



**TAS / CAS**

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

**CAS 2025/A/11388 Sophie Bordet v. International School Sport Federation (ISF)**  
**CAS 2025/A/11389 Sophie Bordet v. International School Sport Federation (ISF)**

## **ARBITRAL AWARD**

**delivered by the**

## **COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

Sole Arbitrator: Mr Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland

**in the arbitration between**

**Sophie Bordet**, Donzy, France

Represented by Mr Olivier Attias and Mr Benjamin Sabbagh Zadeh, Attorneys-at-Law, Paris, France

**- Appellant -**

**and**

**International School Sport Federation**, Lausanne, Switzerland

Represented by Mr Claude Ramoni and Ms Monia Karmass, Attorneys-at-law, Lausanne, Switzerland

**- Respondent -**

## I. PARTIES

1. Sophie Bordet (the "Appellant") is a French national who served as an elected member of the Executive Committee of the International School Sport Federation (ISF) and as Chair of the ISF Integrity Committee. She was elected to the ISF Executive Committee in 2020 and re-elected in 2022 for a term expiring in 2026.
2. The International School Sport Federation (the "Respondent" or the "ISF") is an international association under Swiss law, domiciled in Lausanne, Switzerland. It is the umbrella organisation for national school sport organisations and organises international school sport events, including the "Gymnasiade".
3. The Appellant and the Respondent are jointly referred to as the "Parties".

## II. FACTUAL BACKGROUND

4. What follows is a short summary of the background facts and allegations based on the Parties' written and oral submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts and allegations found in the Parties' submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties, this award (the "Award") refers only to the submissions and evidence considered necessary to explain the reasoning.
5. In late 2024, the ISF faced governance and financial challenges leading to the resignation of its then President.
6. Between January and April 2025, concerns were raised within the ISF regarding the Appellant's conduct, including steps allegedly taken by the Appellant to establish a new entity, the "International School Sport Committee", and to register certain trademarks, using a company apparently linked to the Appellant and named "MAN SAS".
7. On 30 January 2025, the ISF Executive Committee provisionally suspended the Appellant from her functions pending further measures. The Appellant had not been invited to attend the meeting held on 30 January 2025. According to the Decision with grounds, issued on 3 February 2025, the Appellant had not been invited "*due to a conflict of interests as the only item on the agenda is to discuss her actions*".
8. Following the decision taken on 30 January 2025, the Appellant filed a criminal complaint against several members of the ISF Executive Committee.
9. Based on the decision of 30 January 2025, the Ethics and Legal Committee of the ISF, appointed M Lou Brouleau as independent investigator and instructed her to conduct a thorough and impartial investigation of the allegations raised against the Appellant.
10. On 22 March 2025, Ms Brouleau, issued an investigation report following her review of the actions of Appellant.

11. On 28 March 2025, the Executive Director of the ISF, Ms Hasnae El Ayoubi, transmitted a copy of the report of Ms Brouleau to the Appellant and indicated that in case the Appellant wanted "*to be heard and provide explanations, you [the Appellant] may do so in writing within a deadline expiring on 3 April 2025. If you [the Appellant] are willing to be personally heard by the Executive Committee, please let us know within the same deadline. You [the Appellant] may then be heard by videoconference*".
12. On 3 April 2025, the Appellant's Counsel submitted a letter of 13 pages to the ISF, together with 9 exhibits. The letter commented in detail all the allegations raised against the Appellant.
13. On 6 April 2025, the ISF Executive Committee resolved to refer the Appellant to the General Assembly for a decision on dismissal.
14. On 7 April 2025, the ISF's Counsel communicated the decision of the ISF Executive Committee of 6 April 2025 to the Appellant's Counsel. Attached to the Email of the ISF was also a copy of the email sent by the ISF to all ISF members with which the members had been provided with the copy of the letter of the Appellant's counsel of 3 April 2025, as requested by the Appellant.
15. On the same date, the letter of the Appellant's Counsel dated 7 April 2025 was also transmitted to all ISF members, as requested by the Appellant.
16. On 8 April 2025, the Appellant's Counsel was initially denied and later granted the right to participate in the General Assembly. In particular, the ISF's Counsel informed the Appellant's Counsel that she was granted "*no more than 5 minutes to make a statement*".
17. On 8 April 2025, the ISF General Assembly voted by secret ballot to dismiss the Appellant from her position as a member of the Executive Committee.
18. On 9 April 2025, the Executive Committee decided to relieve her from her Integrity Committee Chair role.

