parties may jointly nominate an arbitrator from the Roster in writing, for appointment by the Chamber.
- 13.5** If, within 15 days after the submission of a Response in accordance with Article 3 or Article 8, as the case may be, or, if no Response is submitted, within 15 days after the time for submission of a Response has elapsed, the parties have not jointly nominated a sole arbitrator, the Chamber shall select and appoint the arbitrator.
- 13.6** If the Arbitration Agreement or any other written agreement provides for the appointment of three arbitrators and for the nomination of arbitrators by the parties, and the Claimant or the Appellant fails to nominate an arbitrator in accordance with Article 2.2(e) or Article 6.4(e), as the case may be, or the Respondent or the Appellee in accordance with Article 3.2(d) or Article 8.2(c), as the case may be, the Chamber shall select and appoint the arbitrator or arbitrators on behalf of the defaulting party or parties.
- 13.7** If the Arbitration Agreement or any other written agreement provides for the appointment of three arbitrators without reference to the nomination of arbitrators by the parties, the parties may each nominate an arbitrator from the Roster in writing, for appointment by the Chamber. If, however, within 15 days after the submission of a Response in accordance with Article 3 or Article 8, as the case may be, or, if no Response is submitted, within 15 days after the time for submission of a Response has elapsed, any party has not nominated an arbitrator, the Chamber shall select and appoint the arbitrator or arbitrators on behalf of the defaulting party or parties.
- 13.8** The parties may agree in writing on the method for nominating the presiding arbitrator, provided that if, within 15 days after the submission of the Response in accordance with Article 3 or Article 8, or, if no Response is submitted, within 15 days after the time for submission of a Response has elapsed, the parties have not agreed on the method for nominating the presiding arbitrator, or if the nomination cannot for any reason, in the judgment of the Chamber, be made in accordance with the method agreed, the Chamber shall select and appoint the presiding arbitrator.

13.9 If the dispute or appeal is to be referred to three arbitrators, and the parties have agreed in writing that each party shall nominate an arbitrator and there are multiple Claimants or Respondents, or Appellants or Appellees, as the case may be, the multiple parties on each side, whether as Claimant or Respondent, or Appellant or Appellee, shall jointly nominate an arbitrator, failing which the Chamber shall select and appoint the arbitral tribunal without reference to any party's nomination.

14 Impartiality and independence of arbitrators

14.1 All arbitrators shall be and shall remain at all times impartial and independent of the parties, and no arbitrator shall act as advocate for any party.

14.2 No party or anyone acting on behalf of any party shall have any *ex parte* communication relating to the dispute or the appeal with any candidate arbitrator, except to inform the candidate of the general nature of the dispute or appeal, to discuss the candidate's availability and to ascertain whether there might be any conflicts of interest, or, with the written agreement of all parties, to discuss the suitability of candidates from the Roster for nomination as presiding arbitrator where the parties or party-nominated arbitrators are to participate in that selection.

14.3 After the appointment of the arbitral tribunal, no party or anyone acting on behalf of any party shall have any *ex parte* communication with the arbitral tribunal or any of its members.

14.4 Prior to accepting appointment, an arbitrator shall provide to the Chamber a curriculum vitae and shall sign a statement of impartiality and independence in which the arbitrator shall disclose to the Chamber any circumstances that may give rise to justifiable doubts as to their impartiality or independence and shall confirm their availability to conduct the arbitration in a timely fashion.

14.5 In the event of any disclosure made pursuant to Article 14.4, the Chamber shall either provide the arbitrator's disclosure to the parties prior to the appointment of the arbitral tribunal, notifying a time limit for any comments thereon, or proceed with the appointment and provide the disclosure at the time it notifies the parties of the appointment of the arbitral tribunal, without prejudice to any party's entitlement to challenge an arbitrator pursuant to Article 15. If, in light of comments received from the parties, the Chamber determines that the appointment of an arbitrator shall not proceed, an alternative arbitrator will be selected by the same method by which the arbitrator that they replace was selected.

14.6 If, at any stage during the arbitration, circumstances emerge that may give rise to justifiable doubts as to an arbitrator's independence or impartiality, the arbitrator shall disclose such circumstances to the parties, to any other members of the arbitral tribunal and to the Chamber, without delay.

14.7 Disclosure by an arbitrator does not indicate belief by the arbitrator that the disclosed information does in fact give rise to justifiable doubts as to the arbitrator's impartiality or independence.

15 Challenge of an arbitrator

15.1 Any arbitrator may be challenged by a party if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, provided that, following the appointment of the arbitral tribunal, the parties may challenge an arbitrator nominated by them, or in whose appointment they have participated, only for reasons of which they become aware after the appointment of the arbitral tribunal.

15.2 A party that intends to challenge an arbitrator shall submit to the Chamber, to all other parties and to the arbitral tribunal a written challenge, stating the facts and circumstances on which the challenge is made, within 15 days after the date on which that party became aware of those facts and circumstances. A party that fails to challenge an arbitrator within this 15-day time limit waives the right to make the challenge.

15.3 The appointment of an arbitrator who is challenged shall be revoked by the Chamber if the arbitrator resigns or if all parties agree in writing with the challenge. Neither case shall imply the acceptance of the validity of the challenge.

15.4 If within 15 days after the date of receipt of the challenge all parties do not agree with the challenge or the challenged arbitrator does not resign, the Chamber shall determine the challenge, after having requested, if it considers it to be necessary and appropriate, further information on the challenge from the challenged arbitrator, the parties and any other members of the arbitral tribunal.

15.5 The Chamber's decision shall be in writing, shall be final, shall include reasons and shall be transmitted to the challenged arbitrator, to the parties and to any other members of the arbitral tribunal.

15.6 If the appointment of an arbitrator is revoked as a consequence of a challenge, the Chamber shall determine whether any fees and expenses should be paid to the arbitrator for their services.

15.7 The costs of any challenge shall form part of the costs of the arbitration for the purposes of Article 41.

16 Replacement of an arbitrator

16.1 The appointment of an arbitrator shall be revoked by the Chamber and that arbitrator shall be replaced if:

- (a) the arbitrator tenders their resignation in writing and the Chamber accepts the resignation;
- (b) the arbitrator is removed following a challenge;
- (c) all the parties request the Chamber in writing, stating reasons, that the appointment be revoked; or
- (d) the Chamber on its own initiative determines that the arbitrator is no longer able to fulfill their functions, is not acting independently or impartially towards a party, or is not participating in the arbitration in accordance with the arbitral tribunal's duties under Articles 18.1 and 18.2.

