

**CAS 2025/A/11265 Lithuanian Biathlon Federation, Lithuanian Cycling Federation,
Lithuanian Athletics Federation & Lithuanian Tennis Union v. Lithuanian National
Olympic Committee**

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Mario Vigna, Attorney-at-Law in Rome, Italy

in the arbitration between

Lithuanian Biathlon Federation, Vilnius, Lithuania

Lithuanian Cycling Federation, Vilnius, Lithuania

Lithuanian Athletics Federation, Vilnius, Lithuania

Lithuanian Tennis Union, Vilnius, Lithuania

All represented by Mr Giedrius Murauskas and Mr Tadas Katauskas, Attorneys-at-law at Noor
Legal, Vilnius, Lithuania

Appellants

and

Lithuanian National Olympic Committee, Vilnius, Lithuania

Represented by Ms Kristina Balevičienė, Attorney-at-law at Duelex and Mr Laimonas Pivoras,
Attorney-at-law, Vilnius, Lithuania

Respondent

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I. PARTIES

A. The Appellants

1. The Lithuanian Biathlon Federation is the national federation for the sport of biathlon of Lithuania, with headquarters in Vilnius, Lithuania (the “LBF”).
2. The Lithuanian Cycling Federation is the national federation for the sport of cycling of Lithuania, with headquarters in Vilnius, Lithuania (the “LCF”).
3. The Lithuanian Athletics Federation is the national federation for the sport of athletics of Lithuania, with headquarters in Vilnius, Lithuania (the “LAF”).
4. The Lithuanian Tennis Union is the national federation for the sport of tennis of Lithuania, with headquarters in Vilnius, Lithuania (also the “Lithuanian Tennis Association” or the “LTU”).
5. The LBF, the LCF, the LAF and the LTU are jointly referred to as the “Appellants”.
6. The Appellants are all members of the Lithuanian National Olympic Committee and of the Lithuanian National Association of Sports Federations (“NASF”).

B. The Respondent

7. The Lithuanian National Olympic Committee is the governing body for all recognised Olympic sports for Lithuania, with headquarters in Vilnius, Lithuania (the “LNOC” or the “Respondent”).

II. FACTUAL BACKGROUND

8. The following is a summary of the relevant facts and allegations derived from the Parties’ written submissions¹, supporting documentation and pleadings adduced at the hearing. Additional facts and allegations found in the Parties’ written submissions and evidence may be set out, where appropriate, in connection with the legal discussion that follows. While the Sole Arbitrator has carefully reviewed all factual, legal and evidentiary submissions, he refers in his Award only to those matters he considers necessary to explain his reasoning.

A. Background amendments to Lithuanian Law that are relevant to the dispute

9. Under Article 22 para. 1 subpara. 10 of the Law on Sports in force in Lithuania since 2019, any sports federation or non-governmental organization managing the Olympic movement in Lithuania seeking State funds for the implementation of sports programs must establish, in its founding documents, “*the rotation of members of the governing bodies of the sports federation, providing for 2 terms of 4 years each or 4 terms of 2 years*”

¹ Save where stated differently, the direct quotes found in the factual background that follows all stem from the English translation of the Lithuanian originals filed by the Appellants (and not contested by the Respondent).

each for the same person, and a 4-year break at the end of these terms” (the “Rotation Requirement” – English translation of the Lithuanian original filed by the Respondent).

10. The LNOC did not adopt the Rotation Requirement in the LNOC Articles of Association, since:
 - (i) until 1 July 2022 it received its principal funds from the lottery company “Olifėja”, as the Law on Lotteries in force in Lithuania imposed an obligation on lottery organisers to allocate 8% of their revenues “*for sponsorship purposes*”, which was thus allocated to the support of the LNOC.
 - (ii) The Rotation Requirement appeared in contradiction with the Olympic Charter, under which:
 - (a) Rule 28:

“1 Whatever their composition, NOCs must include:

1.1 all IOC members in their country, if any. Such members have the right to vote in the general assemblies of the NOC. In addition, the IOC members in the country referred to in Rule 16.1.1.1 and Rule 16.1.1.2 are ex officio members of the NOC executive body, within which they have the right to vote”;
 - (b) Rule 16.1.7: “*Subject to Rule 16.3, each member of the IOC is elected for a term of eight years and may be re-elected for one or several further terms.*”
11. On 1 July 2022, the provisions of the Law on Lotteries related to funding in support of the LNOC was repealed. The explanatory note to the new Law on Lotteries explained that the amendment was made in order to “*create stable, transparent and significantly increased financing of high-level sports in Lithuania*” and therefore the proposal was to “*establish in the law the financing of the LNOC [...] from the state budget*” (English translation of the Lithuanian Explanatory Note to the amendments to the Law on Lotteries, filed by the Respondent).
12. Thereafter, the Lithuanian Government began working on a new draft Law on Sports, with a specific focus on State funding and, on 3 May 2024, submitted a new version of Article 21 of the Law on Sports to the *Seimas* (i.e. the Lithuanian Parliament, hereinafter “Seimas”) as follows: “*a non-governmental organization leading the Olympic movement in Lithuania, which is not subject to the requirement set out in paragraph 10 of this article to establish in its founding document the rotation of the member(s) of the governing bodies who are member(s) of the International Olympic Committee*” (the “Government Proposal”).
13. The Explanatory Note of the Lithuanian Ministry of Social Security and Labour, acting Minister of Education, Science and Sport explained the Government Proposal as follows (English translation of the Lithuanian original filed by the Respondent, emphasis added):

“it is accordingly proposed to provide for an exception that the Lithuanian Olympic Committee shall not be subject to the requirement set out in Article 21(1)(10) of the Draft Law on Sport to establish in its founding document the rotation of the member(s) of the governing bodies who is (are) a member(s) of the International Olympic

Committee. This would ensure proper representation of the Lithuanian Olympic Movement at the international level, taking into account the requirements of the IOC Olympic Charter.”

14. On 8 May 2024, the draft Law on Sports, including the Government Proposal, was submitted to the Committee on Youth and Sports Affairs of the Seimas for its consideration (the “Committee”).
15. On 30 May 2024, the NASF – an association formed, *inter alia*, by the Appellants – submitted to the Committee two proposals. In particular, through its Proposal No. 2 (“NASF Proposal”) the NASF suggested the deletion of the Government Proposal, for the following reasons:

“The non-governmental organisation leading the Olympic Movement in Lithuania is the same non-governmental organisation as all other sports organisations active in the field of sports. This point of the Draft creates exclusive conditions for one organisation to receive and use state budget funds, which is contrary to the principle of equal treatment. It should be noted that the exclusion of Article 21(1)(10) of the Draft from the application to the NGO leading the Olympic Movement in Lithuania is not in line with good governance principles and creates a risk of corruption.”
16. On 27 June 2024, the Seimas adopted the new amendments to the Law on Sports, without including the Government Proposal and therefore resulting in the application of the Rotation Requirement to the LNOC.

B. Main events leading to the Appealed Decisions

17. On 16 January 2025, the Head of the LNOC Secretariat Ms Audronė Šabūnienė sent an email to each of the Appellants, inviting them to a hearing of the LNOC Executive Committee (the “LNOC EC”) scheduled for 23 January 2025 (the “First Invitation”).
18. The First Invitation stated, *inter alia*, the following:

“one of the matters to be discussed will be “Regarding warning to or temporary suspension of membership of LNOC members (Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Federation of Sport Climbing, Lithuanian Athletics Federation, Lithuanian Tennis Association)”.

On 30 May 2024, the National Association for Sports Federations submitted proposals No 2 (regarding removal of exception applicable to the member rotation of governing bodies of the organisation leading the Olympic Movement in Lithuania granted under Article 21(3)(1) of the Law on Sports) and No 3 (regarding removal of the definition “institutional promotion program for national umbrella non-governmental organisations” provided in Article 2(19) of the Law on Sports), which had been approved by the Commission for Youth and Sport Affairs of the Seimas of the Republic of Lithuania on 6 June 2024. LNOC EC will discuss whether actions of LNOC members which also participate in the National Association for Sports Federations are in conflict with the LNOC interests and the Olympic Charter.

Article 33 of the LNOC Articles of Association provides that “a LNOC member or a LNOC Honorary Member may be issued a warning or their membership may be temporarily suspended (depending on the severity of the facts and the level of damage

or breach) by the decision of the LNOC EC, upon giving the respective member the opportunity to be heard by the LNOC EC.”