### **III. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

19. The Appellant filed a Statement of Appeal on 23 April 2025 against (i) the decision of the Executive Committee of the ISF dated 6 April 2025 and (ii) the decision of the General Assembly of the ISF dated 8 April 2025 to dismiss Ms Bordet from her position as a member of the Executive Committee of the ISF (jointly referred to as the "Appealed Decisions").
20. On 25 April 2025, the CAS Court Office informed the Parties that as the Appellant was challenging two distinct decisions of the ISF, each appeal would be treated separately, resulting in the opening of two separate proceedings (subject to Article R50 para. 3 of the Code for Sports-related Arbitration (2023 edition), the "CAS Code"), i.e. the CAS 2025/A/11388 and the CAS 2025/A/11389 proceedings.

21. As indicated and agreed by the Parties during the Hearing, for reasons of efficiency and procedural economy, the present Award covers both proceedings and both Appealed Decisions. Where appropriate, the two cases are dealt with separately.
22. On 7 May 2025, the Appellant filed the Appeal Brief.
23. On 14 May 2025, in light of the Parties' agreement, the CAS Court Office confirmed that cases *CAS 2025/A/11388* and *CAS 2025/A/11389* would be submitted to the same Arbitral Tribunal pursuant to Article R50 of the CAS Code.
24. The ISF filed its Answer on 3 July 2025.
25. On 19 June 2025, the CAS Court Office informed the Parties that, following their agreement on the person of the Sole Arbitrator, the Panel appointed to decide the matter was constituted as follows:  
  
Sole Arbitrator: Mr Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland.
26. On 15 July 2025, the Sole Arbitrator decided to order a second round of submissions strictly limited to the matter of CAS jurisdiction.
27. On 4 August 2025, the Appellant submitted her Answer to the Respondent's Objections to Jurisdiction.
28. On 11 August 2025, the CAS Court Office informed the Parties *inter alia* as follows on behalf of the Sole Arbitrator:  
  
*"In view of the fact that, in any event, jurisdiction of the CAS is not disputed for at least some of the Prayers for Relief, the Sole Arbitrator does not consider it necessary to grant, as originally planned, an additional deadline to the Respondent to rebut the last comments filed by Appellant. Both Parties will be entitled to make at their discretion further considerations and submissions on jurisdiction at the Hearing.*  
  
*Further, in view of the Hearing to be held, the Sole Arbitrator has decided to follow ordinary CAS procedure and to not order an additional round of written submissions. Accordingly, the procedural request of the Appellant (i.e. "that the ISF not be granted leave to file a reply to this Answer to the Respondent's Objections to Jurisdiction unless and until the Appellant is afforded the opportunity to file a reply on the merits in response to the ISF's Answer dated 3 July 2025") is moot".*
29. On 15 August 2025, the CAS Court Office informed the Parties that a hearing would be held on 30 September 2025 at the CAS Court Office in Lausanne. In the same correspondence, the Parties were invited to attend a Case Management Conference on 2 September 2025, to discuss the structure, the starting time and other practical issues of the Hearing.
30. On 2 September 2025, the Case Management Conference took place and the Parties agreed on the practical matters mentioned above.

31. On 30 September 2025, the Hearing was held, in person, at the CAS Court Office in Lausanne. The following persons attended the hearing besides the Sole Arbitrator and Ms Amelia Moore, Counsel to the CAS:

For the Appellant:

- The Appellant herself, Ms Sophie Bordet;
- Mr Olivier Attias, Counsel;
- Mr Benjamin Sabbagh Zadeh, Counsel;
- Ms Karen Leach, as a witness (by video).

For the Respondent:

- Mr Zeljko Tanaskovic, ISF President, as Party representative and witness;
  - Ms Hasnae El Ayoubi, ISF Executive Director, as Party representative and witness;
  - Ms Belijana Majstorović, as interpreter (by video);
  - Mr Claude Ramoni, Counsel;
  - Ms Monia Karmass, Counsel;
  - Mr Ricardo Suescun Sabadell, Counsel.
32. At the outset of the Hearing, the Parties declared that they had no objection to the appointment of the Sole Arbitrator and to the manner in which the procedure had been conducted until the Hearing.
33. The Sole Arbitrator heard the testimony of all witnesses called by the Parties. All witnesses heard by the Sole Arbitrator were advised of their obligation to tell the truth.
34. During the Hearing, the Parties made full oral submissions. Before the Hearing concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and confirmed that they had been given a full opportunity to present their cases, submit their arguments, and to answer the questions posed by the Sole Arbitrator. They confirmed that their right to be heard had been respected and that due process had been granted.