16.2 When the Chamber is considering replacing an arbitrator pursuant to Article 16.1(d) , it shall invite that arbitrator, the parties and any other members of the arbitral tribunal to provide comments in writing within a reasonable period of time as specified by the Chamber.

16.3 When an arbitrator is to be replaced pursuant to Article 16.1, or in the event of the death of an arbitrator, the Chamber may, but is not required to, follow the original nominating procedure.

16.4 Once the replacement arbitrator has been appointed, the proceedings shall be resumed at the stage at which the replaced arbitrator ceased performing their functions, unless the arbitral tribunal determines otherwise after giving the parties a reasonable opportunity to comment.

17 Jurisdiction

17.1 The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Agreement, or with respect to whether all the claims and counterclaims made in the arbitration may be determined in a single arbitration.

17.2 The Arbitration Agreement shall be treated as an agreement independent of all other terms of the contract, statute or regulations from which the Arbitration Agreement arises. A decision by the arbitral tribunal that the contract containing the Arbitration Agreement is null and void shall not, for that reason alone, render the Arbitration Agreement invalid.

17.3 A party shall raise an objection to arbitral jurisdiction no later than the time that the Response prescribed by Article 3 or Article 8, as the case may be is due if the objection relates to a claim or an appeal, and no later than the time that the Defence to Counterclaim prescribed by Article 4 is due if the objection relates to a counterclaim.

The arbitral tribunal has the power to extend these time limits and may rule on any objection under this Article as a preliminary matter or as part of the final award.

- 17.4** Subject to Article 11, issues regarding arbitral jurisdiction raised prior to the appointment of the arbitral tribunal shall not preclude the Chamber from proceeding with the administration of the arbitration and shall be referred to the arbitral tribunal, once appointed, for determination.

Section 6 Arbitral proceedings

18 Conduct of the arbitration

- 18.1** Subject to the Sports Arbitration Rules, the arbitral tribunal may conduct the arbitration in whatever manner it considers appropriate, including making decisions on preliminary issues and bifurcation of the proceedings, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present their case.
- 18.2** The arbitral tribunal shall conduct the proceedings with a view to expediting the resolution of the dispute or the appeal process, avoiding unnecessary delay and expense, and may at any time issue appropriate directions to achieve these objectives.
- 18.3** The arbitral tribunal shall, promptly after being appointed, conduct a preliminary conference with the parties, in person or by any electronic means directed by the arbitral tribunal that allows all those who are to participate in the conference to do so irrespective of physical location, for the purposes of organizing, scheduling, and agreeing to procedures, including the setting of deadlines for any submissions by the parties. In establishing procedures for the case, the arbitral tribunal and the parties shall consider how technology, including electronic communications, might be used to increase the efficiency and economy of the proceedings.
- 18.4** The parties shall make every effort to avoid unnecessary delay and expense in the arbitration.
- 18.5** The arbitral tribunal may allocate costs, draw adverse inferences, and take such additional steps as may be necessary to protect the efficiency and integrity of the arbitration.
- 18.6** The arbitral tribunal may at any time recommend that a resolution of the dispute or the appeal be sought through mediation in accordance with the Chamber's Mediation Rules.

19 Written communications and time limits

- 19.1** Any written communication by any party (including their authorized representative), by the arbitral tribunal, or by the Chamber, to any or all of these shall be delivered personally; by courier; by registered mail; or by e-mail, facsimile, or any other form of electronic communication that provides a record of its transmission.
- 19.2** For the purpose of calculating a period of time under the Sports Arbitration Rules, such period shall begin to run on the day following the day when a written communication is received by the intended recipient. If the last day of such period is an official holiday or a non-business day at the place of the intended recipient, the period is extended until the first business day that follows. Official holidays and non-business days occurring during the running of the period of time are included in calculating the period.
- 19.3** A written communication that is sent in accordance with the provisions of this Article shall be treated as having complied with any time limit if it is sent prior to or on the date of the expiry of the time limit.
- 19.4** Unless otherwise directed by the arbitral tribunal, any written communication delivered to an address notified by any party for these purposes, or, if no such notice has been given, to the last known address of such party, shall be treated as having been received by that party.
- 19.5** Once the arbitral tribunal has been appointed, the parties, including their authorized representatives, shall communicate in writing directly with the arbitral tribunal, with simultaneous copies to all other parties and to the Chamber.

20 Place of arbitration

- 20.1** The parties may agree in writing on the place of arbitration. If they do not agree, the place of arbitration may initially be determined by the Chamber, prior to the appointment of the arbitral tribunal, subject to the power of the arbitral tribunal, once appointed, finally to determine the place of arbitration.
- 20.2** The law governing the arbitration shall be that of the place of arbitration unless the parties have validly agreed in writing otherwise.
- 20.3** The arbitral tribunal may meet, in person or by electronic means, wherever it deems appropriate for any purpose, (and if by electronic means, by such means as to allow all those who are to participate to do so irrespective of physical location), including to conduct hearings, hold conferences, hear witnesses, inspect property or documents, or deliberate, and, if done elsewhere than the place of arbitration, the arbitration shall be deemed conducted at the place of arbitration and any award shall be deemed made at the place of arbitration.

21 Applicable law

- 21.1** The arbitral tribunal shall apply the rules of law agreed by the parties as applicable to the substance of the dispute or appeal. Failing such agreement, the arbitral tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.
- 21.2** In arbitrations involving the performance of contracts, statutes or regulations, the arbitral tribunal shall decide in accordance with the terms of the contract, statute or regulations.
- 21.3** The arbitral tribunal shall not decide any dispute or any appeal as *amiable compositeur* or *ex aequo et bono* unless the parties have expressly authorized it in writing to do so.

22 Language of arbitration

- 22.1** The language or languages of the arbitration shall be the language, languages or prevailing language of the Arbitration Agreement, unless the parties agree otherwise in writing, subject to determination by the arbitral tribunal once appointed.
- 22.2** The arbitral tribunal may order that any documents delivered in a language other than the language(s) of the arbitration shall be accompanied by a translation into the language(s) of the arbitration, and shall determine the arrangements for such translations.

