

Amendments to the Code of Sports-related Arbitration (in force as from 1 January 2017)

R32 Time limits

The time limits fixed under this Code shall begin from the day after that on which notification by the CAS is received. Official holidays and non-working days are included in the calculation of time limits. The time limits fixed under this Code are respected if the communications by the parties are sent before midnight, time of the location of [their own domicile or, if represented, of the domicile of their main legal representative where the notification has to be made](#), on the last day on which such time limits expire. If the last day of the time limit is an official holiday or a non-business day in the ~~country~~-[location from where the notification is to be made](#)~~document is to be sent~~, the time limit shall expire at the end of the first subsequent business day.

(...)

R40.1 Number of Arbitrators

The Panel is composed of one or three arbitrators. If the arbitration agreement does not specify the number of arbitrators, the President of the Division shall determine the number, taking into account the circumstances of the case. The Division President may [then](#) choose to appoint a Sole arbitrator when the Claimant so requests and the Respondent does not pay its share of the advance of costs within the time limit fixed by the CAS Court Office.

R50 Number of Arbitrators

The appeal shall be submitted to a Panel of three arbitrators, unless the parties have agreed to a Panel composed of a sole arbitrator or, in the absence of any agreement between the parties regarding the number of arbitrators, the President of the Division decides to submit the appeal to a sole arbitrator, taking into account the circumstances of the case, including whether or not the Respondent ~~has paid~~[pays](#) its share of the advance of costs within the time limit fixed by the CAS Court Office.

(...)

R52 Initiation of the Arbitration by the CAS

Unless it appears from the outset that there is clearly no arbitration agreement referring to CAS, that the agreement is clearly not related to the dispute at stake or that the internal legal remedies available to the Appellant have clearly not been exhausted, CAS shall take all appropriate actions to set the arbitration in motion. The CAS Court Office shall communicate the statement of appeal to the Respondent, and the President of the Division shall proceed with the formation of the Panel in accordance with Articles R53 and R54. If applicable, she/he shall also decide promptly on any application for a stay or for interim measures.

The CAS Court Office shall send a copy of the statement of appeal and appeal brief to the authority which issued the challenged decision, for information.

[The CAS Court Office may publicly announce the initiation of any appeals arbitration procedure and, at a later stage and where applicable, the composition of the arbitral panel and the hearing date, unless the parties agree otherwise.](#)

With the agreement of the parties, the Panel or, if it has not yet been appointed, the President of the Division may proceed in an expedited manner and shall issue appropriate directions for such procedure.

Where a party files a statement of appeal in connection with a decision which is the subject of a pending appeal before CAS, the President of the Panel, or if she/he has not yet been appointed, the President of the Division, may decide, after inviting submissions from the parties, to consolidate the two procedures.

R59 Award

The award shall be rendered by a majority decision, or in the absence of a majority, by the President alone. It shall be written, dated and signed. The award shall state brief reasons. The sole signature of the President of the Panel or the signatures of the two co-arbitrators, if the President does not sign, shall suffice.

Before the award is signed, it shall be transmitted to the CAS Secretary General who may make rectifications of pure form and may also draw the attention of the Panel to fundamental issues of principle. Dissenting opinions are not recognized by CAS and are not notified.

The Panel may decide to communicate the operative part of the award to the parties, prior to the reasons. The award shall be enforceable from such notification of the operative part by courier, facsimile and/or electronic mail.

The award, notified by the CAS Court Office, shall be final and binding upon the parties subject to recourse available in certain circumstances pursuant to Swiss Law within 30 days from the notification of the original award. It may not be challenged by way of an action for setting aside to the extent that the parties have no domicile, habitual residence, or business establishment in Switzerland and that they have expressly excluded all setting aside proceedings in the arbitration agreement or in an agreement entered into subsequently, in particular at the outset of the arbitration.

The operative part of the award shall be communicated to the parties within three months after the transfer of the file to the Panel. Such time limit may be extended by the President of the Appeals Arbitration Division upon a reasoned request from the President of the Panel.

[A copy of the operative part of the award, if any, and of the full award shall be communicated to the authority or sports body which has rendered the challenged decision, if that body is not a party to the proceedings.](#)

(...)

R64.4 At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:

- the CAS Court Office fee,
- the administrative costs of the CAS calculated in accordance with the CAS scale,
- the costs and fees of the arbitrators,
- the fees of the *ad hoc* clerk, if any, calculated in accordance with the CAS fee scale,
- a contribution towards the expenses of the CAS, and
- the costs of witnesses, experts and interpreters.