#### **IV. SUBMISSIONS OF THE PARTIES**

35. This section of the Award does not contain an exhaustive list of the Parties' contentions; its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims, the Sole Arbitrator has accounted for and carefully considered all the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

**A. The Appellant's Position**

36. In her Appeal Brief, the Appellant requested as follows:

*"(a) Annul the decision of the Executive Committee of the ISF of 6 April 2025 to submit Sophie Bordet's dismissal as member of the Executive Committee to the General Assembly of the ISF.*

*(b) Annul the decision of the General Assembly of the ISF of 8 April 2025 to dismiss Sophie Bordet from the Executive Committee of the ISF.*

*(c) Order the ISF to pay the Appellant a total of 350,000 euros as compensation for the emotional damage directly resulting from the vexatious removal process it initiated against her.*

*(d) Order the ISF to pay the Appellant a total of 150,000 euros as compensation for the reputational damage directly resulting from the vexatious removal process it initiated against her.*

*(e) Should Mrs Sophie Bordet's removal from the Executive Committee not be annulled, order the ISF to pay the Appellant a total of 230,000 euros as compensation for the losses resulting from her personal and financial investment and involvement with the ISF.*

*(f) Order the ISF to pay the Appellant for the legal counsel and arbitration costs she incurred in this appeal.*

*(g) Order the ISF to pay the Appellant post-award interest on the above sums to be assessed by the arbitral panel".*

37. On 17 September 2025, the Appellant submitted the following updated Prayers for relief:

*"(a) Find the CAS has jurisdiction to rule on the prayers for relief (a), (c), (d) and (e) of the Appeal Brief of 7 May 2025.*

*(b) Find the claims that are translated in the prayers for relief as items (a), (c), (d) and (e) of the Appeal Brief of 7 May 2025 are admissible.*

*(c) Annul the decision of the Executive Committee of the ISF of 6 April 2025 to submit Sophie Bordet's dismissal as member of the Executive Committee to the General Assembly of the ISF.*

*(d) Annul the decision of the General Assembly of the ISF of 8 April 2025 to dismiss Sophie Bordet from the Executive Committee of the ISF.*

*(e) Order the ISF to pay the Appellant a total of 350,000 euros as compensation for the emotional damage directly resulting from the vexatious removal process it initiated against her.*

*(f) Order the ISF to pay the Appellant a total of 150,000 euros as compensation for the reputational damage directly resulting from the vexatious removal process it initiated against her.*

- (g) *Should Mrs Sophie Bordet's removal from the Executive Committee not be annulled, order the ISF to pay the Appellant a total of 230,000 euros as compensation for the losses resulting from her personal and financial investment and involvement with the ISF.*
- (h) *Order the ISF to pay the Appellant for the legal counsel and arbitration costs she incurred in this appeal.*
- (i) *Order the ISF to pay the Appellant for the legal counsel and arbitration costs she incurred in defending the ISF's objections to jurisdiction.*
- (j) *Order the ISF to pay the Appellant post-award interest on the above sums to be assessed by the Arbitrator”.*
38. The Appellant argues that both the Executive Committee decision of 6 April 2025, proposing her dismissal, and the General Assembly decision of 8 April 2025, dismissing her, should be annulled because serious breaches of the ISF Statutes, the Code of Conduct and Swiss law tainted the voting processes and could have affected the voting outcomes under Swiss law. The Appellant submits that procedural compliance is essential to the validity of association decisions and that material breaches warrant annulment.
39. The Appellant's submissions in support of her appeal against the Appealed Decisions may be briefly summarized as follows:
40. The Executive Committee's 30 January 2025 suspension and 6 April 2025 resolution, and the General Assembly's 8 April 2025 dismissal, breached the ISF Statutes and Code of Conduct and Swiss law (in particular the right to be heard and to due process). Further, they were based on fabricated, manipulated and incomplete information, and should therefore be declared null and void.
41. In the Appellant's view, the breaches of the ISF Statutes and of the ISF Code of Conduct have been so serious "*that they influenced the result of the votes*".
42. The Appellant contends that the decision of the Executive Committee of 6 April 2025 was unlawful for two principal reasons.
43. First, she states she was not invited to the 6 April Executive Committee meeting, contrary to Article 2.2.5 of the ISF Statutes, which requires all Executive Committee members to be invited and treats repeated absences as resignations only where proper invitations are issued; she argues the meeting was therefore not validly convened and any decision taken is without effect. She further submits that her participation could have altered deliberations and the vote, thereby satisfying the Swiss-law materiality threshold for annulment.
44. Second, the Appellant argues Article 15 of the Code of Conduct requires the ISF Disciplinary Committee — not the Ethics and Legal Committee — to investigate alleged breaches by persons involved in ISF governance and to provide recommendations before any decision is taken; she submits no Disciplinary Committee investigation occurred and that reliance on an investigation commissioned by another committee violated the Code,

again potentially affecting the outcome.