23 Party representation

- 23.1** Any party may be represented in the arbitration by any authorized representative whose full name, postal address, e-mail address and telephone number have been notified in writing to the Chamber, to all other parties, and (once appointed) to the arbitral tribunal, provided that there shall be no addition to any party's authorized representatives following the appointment of the arbitral tribunal without the prior written approval of the arbitral tribunal.
- 23.2** The arbitral tribunal may decline to approve an addition to any party's authorized representatives if, on proper disclosure, a relationship exists between the proposed additional authorized representative and any member of the arbitral tribunal that would create a conflict of interests that may in the judgement of the arbitral tribunal jeopardize the composition of the arbitral tribunal or the integrity of the proceedings.
- 23.3** Any party represented by an authorized representative shall provide written confirmation of this representation to the Chamber and, once appointed, the arbitral tribunal.
- 23.4** Every party shall require its authorized representatives to agree that they shall not:

- (a) engage in any *ex parte* communication with any member of the arbitral tribunal;
- (b) knowingly make any false statement to the arbitral tribunal;
- (c) knowingly submit any false witness evidence to the arbitral tribunal, nor encourage or assist any witness to give false evidence;
- (d) suppress or conceal any document that the party instructing that authorized representative has undertaken, or has been ordered by the arbitral tribunal, to produce; or
- (e) otherwise conduct themselves in a manner likely or calculated to obstruct or jeopardize the integrity of the arbitral proceedings, or to create unnecessary delay or expense.

23.5 If the arbitral tribunal, having given the parties a reasonable opportunity to express their views, determines that any authorized representative has breached any of the rules set out at Article 23.4, the arbitral tribunal may:

- (a) issue a written admonition to the authorized representative, including a warning as to their future conduct in the arbitration;
- (b) draw such inferences as the arbitral tribunal may consider appropriate in considering the evidence or statements submitted by the authorized representative;
- (c) consider any effect that the actions of the authorized representative should have on the apportionment of the costs of the arbitration, including the parties' legal costs; and
- (d) take any other measures that the arbitral tribunal considers appropriate to preserve the fairness and integrity of the arbitration.

23.6 In determining whether to exercise any of the measures available under Article 23.5, the arbitral tribunal shall take into account the nature and seriousness of the breach; the potential impact of the exercise of the sanction on the rights of the parties, and on the enforceability of any award; and such other matters as it considers appropriate in the circumstances of the case.

23.7 The provisions of this Article do not displace any applicable mandatory laws or professional or disciplinary rules to which any authorized representative may be subject.

24 Hearings and witnesses

- 24.1** The arbitral tribunal shall give the parties reasonable notice of the date, time and place of any oral hearing. Hearings or meetings may be conducted in person or by any electronic means directed by the arbitral tribunal that allows all those who are to participate in the hearing or meeting to do so irrespective of physical location.
- 24.2** At least 15 days before the hearing, each party shall give the arbitral tribunal and the other parties the name and address of any witness they intend to present, the subject of the witness's testimony and the language in which such witness will give their testimony.
- 24.3** The arbitral tribunal shall determine the manner in which witnesses, including expert witnesses, are examined and who shall be present during witness examination.
- 24.4** Unless otherwise agreed by the parties or directed by the arbitral tribunal, evidence of witnesses may be presented in the form of written statements signed by them.
- 24.5** In accordance with a schedule set by the arbitral tribunal, each party shall notify the arbitral tribunal and the other parties of the names of any witnesses who have presented a written witness statement whom they wish to examine.
- 24.6** The arbitral tribunal may require any witness to appear at a hearing. If a witness whose appearance has been requested fails to appear without valid excuse as determined by the arbitral tribunal, the arbitral tribunal may disregard any written statement of that witness.
- 24.7** The arbitral tribunal may direct the order of the presentation of evidence, exclude irrelevant testimony or other evidence, and direct the parties to focus their presentations on issues whose resolution could dispose of all or part of the case.
- 24.8** Subject to Article 24.9, hearings shall not be held in public unless the parties agree otherwise, or the applicable law provides to the contrary.
- 24.9** If the dispute or appeal relates to a disciplinary matter, the arbitral tribunal may, at the request of a party who is a physical person, and having consulted the Chamber and all other parties, order that a hearing be held in public. In determining whether to hold a hearing in public, the arbitral tribunal shall take into account all such matters as it considers appropriate, including the nature of the questions to be addressed during the hearing, and the interests of justice and of public order.
- 24.10** If a party, duly notified in accordance with Article 24.1, fails to appear at a hearing without showing sufficient cause for such failure to the satisfaction of the arbitral tribunal, the arbitral tribunal may proceed with the hearing in the absence of such party.

25 Exchange of information

- 25.1** The arbitral tribunal shall manage the exchange of information between the parties with a view to maintaining time and cost efficiency, and at any time during the proceedings the arbitral tribunal may order the parties to produce documents, exhibits, or any other evidence it deems necessary or appropriate.
- 25.2** The arbitral tribunal may, upon written application of any party, require a party to make available to all other parties documents in that party's possession not otherwise available to the party seeking the documents that are reasonably believed to exist and to be relevant and material to the outcome of the arbitration. Requests for documents shall contain a description of specific documents or classes of documents, along with an explanation of their relevance and materiality to the outcome of the arbitration.
- 25.3** Documents or information submitted to the arbitral tribunal by one party shall at the same time be transmitted by that party to all parties and, unless otherwise instructed by the Chamber, to the Chamber.
- 25.4** The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of any evidence.
- 25.5** In the event a party fails to comply with an order for information exchange, the arbitral tribunal may draw adverse inferences and may take such failure into account in allocating costs.

26 Tribunal-appointed experts

- 26.1** The arbitral tribunal, after consultation with the parties, may appoint one or more independent experts to report to the arbitral tribunal, in writing, on issues designated by the arbitral tribunal and to be communicated to the parties.
- 26.2** Prior to accepting appointment, an expert to be appointed by the arbitral tribunal shall provide to the arbitral tribunal, the parties and the Chamber a curriculum vitae and shall sign a statement of impartiality and independence in which the expert shall disclose any circumstances that may give rise to justifiable doubts as to their impartiality or independence.
- 26.3** A tribunal-appointed expert may be challenged if circumstances exist that give rise to justifiable doubts as to their impartiality or independence, in which case the provisions of Article 15 will apply.
- 26.4** The parties shall provide the expert with any relevant information or produce for inspection any relevant documents or goods that the expert may require. Any dispute as to the relevance or accessibility of the requested information or goods shall be referred to the arbitral tribunal for determination.

