



ECDR RULES ON SPORTS ARBITRATION

Article 1 (General provisions)

These rules govern dispute resolution through permanent arbitration in sports whenever ECDR provides it with administrative support or whenever the parties agree in writing on the application of these Rules.

It shall be deemed that the parties agreed on the application of the Rules whenever they refer through a written contract on arbitration, which was concluded before or after the occurrence of a dispute arising out of or in connection with a contractual relationship in sports (e.g. disputes among athletes, agents, coaches and clubs), all or individual controversial questions of fact and law for resolution by ECDR arbitration, even if they fail to mention the application of ECDR Rules in the contract.

The recommended contractual clause on resolving future disputes referred to under the previous paragraph shall be worded as follows:

“Any disagreement, dispute or claim arising out of or in connection with this contract or arising out of breach of contract, its termination or invalidity, shall be referred by the contracting parties for resolution under sports arbitration proceedings at ECDR in accordance with its Rules on Permanent Arbitration in Sports.”

The authorisations and duties of ECDR are set out by these Rules.

The seat of arbitration is in Ljubljana, at Tomšičeva ulica 6.

Under the Rules, the term “Parties” shall include the parties to the arbitration proceedings and their representatives.

Article 2 (Rules of procedure)

In sports arbitration at ECDR, the Slovenian Arbitration Act (*Zakon o arbitraži*) shall apply, unless otherwise provided by these Rules.

These Rules shall explicitly govern the following rules of procedure which ensure a speedy and cost-efficient dispute resolution:

- a) After the initiation of the arbitration proceedings, the parties shall send their written submissions exclusively to ECDR and not directly to the arbitrator.

- b) The arbitration proceedings shall be conducted by an arbitrator appointed by ECDR among experts accredited by ECDR for dispute resolution in sports.
- c) In arbitration, every party shall have the right to file, after the receipt of action or response or counterclaim or response to the latter, one written submission.
- d) In accelerated arbitration, the arbitrator deliberates only in written proceedings, unless the arbitrator decides on his or her own initiative or upon the motion by the parties that oral proceedings are necessary.
- e) An arbitral award issued in accelerated arbitration shall be issued within 1 month following the termination of all procedural acts in the proceedings, unless, exceptionally, this time limit is extended by ECDR on a reasoned proposal of the arbitrator.
- f) The language of the proceedings shall be Slovene, unless otherwise agreed by the parties.
- g) If any party to the proceedings fails to attend a hearing, if scheduled, or to submit evidence documents or does not clarify its position regarding the claims and evidence of the opposing party to the proceedings, the arbitrator may continue the proceedings and issue the award on the basis of the evidence at his or her disposal.
- h) If the parties submit documents in the proceedings that are not in Slovenian, they shall submit them translated by a sworn court interpreter.
- i) The parties may be represented by an attorney or other person of their choice.
- j) The arbitrator in the proceedings shall decide "ex aequo et bono", unless the parties have expressly agreed in writing on the law applicable to deciding in the arbitration proceedings.
- k) The parties shall send all their submissions in the arbitration proceedings in electronic form to the address spis@ecdr.si. The arbitral award shall be submitted to parties in electronic form and by registered mail.
- l) The time limits for individual procedural acts shall be set by the arbitrator in his/her procedural decisions. The arbitrator may extend such time limits in extraordinary circumstances.
- m) Prior to the issue of the arbitral award, the arbitrator shall submit a draft of the reasoned award for editing and form review by ECDR which shall not interfere with the content of the arbitrator's decision, although ECDR may as an option, without influencing the arbitrator's decision, point out to certain matters of substance. The arbitral award may only be issued after ECDR's approval of the form of the arbitral award.

Article 3 (Arbitration within monetary constraints)

If, at any time before the issue of the arbitral award, the parties agree in writing on arbitration within monetary constraints, they set in writing the maximum and the minimum monetary amounts which may be ordered by the arbitral award. The parties shall have the obligation to communicate this to ECDR in good time by submitting a written agreement specifying the minimum and the maximum amounts.