19. On 22 January 2025, the Appellants jointly sent a letter to the LNOC EC in response to the First Invitation. They stated in particular that the First Invitation was unclear as to “*what specific reasons or allegations have sparked the discussion regarding the warning to or temporary suspension of membership of LNOC members*” and pointed out that “*Without knowing these circumstances or the Rules or provisions of the Olympic Charter, which constitute grounds for the said allegations, the LNOC members will objectively be unable to participate in the meeting*”. The Appellants also provided their comments on “*several concerns*”. The letter ended as follows:

“To summarise all of the above, we request:

 - 1) *LNOC EC to clearly present in writing the factual circumstances and legal regulations on which basis the matter of warning or temporary suspension of membership of LNOC members has been initiated and will be discussed;*
 - 2) *provide copies of all contracts, agreements, memorandums, letters of intent, and other documents signed with political parties registered in the Republic of Lithuania during the period of 2020-2025.”*
20. On 7 February 2025, the Head of the LNOC Secretariat sent another email to each of the Appellants, inviting them to a hearing of the LNOC EC scheduled for 24 February 2025 (the “Second Invitation”).
21. The Second Invitation provided a summary of the circumstances under which the allegations against the Appellants were raised, stating the following:
 - (i) Factual circumstances:
 - (a) Under Article 28 of the Olympic Charter, a National Olympic Committee (“NOC”) must include all IOC members in their country, who have the right to vote in the general assembly; furthermore, in certain countries (including Lithuania) such members are *ex officio* members of the executive body of the NOCs, with the right to vote therein.
 - (b) There was a conflict between the Olympic Charter and the Law on Sports and therefore, on 8 May 2024, the Government Proposal was submitted to the Committee, granting the LNOC an exception to the application of the Rotation Requirement.
 - (c) On 30 May 2024, the NASF submitted to the Committee “*proposals No 2 (regarding removal of exception applicable to the member rotation of governing bodies of the organization leading the Olympic Movement in Lithuania granted under Article 21(3)(1) of the Law on Sports) and No 3 (regarding removal of the definition “institutional promotion program for national umbrella non-governmental organisations” provided in Article 2(19) of the Law on Sports, which would have enabled LNOC to receive additional funding for implementation of said program)*”.

- (d) On 27 June 2024, the Seimas adopted an amendment to the Law on Sports containing the proposals submitted by NASF *“regarding removal of exception to member rotation of governing bodies and regarding [...] removal of institutional promotion program for national umbrella non-governmental organisations”*.
 - (e) The Appellants are all members of NASF, and their presidents are members of the NASF board.
- (ii) Legal grounds: Articles 26.1, 31, and 33 of the LNOG Articles of Association; Rule 28 of the Olympic Charter.
 - (iii) *“Please be informed that the text of the Agreement with Political Parties on Development of Sports Strategy is available on the LNOG website”*.
22. Between 18 and 20 February 2025, the LNOG Treasurer and 16 members of the LNOG sent emails to the LNOG, referring to the NASF Proposal and/or to the Appellants’ activities related thereto and providing their comments ahead of the LNOG General Assembly (“LNOG GA”). The emails contained in particular the following suggestions:
- (i) Mr Darius Cerka, in his capacity as LNOG Treasurer, along with 13 LNOG members, proposed the Appellants’ exclusion from LNOG funding; among them:
 - (a) The LNOG Treasurer proposed that the LNOG EC *“consider the distribution of the support to NASF members to the remaining LNOG members on a pro rata basis”*; redistribution of said funds to *“other sports”* was suggested also by the Lithuanian Handball Federation.
 - (b) The Lithuanian Judo Federation requested to *“withhold operating support for the year 2025 to the above-mentioned federations until their operational and behavioural issues have been resolved and confidence restored”*.
 - (c) The Lithuanian Equestrian Federation *“encouraged”* the LNOG to *“take note and evaluate the actions of the aforesaid Sports Organisations, without excluding the possibility of limiting the provided support”*.
 - (ii) The Lithuanian Waterpolo Federation requested hearing the Appellants’ reasons for their behaviour and understanding the damage the LNOG would suffer if the draft Law on Sport were amended.
 - (iii) The Lithuanian Fencing Federation proposed to consider *“further cooperation of the LNOG with the aforesaid federations and the principles of financing the activities of these federations”*; similarly, the Lithuanian Football Federation suggested seeking *“united solutions to ensure the stable development and international recognition of the Lithuanian sports system”*.
23. On 20 February 2025, the Appellants jointly sent a letter to the LNOG EC. They stated that the Second Invitation *“did not provide any more clarity as to why the LNOG members are being called to the meeting of the LNOG EC”* and included their arguments in reply to the Second Invitation. The letter ended as follows:
- “In conclusion, the LNOG members have not violated the Olympic Charter nor the LNOG Articles of Association, therefore, the e-mail of 7 February 2025 with the*

invitation to a meeting of the LNOC EC is unjustified. For this reason, the LNOC members shall not attend the LNOC EC meeting on 24 February 2025.”

24. On 24 February 2025, the LNOC EC held a meeting during which *inter alia*, the following resolutions were approved:

(i) As to the first item on the agenda “*Regarding warning to or temporary suspension of membership of LNOC members (Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Athletics Federation, Lithuanian Tennis Association)*”:

(a) The LNOC President Ms Daina Gudzinevičiūtė noted that the Appellants had been invited to participate in the meeting but declined to attend.

(b) Thereafter, the LNOC President explained the matter as follows: “*in the initial proposal for the Law on Sports, LNOC was granted an exception regarding the number of terms of office in the Executive Committee. In accordance with Paragraph 1.1 of Rule 28 of the Olympic Charter, IOC members must be included in the executive body of a National Olympic Committee, which was why the abovesaid exception was made. National Association for Sports Federations, which president is Darius Levickis who is also the president of the Lithuanian Cycling Federation, and presidents of the other said tennis, biathlon and athletics federations are members of the board of the said Association, submitted comments regarding annulment of the said exception, and they have been taken into account to the detriment of the LNOC. Such behaviour of the said federations is unacceptable as the amendments to the Law on Sports as proposed by them go against the interests of the LNOC.*”

(c) At the end of the discussion, the LNOC EC adopted a resolution by consensus on said item, as follows:

“1. Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Athletics Federation, Lithuanian Tennis Association are hereby issued a warning in accordance with Article 33 of the LNOC Articles of Association.”

(the “LNOC EC Resolution No. 1”)

(ii) As to the third item on the agenda: “*Regarding the final agenda and draft resolutions of the LNOC General Assembly*”:

(a) the LNOC President “*reported that proposals have been received from 17 members of the LNOC not to grant sponsorship to federations which act against the interests of the LNOC (Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Athletics Federation, Lithuanian Tennis Association). Members of the Executive Committee reviewed the received documents and unanimously decided to submit two budget drafts for the General Assembly to consider: first draft would exclude the activity sponsorship (to the Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Athletics Federation, Lithuanian Tennis*

Association). The second draft would include sponsorship to all members of the LNOC.”

(b) The LNOC EC resolved as follows:

“- to submit two budget drafts [collectively the “Draft Budgets”] for approval of the General Assembly of the Lithuanian National Olympic Committee for the year 2025: LNOC Draft Budget 2025 No 1: Draft Budget with corrections made by the Executive Committee taking into account proposals from 16 members of the LNOC regarding sponsorship of activity of sports federations (see attached, 3 pages). [“Draft Budget No. 1”]

- LNOC Draft Budget 2025 No 2: Draft Budget with corrections made by the Executive Committee without taking into account proposals from LNOC members regarding sponsorship of activity of sports federations (see attached, 3 pages). [“Draft Budget No. 2”]”

(the “LNOC EC Resolution No. 3” – the LNOC EC Resolution No. 1 and the LNOC EC Resolution No. 3 will collectively be referred to as “LNOC EC Resolutions”)

25. Draft Budget No. 1, under section III – Expenses – subsection 3.1.8. “Sponsorship of activities of LNOC member sports federation” – Olympic Sports, provides a contribution of EUR 40,000 to each of the 36 “Olympic sports” listed therein, including all Lithuanian sports federations representing Olympic sports, except the Appellants. As a result:
 - total amount of budget support allocated under subsection 3.1.8: EUR 1,500,000;
 - total amount of expenses under the entire section 3.1: EUR 2,270,000;
 - total amount of expenses for the year 2025: EUR 5,376,000.
26. Draft Budget No. 2, under section III – Expenses – subsection 3.1.8. “Sponsorship of activities of LNOC member sports federation” – Olympic Sports, provides a contribution of EUR 40,000 to each of the 40 “Olympic sports”, including the Appellants. As a result:
 - total amount of budget support allocated under subsection 3.1.8: EUR 1,660,000;
 - total amount of expenses under the entire section 3.1: EUR 2,430,000;
 - total amount of expenses for the year 2025: EUR 5,536,000.
27. In other words, the difference between the Draft Budgets consists of amount of EUR 160,000 that would be allocated (or not) to the Appellants.
28. On 7 March 2025, the LNOC held its General Assembly. According to the minutes of said session, the fifth item on the agenda concerned the “*Summary of the implementation of LNOC Budget 2024 and approval of LNOC Budget 2025*”. Said item was discussed as follows:
 - (i) The LNOC Treasurer presented the item to the LNOC GA:
 - (a) He asked the LNOC members to note that “*two draft budgets were presented.*”

