



## ARBITRATION RULES

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## **Definitions**

<b>“Just Sport Ireland (JSI)”</b>	A company limited by guarantee, created to establish and oversee the operation of an Irish sports dispute resolution service. Its mission is to facilitate the resolution of sports-related disputes through arbitration or mediation in an efficient, cost-effective and fair manner.
<b>“Board of Directors”</b>	The directors and company secretary of JSI, as may be varied from time to time, or a sub-committee thereof.
<b>“Registrar”</b>	The person appointed by JSI from time to time to administer the dispute resolution service, or his/her duly appointed deputy. The Registrar shall consult the Board of Directors in the performance of his/her duties.
<b>“List of Arbitrators”</b>	The list of arbitrators compiled by JSI, as may be varied from time to time, from which arbitrators may be appointed to act as an arbitrator in a JSI arbitration.
<b>“Chairperson of the List of Arbitrators”</b>	The person appointed by JSI from time to time as Chairperson of the List of Arbitrators, or his/her duly appointed deputy.
<b>“Arbitration Panel”</b>	The member(s) of the List of Arbitrators appointed to resolve a particular dispute, in accordance with the JSI Arbitration Rules.

## 1. Introduction

- 1.1 The following arbitration rules, as amended by JSI from time to time (the “Arbitration Rules”), shall apply where the statutes or regulations of a sports federation, governing body, club, association or other sports-related body provide for the resolution of a dispute under the JSI Arbitration Rules or by JSI, or where a specific arbitration agreement constituted between the Parties provides for the resolution of a dispute under the JSI Arbitration Rules or by JSI. In such event the Parties shall be deemed to have agreed that the arbitration shall be conducted in accordance with these Arbitration Rules.
- 1.2 In relation to arbitrations under these Arbitration Rules, the role of JSI is:
  - (a) to establish or assist in establishing a JSI Arbitration Panel (the “Panel”) with power to resolve sports disputes in accordance with these Arbitration Rules; and
  - (b) to assist in the administration of the associated proceedings.
- 1.3 The responsibility of an Arbitration Panel is to resolve the dispute referred to it in accordance with these Arbitration Rules.

## 2. Appeal Arbitration Procedure

- 2.1 A Party may appeal a disciplinary, selection or other decision of a sports federation, governing body, club, association or other sports-related body in so far as the regulations of the relevant body, or a specific arbitration agreement constituted between the Parties, provide for the appeal to be heard under the JSI Arbitration Rules or by JSI and, unless the Parties otherwise agree, insofar as the Party filing the appeal (the “Appellant”) has exhausted all other procedures available under the applicable statutes or regulations of the relevant body. Notwithstanding the above, decisions issued in relation to anti-doping rule infractions or employment disputes cannot be the subject of an appeal under these Arbitration Rules.

### 2.2 Notice of Appeal

The Appellant shall file with JSI and serve on the other Party/Parties to the arbitration a notice of appeal containing or accompanied by (collectively referred to as the “Notice of Appeal”):

- (a) the names and relevant contact details of all Parties. In the event that a Party is under the age of eighteen, the Party’s date of birth shall be provided, if known, in addition to the name and relevant contact details of the Party’s parent or legal guardian;
- (b) details, and where available, a copy of the decision being appealed against;
- (c) the Appellant’s request for relief or remedy;
- (d) if applicable, an application to stay the execution of the decision being appealed against and the reasons therefor;

- (e) if applicable, an application for the arbitration to proceed in an expedited manner and the reasons therefor;
- (f) if applicable, any urgent request for the production of documents pursuant to Arbitration Rule 16.2(e);
- (g) if applicable, a request that the Panel be comprised of three arbitrators;
- (h) a copy of the provision or the specific arbitration agreement constituted between the Parties that provides for arbitration under the JSI Arbitration Rules or by JSI;
- (i) a statement of any procedural matters or any variation from these Arbitration Rules to which all Parties to the arbitration have already agreed, or any proposals in this regard, including but not limited to apportionment of costs, location of the arbitration, identity or number of arbitrators to be appointed, procedural timetable, decision-making powers, confidentiality;
- (j) proof of payment of the non-refundable JSI filing fee, the amount of which is indicated on the prescribed Notice of Appeal form and may be amended by JSI from time to time;

The prescribed Notice of Appeal form, which should be used by the Appellant when filing its Notice of Appeal, is set out in the First Schedule to these Arbitration Rules. The prescribed form may be amended by JSI from time to time.

### 2.3 Time Limits

In the absence of a time limit specified in the regulations of the relevant sports-related body or of a previous subsisting agreement, the time limit for the filing with JSI and for the service on the other Parties to the arbitration of the Notice of Appeal shall be fourteen (14) days from receipt by the Appellant of the decision being appealed against.

If the requirements set out in Arbitration Rule 2.2 are not fully complied with when the Notice of Appeal is filed, the Registrar may fix one short time limit within which the Appellant shall complete its Notice of Appeal, failing which it shall be deemed withdrawn. The fixing of a short time limit under this provision shall not modify the time limit for the filing of the Appellant's Statement of Appeal.

Time limits specified in or fixed under these Arbitration Rules shall begin on the day after that on which notification by JSI is received. Official holidays and non-working days are included in the calculation of time limits. The time limits specified in or fixed under these Arbitration Rules are complied with if the communications by the Parties are sent before midnight on the last day on which such time limits expire. If the last day of the time limit is an official holiday or a non-business day in the country where the notification is received, the time limit shall expire at the end of the first subsequent business day.