- 26.5** Upon receipt of an expert's report, the arbitral tribunal shall send a copy of the report to all parties and shall give the parties an opportunity to express, in writing, their opinion of the report. A party may examine any document on which the expert has relied in their report.
- 26.6** At the request of any party, the arbitral tribunal shall give the parties an opportunity to question the expert at a hearing, at which the parties may present expert witnesses to testify on the points at issue, subject to the provisions of Article 24.

Section 7 Emergency and interim measures

27 General provisions

- 27.1** In agreeing to submit any dispute or appeal to the Chamber under the Sports Arbitration Rules, the parties waive the right to request any emergency measure of protection or other interim measures from any state authority or court.
- 27.2** No party may apply for the appointment of an emergency Arbitrator pursuant to Article 28 or for interim measures pursuant to Article 29 before all internal legal remedies provided for in the statutes or regulations of the relevant federation, association or other sporting body have been exhausted.

28 Emergency measures

- 28.1** Subject to Article 27.2, at any time concurrent with or following the submission of a Request for Arbitration in accordance with Article 2, or a Notice of Appeal in accordance with Article 6, and prior to the appointment of the arbitral tribunal, any party may apply in writing to the Chamber, with simultaneous copy to all other parties, for the appointment of an emergency arbitrator to grant emergency measures, setting out the nature of the measures sought; the reasons why such measures are required on an emergency basis; and the legal basis of the applicant party's entitlement to such measures. This application may be made by any of the means set out in Article 19.1 and shall include a statement confirming that all other parties have been notified of the application.
- 28.2** The application shall be accompanied by the Emergency Arbitrator Fee prescribed by the Sports Arbitration Fee Schedule, or by confirmation that the Emergency Arbitrator Fee has been or is being paid to the Chamber, without the actual receipt of which the application shall be treated as not having been received.
- 28.3** Subject to Articles 27.2, 28.1, 28.2 and 11, within two business days after receipt of an application for emergency measures, or as soon as practicable thereafter, the Chamber shall appoint a sole emergency arbitrator from the Roster to consider the application and shall promptly confirm the appointment to the parties and to the emergency arbitrator in a written notice of appointment.

- 28.4** Prior to accepting appointment, a prospective emergency arbitrator shall disclose to the Chamber any circumstances that may give rise to justifiable doubts as to their impartiality or independence. In the event any such circumstances are disclosed or the prospective emergency arbitrator cannot confirm their immediate availability, the Chamber shall not proceed with the appointment, but shall appoint an arbitrator who has no such circumstances to disclose and who is immediately available. If, notwithstanding the above, a party wishes to challenge the appointment of the emergency arbitrator, the challenge shall be made in writing within two business days after the notification by the Chamber to the parties of the appointment of the emergency arbitrator, and the challenge shall be determined by the Chamber and its decision notified to the parties in writing within two additional business days, or as soon as practicable thereafter.
- 28.5** Subject to the Sports Arbitration Rules, the emergency arbitrator may conduct the emergency proceedings as they consider suitable to the nature and circumstances of the application, and shall as soon as possible establish, and communicate to the parties in writing, a schedule for the determination of the application. This schedule shall provide a reasonable opportunity to all parties to be heard on the application, and may provide for an oral hearing, in person or by telephone or video conference, and for written submissions.
- 28.6** In cases of utmost urgency, as determined by the emergency arbitrator, the emergency arbitrator may order or award emergency measures solely upon the presentation of the application to grant emergency measures, provided that all parties are subsequently heard and subject to the emergency arbitrator's power to confirm, reconsider, modify or vacate their order or award.
- 28.7** The emergency arbitrator shall have the authority vested in the arbitral tribunal under Article 17, including the authority to rule on their own jurisdiction, and may rule on any dispute concerning the applicability of this Article 28.
- 28.8** The emergency arbitrator shall have the power to order or award any interim or conservatory measure that they deem necessary, including injunctive relief and measures for the protection or conservation of property. Any such order or award shall include reasons and shall be binding on the parties when rendered. The parties undertake to comply with any such interim order or award without delay.
- 28.9** The emergency arbitrator shall decide the application for emergency measures as soon as practicable, but no later than 15 days after their appointment, unless this time limit is extended by written agreement of all parties, or by the Chamber upon written request from the emergency arbitrator stating reasons for the extension.

28.10 An order or award made pursuant to this Article may be made conditional on the provision by the applicant party of security for the costs of the application on such terms and in such form as the emergency arbitrator deems appropriate.

28.11 The emergency arbitrator shall retain one signed original of the order or award and shall transmit to the Chamber:

- (a) an electronic copy of the signed order or award for immediate onward transmission by the Chamber to the parties; and
- (b) as many signed originals as there are parties, plus one signed original for the Chamber, which shall communicate the order or award to the parties as soon as practicable.

28.12 The emergency arbitrator shall have no further power to act in this capacity after the arbitral tribunal has been appointed.

28.13 The costs associated with any application for emergency measures shall form part of the costs of the arbitration for the purposes of Article 41 and shall initially be apportioned by the emergency arbitrator, subject to the power of the arbitral tribunal to determine finally the apportionment of such costs in an award.

28.14 Once the arbitral tribunal has been appointed, it may confirm, reconsider, modify or vacate any interim award or order for emergency measures issued by the emergency arbitrator.

28.15 The emergency arbitrator may not serve as a member of the arbitral tribunal, unless all parties to the arbitration agree in writing otherwise.

28.16 The request to appoint an emergency arbitrator may, but need not, be submitted to the Chamber using the Chamber's online filing form located at www.bcdr-aaa.org

29 Interim measures of protection

29.1 On the written application of any party, the arbitral tribunal shall have the power to order or award any interim or conservatory measures it deems necessary, including injunctive relief and measures for the protection or conservation of property. Any such order or award shall include reasons.

29.2 An order or award made pursuant to this Article may be made conditional on the provision by the applicant party of security for the costs of the application on such terms and in such form as the arbitral tribunal deems appropriate.

29.3 The arbitral tribunal may in its discretion allocate costs associated with applications for interim relief in any such order or award.

29.4 An application for emergency measures of protection prior to the appointment of the arbitral tribunal may be made as provided for in Article 28.