45. On this basis, the Appellant seeks annulment of the 6 April 2025 decision for multiple statutory and code violations that, in her view, could have influenced the vote and thus fail under Swiss law and CAS standards on procedural compliance and voting validity.
46. As to the decision of the ISF General Assembly of 8 April 2025, the Appellant argues that the decision breached Article 2.1.3.7 of the ISF Statutes, which requires circulation of the final agenda and supporting documents at least 30 days in advance (or shorter timeframes only for online emergency meetings). Although an agenda was sent on 7 March 2025, it generically listed “*If applicable, election and dismissal of ISF Officials*” without disclosing that her personal dismissal would be proposed; the specific proposal and supporting materials were circulated only on 7 April 2025, i.e., one day before the vote.
47. The Appellant further asserts procedural imbalance at the General Assembly: her Counsel was initially refused participation and only admitted 41 minutes before the scheduled item; the ISF’s Counsel spoke for about 20 minutes with slides, while her Counsel was limited to 5 minutes despite the Statutes capping speaking time at 5 minutes absent a timely written request for 10 minutes, and allowing exceptions only in extraordinary circumstances. She argues the different treatment and compressed notice prevented members from preparing and voting in full knowledge, contrary to CAS guidance that strict compliance with convening and preparation rules underpins validity.
48. Further, the Appellant notes that approximately 25% of the ISF members did not vote to dismiss her, which she says confirms that proper procedure might have changed the result, warranting annulment under Swiss law.
49. The Appellant further argues that the alleged conflict of interest retained by the Respondent does not proscribe the Appellant’s actions. Accordingly, in the Appellant's view, no disciplinary offence was established, and, in any event, compensation is due for the damages caused, i.e. the emotional and reputational harm (EUR 350,000 and EUR 150,000) and, subsidiarily, for unjust enrichment (EUR 230,000) if her reinstatement is denied.
50. Finally, the Appellant argues that both decisions violated her right to be heard as recognized in CAS jurisprudence. She claims she was provisionally suspended on 30 January 2025, without being heard; the 22 March 2025 investigation report was prepared without interviewing her or relevant entities; the 6 April 2025 decision was taken after only a brief written submission; and the 8 April 2025 hearing was imbalanced in timing and speaking opportunities. She submits these cumulative shortcomings infringed due process and require annulment of the decisions.

## **B. The Respondent’s Position**

51. In its Answer, the Respondent requested the Sole Arbitrator to rule as follows:

*"I. The CAS does not have jurisdiction to rule on the prayers for relief (a), (c), (d) and (e) of the Appeal Brief of 7 May 2025.*

*II. The appeal filed by Ms Sophie Bordet against the International School Sport Federation's Executive Committee's resolution of 6 April 2025 is inadmissible.*

*III. Ms Sophie Bordet's requests that ISF be condemned to pay EUR 350,000 + EUR 150,000 + EUR 230,000 to her (prayers for relief (c), (d) and (e)) are inadmissible.*

*IV. The appeals filed by Ms Sophie Bordet against (i) the International School Sport Federation's Executive Committee's resolution of 6 April 2025 and (ii) the International School Sport Federation's General Assembly's decision of 8 April 2025 are dismissed.*

*V. All prayers for relief by Ms Sophie Bordet are dismissed.*

*VI. Ms Sophie Bordet shall bear all the arbitration costs.*

*VII. Ms Sophie Bordet shall be ordered to pay to the International School Sport Federation a significant contribution towards its legal and other costs incurred within the framework of these proceedings, in an amount to be determined at the discretion of the Panel, upon submission of the International School Sport Federation's statement of costs at or after the hearing".*

52. The Respondent's submissions may be summarized as follows:
53. The appeal against the resolution of 6 April 2025 of the Executive Committee of the ISF is inadmissible as it is a non-final preparatory act without *animus decidendi*.
54. Further, as to the Appellant's pecuniary claims, they are outside CAS's jurisdiction, as these are appeal proceedings directed against two decisions. The only appealable decision is the decision of the General Assembly of 8 April 2025.
55. On the merits, considering the loss of trust, the General Assembly of the ISF lawfully terminated the Appellant's mandate under Swiss association law (Article 65 of the Swiss Civil Code, "CC") and mandate law (Article 404 of the Swiss Code of Obligations, "CO") as a governance measure, not as a disciplinary sanction. The Respondent submits that the due process requirements applicable to sanctions do not apply, and that, in any event, the Appellant was heard in writing and orally, and that her counsel was admitted to the General Assembly. Any procedural imperfections were minor, non-causal, and cured by *de novo* review of the CAS in accordance with Article R57 of the CAS Code.
56. Finally, according to Respondent, CAS lacks jurisdiction over the Appellant's damages claims, which should in any event be rejected the merits.