- (b) He explained the reason behind the presentation of two different drafts, as follows: *“Before a meeting on 24 February 2025, LNOC Executive Committee received a proposal from 17 LNOC members not to grant financial support to four federations: Lithuanian Biathlon Federation, Lithuanian Cycling Federation, Lithuanian Athletics Federation, and the Lithuanian Tennis Association. They received a warning during the said meeting as they had acted against LNOC interests.”*
 - (c) He pointed out that Draft Budget No. 1 *“takes into account the said proposal from 17 LNOC members, i.e. no sponsorship granted to the said federations”* while Draft Budget No. 2 *“grants sponsorship for the activity to all LNOC members who are legal entities.”*
- (ii) Mr Darius Levickis, in his capacity as President of the LCF, addressed the LNOC members and:
- (a) *“expressed his regret that the Lithuanian National Olympic Committee engages in discrimination and restricts free expression of opinion.”*
 - (b) commented the decision to present two draft budgets to the LNOC GA and to withdraw budget support from the Appellants, emphasising that *“all four mentioned federations are members of the National Association of Sports Federations which has expressed its dissent to the aim of the Lithuanian National Olympic Committee to have an exception provided for in the Law on Sports that the management of the LNOC would not be subject to limitations of the numbers of terms of office.”*
- (iii) The LNOC President replied to Mr Levickis and:
- (a) *“reminded the Session that an association is a union of members bound by common interests and parties who act against the common interests should at least explain their motives. The said LNOC members made proposals for amendment of the Law on Sports which would go against LNOC interests, and that constitutes seeking to do harm, rather than common interests.”*
 - (b) *“clarified that as LNOC members, the said four federations had been invited to two meetings of the Executive Committee. The invitations contained detailed explanations as to what actions of the said LNOC member the LNOC Executive Committee would like to discuss. The said federations refused to attend the meetings and to speak twice.”*
 - (c) *“gave an explanation regarding rotation. The provision mentioned by Darius Levickis, rotation of governing bodies, has long since been prepared. Issue sits with another item – a provision in the current Law on Sport that members of the collective management body must be rotated is not in line with the requirement set in the Olympic Charter establishing that IOC members are not subject to rotation. This is the reason why the exception applicable to the LNOC only was proposed.*
National Association of Sports Federations, which members are the said four federations, submitted proposals to have the exception removed, and it was.”

- (iv) The President of LBF “*proposed to remove the alternative draft budget discriminating against the four federations, and called the current situation a direct division of the sports community.*”
29. Following the discussion, the following resolution was adopted by the LNOC GA (the “LNOC GA Resolution”):
- “LNOC General Assembly Resolution “Regarding the Approval of LNOC Budget 2025” hereby adopted:*
- General Assembly of the Lithuanian National Olympic Committee (LNOC) in accordance with Article 42.4 of Chapter IV (“LNOC Structure and Management”) of the LNOC Articles of Association, hereby resolves:*
- Lithuanian National Olympic Committee Budget 2025 No 1 hereby approved: Budget with corrections made by the Executive Committee taking into account proposals from 17 members of the LNOC regarding sponsorship of activity of sports federations.”*
30. The LNOC EC Resolutions and the LNOC GA Resolution will collectively be referred to as the Appealed Decisions.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

31. On 17 March 2025, the Appellants filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Respondent with respect to the Appealed Decisions, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2023 edition) (the “CAS Code”). In their Statement of Appeal, the Appellants designated the Statement of Appeal as the Appeal Brief, pursuant to Article R51 of the CAS Code. In the Statement of Appeal, the Appellants *inter alia* requested the CAS:
- “1) to order the submission of these documents from the Respondent:*
- i. The copy of the official protocol of the LNOC General Assembly session held on March 7, 2025.*
 - ii. The copy of the request submitted by the LNOC members to terminate funding to the Appellants – federations that allegedly acted against the interests of the LNOC.”*
32. On 16 May 2025, the Respondent filed its Answer in accordance with Article R55 of the CAS Code. In the Answer, the Respondent made an evidentiary request, as follows (emphasis in the original version):
- “On the ground of the Code article R44.3 the Respondent requests the Panel to order the Appellants to produce the documents that are in their control (as the members and governing bodies of NASF) – 30 May 2024 NASF proposals No. 2 (on the abolition of the exception applicable to the rotation of members of the governing bodies of the Olympic Movement in Lithuania (LNOC) provided for in Article 21, Part 3, Item 1 of the Law on Sports) and No. 3 (on the abolition of the concept of “Institutional Strengthening Program of National Umbrella Non-Governmental Organizations” provided for in Article 2, Item 19 of the Law on Sports, which provided for the*

possibility of LNOC to receive additional funding for the implementation of this program), submitted to the Seimas Committee on Youth and Sports Affairs.”

33. On 27 May 2025, the Appellants sent a letter to the CAS Court Office requesting another round of written submissions, the holding of a case management conference as well as an in-person hearing.
34. On 30 May 2025, the Respondent requested that the matter be decided solely based on the Parties’ written submissions and that no case management conference be held.
35. On 3 June 2025, the CAS Court Office informed the Parties that Mr Mario Vigna had been appointed as Sole Arbitrator to adjudicate the matter.
36. On 16 June 2025, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Parties to fill out a Redfern Schedule, with their position as to their respective requests for document production “*elaborating on the relevance and materiality of the documents requested*”.
37. In the same letter, the Appellants were invited to clarify “*whether the Appeal is solely directed against the LNOC Executive Committee’s decision of 24 February 2025, or whether there are actually two decisions being appealed, namely (i) the LNOC Executive Committee’s decision of 24 February 2025 and (ii) the LNOC General Assembly’s decision 7 March 2025*”.
38. On 23 June 2025, the Appellants sent a letter to the CAS Court Office, *inter alia* clarifying that “*three decisions are being appealed*” namely (i) the LNOC EC Resolution No. 1; (ii) the LNOC EC Resolution No. 3; and (iii) the LNOC GA Resolution.
39. The Parties completed the relevant sections of the Redfern Schedule and submitted it to the CAS Court Office on, respectively, 23 June (requests), 1 July (comments on the other Party’s requests), 9 July (comments in reply), stating the following:
 - (i) As to Appellants’ request for the minutes of the LNOC GA meeting of 7 March 2025, the Respondent provided a link to a website on which the document was freely available in the original Lithuanian language.
 - (ii) As to the Respondent’s request for the “*30 May 2024 NASF proposal No. 2 (on the abolition of the exception applicable to the rotation of members of the governing bodies of the Olympic Movement in Lithuania (LNOC) provided for in Article 21, Part 3, Item 1 of the Law on Sports) submitted to the Parliament Committee on Youth and Sports Affairs*”:
 - (a) the Respondent argued that said document was relevant as “*the submitting of the proposals was the reason why the Appellants received warning from the LNOC.*” It also pointed out that it was not in possession of the full version of said document “*and the part of the contents of the document is known only from the excerpt of the CYSA conclusion*”, an excerpt that was already part of the Respondent’s exhibits.

- (b) The Appellants replied contending that they were not in possession of the document as it “*was drafted by the NASF, not by the Appellants, and should accordingly be in the possession of the NASF*”, concluding that the request should have been directed “*to the NASF or to the Parliament of the Republic of Lithuania*”.
- (c) The Respondent countered by arguing that the Appellants are official NASF members and thus have “*complete control over the NASF*” and can, under Lithuanian law, “*familiarize themselves with the association's documents*” and therefore request and obtain official documents from NASF.
- (iii) The Respondent’s request for “*30 May 2024 NASF proposal No. 3 (on the abolition of the concept of “Institutional Strengthening Program of National Umbrella Non-Governmental Organizations” provided for in Article 2, Item 19 of the Law on Sports, which provided for the possibility of LNOG to receive additional funding for the implementation of this program), submitted to the Parliament Committee on Youth and Sports Affairs*” was withdrawn by the Respondent.
40. On 16 July 2025, the Appellants filed some comments concerning the Respondent’s arguments in the Redfern Schedule and contending that the document with the minutes of the meeting of the LNOG GA on 7 March 2025 “*did not exist prior to the initiation of these proceedings but was already in existence at the time the Respondent submitted its Response to the Statement of Appeal*” and thus could have been submitted earlier.
41. On 18 July 2025, the CAS Court Office informed the Parties of the Sole Arbitrator’s determinations, including in particular the following:
- (i) The Respondent’s evidentiary request for the production of “*NASF proposal No. 2*” was rejected since “*the Respondent did not demonstrate that said document is relevant to the case*” and for reasons to be stated in this Award.
- (ii) The Appellant’s request for a further round of written submissions was rejected “*as the requirements provided under Article R56 of the Code are not met*”, as well as the request for a case management conference.
42. On 19 August 2025, the CAS Court Office provided the Parties with an Order of Procedure, which was duly signed and returned by the Parties on 27 August 2025.
43. On 27 August 2025, the Appellants sent a letter to the CAS Court Office requesting to be allowed to file post-hearing briefs and submissions on costs. The CAS Court Office, on the same day, replied noting that said issues would be discussed and decided during the hearing.
44. On 17 October 2025, a hearing was held via video conference. In addition to the Sole Arbitrator and Mr Fabien Cagneux, Managing Counsel, the following individuals were in attendance:
- (i) For the Appellants:
- Mr Giedrius Murauskas, legal counsel;
 - Mr Tadas Katauskas, legal counsel;

(ii) For the Respondent:

- Mrs Kristina Balevičienė, legal counsel;
- Mr Laimonas Pivoras, legal counsel;
- Ms Simona Donelaitytė, translator.