Section 8 Joinder, consolidation and intervention

30 Joinder

30.1 A party wishing to join an additional party to the arbitration shall submit to the Chamber, if the arbitral tribunal is not yet appointed, or to the arbitral tribunal if already appointed, and at the same time to all other parties to the arbitration and to the additional party, a written request for arbitration against the additional party (the “Request for Joinder”), including or accompanied by all the items prescribed for a Request for Arbitration in Article 2 or Notice of Appeal in Article 6, as the case may be.

30.2 The additional party shall submit a response to the Request for Joinder (the “Response to Request for Joinder”), the time limit, form and content of which shall be as prescribed for a Response to the Request for Arbitration in Article 3 or a Response to the Statement of Appeal in Article 8 , as the case may be.

30.3 No additional party shall be joined pursuant to Article 30.1 unless the Chamber is *prima facie* satisfied that an Arbitration Agreement conforming to Article 1 may exist between all the parties, including the additional party, and provided always that:

- (a) the additional party shall not be joined after the appointment of the arbitral tribunal unless all parties to the arbitration and the additional party so agree in writing, and further agree that the additional party shall waive any right to participate in the selection of the arbitral tribunal that the additional party would or might have had, if they had been joined prior to the appointment of the arbitral tribunal; and
- (b) the arbitral tribunal, after consultation with the parties, determines that the additional party should be joined, taking into account the stage of the arbitration, the interests of justice and efficiency, and such other matters as it considers appropriate in the circumstances of the case.

30.4 A Request for Joinder and a Response to Request for Joinder may, but need not, be submitted to the Chamber using the Chamber’s online filing form located at www.bcdr-aaa.org

31 Consolidation

- 31.1** On the application of any party, the Chamber may, in its discretion and after consultation with the parties, consolidate two or more arbitrations subject to the Sports Arbitration Rules into a single arbitration, provided that no arbitral tribunal has yet been appointed in any of the arbitrations to be consolidated and either
- (a) all parties to the arbitrations to be consolidated have agreed in writing to consolidation; or
 - (b) the arbitrations to be consolidated have been commenced pursuant to the same Arbitration Agreement; or
 - (c) the arbitrations to be consolidated have been commenced under more than one arbitration agreement, but the arbitrations involve the same parties, the disputes in the arbitrations arise in connection with the same legal relationship and the Chamber determines that the arbitration agreements are compatible.
- 31.2** Following the appointment of the arbitral tribunal, the arbitral tribunal shall, on the application of any party, and having consulted all the parties, have the power to consolidate two or more arbitrations commenced under these Sports Arbitration Rules into a single arbitration, provided that no arbitral tribunal has been appointed in the other arbitration or arbitrations, or, if appointed, is the same arbitral tribunal as the arbitral tribunal appointed in the arbitration that commenced first; and either
- (a) all parties to the arbitrations to be consolidated have agreed in writing to consolidation; or
 - (b) all claims and counterclaims in the arbitrations are made under the same arbitration agreement; or
 - (c) if the claims and counterclaims in the arbitrations are made under more than one arbitration agreement, the arbitrations involve the same parties, the disputes in the arbitrations arise in connection with the same legal relationship and the arbitral tribunal determines that the arbitration agreements are compatible.
- 31.3** In determining whether to consolidate two or more arbitrations pursuant to Article 31.1 or Article 31.2, the Chamber or the arbitral tribunal, as the case may be, shall take into account the stage of the arbitrations, the interests of justice and efficiency, and such other matters as they consider appropriate in the circumstances of the case.

31.4 When arbitrations are consolidated pursuant to Article 31.1 or Article 31.2, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed in writing by all parties, or unless otherwise determined by the Chamber or the arbitral tribunal, as the case may be.

32 Intervention

32.1 If a third party wishes to participate as a party to the arbitration (the “Intervenor”), the Intervenor shall, within 10 days of becoming aware of the arbitration, submit a written application to intervene (the “Application to Intervene”) to the Chamber, if the arbitral tribunal is not yet appointed, or to the arbitral tribunal if already appointed, setting out the reasons for its proposed intervention. The Chamber or the arbitral tribunal, as the case may be, shall provide a copy of the Application to Intervene to the parties and fix a time within which they may comment on the proposed intervention.

32.2 The Chamber or the arbitral tribunal, as the case may be, shall have the power to allow the Intervenor to participate as a party in the arbitration provided that all parties to the arbitration have agreed in writing to the Intervenor becoming a party to the arbitration, or, if the Chamber or the arbitral tribunal, as the case may be, so determines, taking account of all the circumstances of the case.

32.3 If permitted to intervene, the Intervenor will be required to submit such of the written statements as are required by the Sports Arbitration Rules to be submitted by all other parties as the Chamber or the arbitral tribunal, as the case may be, shall direct, within the time indicated in these directions.

32.4 In determining whether to allow the Intervenor to participate as a party in the arbitration, the Chamber or the arbitral tribunal, as the case may be, shall take into account the stage of the arbitration, the interests of justice and efficiency, and such other matters as the Chamber or the arbitral tribunal consider appropriate in the circumstances of the case.

Section 9 Termination of proceedings

33 Close of proceedings

33.1 Following the last submissions, written or oral, made in accordance with the procedural timetable directed by the arbitral tribunal, the arbitral tribunal shall ask the parties if they have any further submissions. Upon receiving negative replies, or if satisfied that the record is complete, the arbitral tribunal shall declare the arbitral proceedings closed, save for the rendering of the final award.

33.2 The arbitral tribunal may in its discretion, on its own initiative, or upon written application of a party, reopen the arbitral proceedings at any time before the final award is made.

34 Awards, orders, decisions and rulings

34.1 In addition to making a final award, the arbitral tribunal may make interim, interlocutory or partial awards, orders, decisions and rulings.

34.2 When there is more than one arbitrator, any award, order, decision or ruling of the arbitral tribunal shall be made unanimously or, failing unanimity, by a majority of the arbitrators.

34.3 When the parties or the arbitral tribunal so authorize, the presiding arbitrator alone may make orders, decisions or rulings on questions of procedure, including exchanges of information, subject to revision by the arbitral tribunal.

35 Time, form and effect of award

35.1 The arbitral tribunal shall deliberate and issue its final award as soon as possible after the close of proceedings, and, unless otherwise agreed by the parties or determined by the Chamber, the final award shall be made no later than 30 days from the date of the close of proceedings.