## **V. JURISDICTION**

57. This arbitral procedure is governed by the Article 176 et seq. of the Swiss Private International Law Act ("PILA"), as at least one of the Parties is domiciled outside Switzerland and because the seat of the arbitration is in Switzerland (Article R27 of the CAS Code). Furthermore, the Parties have not opted out of the applicability of chapter 12 of the PILA.

58. Article R47(1) of the CAS Code provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS if the statutes or regulations of said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.*

59. The Respondent does not contest the jurisdiction of CAS to decide appeals directed against final decisions issued by the competent bodies within the ISF, as set out in Article 13(2) of the ISF Statutes.

60. Article 13 of the ISF Statutes reads as follows:

*“13 Applicable Law and Dispute Resolution*

*For any question or matter not specifically provided in the present statutes, or in the Internal Regulations, the laws and customs applicable in Switzerland shall apply.*

*Final decisions issued by the competent bodies within the ISF may be exclusively appealed before the Court of Arbitration for Sport in Lausanne, Switzerland, which will resolve the dispute definitively in accordance with the Code of sports-related arbitration. The time limit for appeal is twenty-one days after the reception of the decision concerning the appeal. The panel of arbitrators shall resolve the dispute by exclusively applying the ISF statutes and regulations and Swiss law.*

*Any other dispute between the ISF and any of its member or affiliated person, which does not relate to a decision issued by the ISF shall be exclusively settled by the competent courts in Lausanne, Switzerland”.*

61. It is undisputed that the decision of the General Assembly of 8 April 2025 constitutes a final decision passed by a legal body of the ISF and that, based on Article 13 of the ISF Statutes, CAS has jurisdiction to decide on the appeal directed against the decision of the General Assembly. This has been confirmed by the Respondent's signature of the Order of Procedure.

62. In relation to the decision of the Executive Committee of the ISF of 6 April 2025, the Sole Arbitrator is satisfied that CAS has no jurisdiction to decide on an appeal directed against such decision. As set out above, Article 13 of the ISF Statutes explicitly limits appeals to CAS to "final decisions". Article R47 of the CAS Code also requires the exhaustion of all internal remedies.

63. The content and meaning of the decision of the Executive Committee of 6 April 2025 are clear: the executive body of the ISF decided to refer the matter for decision to the competent body, the General Assembly. The Sole Arbitrator therefore shares the view of the Respondent that such referral is not, by its very nature, a "final decision" within the meaning of Article 13 of the ISF Statutes. In fact, the corporate life of a legal entity would become unmanageable if one were to declare admissible appeals directed against any kind of preparatory decisions, i.e. of decisions that are not final, but have the purpose of advancing a certain procedure.

64. The arguments made by the Appellant in her Answer to the Objections to Jurisdiction do not bring the Sole Arbitrator to any other conclusion: in particular, a decision to submit a matter to the decision of the General Assembly cannot be compared to a final decision closing a disciplinary procedure. Further, the Sole Arbitrator does not share the view of Appellant that the decision of the Executive Committee was "final": rather, the General Assembly was free to take any decision in relation to the position of the Appellant.
65. Against the above background, the Sole Arbitrator has no jurisdiction to decide on the appeal directed against the resolution taken on 6 April 2025 by the Executive Committee of the ISF.
66. Also disputed by the Respondent is the jurisdiction of CAS concerning the pecuniary claims submitted by the Appellant.
67. Article 13 of the ISF Statutes explicitly foresees that the jurisdiction of CAS shall be limited to appeals against final decisions. The Sole Arbitrator is satisfied that the meaning of Article 13(3), quoted above, is very clear: for any other dispute than an appeal against a final decision, CAS has no jurisdiction and the matter "*shall be exclusively settled by the competent courts in Lausanne, Switzerland*".
68. The Appellant has not brought convincing arguments against applying the above rule. In her Answer to the Objection to Jurisdiction, the Appellant argues that the link between the Appealed Decisions and the suffered damages justifies CAS retaining jurisdiction also over those pecuniary claims.
69. In the Sole Arbitrator's view, this argument and the references made to previous CAS cases are not convincing. In the present case, the Appellant was not and is not prevented from filing a civil claim against the Respondent before the competent courts in Lausanne, as explicitly stated in Article 13(3) of the ISF Statutes.
70. In addition, the Sole Arbitrator notes that Prayer (e) seeks a compensation for the personal and financial investment made by the Appellant, in the event CAS dismisses the appeals and confirms the Appealed Decisions. Whether or not such a claim is due is admittedly totally disconnected from the issue of validity of the Appealed Decisions.
71. Considering all arguments advanced by the Parties, orally and in writing, the Sole Arbitrator is satisfied that CAS has no jurisdiction to decide the appeal directed against the resolution of the Executive Committee of the ISF of 6 April 2025 nor to decide on the pecuniary claims filed by the Appellant against the Respondent.
72. It follows from the above that CAS has jurisdiction to hear only the appeal directed against the decision of the General Assembly of 8 April 2025. Accordingly, the Sole Arbitrator will decide (i) whether or not the decision of the ISF General Assembly of 8 April 2025 shall be confirmed, and (ii) the usual financial consequences concerning arbitration costs and contribution to legal expenses, as per Article R64 of the CAS Code.