45. After the Parties' closing pleadings, the Sole Arbitrator informed the Parties that he deemed himself sufficiently informed and thus he would not grant a deadline for post-hearing briefs, thereby rejecting the Appellants' request of 27 August 2025 (see *supra* at para. 43) but he pointed out that he would provide a time limit for the submission of the Parties' respective statement of costs.
46. Before the end of the hearing, prompted by the Sole Arbitrator about the respect of their right to be heard and to be equally treated, both Parties confirmed their satisfaction with the manner in which the Sole Arbitrator had conducted the hearing and raised no procedural objections thereto.
47. On the same day, after the conclusion of the hearing, the Appellants filed a PDF version of the PowerPoint presentation on which the Appellants' counsel relied during their opening statements. Furthermore, the CAS Court Office sent a communication to the Parties in which it granted a deadline for the submission of the Parties' statements of costs.
48. On 24 October 2025, the Parties submitted their respective statements of costs. Moreover, the Respondent filed a PDF version of the PowerPoint presentation shown during the hearing.

IV. SUBMISSIONS OF THE PARTIES

A. The Appellants

49. The Appellants, in their Statement of Appeal, requested the following reliefs:

“1) to order the submission of these documents from the Respondent:

- i. The copy of the official protocol of the LNOC General Assembly session held on March 7, 2025.*
 - ii. The copy of the request submitted by the LNOC members to terminate funding to the Appellants – federations that allegedly acted against the interests of the LNOC.*
- 2) To revoke the first decision of the LNOC EC's hearing of February 24, 2025, regarding the issuing of an official warning to the four federations LBF, LCF, LAF, LTU;*
- 3) To revoke the third decision of the LNOC EC's hearing of February 24, 2025, regarding the submission of two versions of the annual budget to the General Assembly;*

4) *To revoke the decision of the LNOC General Assembly's session of March 7, 2025, regarding the confirmation of the annual budget without funding to four federations LBF, LCF, LAF, LTU, and order the LNOC to convene a new General Assembly session for the confirmation of a new annual budget as was submitted in the document "Projektas Nr. 2".*

5) *To order LNOC to pay, in favour of the Appellants, all the costs of arbitration, including arbitration fees, taxes, administrative fees of the CAS and arbitrators' fees, legal costs, expert expenses, expenses incurred by witnesses, and all other costs and fees."*

50. The Appellants' submissions, in essence, may be summarised as follows:

(i) The Appealed Decisions lack factual basis:

- The Appellants never submitted any proposal to the Seimas.
- The Appellants and the NASF are legally distinct entities, and they cannot be held accountable for the acts of the NASF. Moreover, regardless, there is no evidence that the Appellants were involved in the submission of the NASF Proposal to the Seimas.
- There is no causal link between the Appellants' membership in the NASF and the alleged harm the LNOC claims to have suffered.

(ii) The Appealed Decisions lack legal basis:

- In the Second Invitation, the LNOC mentioned Articles 26.1, 31 and 33 of the LNOC Articles of Association and Article 28 of the Olympic Charter. However, Articles 31 and 33 of the LNOC Articles of Association are merely procedural. Therefore, one should look for the nature of the breach in Article 26 of the LNOC Articles of Association and Article 28 of the Olympic Charter. However, those articles do not provide a basis for a violation (Article 26.1 requires LNOC member to comply with "*the Olympic Charter, the Articles of Association and resolutions of the LNOC*", while Article 28 merely refers to the composition of National Olympic Committees in general and to the involvement of IOC members as "*ex officio members of the NOC executive body, within which they have the right to vote*").
- The LNOC EC's decision to present a version of budget that excludes members from funding, and the subsequent approval thereof by the LNOC GA, are without legal foundation, as no provision in the LNOC Articles of Association or other regulations providing for the possibility to exclude members from funding. Such decisions are unjustified and constitute a sanction on the Appellants that is devoid of legal basis.

(iii) The Appealed Decisions are discriminatory. Although the Olympic Charter mandates that IOC and all National Olympic Committees must act against all forms of discrimination, the Appellants were clearly discriminated against, solely for their affiliation with the NASF. In fact, the Lithuanian Federation of Sports Climbing had, at first, received an invitation to participate in the LNOC EC meeting, as it was

a member of NASF. Thereafter, however, it decided to withdraw for NASF, and did not face any consequence or termination of funding.

- (iv) In any case, through the NASF Proposal, NASF was legitimately expressing its opinion on the draft law on sports. The LNOC's approach is a severe threat to democratic principles and freedom of expression. Moreover, in any case, it is worth noting that the NASF had no power to coerce the Seimas into adopting its proposal. Accordingly, the NASF merely expressed its opinion on a law, that the LNOC perceived as contrary to its interests and thus punishing the Appellants for the sole reason of being associated with an entity that expressed a differing opinion from it.
- (v) The LNOC's resistance to implementing a rotation system for its internal governing bodies is contrary to principles of good governance endorsed by the IOC, which supports the periodic renewal of elected officials to promote access to new candidacies.

B. The Respondent

51. The Respondent, in its Answer, requested the following reliefs:

“122.1 To reject the Appellants’ request to revoke the first and third decisions of the LNOC EC hearing of 24 February 2025.

122.2 To reject the Appellants’ request to revoke the decision of the LNOC general Assembly’s session of 7 March 2025 regarding the confirmation of the annual budget without funding to four federations LBF, LCF, LAF, LTU, and order the LNOC to convene a new General Assembly session for the confirmation of a new annual budget as was submitted in the document “Projektas Nr. 2”.

122.3 To award against the Appellants payment of expenses incurred by the Respondent.”

52. The Respondent's submissions, in essence, may be summarised as follows:

- (i) The NASF Proposal was prejudicial to the LNOC and prevented the latter from seeking to obtain funding without violating the Olympic Charter. In fact, the final decision of Seimas as to the text of the Law on Sports was the result of a political process in which NASF misled the Seimas:
 - The previous version of the Law on Sports laid down the criteria that needed to be met by legal entities in order to receive State funds for the implementation of high-performance sports programs, including the Rotation Requirement. It also pointed out that the same criterion applied also to the non-governmental organisations managing the Olympic movement;
 - Until 2022, the LNOC was able to receive most of its funds from a lottery company, thanks to a specific provision of the Law on Lotteries. However, such provision was abolished in 2022, *inter alia* to ensure greater transparency and financial accountability of the LNOC, that would be forced to receive its income from State budget.