35.2 Awards shall be made in writing, and the arbitral tribunal shall state the reasons upon which an award is based, unless the parties have agreed in writing that no reasons need be given.

35.3 A monetary award shall be in the currency or currencies that the parties agree should be used, or, if there is no such agreement, in the currency or currencies that the arbitral tribunal considers appropriate in the circumstances of the case.

35.4 An award shall be signed by the arbitral tribunal and shall state the date on which the award was made and the place of arbitration pursuant to Article 20. Where there is more than one arbitrator and any of them fails to sign an award, the award shall include a statement of the reasons for the absence of that signature.

35.5 Awards shall be final and binding on the parties, who shall carry out any award without delay and, absent written agreement otherwise, waive irrevocably their right to any form of appeal, review, or recourse to any court or other judicial authority, insofar as such waiver can validly be made.

35.6 The arbitral tribunal shall retain for each of its members one signed original of the award, and shall transmit to the Chamber:

- (a) an electronic copy of the signed award for immediate onward transmission by the Chamber to the parties; and
- (b) as many signed originals as there are parties, plus one signed original for the Chamber, which shall communicate the award to the parties as soon as practicable.

35.7 If the applicable law requires an award to be filed or registered, the arbitral tribunal shall use its best endeavors to cause such requirement to be satisfied. It is the responsibility of the parties to bring such requirements or any other procedural requirements of the place of arbitration concerning an award to the attention of the arbitral tribunal.

36 Interpretation or correction of the award

36.1 Within 15 days after the receipt of an award, any party, with notice to all other parties and to the Chamber, may request the arbitral tribunal to interpret the award or correct any clerical, typographical or computational errors or make an additional award as to any appeal, claim or counterclaim presented in the proceedings but omitted from the award.

36.2 If the arbitral tribunal considers such a request justified after considering the contentions of the parties, it shall comply with such request within 15 days after receipt of the parties' last submissions in respect of the requested interpretation, correction or additional award. Any interpretation, correction or additional award made by the arbitral tribunal shall be in writing and shall include reasons and shall form part of the award.

36.3 The arbitral tribunal on its own initiative may, within 15 days after the date of the award, correct any clerical, typographical or computational errors or make an additional award as to any appeal, claim or counterclaim presented in the proceedings but omitted from the award.

36.4 The parties shall be responsible for all costs associated with any request for interpretation or correction of an award, or with any additional award, and the arbitral tribunal may allocate such costs between the parties.

37 Settlement and other reasons for termination

37.1 If the parties settle the dispute or the appeal before a final award is made, the arbitral tribunal shall terminate the arbitration and, if requested by all parties, may record the settlement in the form of an award on agreed terms, stating that the award is made by consent. The arbitral tribunal is not obliged to give reasons for such award.

- 37.2** If the parties have taken no steps in the arbitration for a period of six months, or such longer period as may be determined by the arbitral tribunal, or the Chamber if the arbitral tribunal is not yet appointed, the arbitral tribunal or the Chamber, as the case may be, shall, after notice to the parties, issue an order terminating the arbitration, unless a party raises objections to such termination which the Chamber or the arbitral tribunal, as the case may be, considers, in their discretion, to be justified.
- 37.3** If the arbitration is terminated for any reason before a final award is made, the parties shall remain jointly and severally liable for the costs of arbitration specified in Articles 41.2(a), (b), (c), (e), (f), (g) and (h) until such costs have been paid in full.

Section 10 Financial provisions

38 Case management fee

- 38.1** As soon as practicable after the submission of the Response in accordance with Article 3 or Article 8, as the case may be, or, if no Response is submitted, after the time for submission of a Response has elapsed, the Chamber shall direct the parties to pay the case management fee prescribed by the Sports Arbitration Fee Schedule (the “Case Management Fee”), which shall be paid by the party or parties directed to pay it no later than the deadline set by the Chamber for the payment.
- 38.2** The Case Management Fee shall be increased correspondingly, in accordance with the Sports Arbitration Fee Schedule, if the amount of a monetary claim or counterclaim is increased at any time during the arbitration, in which case, the amount of any such increase will be included in an advance on costs directed by the Chamber in accordance with Article 39.1.
- 38.3** The Chamber shall direct the parties to pay the Case Management Fee in such proportions as it deems appropriate, taking account of all the circumstances of the dispute or appeal.
- 38.4** If the Case Management Fee is not paid promptly and in full, the Chamber shall so inform the parties in order that one or more of them may make the required payment, without which the Chamber may suspend or terminate the proceedings.

39 Advances on costs

- 39.1** Promptly upon the notification of the appointment of the arbitral tribunal in accordance with Article 13.3, and from time to time thereafter during the arbitration, the Chamber shall direct the parties to pay appropriate amounts as an advance for the costs of the arbitration, other than the parties’ own legal and other costs.

- 39.2** If the payments directed are not made promptly and in full, the Chamber shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may, after consultation with the Chamber, order the suspension or termination of the proceedings.
- 39.3** The arbitral tribunal shall not continue with the arbitration if it has not sought and obtained confirmation from the Chamber that the Chamber is holding sufficient funds on account of the accrued and anticipated costs of arbitration, other than the parties' own legal and other costs.
- 39.4** Failure by a party asserting a claim or counterclaim, or making or responding to an appeal, to make the required payment may be deemed by the arbitral tribunal a withdrawal of the claim or counterclaim, or of the appeal or response to the appeal, as the case may be.
- 39.5** After the final award has been made, the Chamber shall render an accounting to the parties for the payments made and shall return any unexpended balance to the parties in the proportions in which the payments were made.

40 Fees and expenses of the arbitrators

- 40.1** The fees and expenses of the arbitrators shall conform to the Sports Arbitration Fee Schedule and shall be reasonable in amount, taking into account the time spent by the arbitrators, the size and complexity of the case and any other relevant circumstances.
- 40.2** As soon as practicable after the commencement of the arbitration, the Chamber shall designate an appropriate daily or hourly rate in conformity with the Fee Schedule and in consultation with the arbitrators.
- 40.3** Any dispute regarding the fees and expenses of the arbitral tribunal shall be determined by the Chamber.