ECDR shall not inform the arbitrator about the minimum and the maximum amounts nor about the agreement itself until all the parties to the dispute consent to do so. The arbitrator shall issue the arbitral award in accordance with the Rules under the third paragraph of this Article.

In the event that the amount determined in the arbitral award is between the agreed minimum and maximum, such arbitral award shall become final, legally binding and enforceable. If the amount determined by the arbitral award is below the agreed minimum amount, the arbitrator shall modify the issued award by ordering the agreed minimum amount. In the amount ordered by the arbitral award is above the agreed maximum amount, the arbitrator shall modify the issued award by ordering the maximum agreed amount.

Article 4
(Arbitration with a last offer possibility)

If, at any time before the issue of the arbitral award, the parties agree in writing on arbitration with a last offer possibility, they shall notify ECDR in writing about the last monetary offer which they are willing to accept or pay and which they consider to be consistent with the standards decisive for issuing the arbitral award.

ECDR shall immediately submit a copy of the final offers of the parties to the arbitrator, unless the parties agree not to disclose the offer to the arbitrator. At any time before the issue of the arbitral award, the parties may exchange corrected written last offers which replace the offers previously made. The corrected last offers shall be submitted to ECDR which immediately transmits them to the arbitrator, unless otherwise agreed by the parties.

If the arbitrator is informed of a written last offer, he or she shall issue the arbitral award by selecting from the last offers the one which is more reasonable and adheres to the standards of decision-making in the arbitration proceedings.

An arbitral award issued in accordance with this rule does not include a statement of reasons.

If the arbitrator is not informed of the written last offer of the parties and the issued arbitral award differs from the last offers exchanged among the parties, the arbitrator shall modify the issued arbitral award by ordering the monetary amount of the last offer of the parties which is closer to the monetary amount from the initial arbitral award.

Article 5
(Settlement within arbitration)

Upon agreement of all parties to the dispute, the arbitrator may assist the parties at every stage of the proceedings in their efforts to achieve an amicable resolution of their dispute.

A settlement reached between the parties to the proceedings shall in such event be written in the form of a consensual arbitral award.

Article 6
(Mediation within arbitration)

Based on an agreement of the parties on mediation, the arbitrator may suspend the proceedings for no longer than one month, unless the parties request, by mutual consent, for an extension of this time limit, which shall be decided by the arbitrator.

If the arbitration is concluded with an agreement on all or individual controversial questions between the parties, such an agreement shall be written in the form of an abbreviated arbitral award which shall have the legal effects in accordance with the Slovenian Arbitration Act (*Zakon o arbitraži*)

Article 7
(Administrative support)

ECDR's administrative support to arbitration proceedings shall consist of the following:

- organisation of procedural acts in the proceedings,
- appointment of the arbitrator and referral of the dispute to the arbitrator,
- decision-making on recusal of arbitrators,
- determination of the amount in dispute if not stated,
- decision making on fulfilment of conditions for initiation of arbitration,
- decision making on non-execution of proceedings due to non-fulfilment of conditions,
- revision of draft arbitral awards in accordance with these Rules,
- decision-making on the confidentiality of arbitral awards,
- determination of basic arbitration costs,
- all activities related with the acquisition and notification of written submissions and other material to the parties and the arbitrator,
- organisation of hearings when necessary,
- provision of facilities for execution of arbitration proceedings at ECDR premises,
- communication among ECDR, the arbitrator and parties to the proceedings,
- keeping of appropriate case file of the dispute,
- other activities under the competence of ECDR.

Article 8
(Principle of publicity of arbitral awards)

The arbitral awards issued in accordance with these Rules are public and are published by ECDR on its website unless the circumstances of the case at issue are not, in view of ECDR, suitable for publication.

Article 9
(Rules agreed by the parties)

The parties may agree on arbitration rules which are not determined by these Rules in so far as they are consistent with the procedural public order in force. In such an event the parties shall notify ECDR of the agreed procedural rules in writing. It shall be deemed that the agreed procedural rules are enforceable as if determined by these Rules.