- At that point, the LNOC needed a revision of the Law on Sports, as it could not provide for a total rotation of its governing bodies in its Articles of Association, since that would contravene Article 28 of the Olympic Charter.
 - On 3 May 2024, the Lithuanian Government put forward the Government Proposal that, per the Explanatory Notes, was submitted “*to establish an exception so that the Lithuanian National Olympic Committee would not be subject to the requirement set out in [...] the Draft Law on Sports to establish in the founding document the rotation of the member(s) of the governing bodies who are member(s) of the International Olympic Committee*”.
 - On 30 May 2024, NASF submitted the NASF Proposal against the interests of the LNOC, requesting the removal of the exception contained in the Government Proposal.
 - On 6 June 2024, the Committee approved the NASF Proposal, which was then adopted by Seimas on 27 June 2024.
- (ii) The LNOC EC Resolution No. 1 was lawful and justified:
- Under Article 33 of the LNOC Articles of Association, the LNOC EC may decide to issue a warning on the LNOC Members.
 - In the present case, the Appellants, as members of NASF, were involved in the submission of the NASF Proposal and actively participated in lobbying which harmed the interests of the LNOC.
 - The Appellants are four out of a total of six members of the NASF, thus fully controlling it. Any claim that they are separate legal entities is misplaced.
 - The Appellants received notice of the allegations and an opportunity to be heard, yet refused to attend the relevant LNOC EC meeting.
 - The violation derives not from expressing an opinion but from engaging in harmful lobbying activities, contrary to Article 26.1 (compliance with the Olympic Charter) and Article 31.1 (duties towards LNOC).
 - A warning is a mild, non-financial measure aimed at correction.
 - By contrast, the Lithuanian Climbing Association attended and clarified its position against NASF actions and therefore was not warned.
- (iii) The LNOC EC Resolution No. 3 was issued in compliance with the LNOC Articles of Association:
- Pursuant to Article 25.3 of the LNOC Articles of Association, 17 members of the LNOC wrote to the LNOC expressing their dissatisfaction with the conduct of the Appellants, as it was detrimental to the LNOC.
 - In light of the above, the LNOC EC proposed two different budget drafts to the LNOC GA, one of which excluded the Appellants from receiving financial support for their activities. The proposal was made pursuant to Article 40 of the LNOC Articles of Association, under which the LNOC GA

decides only on the issues included in the agenda, which can be the subject of proposals by the members.

- As usually happens when making proposals to the LNOC GA, the LNOC EC submitted two alternative budgets, leaving the decision to the LNOC GA.
- The LNOC EC's decision in this respect is totally unrelated to the LNOC EC Resolution No. 1. Notably, the proposal of an alternative budget that did not grant support to the Appellants was not made due to the issuance of a warning, but only due to the LNOC members' request not to grant said support. In fact, when the other members made the proposal (between 18 and 20 February 2025) the LNOC EC had not yet decided to issue a warning on the Appellants.

(iv) The legitimacy of the LNOC GA Resolution:

(a) There is no obligation to provide support to all LNOC members:

- Lithuanian law is applicable to the dispute, and Article 2.2 of the Law on Support and Charity of the Republic of Lithuania specifies that budget support is provided on a "*voluntary and gratuitous*" basis. Accordingly, budget support cannot be provided on a compulsory basis under obligations established by law or a court.
- A decision obliging the LNOC to grant support to the Appellants would contradict the aforementioned provision and violate the principle of autonomy enshrined in the LNOC Articles of Association.
- Moreover, a decision obliging the LNOC to grant support to the Appellants would violate the right of LNOC members to submit proposals, considering that, in a normal scenario, an LNOC member would have the right to propose two versions of budget (one of them excluding the Appellants) but still, ultimately, it would have the right to vote for the budget including the Appellants.

(b) In any case, the CAS can only annul the LNOC GA Resolution and refer the case back to the LNOC GA, but cannot impose on the LNOC GA the decision that it shall render.

(c) The LNOC GA Resolution is not a sanction that was adopted without legal basis. Rather, it is a decision approved by the absolute majority of LNOC members. The only sanction imposed on the Appellants was a warning, which is provided under the LNOC Articles of Association.

(d) The LNOC GA Resolution was voted by an absolute majority, and the Appellants only have four votes. Therefore, even if the LNOC GA Resolution was overturned, the newly convened LNOC GA would adopt analogous decisions.

(e) Upholding the appeal would entail ignoring the vote legitimately expressed by the other LNOC members.

- (f) Under Article 2.82 (4) of the Lithuanian Civil Code, a decision rendered by the (management) body of a legal entity can only be invalidated if the decision is contrary to one of the following: (a) imperative legal provisions; (b) constitutional documents of a legal entity; (c) principles of reasonableness of good faith. None of them was violated in this case, and the Appellants are the ones actually contradicting reasonableness and good faith, as they filed an appeal that could be detrimental to all LNOC members, as the LNOC risks being deprived of an annual budget for a certain period of time. In particular, in case the appeal was upheld, the LNOC would have to convene a new LNOC GA to consider the same matters, which would pass the same resolution to the only effect that, in the meantime, there would be a period of time with the budget remaining unapproved and the LNOC being unable to finance its Olympic sports, thereby causing a considerable damage to the whole Olympic movement in Lithuania and the other LNOC members.

V. JURISDICTION

53. Article R47 of the CAS Code reads as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the 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”.

54. The Appellants rely on Article 70 of the LNOC Articles of Association, which states the following (in the English translation filed by the Appellants):

“Any decision adopted by the governing bodies of the LNOC may be appealed to the CAS, which shall make a final decision on the dispute in accordance with the CAS Code. The deadline for filing an appeal shall be twenty-one (21) days from the date of the decision pertaining to the appeal.”

55. The Respondent did not dispute the jurisdiction of the CAS and confirmed it by signing the Order of Procedure.

56. In light of the above, the CAS has jurisdiction to decide the present dispute.

VI. ADMISSIBILITY

57. Article R49 of the CAS Code reads as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for 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”.

58. The LNOC EC Resolutions were issued on 24 February 2025, while the LNOC GA Resolution was adopted on 7 March 2025. The Appellants lodged their appeal on 17 March 2025, within the 21 days prescribed under Article 70 of the LNOC Articles of Association (see *supra* paras. 31 and 54).
59. The appeal complied with all other requirements of Article R48 of the CAS Code.
60. It follows that the appeal is admissible.

VII. APPLICABLE LAW

61. Article R58 of the CAS Code reads as follows:

“The Sole Arbitrator shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a 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 Sole Arbitrator deems appropriate. In the latter case, the Sole Arbitrator shall give reasons for its decision”.

62. In the present case, the “applicable regulations” are primarily the rules and regulations of the LNOC, i.e. the LNOC Articles of Association.
63. Subsidiarily, absent any express choice of law by the Parties, the present dispute shall be decided in accordance with Lithuanian law, as the law of the country in which the LNOC is domiciled. This is also confirmed by the fact that both Parties referred to Lithuanian law in their written submissions and at the hearing.

VIII. PRELIMINARY ISSUES

A. The Respondent’s request for document production

64. In its Answer, the Respondent put forward a request for document production (see *supra* at para. 32) and, *inter alia*, asked that the Appellants be ordered to submit “30 May 2024 NASF proposals No. 2 (on the abolition of the exception applicable to the rotation of members of the governing bodies of the Olympic Movement in Lithuania (LNOC) provided for in Article 21, Part 3, Item 1 of the Law on Sports)”.
65. In their comments within the Redfern Schedule, the Appellants objected to that request and contended that they were not in possession of the document, as it was drafted by NASF and thus would have to be requested from NASF (or to the Seimas, as recipient).
66. Subsequently, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Respondent’s request had been rejected, for the reasons explained below.

67. As a first point, the Sole Arbitrator recalls that, under Article R44.3 of the CAS Code, applicable to appeals proceedings pursuant to Article R56 of the CAS Code, a party may request that the other party be ordered to produce documents that are:
- i. in the custody or under the control of the other party;
 - ii. likely to exist;
 - iii. relevant to the case.
68. While the requirement *sub* (ii) was arguably met, considering that, as admitted by the Respondent and not expressly contested by the Appellants, the content of the sought document can, at least partially, be inferred from an exhibit that was already in the case file (see *supra* at para. 39(ii)(a)), the Sole Arbitrator is of the view that the Respondent failed to meet the other two requirements.
69. In fact, as to (i), the Sole Arbitrator notes that the sought document was drafted and sent to the Seimas by NASF, a legal entity that is separate and distinct from the Appellants, and the Respondent failed to convincingly show that membership in the NASF is sufficient to argue that the Appellants have control or custody over a document held by NASF.
70. Furthermore, in any case, the Sole Arbitrator considers that the Respondent has failed to demonstrate the relevance of the full document. Specifically, the Respondent argues that the document is allegedly needed as the NASF Proposal was the reason justifying the warning imposed on the Appellants, yet the substantive content of the proposal is sufficiently documented in the evidence on record, including the minutes of the LNOC EC meeting of 24 February 2025.
71. Accordingly, the Sole Arbitrator rejected the Respondent's request.

B. The English version of the applicable laws and regulations that shall be relied on by the Sole Arbitrator

72. The Parties, in their respective submissions, provided the Sole Arbitrator with different English translations of (i) the Lithuanian original of the LNOC Articles of Association and (ii) Article 2.82 (4) of the Lithuanian Civil Code.
73. Considering that the respective translations filed by the Parties of the provisions of the LNOC Articles of Association that are relevant to this case and Article 2.82(4) of the Lithuanian Civil Code are almost identical and the Respondent did not contest the accuracy of the translation submitted by the Appellants, the Sole Arbitrator will refer in this award to the English translations of the LNOC Articles of Association and Article 2.82 (4) of the Lithuanian Civil Code filed by the Appellants.

