



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

## **Code of Sports-related Arbitration**

In force as from 1 July 2025



## Procedural Rules

### A General Provisions

#### R30 Representation and Assistance

The parties may be represented or assisted by persons of their choice. The names, addresses, electronic mail addresses, ~~and~~ telephone ~~and facsimile~~ numbers of the persons representing the parties shall be communicated to the CAS Court Office, the other party and the Panel after its formation. Any party represented by an attorney or other person shall provide written confirmation of such representation to the CAS Court Office.

#### R31 Notifications and Communications

All notifications and communications that CAS or the Panel intend for the parties shall be made through the CAS Court Office. The notifications and communications shall be sent to the address shown in the arbitration request or the statement of appeal, or to any other address specified at a later date.

All arbitration awards, orders, and other decisions made by CAS and the Panel shall be notified by courier ~~and/or by facsimile~~ and/or by electronic mail but at least in a form permitting proof of receipt.

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), 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 are also filed by courier or uploaded to the CAS e-filing platform within the first subsequent business day of the relevant time limit, as mentioned above.

Filing of the above-mentioned submissions via the CAS e-filing platform is permitted under the conditions set out in the CAS guidelines on electronic filing.

The exhibits attached to any written submissions may be sent to the CAS Court Office by electronic mail, provided that they are listed and that each exhibit can be clearly identified; the CAS Court Office may then forward them by the same means. Any other communications from the parties intended for the CAS Court Office or the Panel shall be sent by courier, ~~facsimile~~ or electronic mail to the CAS Court Office.

## **B Special Provisions Applicable to the Ordinary Arbitration Procedure**

### **R40.3 Confirmation of the Arbitrators and Transfer of the File**

An arbitrator nominated by the parties or by other arbitrators shall only be deemed appointed after confirmation by the President of the Division, who shall ascertain that each arbitrator complies with the requirements of Article R33.

Once the Panel is formed, the CAS Court Office takes notice of the formation and transfers the file to the arbitrators, unless none of the parties has paid an advance of costs provided by Article R64.2 of the Code.

An [in-house or ad hoc](#) clerk independent of the parties may be appointed to assist the Panel. Her/his fees shall be included in the arbitration costs.

### **R44.4 Expedited Procedure**

With the consent of the parties, the Division President or the Panel may proceed in an expedited manner and may issue appropriate directions therefor. [The time limits and procedural calendar agreed by the parties are binding for CAS provided that they have been validated first by the Division President or the Panel.](#)

### **R46 Award**

The award shall be made by a majority decision, or, in the absence of a majority, by the President alone. The award shall be written, dated and signed. Unless the parties agree otherwise, it shall briefly state 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 Director 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 the CAS and are not notified.

[The Panel shall ensure that the procedure is handled quickly and efficiently.](#) The Panel may decide to communicate the operative part of the award to the parties, prior to delivery of the reasons. The award shall be enforceable from such notification of the operative part by courier, ~~faecsimile~~ 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 award by mail or courier. 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.

## **C Special Provisions Applicable to the Appeal Arbitration Procedure**

### **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 [the value in dispute and](#) whether or not the Respondent pays its share of the advance of costs within the time limit fixed by the CAS Court Office.

If the President of the Division decides to submit the appeal to a 3-member Panel, the Appellant shall appoint an arbitrator within the time limit set by the President of the Division, failing which the appeal shall be deemed withdrawn.

When two or more cases clearly involve the same issues, the President of the Appeals Arbitration Division may invite the parties to agree to refer these cases to the same Panel; failing any agreement between the parties, the President of the Division shall decide.

### **R54 Appointment of the Sole Arbitrator or of the President and Confirmation of the Arbitrators by CAS**

If, by virtue of the parties' agreement or of a decision of the President of the Division, a sole arbitrator is to be appointed, the President of the Division shall appoint the sole arbitrator upon receipt of the motion for appeal or as soon as a decision on the number of arbitrators has been rendered.

If three arbitrators are to be appointed, the President of the Division shall appoint the President of the Panel following nomination of the arbitrator by the Respondent and after having consulted the arbitrators. The arbitrators nominated by the parties shall only be deemed appointed after confirmation by the President of the Division. Before proceeding with such confirmation, the President of the Division shall ensure that the arbitrators comply with the requirements of Article R33.

When selecting sole arbitrators and presidents of panels, the President of the Division shall consider the criteria of expertise, diversity, equality and turnover of arbitrators.

In case a special list of arbitrators exists in relation to a particular sport or event, the Sole Arbitrator or the President of the Panel shall be appointed from such list, unless the parties agree otherwise or the President of the Division decides otherwise due to exceptional circumstances.

Once the Panel is formed, the CAS Court Office takes notice of the formation of the Panel and transfers the file to the arbitrators, unless none of the parties has paid an advance of costs in accordance with Article R64.2 of the Code.

An [in-house or ad hoc](#) clerk, independent of the parties, may be appointed to assist the Panel. Her/his fees shall be included in the arbitration costs.

Article R41 applies mutatis mutandis to the appeals arbitration procedure, except that the President of the Panel is appointed by the President of the Appeals Division.

## 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 Director 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, ~~faesimile~~ 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 award by mail or courier. 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 Panel shall ensure that the procedure is handled quickly and efficiently. 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 up to a maximum of four months after the closing of the evidentiary proceedings~~ by the Panel. ~~by the President of the Appeals Arbitration Division upon a reasoned request from the President of the Panel.~~ In case of non-compliance with the time limit, the Panel may be removed in accordance with Article R35 and the arbitrators' fees may be reduced by the ICAS Board, depending on the specific circumstances of each individual case. In any event, the President of the Division shall inform the parties of the situation and determine if an ultimate time limit is granted to the Panel or which particular measures are taken.

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.

The original award, a summary and/or a press release setting forth the results of the proceedings shall be made public by CAS, unless both parties agree that they should remain confidential. In any event, the other elements of the case record shall remain confidential.

## **F Costs of the Arbitration 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 in-house or ad hoc clerk, if any, calculated in accordance with the CAS fee scale,
- a contribution towards the expenses of the CAS, including travel and accommodation costs of CAS counsels, 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. It shall contain a detailed breakdown of each arbitrator's costs and fees and of the administrative costs and shall be notified to the parties within a reasonable period of time. 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.

## **G Miscellaneous Provisions**

R67 These Rules are applicable to all procedures initiated by the CAS as from 1 ~~February~~ July 202~~5~~3. The procedures which are pending on 1 ~~February-July~~ 202~~5~~3 remain subject to the Rules in force before 1 ~~February-July~~ 202~~5~~3, unless both parties request the application of these Rules.