The final account of the arbitration costs may either be included in the award or communicated separately to the parties. [The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs.](#)

R64.5 In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule [and without any specific request from the parties](#), the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.

R65.3 Each party shall pay for the costs of its own witnesses, experts and interpreters. In the arbitral award [and without any specific request from the parties](#), the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and the outcome of the proceedings, as well as the conduct and financial resources of the parties.

APPENDIX II

SCHEDULE OF ARBITRATION COSTS

(in force as from 1 January 2017)

Registration costs

Each party involved in a dispute submitted to CAS arbitration must pay the Court Office a minimum sum of CHF 1000.- (thousand Swiss francs) in order for his application for arbitration or appeal to be registered.

Administrative costs

The CAS fixes the administrative costs for each case of arbitration subject to Article R64 of the Code in accordance with the table below, or at its discretion when the amount disputed is not declared or there is no value in dispute. The value in dispute taken into consideration is the one indicated in the statement of claim/appeal brief or in the counterclaim, if any, if it is higher. If the circumstances of a given case make this necessary, the CAS may fix administrative costs at an amount above or below that shown on the table below.

*For a disputed sum
(in Swiss francs)*

Administrative costs

up to 50'000	CHF 100.- to CHF 2'000.-
From 50'001 to 100'000	CHF 2'000.- + 1.50% of amount in excess of 50'000.-
From 100'001 to 500'000	CHF 2'750.- + 1.00% of amount in excess of 100'000.-
From 500'001 to 1'000'000	CHF 6'750.- + 0.60% of amount in excess of 500'000.-
From 1'000'001 to 2'500'000	CHF 9'750.- + 0.30% of amount in excess of 1'000'000.-
From 2'500'001 to 5'000'000	CHF 14'250.- + 0.20% of amount in excess of 2'500'000.-
From 5'000'001 to 10'000'000	CHF 19'250.- + 0.10% of amount in excess of 5'000'000.-
=====	=====
Above 10'000'000	CHF 25'000.-

Arbitrators' costs and fees

The amount of fees to be paid to each arbitrator is fixed by the Secretary General of the CAS on the basis of the work provided by each arbitrator and on the basis of time reasonably devoted to their task by the members of each Panel. In principle, the following hourly fees are taken into account:

*For a disputed sum
(in Swiss Francs)* Fees

Up to 2'500'000	CHF 300.-
From 2'500'001 to 5'000'000	CHF 350.-
From 5'000'001 to 10'000'000	CHF 400.-
From 10'000'001 to 15'000'000	CHF 450.-
Above 15'000'000	CHF 500.-

If circumstances make this necessary, the President of the Division may decide, upon the proposal of the Secretary General, to fix the amount of the total fee at a sum lower or higher than that which would be calculated on the basis of the hourly rate mentioned above. In case of disagreement with the arbitrator concerned, the ICAS Board decides the amount of fees to be fixed.

The main ground which may be taken into consideration in case of increase of the fees is the complexity of the dispute.

In addition to the payment of fees, each arbitrator is justified in requesting the reimbursement of his/her costs upon presentation of receipts as follows:

- Air travel: up to 2500 km per journey: price of an economy class ticket (determined by the CAS);
more than 2500 km: price of a business class ticket (determined by the CAS);
- Travel by train: price of a first class return ticket;
- Travel by car: price of a first class return rail ticket;
- Hotel accommodation: price of a hotel room, superior category, up to a maximum of SFr. 350 per night.
- Meals: maximum of SFr. 150 per day.
- In the absence of receipts, any telephone, fax, postage, photocopying or other secretarial costs are reimbursed, up to a maximum of CHF 200 per arbitrator per case.

If an arbitrator does not file a summary of his work and time spent on the case, or the receipts for the reimbursement of his expenses within 30 days from the notification of the final award, he is deemed to have waived his costs and fees and the ICAS/CAS is entitled not to pay him any indemnity.

The national taxes, such as VAT, if any, related to the amounts paid by the CAS shall be borne by the arbitrators.

Unless there is a written agreement with the CAS, only the work performed by the arbitrator in person is remunerated by the CAS. The amount of fees to be paid to *ad hoc* clerks appointed by the CAS is fixed by the Secretary General of the CAS on the basis of the work reports provided and on the basis of the time reasonably devoted to the case at stake. In principle, an hourly fee of CHF 150.- to CHF 200.- is taken into account depending on the qualifications of the clerk.