IX. MERITS

74. The Appellants request that the LNOC EC Resolutions and the LNOC GA Resolution be "revoked" and that the LNOC be ordered to convene a new session of the GA to approve

the budget proposal provided under Draft Budget No. 2 i.e. the version including the Appellants among the recipients of financial support.

75. In support of their request, the Appellants submit that the Appealed Decisions are essentially based on the assumption that the Appellants are members of NASF and thus are liable for the submission of the NASF Proposal to the Seimas and the alleged damage that was consequently caused to the LNOG.
76. The Respondent defends the legality and legitimacy of all the Appealed Decisions.
77. All the Appealed Decisions are analysed below.

A. The LNOG EC Resolution No. 1

78. The Appellants argue that the LNOG EC Resolution No.1, imposing a warning on all of them, lacks any valid legal basis under the LNOG Articles of Association.
79. In this respect, the Sole Arbitrator notes that, in the Second Invitation, the Respondent specified that the legal basis for the LNOG EC Resolution No. 1 was the following:
 - (i) Articles 26.1, 31 and 33 of the LNOG Articles of Association, which read as follows:
 - (a) Article 26:

“Obligations of the LNOG member:

26.1. to comply with the Olympic Charter, the Articles of Association and resolutions of the LNOG”.
 - (b) Article 31:

“A LNOG member or a LNOG Honorary Member may be removed by a resolution of the LNOG GA session if the LNOG GA session decides that the particular LNOG member failed to comply with the Olympic Charter, the Articles of Association of the LNOG, disregarded the interests of the LNOG, or intentionally discredited them or otherwise lost trust”
 - (c) Article 33:

“A LNOG member or a LNOG Honorary Member may be issued a warning or their membership may be temporarily suspended (depending on the severity of the facts and level of damage or breach) by the decision of the LNOG EC, upon giving the respective member the opportunity to be heard by the LNOG EC”
 - (ii) Rule 28 of the Olympic Charter *“Composition of the NOCs”* (see *supra* at para. 10(ii)(a), under which:

“I Whatever their composition, NOCs must include:

1.1 all IOC members in their country, if any. Such members have the right to vote in the general assemblies of the NOC. In addition, the IOC members in the country

referred to in Rule 16.1.1.1 and Rule 16.1.1.2 are ex officio members of the NOC executive body, within which they have the right to vote”

80. That said, the Sole Arbitrator notes that the LNOC EC Resolution No. 1 relied exclusively on Article 33 of the LNOC Articles of Association (see *supra* at para. 24(i)(c)) under which the LNOC EC has the power to decide to issue a warning or impose a temporary suspension only upon identifying and assessing “*the severity of the facts and the level of damage or breach*”.
81. The Sole Arbitrator is of the view that the LNOC failed to abide by the aforementioned article, as it did not sufficiently establish any concrete or identifiable “*damage or breach*” allegedly committed by the Appellants.
82. In fact, the minutes of the LNOC EC meeting of 24 February 2025 reveal that, before expressing a vote, the LNOC EC was briefed by the LNOC President, who referred to the following circumstances (see *supra* at para. 24(i)(b)):
- The LNOC had succeeded in obtaining an exception to an article contained in the Law on Sports and concerning the number of terms of office of the members of the LNOC EC.
 - Said exception was necessary in order to meet Rule 28 para. 1.1 of the Olympic Charter, under which IOC members in any given country have to be part of the executive body of all the NOCs.
 - The NASF, of which the Appellants are members, presented comments against said exception, which “*have been taken into account to the detriment of the LNOC*”.
 - The behaviour of the Appellants is “*unacceptable*” as their proposal “*go against the interests of the LNOC*”.
83. However, the aforementioned account does not permit a determination of where the violation of the Appellants lies. Notably, it merely states that (i) the Appellants are members of the NASF (which, *per se*, does not constitute a wrongful conduct) and (ii) their proposal – as members of NASF – is against the interests of the LNOC.
84. The LNOC EC failed to specify how either aspect can be considered a “breach” as, for a breach to exist, they should have clarified the Appellants’ prohibited conduct through reference to a provision, either under the LNOC Articles of Association or Lithuanian law mentioning it as a violation.
85. In this respect, the minutes of the LNOC EC meeting merely refer to Rule 28 of the Olympic Charter. As already noted, that rule governs the structure of all NOCs and cannot be directly breached by LNOC members, let alone through the legitimated participation in policy discussions by a third organisation such as the NASF.
86. Accordingly, promoting a legislative position through NASF that the LNOC considers politically undesirable does not and cannot constitute a breach of Rule 28.

87. In light of the above, the warning imposed on the Appellants, based on the information made available to the LNOC EC at the meeting of 24 February 2025, lacked a legal basis to determine the “*damage or breach*” required under Article 33 of the LNOC Articles of Association and was therefore invalid.
88. The Sole Arbitrator also cares to add that the outcome would be the same if he had to rely on the alleged legal basis provided under the Second Invitation (see *supra* at para. 79) considering the following:
- (i) Article 26 of the LNOC Articles of Association merely reiterates a general duty of compliance for all LNOC members, to observe the LNOC Articles of Association, the Olympic Charter and the resolutions of the LNOC. Accordingly, it is not a provision that can *per se* be violated *in abstracto*, as its breach must refer to a specific rule of (a) the LNOC Articles of Association or (b) the Olympic Charter, or (c) by reference to a specific resolution of the LNOC, which is missing. Indeed, none of the above can be found in the present case:
 - (a) LNOC Articles of Association. The Second Invitation only refers to Article 31 and Article 33. However, the conduct that is contested to the Appellants cannot constitute a violation of either Article, considering the following:
 - Article 31 refers to the possibility to “remove” an LNOC member if the latter “*disregarded the interests of the LNOC*”, which seems to be the behaviour reproached to the Appellants (*rectius* the NASF) by the LNOC in the present case. However, Article 31 provides a specific procedural path, whereby the removal can only be decided through a resolution of the LNOC GA, without any mention of the possibility that the same power be exercised by the LNOC EC. Even assuming that the Appellants incurred in such a conduct, the relevant sanction would not have been a warning, as it is not provided under Article 31, and would not have been imposed by the LNOC EC, as the sanctioning power is expressly and unequivocally reserved to the LNOC GA.
 - Article 33, as shown above, merely indicates how a warning can be imposed and therefore could only be violated by the LNOC EC when applying the procedure provided therein.
 - (b) Olympic Charter. As previously seen, Article 28 of the Olympic Charter is expressly directed to NOCs and thus could, at best, be violated by one NOC.
 - (c) Resolutions of the LNOC. This hypothesis is not applicable to this case.
 - (ii) As repeatedly shown above, no violation can be found with reference to Articles 31 or 33 of the LNOC Articles of Association, or Rule 28 of the Olympic Charter.
89. In light of the above, the Sole Arbitrator concludes that the LNOC EC failed to indicate the “*damage or breach*” justifying the imposition of a warning pursuant to Article 33 of the LNOC Articles of Association, with the result that said warning is baseless and must be set aside.
90. The Sole Arbitrator further notes that, as also conceded by the Parties during the hearing, the underlying issue was not a real conflict.

91. In fact, as both Parties acknowledged, the NASF Proposal and the LNOC's objective were not inherently antagonistic: both sought to ensure that Lithuanian sport could receive public funding while complying with the Olympic Charter. In this perspective, both Parties took into account the fact that the LNOC needed to provide for the rotation of its governing bodies in order to receive State funding under the Law on Sports, while Rule 28 of the Olympic Charter requires a longer period in charge for the IOC member(s) that are part of the NOCs executive bodies. Notably, as explained by the Respondent, Rule 16 of the Olympic Charter points out that IOC members are elected "*for a term of eight years*", while the Rotation Requirement provides for shorter rotation terms (see *supra* at para. 9).
92. With that in mind, the Appellants pointed out that an exception could have been drafted narrowly, i.e. for IOC members only, rather than granting a blanket exemption benefiting all LNOC EC members irrespective of their IOC status.
93. The above viewpoint is not in contrast with the primary interest pursued by the LNOC, i.e. receiving State funding pursuant to the Law on Sports without contravening the Olympic Charter.
94. In other words, the NASF and the LNOC were actually, though in different terms, pursuing aligned objectives.
95. In conclusion, the NOC EC Resolution No. 1 was adopted without a legal basis and a demonstrated breach. Consequently, it must be set aside.