## **VI. ADMISSIBILITY**

73. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for the appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the parties”.*

74. Article 13 of the ISF Statutes provides a deadline to file an appeal of 21 days, starting from *“the reception of the decision concerning the appeal”*.

75. It has remained undisputed that the appeal against the decision of the ISF General Assembly of 8 April 2025 has been filed in time and in accordance with the formal requirements under the CAS Code. Accordingly, this appeal is admissible.

76. In view of the lack of jurisdiction concerning the appeal directed against the resolution of the Executive Committee of 6 April 2025 and with respect to the pecuniary claims, there is no need to decide on the formal admissibility of those requests.

## **VII. OTHER PROCEDURAL ISSUES**

77. As indicated above, and anticipated during the Hearing, the Parties agreed that only a single Award would be issued covering both CAS proceedings.

## **VIII. APPLICABLE LAW**

78. Article R58 of the CAS Code provides as follows:

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in absence of such choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

79. Pursuant to Article 13(1) of the ISF Statutes, the Sole Arbitrator shall apply the ISF statutes and regulations and, subsidiarily, *“the laws and customs applicable in Switzerland”*.

## **IX. MERITS**

*(1) The Issue at Stake*

80. The main issue to be resolved by the Sole Arbitrator is whether the decision of the ISF General Assembly of 8 April 2025 violates the ISF Statutes and Regulations and/or Swiss law.

(2) *Competence*

81. Article 2.1.1 of the ISF Statutes states that the General Assembly "*shall have the authority to decide on [...] the election and dismissal of elected members of the Executive Committee*".
82. Article 2.2.2.1(3) provides that while elections of members of the Executive Committee are held every four years, vacant positions may need to be filled "*e.g. as a result of resignation or dismissal*".
83. The above legal framework is in line with Swiss law. Article 65 CC reads as follows:

*"(1) The general meeting of members decides on admission and exclusion of members, appoints the committee and decides all matters which are not reserved to other governing bodies of the association.*

*(2) It supervises the activities of the governing bodies and may at any time dismiss the latter without prejudice to any contractual rights of those dismissed.*

*(3) The right of dismissal exists by law whenever justified by good cause".*

84. The above leads to a first interim conclusion: both under the Statutes of ISF and Swiss law, the General Assembly is indeed the competent body to decide on the dismissal of a member of the ISF Executive Committee.

(3) *Timing*

85. Under Article 65(2) CC, quoted above, a General Assembly of an association may dismiss governing bodies at any time. This is confirmed by the above quoted Articles 2.1.1 and 2.2.2.1(3) of the ISF Statutes.
86. The legal nature of the relationship between an association and a member of the executive body of such association depends on the specific circumstances, but is generally characterised as a mandate as per Article 394 et seqq. CO or, in case the member of the executive body is an employee of the association, as employment agreement as per Article 319 et seqq. CO (see, *ex multis*, Riemer, Berner Kommentar, 2023, Art. 69 N 20 et seqq.).
87. Unlike a suspension or a fine, the dismissal of a member of an executive body is not *per se* a disciplinary sanction. While under certain circumstances disciplinary grounds may motivate the decision, the measure is primarily the exercise of the governance power granted by the law to the general assembly of an association, and, in this case, confirmed by the ISF Statutes.
88. The above explains why a dismissal of a member of an executive body of an association can be decided by the competent corporate body, in principle, at any time. A dismissed member may have, depending on the circumstances, a contractual claim for the payment of certain salary, if the member is an employee, or compensation for some expenses, if the requirements under the relevant contract justify such a claim. But a member of an executive body cannot somehow insist on the strict compliance with any term of office.