41 Costs of arbitration

- 41.1** The arbitral tribunal shall fix the costs of the arbitration in its final award or, if it deems appropriate, in any other order or award. The arbitral tribunal may allocate such costs among the parties if it determines that allocation is reasonable, taking into account the circumstances of the case and any matter prescribed by the Sports Arbitration Rules that may affect such allocation.
- 41.2** Such costs may include:
- (a) the fees and expenses of the arbitrators;

- (b) the costs of assistance required by the arbitral tribunal, including its experts;
- (c) the fees and expenses of the Chamber;
- (d) the reasonable legal and other costs incurred by the parties;
- (e) any costs incurred in connection with a notice for emergency or interim measures pursuant to Article 28 or Article 29;
- (f) any costs incurred in the operation of Article 23.5 ;
- (g) any costs associated with the exchange of information pursuant to Article 25; and
- (h) any costs incurred in connection with an application for joinder, consolidation or intervention pursuant to Articles 30, 31 or 32.

Section 11 Concluding provisions

42 Waiver

A party who knows of any non-compliance with any provision or requirement of the Sports Arbitration Rules or the Arbitration Agreement, and proceeds with the arbitration without promptly stating its objections in writing to the Chamber (before the appointment of the arbitral tribunal), or the arbitral tribunal after its appointment, waives the right to object.

43 Confidentiality

43.1 Confidential information disclosed during the arbitration by the parties or by witnesses shall not be divulged by the parties, by an arbitrator, by any emergency arbitrator, by any expert to the arbitral tribunal, by any secretary of the arbitral tribunal, or by the Chamber (including its officers and employees). Unless otherwise agreed in writing by the parties or required by applicable law, the members of the arbitral tribunal, any emergency arbitrator, any expert to the arbitral tribunal, any secretary of the arbitral tribunal, and the Chamber (including its officers and employees) shall keep confidential all matters relating to the arbitration or the award.

43.2 An award may be made public only with the consent of all parties or as required by law, except that the Chamber may publish or otherwise make publicly available selected awards, orders, decisions and rulings that have become public in the course of enforcement proceedings or otherwise and, unless otherwise agreed in writing by the parties, may publish selected awards, orders, decisions, and rulings that have been edited to conceal the names of the parties and other identifying details.

43.3 Unless the parties agree in writing otherwise, the arbitral tribunal may make orders concerning the confidentiality of the arbitration or any matters in connection with the arbitration and may take measures for protecting trade secrets and confidential information.

44 Limitation of liability

44.1 The members of the arbitral tribunal, any secretary of the arbitral tribunal, any emergency arbitrator, any expert to the arbitral tribunal, and the Chamber (including its officers and employees) shall not be liable to any party for any act or omission in connection with any arbitration conducted under the Sports Arbitration Rules, except where such act or omission is shown by that party to be the consequences of conscious and deliberate wrongdoing, or to the extent that any part of this limitation of liability is shown to be prohibited by any applicable law.

44.2 The members of the arbitral tribunal, any secretary of the arbitral tribunal, any emergency arbitrator, any expert to the arbitral tribunal, and the Chamber (including its officers and employees) shall not be under any legal obligation to make any statement about the arbitration, and no party shall seek to make any of these persons a party or witness in any judicial or other proceedings relating to the arbitration.

Appendix I Sports Arbitration Fee Schedule effective [Day] [Month] 2021

1. This sports arbitration fee schedule (the “Sports Arbitration Fee Schedule”) forms part of the rules of sports arbitration (the “Sports Arbitration Rules”) of the Bahrain Chamber for Dispute Resolution (the “Chamber”) and shall be applied in all arbitrations and appeals administered by the Chamber in which the parties have agreed in writing to arbitrate a sports-related dispute (“First Instance Arbitration”), or to appeal the decision of a sporting body or (when permitted by the statutes or regulations of a sporting body) an award in a First Instance Arbitration (“Appeals Arbitration”), under the rules of sports arbitration of the Bahrain Chamber for Dispute Resolution (the “Chamber”), or BCDR. The Sports Arbitration Fee Schedule will also be applied where parties have provided for the arbitration by BCDR of a sports-related dispute or the appeal of a decision in a sports-related dispute without designating particular rules.
2. The Sports Arbitration Fee Schedule may be separately amended from time to time by the Chamber.
3. All fees are stated in U.S. dollars, but may be invoiced in any freely convertible currency, and shall be paid in the currency of the invoice.

Administrative fees

4. The administrative fees of the Chamber shall comprise:
 - (a) a non-refundable Filing Fee of \$1,000, and
 - (b) a Case Management Fee based on the value of claims and counterclaims, as set out in the table below.

Sum claimed and/or counterclaimed	Case Management Fee 1 arbitrator	Case Management Fee 3 arbitrators
Up to \$50,000	\$1,000	\$1,500
\$50,001 to \$100,000	\$2,000	\$3,000
\$100,001 to \$500,000	\$2,500	\$3,750
\$500,001 to \$1,000,000	\$5,000	\$7,500
\$1,000,001 to \$2,500,000	\$10,000	\$15,000
\$2,500,001 to \$5,000,000	\$15,000	\$22,500
\$5,000,001 to \$10,000,000	\$20,000	\$30,000
Over \$10,000,000	\$35,000 plus 0.1% of the amount claimed over \$10,000,000 Capped at \$50,000	\$35,000 plus 0.125% of the amount claimed over \$10,000,000 Capped at \$50,000

5. The Chamber may, taking account of all the circumstances of the dispute, fix the Filing Fee and the Case Management Fee at an amount higher or lower than that provided for under Clause 4.
6. The Case Management Fee for a non-monetary claim or counterclaim shall be fixed by the Chamber, taking account of all the circumstances of the dispute.

Filing Fee

7. In accordance with Articles 2.2(g), 6.4(g) and 11 of the Sports Arbitration Rules, the non-refundable Filing Fee shall be paid in full by the Claimant or the Appellant, as the case may be, at the time a Request for Arbitration or Notice of Appeal, as the case may be, is submitted to the Chamber.