B. The LNOC EC Resolution No. 3

96. The Appellants contend that the LNOC EC could not present alternative drafts of the annual budget before the LNOC GA, considering in particular that (i) the power to present budget proposals lies with the LNOC Treasurer and (ii) there is no rule under the LNOC Articles of Association envisaging such possibility.
97. Furthermore, the Appellants point out that the LNOC Articles of Association do not provide for the exclusion of a member from funding, which would require a clear legal basis, a legitimate aim, and a non-discriminatory and proportionate rationale.
98. The Sole Arbitrator preliminarily notes that, at the hearing, the Respondent conceded that this was an unprecedented situation, i.e. the first time in the LNOC's practice that two alternative budget drafts were presented simultaneously to the LNOC GA.
99. Accordingly, before delving into the content of the two budget proposals and examining the relevant discriminatory allegations, the Sole Arbitrator must determine whether, under the applicable rules, the LNOC EC acted within its statutory remit in submitting two budget proposals to the LNOC GA.
100. In this respect, the Sole Arbitrator observes that, under Article 53.3 of the LNOC Articles of Association, one of the functions of the LNOC EC is "*determining the procedure for the use of LNOC's funds, drawing up the annual report on the use of such funds*" which

clearly encompasses a role in reviewing, supervising and shaping the draft budget to be presented.

101. That said, the Sole Arbitrator is mindful that, as argued by the Appellants, Article 58 of the LNOC Articles of Association refers to the preparation of budget as a task attributed to the LNOC Treasurer, as follows:

“The Treasurer shall control the determination and implementation of the LNOC budget, draw up the financial statements of the LNOC, and propose LNOC budget projects.”

102. However, nothing indicates that such proposal has to be made directly to the LNOC GA without the intervention of the LNOC EC. To the contrary, Articles 53.3 and 58 of the LNOC Articles of Association show that the LNOC Treasurer drafts the budget proposal(s) and the LNOC EC – which has a role in determining the use of LNOC funds – can and must review and adjust them prior to submission to the LNOC GA.
103. Accordingly, the Sole Arbitrator concludes that Article 58 of the LNOC Articles of Association must be interpreted as meaning that the LNOC Treasurer has the power to draft a budget proposal that, under Article 53.3 of the LNOC Articles of Association, will subsequently be reviewed by the LNOC EC.
104. However, Article 58 of the LNOC Articles of Association is also crucial to determine another issue raised by the Appellants, i.e. that only one budget proposal can be submitted to the attention of the LNOC GA.
105. In this respect, Article 58 of the LNOC Articles of Association clearly envisages the possibility to “*propose LNOC budget projects*” (emphasis added).
106. However, the Sole Arbitrator is of the view that said provision cannot be interpreted to entail that the LNOC EC can present more budget proposals simultaneously to the LNOC GA.
107. In fact, on the one hand, the expression “*budget projects*” might as well be a generic reference to the authority to present proposals in general, rather than a specific entitlement to refer more than one project to the LNOC EC.
108. On the other hand, and in any case, even assuming that said expression could be interpreted as allowing the LNOC Treasurer to draft more than one proposal, Article 53.3 of the LNOC Articles of Association (see *supra* at para. 100) still refers to the LNOC EC “*drawing up the annual report*” in the singular form.
109. Therefore, as a preliminary conclusion, the Sole Arbitrator holds that, while the LNOC Treasurer might be entitled, under the LNOC Articles of Association, to present more than one budget proposal, the rules do not expressly provide for the possibility that the LNOC EC present two different budget proposals for decision by the LNOC GA.

110. That said, as mentioned, the Sole Arbitrator recalls the Appellants' argument that Draft Budget No. 1 is discriminatory and constitute an unlawful reprisal for their participation in legitimate democratic engagement concerning sports legislation.
111. On this point, the Sole Arbitrator notes that the budget proposals presented per said Resolution were then discussed and voted before the LNOC GA on 7 March 2025 through the LNOC GA Resolution which, as will be shown below, shall be set aside considering, in particular, that Draft Budget No. 1 did not abide by the LNOC Articles of Association.
112. Clearly, the Appellants' interest in pursuing their request for relief against the LNOC Resolution No. 3 is subsumed entirely within their challenge against the LNOC GA Resolution, with the ultimate goal of obtaining a new voting session for the approval of budget support.
113. Therefore, any finding of the Sole Arbitrator on the LNOC EC Resolution No. 3 would have no independent practical effect and is devoid of any continuing purpose.
114. Notably, the Sole Arbitrator considers that, under the LNOC Articles of Association, the LNOC EC does not possess the authority to approve the annual budget, since it may only review budget drafts prepared by the LNOC Treasurer and decide which of them to be submitted to the LNOC GA. As a consequence, the LNOC EC Resolution No. 3 had a purely preparatory and procedural character. The sole act producing binding legal consequences in the sphere of the Appellants was the subsequent decision of the LNOC GA approving Draft Budget No. 1.
115. Once the LNOC GA exercised its exclusive statutory competence to adopt the annual budget, the LNOC EC's resolution lost any independent legal effect, irrespective of whether one or two drafts had been placed on the agenda and of the content thereof.
116. Accordingly, even if the Sole Arbitrator were to annul LNOC EC Resolution No. 3, such annulment would not affect, nor could it retroactively vitiate, the autonomous and final decision taken by the LNOC GA.
117. For the sake of clarity, the Sole Arbitrator further observes that the mere submission of Draft Budget No. 1 to the LNOC GA cannot, in any event, be regarded as creating a valid alternative capable of being re-submitted in the future. As explained in Section C below, Draft Budget No. 1 contains structural defects that render it inconsistent with the LNOC's internal regulations and the principles of reasonableness and good faith under Article 2.82(4) of the Lithuanian Civil Code. Consequently, Draft Budget No. 1 cannot be considered a lawful budget proposal.
118. For these reasons, and notwithstanding the above clarification, the Sole Arbitrator holds that the Appellants' challenge to the LNOC EC Resolution No. 3 has become moot and must be dismissed without further examination of its merits.

C. The LNOC GA Resolution

119. Through the LNOC GA Resolution, the LNOC GA has voted the adoption of Draft Budget No.1, thereby expressly excluding the Appellants from funding (see *supra* at paras. 25-27).
120. According to the Appellants, said decision is discriminatory and against the Appellants' freedom of expression and therefore it should be "revoked". Moreover, the Appellants request that a new LNOC GA be convened to approve Draft Budget No. 2, which includes a support of EUR 40,000 for each of the Appellants (see *supra* at para. 26).
121. The Respondent counters by arguing that the decision not to grant support to the Appellants was prompted by proposals made by other LNOC members and in any case, under Lithuanian law, budget support by an association to its members is provided on a voluntary basis and, accordingly, there cannot be an obligation upon the LNOC to finance the Appellants.
122. The Sole Arbitrator preliminarily notes that, per the LNOC Articles of Association and as uncontested between the Parties, the approval of budget is part of the competences of the LNOC GA, in its ordinary session (see Articles 39.1 and 42.4).
123. The Sole Arbitrator is also mindful of the Respondent's argument, supported by references to Lithuanian law (see *supra* at para. 52(iv) (a)) and jurisprudence before Lithuanian Courts, that an association is entitled to provide budget support to its members on a voluntary basis and, for this reason, it has the discretion to decide the addressees thereof.
124. However, in the Sole Arbitrator's view, this does not mean that the discretionary power is unlimited or immune from review.
125. Notably, the Sole Arbitrator observes that any allocation of budget has to abide by the association's internal regulations, if any, concerning the distribution of funds as well as, in any case and on a general basis, other provisions applicable to decisions of legal entities under Lithuanian law.
126. In this last respect, both Parties referred to Article 2.82 (4) of the Lithuanian Civil Code, under which:

“Decisions of the bodies of a legal person may, in judicial proceedings, be declared void where they contravene the imperative provisions of the law, incorporation documents of a legal person or principles of reasonableness and good faith. Where the decision infringes their rights or interests, action can be taken by the creditors of a legal person, a respective managing body of a legal person, member of a legal person or other persons prescribed by the law.”