89. This is in any event the case for those associations that, like the ISF, do not limit the right of the competent body to dismiss a member of the executive body. As anticipated above, under Swiss law it is recognised that the role of a general assembly to act as highest monitoring body of an association includes the right of the assembly to dismiss members of the executive body of the association at any time, independently of whether such dismissal terminates a mandate of an elected person before the expiry of the originally foreseen term of office. The power to dismiss a member of the executive body is not limited nor restricted by the existence of valid grounds, by the presence of fault of the relevant member of the executive body or by the compliance with any termination notice period (Riemer, *op. cit.*, Art. 65 N 16).
90. However, Swiss law allows an association to limit the power to dismiss at any time a member of the executive body only in situations where valid grounds exist. In fact, Article 65(3) CC reads: "*The right of dismissal exists by law whenever justified by good cause*". The Sole Arbitrator notes that the ISF has not made use of such right, and no limitation of the power to dismiss has been inserted in the ISF Statutes.
91. The above leads to a further interim conclusion, namely that the validity of the decision of the General Assembly of 8 April 2025 cannot be questioned for timing reasons.
- (4) Procedural Grounds for Nullity or Invalidity of the decision of the General Assembly*
92. The Sole Arbitrator must now review whether any procedural defects or mistakes occurred that would warrant the annulment of the decision of the General Assembly of 8 April 2025 or even trigger, as argued by the Appellant, the nullity of the decision.
93. Before reviewing the procedural arguments raised by the Appellant in detail, it should be clarified that under Swiss law only *serious formal deficiencies* and/or *serious deficiencies in terms of content* may be considered as grounds to admit the nullity of a final decision of an association (cf. *ex multis* Riemer, *op. cit.*, Art. 75 N 107 et seq.).
94. The Appellant alleges multiple breaches of a formal nature: non-compliant convening, late communication of documents and agenda specifics, imbalance in speaking time, late confirmation of counsel attendance, the violation of the right to be heard and reliance on fabricated, manipulated, and incomplete information.
95. On the basis of the evidence submitted, the Sole Arbitrator is not satisfied that the decision of the General Assembly of 8 April 2025 is affected by any serious deficiencies.
96. The Sole Arbitrator notes that on 3 April 2025, i.e. five days before the General Assembly, the Appellant sent a letter to the ISF of 13 pages, asking among other things that, in case the General Assembly of 8 April 2025 were asked to vote on the dismissal of the Appellant, the Executive Body of the ISF had to "*(a) ensure that the present letter is shared with all ISF members called to attend the general assembly, sufficiently in advance to allow them to make an informed decision when casting their votes, and (b) provide formal proof that the present letter has been distributed to all members invited to the general assembly*".

97. On 6 April 2025, the Executive Committee met, resolved to submit the matter to the General Assembly and accepted the Appellant's request that her letter be shared with all ISF members.
98. On 7 April 2025, the Appellant was informed of the resolution of the Executive Committee and was provided with the evidence that her letter of 3 April 2025 had been shared, as she had requested, with all ISF members.
99. On the same day, the Appellant sent a further letter to the ISF, requesting that this second letter also be shared with all members of the ISF or, if the letter "*should be impossible to transmit*", that it be read aloud at the General Assembly. Further, the Appellant asked that her Counsel be permitted to attend the General Assembly.
100. What the above shows is that at no time the Appellant considered it inappropriate for the matter to proceed or that a decision on 8 April 2025 by the ISF General Assembly would be null and void. She expressed her surprise at the short notice time, but she simply requested that her two letters be shared with the ISF members and that her lawyer be permitted to attend the General Assembly. At no time the Appellant requested a postponement of the General Assembly, nor did she argue that such a General Assembly would not be able to take a valid decision. She wanted to make her case, which is of course legitimate.
101. The Sole Arbitrator acknowledges that the ISF complied with the requests advanced by the Appellant: the letters of 3 and 6 April 2025 were shared with all ISF members, and the Appellant's Counsel was entitled to speak at the General Assembly, before the Assembly voted on the dismissal of the Appellant. Further, it has remained undisputed that the Agenda of the General Assembly included the standard item "*If applicable, election and dismissal of ISF Officials*".
102. Accordingly, the Sole Arbitrator is satisfied, on the basis of the evidence available, that the formal arguments raised by the Appellant cannot be upheld, and the decision taken by the General Assembly on 8 April 2025 does not suffer from formal deficiencies. The ISF members had been aware that the Agenda of the General Assembly included the possible dismissal of ISF Officials; they also had received the correspondence that the Appellant has requested the ISF to provide to the members; there is no evidence available that would indicate that the vote at the General Assembly of 8 April 2025 was considered by any ISF member and/or by the Appellant herself, unacceptable in time and form.
103. Further, the Appellant also argues that her right to be heard had been violated. The Sole Arbitrator notes that the ISF asked an independent person, Ms Brouleau, to conduct an investigation; that the ISF Executive Committee acknowledged the letters of the Appellant of 3 and 7 April 2025; that they were shared with the ISF members; and that the Appellant's Counsel had the right to speak at the Assembly. Accordingly, even if the time granted to Counsel to present the case of the Appellant was relatively short, the Sole Arbitrator does not share the view of the Appellant that her right to be heard had been violated. Rather, the members of the ISF, when they voted on the dismissal of the Appellant had been aware of her position and her arguments, set out in detail in the letter

