

Amendments to the Code of Sports-related Arbitration (2016 edition)

In general: in all provisions of the Code where there is a reference to any physical person, the feminine gender and the masculine gender are now used jointly.

S14 ~~In establishing the list of CAS arbitrators,~~The ICAS shall ~~call upon~~appoint personalities to the list of CAS arbitrators with appropriate legal training, recognized competence with regard to sports law and/or international arbitration, a good knowledge of sport in general and a good command of at least one CAS working language, whose names and qualifications are brought to the attention of ICAS, including by the IOC, the IFs, ~~and~~ the NOCs and by the athletes' commissions of the IOC, IFs and NOCs. ICAS may identify the arbitrators ~~with~~having a specific expertise to deal with certain types of disputes.

~~In establishing the list of CAS mediators, the~~The ICAS shall appoint personalities to the list of CAS mediators with experience in mediation and a good knowledge of sport in general.

R29 Language

The CAS working languages are French and English. In the absence of agreement between the parties, the President of the Panel or, if she/he has not yet been appointed, the President of the relevant Division, shall select one of these two languages as the language of the arbitration at the outset of the procedure, taking into account all relevant circumstances. Thereafter, the proceedings shall be conducted exclusively in that language, unless the parties and the Panel agree otherwise.

The parties may request that a language other than French or English be selected, provided that the Panel and the CAS Court Office agree. If agreed, the CAS Court Office determines with the Panel the conditions related to the choice of the language; the Panel may order that the parties bear all or part of the costs of translation and interpretation. If a hearing is to be held, the Panel may allow a party to use a language other than that chosen for the arbitration, on condition that it provides, at its own cost, interpretation into and from the official language of the arbitration.

(...)

R31 Notifications and Communications

(...)

§3 The request for arbitration, the statement of appeal and any other written submissions, printed or saved on digital medium, must be filed by courier delivery to the CAS Court Office by the parties in as many copies as there are other parties and arbitrators, together with one additional copy for the CAS itself, failing which the CAS shall not proceed.

If they are transmitted in advance by facsimile or by electronic mail at the official CAS email address (procedures@tas-cas.org)~~in advance~~, the filing is valid upon receipt of the facsimile or of the electronic mail by the CAS Court Office provided that the written submission and its copies is-are also filed by courier within the first subsequent business day of the relevant time limit, as mentioned above.

(...)

R36 Replacement

In the event of resignation, death, removal or successful challenge of an arbitrator, such arbitrator shall be replaced in accordance with the provisions applicable to her/his appointment. If, within the time limit fixed by the CAS Court Office, the Claimant/Appellant does not appoint an arbitrator to replace the arbitrator it had initially appointed, the arbitration shall not be initiated or, in the event it has been already initiated, shall be terminated. Unless otherwise agreed by the parties or otherwise decided by the Panel, the proceedings shall continue without repetition of any aspect thereof prior to the replacement.

R44 Procedure before the Panel

R44.1 Written Submissions

The proceedings before the Panel comprise written submissions and, if the Panel deems it appropriate in principle, an oral hearing.

(...)

R46 Award

§3 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 a subsequent agreement, in particular at the outset of the arbitration.

R52 Initiation of the Arbitration by the CAS

Unless it appears from the outset that there is clearly no arbitration agreement referring to CAS, ~~or~~ 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.

(...)

R59 Award

§4 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.