127. As conceded by both Parties, Article 2.82 (4) of the Lithuanian Civil Code provides that even a majority-approved decision of the governing body of an association can be declared void if it is issued in violation of:
- Mandatory provisions of law;
 - Constitutional documents of the association (which, in the present case, include the LNOC Articles of Association);
 - The principles of reasonableness and good faith.
128. The above principles operate as essential safeguards protecting members of a legal entity from arbitrary or abusive governance.
129. Accordingly, the Sole Arbitrator must verify whether there are any grounds to declare the invalidity of the LNOC GA Resolution under Article 2.82 (4) of the Lithuanian Civil Code.
130. As the Parties did not invoke the violation of mandatory provisions of law, the Sole Arbitrator moves to analyse the compliance of the LNOC GA Resolution with the rules, if any, applicable to LNOC funds and budget allocation under the LNOC Articles of Association, along with other relevant provisions thereof.
131. In this respect, the Sole Arbitrator observes that, as a rule, Article 81 of the LNOC Articles of Association provides that the LNOC funds – including, per Article 80.3 “*state funds intended for preparing for and participating in the Olympic Games*” – shall be allocated to:
- “81.1. financing of training and participation of athletes and national teams of the Republic of Lithuania in the Olympic Games and in complex sports competitions of regions, continents or the world under the auspices of the IOC;*
 - 81.2. financing of all programs, events intended for the development of Olympic activities, programs for the promotion of the Olympic movement;*
 - 81.3. development of the own material base, economic activity, as well as in the cases and in the manner provided for by the law, for payment of tax to the state budget*
 - 81.4. purchase of souvenirs, commemorative medals, diplomas and other attributes, literature and sports inventory;*
 - 81.5. awarding of special and transitional prizes, as well as monetary bonuses, scholarships, allowances;*
 - 81.6. payment for the staff’s work, royalties payables on the basis of royalty agreements, and for economic expenses”.*
132. Therefore, there is no evidence of the possibility of excluding one or more sports federations for any of the sports disciplines that are part of the Olympic Games (see Article 81.1) or, in any case, somehow “reserving” the LNOC funds without allocation to any of the above programs or activities.

133. In particular, regardless of the possibility to exclude some members from said allocation (assuming that it is possible under Article 81.1) Article 81 of the LNOC Articles of Association seems to require that any amount that is part of the LNOC fund be allocated to one of the activities, programs or expenses listed therein.
134. This view is also corroborated by the circumstance that, in the present case, the LNOC Treasurer, when filing his proposal for budget allocation to the LNOC EC, did not merely request to withdraw an amount from support to the Appellants, but rather specified that said amount had to be distributed “*to the remaining LNOC members on a pro rata basis*” (see *supra* at para. 22(i)(a)).
135. However, the LNOC GA approved Draft Budget No.1, which does not include the amount of EUR 160,000 (i.e. the amount of EUR 40,000 for each of the Appellants, envisaged in Draft Budget No. 2) nor does it allocate the same amount to any other expense or activity, to the effect that it excludes the Appellants from funding but fails to re-allocate, justify or purpose-bind the corresponding amount of EUR 160,000 to the activities listed under Article 81 of the LNOC Articles of Association. This constitutes both a breach of said article and an arbitrary deprivation of resources entrusted for the support of Olympic sports.
136. On this point, the Sole Arbitrator further notes that the mechanism for the distribution of funds set out in both versions of the Budget for the year 2025 consists of a uniform, lump-sum allocation of EUR 40,000 to each federation representing an Olympic discipline. The Respondent has not submitted, nor does any document on file suggest, that differentiated criteria were applied based on the specific competitive needs, development priorities or financial requirements of the respective sports for the year 2025. This indicates that the funding in question does not constitute a discretionary or merit-based investment, but rather a standard entitlement derived strictly from the status of being an LNOC member within an Olympic sport.
137. Consequently, the exclusion of the four Appellants from receiving this flat-rate allocation, which otherwise applies equally to all comparable members, clearly assumes the character of a punitive and retaliatory measure, directly linked to the expression of views perceived to conflict with those of the LNOC. Such selective deprivation of equal funding within a scheme expressly designed on the basis of parity of treatment constitutes unlawful discrimination.
138. In this respect, the Sole Arbitrator notes that Article 13 of the LNOC Articles of Association expressly includes, among the areas of activity of the LNOC:

“13.6 to fight against any discrimination and abuse in sports, any form of discrimination against a country or person based on racial, religious, political, gender or other motivations, which is incompatible with the Olympic Movement”.
139. Therefore, there is a clear commitment from the LNOC not to engage in any discriminatory behaviour, including for political or other reasons, that was not respected in the LNOC GA Resolution.

140. Notably, the LNOC provided no legitimate sporting or objective governance rationale for the exclusion: the only criterion was the Appellants' with NASF's political stance. This amounts to direct discrimination on the basis of political or other opinion, expressly prohibited by Article 13.6 of the LNOC Articles of Association.
141. The Respondent tries to defend the legitimacy of the LNOC GA Resolution by arguing that it reflects democratic will, since (i) it was prompted by the proposals of many other LNOC members and in any case (ii) it was voted by the majority of the members of the LNOC GA.
142. However, even if one were not to consider the clear violations of the LNOC's incorporation documents shown above, validating a decision of the managing body of an association just because it expresses the will of many of its members, or even its majority, does not conform to the requirements of "reasonableness" and "good faith" provided by Article 2.82 (4) of the Lithuanian Civil Code. Indeed, democratic decision-making cannot legitimise a reprisal measure adopted to punish minority views. Otherwise, the majority could suppress dissent with impunity.
143. In particular, the aforementioned requirements are violated when the governing body of an association issues a decision that is in blatant violation of its fundamental principles and provisions, clearly shielding it behind the respect of the majority principle.
144. In light of the above, Article 2.82(4) of the Lithuanian Civil Code must be interpreted as prohibiting any majority decision that targets specific members for having expressed legitimate opinions on matters of public interest, thereby violating the duty of loyalty owed by the majority to the minority.
145. This is precisely what happened in the present case: the LNOC GA improperly used its power to approve a resolution trumping the right of the Appellants to receive financial support from the LNOC, on the sole basis that all Appellants are members of the NASF, which allegedly expressed its view in a way that is contrary to the interests of the LNOC.
146. The fact that Draft Budget No.1 was based on the proposals made by some LNOC members does not change the aforementioned scenario, considering that:
 - Said proposals hinged on the Appellants having expressed an opinion allegedly conflicting with the LNOC's interests through the NASF, thus requesting a "punishment" of some sort for said behaviour;
 - Some of the proposals actually warranted listening to the Appellants' reasons or strengthening the cooperation between the LNOC and the NASF (see *supra* at paras. 22(ii) and 22(iii)), solutions that are non-discriminatory but were completely overlooked by the LNOC GA (which relied on the self-serving narrative that all 17 proposals suggested the exclusion of the Appellants from funding).
147. In light of all the above, although, in compliance with the provisions of Lithuanian law on voluntary support and, in any case, general standards of autonomy, the Sole Arbitrator cannot impose any decision on the LNOC GA, he can most certainly apply Article 2.82 (4) of the Lithuanian Civil Code and invalidate those decisions that, as in the case at hand,

are issued in clear violation of the incorporation documents of the association, as well as basic principles of reasonableness and good faith.

148. For these reasons, the LNOC GA Resolution is set aside. However, the Appellants' request to "*order the LNOC to convene a new General Assembly session for the confirmation of a new annual budget as was submitted in the document 'Projektas Nr. 2'*" is dismissed, as such a command would exceed the CAS's powers and unduly interfere with the internal autonomy of the LNOC.

X. CONCLUSIONS

149. After taking into consideration all evidence adduced and all arguments advanced by the Parties, the Sole Arbitrator concludes that:
- (i) The LNOC EC Resolution No.1 is set aside, as the warning imposed on the Appellants lacked any legal basis;
 - (ii) The LNOC EC Resolution No. 3 is confirmed solely on the basis that the appeal against it has become moot and the decision thereon would serve no practical purpose;
 - (iii) The LNOC GA Resolution is set aside for being issued in violation of Article 2.82 (4) of the Lithuanian Civil Code as, in particular, it violates (a) its incorporation documents (both in terms of budget allocation – Article 81 of the LNOC Articles of Association – and of non-discrimination – Article 13.6 of the LNOC Articles of Association) and in any case (b) the principles of reasonableness and good faith.
 - (iv) The Appellants' request to "*order the LNOC to convene a new General Assembly session for the confirmation of a new annual budget as was submitted in the document 'Projektas Nr. 2'*" is dismissed
150. The above conclusions render it unnecessary for the Sole Arbitrator to address any other requests made by the Parties. Accordingly, all other or further claims or requests submitted by the Parties are hereby dismissed as unnecessary or without merit.

XI. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 17 March 2025 by the Lithuanian Biathlon Federation, the Lithuanian Cycling Federation, the Lithuanian Athletics Federation and the Lithuanian Tennis Union against the first and third resolutions of the LNOC EC of 24 February 2025 and the resolution of the LNOC General Assembly of 7 March 2025, is partially upheld.
2. The first resolution adopted by the LNOC EC on 24 February 2025 is set aside.
3. The third resolution adopted by the LNOC EC on 24 February 2025 is confirmed.
4. The resolution of the LNOC General Assembly of 7 March 2025 regarding the “Approval of LNOC Budget 2025” is set aside.
5. The request to order the Lithuanian National Olympic Committee to convene a new General Assembly session for the confirmation of a new annual budget is dismissed.
6. (...).
7. (...).
8. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 14 January 2026

THE COURT OF ARBITRATION FOR SPORT

Mario Vigna
Sole Arbitrator