Case Management Fee

8. In accordance with Article 38 of the Sports Arbitration Rules, as soon as practicable after the submission of the Response in accordance with Article 3 or Article 8 of the Sports Arbitration Rules, or, if no Response is submitted, after the time for submission of a Response has elapsed, the Chamber shall direct the parties to pay the Case Management Fee calculated by reference to the value of the Claimant's or the Appellant's claim, and (if any) the Respondent's or the Appellee's counterclaim.
9. Where the claim or appeal has a monetary value that is not known at the time of the Request for Arbitration or Notice of Appeal, or Response, the relevant party shall be required to estimate the monetary value, failing which the Chamber shall fix the Case Management Fee, taking account of all the circumstances of the dispute.
10. The Case Management Fee shall be increased correspondingly if the amount of a monetary claim or counterclaim is increased at any time during the arbitration or appeal, in which case the amount of any such increase will be included in an advance on costs directed by the Chamber in accordance with Article 39.1 of the Sports Arbitration Rules.
11. The Chamber shall, in its sole discretion, direct the parties to pay the Case Management Fee in such proportions as it deems appropriate, taking account of all the circumstances of the dispute.
12. The Case Management Fee shall be paid by the party or parties directed to pay it no later than the deadline set by the Chamber for the payment. If the Case Management Fee is not paid promptly and in full, the Chamber shall so inform the parties in order that one or more of them may make the required payment, without which the Chamber may suspend or terminate the proceedings.

13. In addition to the Case Management Fee, expenses incurred by the Chamber in its administration of the arbitration or appeal, including, but not limited to, telephone, postage and courier charges, shall be reimbursed to the Chamber from advances paid by the parties.
14. In the event that the arbitration or appeal is terminated for any reason prior to the scheduling of the first hearing, the Chamber may reimburse a proportion of the Case Management Fee to the party or parties that have paid it, taking account of the administrative time and overheads of the Chamber accruing to the date of termination.

Fees and expenses of the arbitrator

15. In consultation with the arbitral tribunal, the Chamber shall designate an hourly fee rate to be charged by each arbitrator for all time spent by the arbitral tribunal in the arbitration or appeal other than in hearings, and a daily fee rate for hearing days, and shall promptly notify the parties of the rates to be applied.
16. The hourly and daily rates for each arbitrator shall be as set out in the table below, provided that, in exceptional cases, higher rates may be applied if, on consultation with the arbitral tribunal, the Chamber deems a higher rate appropriate taking into account all the circumstances of the case, and provided that the higher rate shall be agreed in writing by all the parties.

Sum claimed and/or counterclaimed	Hourly rate	Daily rate
Up to \$500,000	\$200	\$1,600
\$500,001 to \$1,500,000	\$250	\$2,000
\$1,500,001 to \$2,500,000	\$300	\$2,400
\$2,500,001 to \$5,000,000	\$350	\$2,800
\$5,000,001 to \$10,000,000	\$400	\$3,200
\$10,000,001 to \$15,000,000	\$450	\$3,600
Over \$15,000,000	\$500	\$4,000

17. In the event of cancelation or postponement of a scheduled hearing less than four weeks before the start of the hearing, or at any time during the hearing, the arbitral tribunal may, with the approval of the Chamber, charge 50% of its daily rate for the number of days reserved for the hearing but not used.
18. The arbitrators may also charge for their reasonable expenses incurred in the course of the arbitration or appeal, which must be reasonable in amount, taking into account all the circumstances of the case, and which will be paid by the Chamber to the arbitrators on presentation of supporting receipts.

- 19.** Subject to Clause 29 below, the fees and expenses of the arbitrators shall be paid by the Chamber to the arbitrators, on presentation of supporting invoices, from the advances paid by the parties.

Emergency Arbitrator Fee

- 20.** An application for the appointment of an Emergency Arbitrator shall be accompanied by an Emergency Arbitrator Fee of \$10,000, without which the application will be treated as not having been received.
- 21.** The Emergency Arbitrator Fee shall comprise:
- (a) the Chamber's fee of \$2,500; and
 - (b) the Emergency Arbitrator's Fee of \$7,500.
- 22.** No part of the Chamber's fee shall be refundable.
- 23.** If the Chamber grants the application for the appointment of an Emergency Arbitrator, no part of the Emergency Arbitrator's Fee shall be refundable. If the Chamber refuses the application, the Emergency Arbitrator's Fee shall be returned to the party that paid it.

Advances on costs

- 24.** In accordance with Article 39.1 of the Sports Arbitration Rules, the Chamber shall, promptly upon the notification of the appointment of the arbitral tribunal in accordance with Article 13.3 of the Sports Arbitration Rules, and from time to time thereafter during the arbitration, direct the parties to pay appropriate amounts as an advance for the costs of the arbitration as set out at Article 41.2 of the Sports Arbitration Rules, other than the parties' own legal and other costs.
- 25.** If the payments directed are not made promptly and in full, the Chamber shall so inform the parties in order that one or more of them may make the required payment. If such payment is not made, the arbitral tribunal may, after consultation with the Chamber, order the suspension or termination of the proceedings.
- 26.** Failure by a party asserting a claim or counterclaim to make the required payment may be deemed by the arbitral tribunal a withdrawal of the claim or counterclaim.
- 27.** After the final award has been made, the Chamber shall render an accounting to the parties for the payments made and shall return any unexpended balance to the parties in the proportions in which the payments were made.

Hearing rooms and support services

- 28.** The fees set out in the Sports Arbitration Fee Schedule do not cover the cost of hire of hearing rooms, or the cost of any related support services, including, but not limited to, any secretary of the arbitral tribunal, court reporting, transcription, translation, photocopying and catering.

Joint and several liability

- 29.** The parties shall be jointly and severally liable to the Chamber and to the arbitral tribunal for the costs of the arbitration, as set out at Article 41.2 of the Sports Arbitration Rules, other than the parties' own legal and other costs, until all such costs have been paid in full.

Disputes

- 30.** Any dispute regarding the administrative fees, the Emergency Arbitrator Fee, the fees and expenses of the arbitral tribunal, or the fees of any secretary of the arbitral tribunal shall be determined by the Chamber.

Appendix II Model Arbitration Clause

“Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be finally settled by arbitration in accordance with the Sports Arbitration Rules of the Bahrain Chamber for Dispute Resolution.

The arbitral tribunal shall consist of [specify one or three] arbitrator[s].

The place of arbitration shall be [specify town and country].

The language of the arbitration shall be [specify language].”

Notes

The parties may also wish to stipulate in the arbitration clause the law that the tribunal will apply to the substance of the dispute.

The Chamber will be pleased to discuss any points relating to the drafting of an arbitration clause, including provisions for party nomination of arbitrators.