Article 10
(Initiation of arbitration)

The arbitration proceedings commence with the filing of action or request for initiation of arbitration which shall include the following:

1. the full name of the claimant with all contact details /address, phone, email),
2. the full name of the respondent with all contact information (address, phone, email),
3. a statement of the relevant facts and legal arguments on which the claimant bases its claim,
4. a precisely defined claim,
5. all evidence referred to by the claimant and any request for examination of witnesses or request for taking of other non-documentary evidence,
6. a certificate of payment of the administrative cost of ECDR for initiation the arbitration proceedings,
7. evidence of the fact that the dispute at issue may be settled before arbitration in one of the following forms:
 - a) an arbitration agreement, adopted after the occurrence of the dispute by all parties to the dispute, which sets out the application of ECDR rules on arbitration or the administrative support provided by ECDR in the arbitration proceedings, or

- b) a request for initiation of arbitration and a written contractual clause of arbitration, agreed prior to the occurrence of the dispute, which binds all parties to the dispute to refer the latter to arbitration and with which they determine ECDR's administrative support to arbitration or the application of ECDR Rules on arbitration, or
- c) an oral agreement of the parties to the dispute to take part in arbitration which will rely on the administrative support of ECDR or in which ECDR Rules on arbitration shall apply, confirmed by the parties in writing, or
- d) a court decision on referral of the parties to arbitration proceedings at ECDR.

ECDR's confirmation of initiation of arbitration proceedings shall attest that one of the requirements set out in the previous paragraph was fulfilled, that ECDR received all the required payments in accordance with ECDR Rules on costs of arbitration in sports and that the claimant provided ECDR with contact information regarding all parties to the dispute together with the request to refer the dispute to arbitration and a confirmation on notification of this request to the opposing party. The day of initiation of the arbitration proceedings shall be the day of issue of ECDR's written confirmation.

If a party is obligated to take part in the arbitration proceedings based on a contractual arbitration clause and it fails to meet this obligation, ECDR shall confirm this fact in writing at the request of the other party.

Article 11 (Completeness of action)

After the receipt of the action or request for initiation of arbitration, ECDR shall verify the fulfilment of all the conditions specified under these Rules for initiation of the proceedings and ask the claimant to complete the action or request if it deems appropriate.

If the claimant fails to complete the action or request within 15 days, the action shall be deemed withdrawn. In such case, the claimant cannot request a refund of the administrative cost of ECDR paid for the initiation of the arbitration proceedings.

The arbitrator may at any time during the proceedings request the parties to submit additional explanations regarding their statements.

Article 12 (Costs of proceedings)

The basic costs of proceedings in sports arbitration shall mean ECDR's administrative costs and the arbitrator's fee. Other costs of the sports arbitration proceedings shall include the costs for the taking of evidence and travel expenses in case of hearings.

The basic and other costs of sports arbitration proceedings shall be determined and calculated in accordance with ECDR Rules on costs in sports arbitration.

Upon filing of the action, the claimant shall submit to ECDR a confirmation of payment of the administrative cost. The payment of the administrative cost is a precondition for consideration of the action. If the claimant fails to pay the administrative cost even after a reminder notice by ECDR, the latter shall not accept the action for consideration.

After the arbitrator reviews the action, ECDR shall determine the amount of the arbitrator's fee and request that each party pay half of the fee, unless agreed otherwise in writing by the parties. If a party fails to pay its share of the arbitrator's fee, ECDR shall request the payment

from the opposing party. If the opposing party fails to pay the missing part of the fee within the given time limit, ECRD shall dismiss the action and stay the proceedings.

In the event of a dismissal of action due to non-payment of the arbitrator's fee, ECDR shall not reimburse the paid administrative cost.

A final decision on the share of cost of proceedings borne by the parties to the proceedings shall be made by the arbitrator in the arbitral award by taking into account the outcome of the case.

Article 13 (Injunction)

Any party may request that ECDR issue an injunction. In cases of extreme urgency such a decision may be adopted »ex parte«.

The decisions in cases of ruling on injunctions may be conditional and subject to guarantee by the opposing party. A request for injunction may only be submitted together with the filing on action or at a later stage in the proceedings.

By requesting an injunction, the party waives the right to file such a request before ordinary courts.