of 3 April 2025 (of 13 pages) and reaffirmed both in the letter of 7 April 2025 and in the oral statement of the Appellant's Counsel. Accordingly, the Sole Arbitrator finds no breach of the Appellant's right to be heard invalidating the decision.

*(5) Other Grounds for Annulment*

104. Finally, the Appellant argues that the decision to dismiss her was taken on the basis of fabricated, manipulated and incomplete information and that based on Article 28 of the Swiss Federal Code of Obligations ("CO"), the decision shall be annulled.
105. Article 28 CO is part of the rules relating to defects of the consent of parties when concluding an agreement. The Appellant argued that "*a decision obtained by deceit may be annulled because the consent of the decisionmaker is then considered to have been obtained through fraud*". The Appellant however did not indicate why and how Article 28 CO could apply, *mutatis mutandis*, not only to the conclusion of a contract but also to the decision of a member of an association on how to vote on a certain issue.
106. The issue of the applicability of Article 28 CO can, in any event, be left open in the present case. Article 75 CC foresees the possibility of a challenge of a final decision of a general assembly of a Swiss association, in cases where the decision violates the Statutes and the rules of the association and/or the law. If an executive body of an association willingly and maliciously submits wrong, fake, fabricated information to the members of the association, to induce fraudulently the members to vote in a certain manner, it is likely that in so doing such executive body violates its duties under the Statutes and the law.
107. The Sole Arbitrator, however, is not satisfied that the ISF Executive Body can be reproached with such kind of fraudulent activity in the circumstances of the present case. In particular, after careful consideration of all evidence submitted, the Sole Arbitrator is not satisfied that the General Assembly had been provided, by either the Appellant or the Executive Committee, with fabricated, manipulated or incomplete information. Rather, the Sole Arbitrator, on the basis of the evidence presented by the Parties, is satisfied that both the Appellant and the ISF Executive Committee have submitted to the attention of the ISF members the factual basis that they considered in good faith to be accurate and relevant.
108. Accordingly, the Sole Arbitrator finds no deceit invalidating the decision of the ISF General Assembly of 8 April 2025.

*(6) Conclusion*

109. Given the above, the appeal fails. The decision of the ISF General Assembly of 8 April 2025 does not violate the ISF Statutes nor the ISF Regulations nor Swiss law. Therefore, the request to annul that decision shall be rejected.

*(7) Other Prayers for Relief and Requests*

110. The above conclusion on the merits, together with the lack of jurisdiction of CAS to decide on the requests concerning the decision of the Executive Committee of 6 April

2025 and those relating to pecuniary claims, makes it unnecessary for the Sole Arbitrator to consider the other requests submitted by the Parties.

111. Accordingly, all other requests and prayers of the Parties are dismissed.

**X. COSTS**

(...)

## ON THESE GROUNDS

### The Court of Arbitration for Sport rules that:

1. The Court of Arbitration for Sport does not have jurisdiction to rule on the appeal filed on 23 April 2025 by Ms Sophie Bordet with respect to the decision rendered by the Executive Committee of the International School Sport Federation on 6 April 2025 in procedure *CAS 2025/A/11388*.
2. The Court of Arbitration for Sport does not have jurisdiction to rule on the pecuniary claims submitted by Ms Sophie Bordet against the International School Sport Federation in procedures *CAS 2025/A/11388* and *CAS 2025/A/11389*.
3. The appeal filed on 23 April 2025 by Ms Sophie Bordet with respect to the decision rendered by the General Assembly of the International School Sport Federation on 8 April 2025 in procedure *CAS 2025/A/11389* is admissible.
4. The appeal filed on 23 April 2025 by Ms Sophie Bordet with respect to the decision rendered by the General Assembly of the International School Sport Federation on 8 April 2025 in procedure *CAS 2025/A/11389* is dismissed.
5. (...).
6. (...).
7. All other or further claims and counterclaims are dismissed.

Seat of the arbitration: Lausanne, Switzerland  
Date: 26 January 2026

## THE COURT OF ARBITRATION FOR SPORT

Michele A.R. Bernasconi  
Sole Arbitrator