Upon application on justified grounds by a Party on notice to the other Parties to the arbitration, the Chairperson of the Panel or, if the Panel has not yet been

appointed, the Chairperson of the List of Arbitrators, may extend a time limit specified in or fixed under these Arbitration Rules, with the exception of the time limit for the filing of the Notice of Appeal. The time limit for the filing of the Notice of Appeal may be reasonably extended by express agreement of the Parties.

## 2.4 Statement of Appeal

Within fourteen (14) days of the expiry of the time limit for filing of the Notice of Appeal, the Appellant shall file with JSI and serve on the other Parties to the Arbitration, a Statement of Appeal (failing which the appeal shall be deemed to be withdrawn) containing or accompanied by (collectively referred to as the “Statement of Appeal”):

- (a) a statement of the facts and legal arguments giving rise to the appeal and upon which the Appellant is relying;
- (b) copies of all documents and other exhibits upon which the Appellant is relying;
- (c) a list of all witnesses, including expert witnesses, upon whose testimony or evidence the Appellant seeks to rely, accompanied by a statement from each witness; any application for an extension of the time limit for filing of such statements and the reasons therefor must be made within the time limit for the filing of the statements;
- (d) a statement of any procedural matters or any variation from these Arbitration Rules to which all Parties to the arbitration have already agreed, or any proposals in this regard, including but not limited to apportionment of costs, location of the hearing, procedural timetable, decision-making powers, confidentiality;
- (e) if applicable, the name, address and contact details of any person acting as the Appellant’s representative pursuant to Arbitration Rule 7.1;
- (f) if applicable, any request for the production of documents pursuant to Arbitration Rule 16.2(e).

The prescribed Statement of Appeal form, which should be used by the Appellant when filing its Statement of Appeal, is set out in the Second Schedule to these Arbitration Rules. The prescribed form may be amended by JSI from time to time.

## 2.5 Reply

Within fourteen (14) days from receipt of the Statement of Appeal by the Party against whom the Appeal is directed (the “Respondent”), the Respondent shall file with JSI and serve on the other Parties to the arbitration a reply containing or accompanied by (collectively referred to as the “Reply”):

- (a) a statement of defence, including any defence of lack of jurisdiction, and/or any counterclaim;

- (b) if applicable, a confirmation of all or part of the Appellant's Notice of Appeal or Statement of Appeal, including any application that the Appellant has made for provisional measures;
- (c) copies of all documents and other exhibits upon which the Respondent is relying, unless the document has previously been filed by another Party to the arbitration;
- (d) a list of all witnesses, including expert witnesses, upon whose testimony or evidence the Respondent seeks to rely, accompanied by a statement from each witness; any application for an extension of the time limit for filing of such statements and the reasons therefor must be made within the time limit for the filing of the statements;
- (e) a statement of any procedural matters or any variation from these Arbitration Rules to which all Parties to the arbitration have already agreed, or any proposals in this regard, including but not limited to apportionment of costs, location of the hearing, procedural timetable, decision-making powers, confidentiality;
- (f) if applicable, the name, address and contact details of any person acting as the Respondent's representative pursuant to Arbitration Rule 7.1;
- (g) any request for the production of documents pursuant to Arbitration Rule 16.2(e).

The prescribed Reply form, which should be used by the Respondent when filing its Reply, is set out in the Third Schedule to these Arbitration Rules. The prescribed form may be amended by JSI from time to time.

#### 2.6 Further written submissions

Unless the Panel permits or directs otherwise, the Parties shall not submit further written submissions after the filing of the Statement of Appeal and the Reply.

#### 2.7 If the Respondent fails to submit its Reply within the prescribed time limit, the Panel may nevertheless proceed with the arbitration and deliver its award.

### 3. Joinder and Intervention

#### 3.1 If the Respondent wishes to request the participation of a third party as a Party to the arbitration, it shall make such a request in its Reply, together with the reasons therefor, and serve a copy of its Reply on the third party. The Panel or, if the Panel has not yet been appointed, the Chairperson of the List of Arbitrators, shall set a time limit in which such third party shall file with JSI and serve on the other Parties to the arbitration a Reply in accordance with Arbitration Rule 2.5, including a statement of its position regarding its participation in the arbitration. The Panel or the Chairperson of the List of Arbitrators shall also set a time limit for the other Parties to the arbitration to express their respective positions regarding the participation of the third party.

- 3.2 If a third party wishes to participate as a Party to the arbitration, it shall inform JSI in writing at the earliest opportunity. It shall subsequently file, within the time limit set for the filing of the Respondent's Reply, its application to intervene as a Party, the reasons therefor, and a Reply in accordance with Arbitration Rule 2.5 (collectively referred to as the "Intervener Brief"). If the intervening third party is unaware of the time limit set for the filing of the Respondent's Reply, the Panel may fix a time limit within which the intervening third party shall file its Intervener Brief. JSI shall communicate a copy of this Intervener Brief to the Parties and set a time limit in which the Parties shall express their respective positions regarding the participation of the third party.
- 3.3 A third party may only participate in the arbitration if it is bound by the arbitration agreement or if the third party and the other Parties to the arbitration agree in writing to its participation.
- 3.4 Upon expiration of the time limits described in Arbitration Rules 3.1 and 3.2, the Panel or, if the Panel has not yet been appointed, the Chairperson of the List of Arbitrators, shall decide on the participation of the third party, taking into account, in particular, the prima facie existence of an arbitration agreement as referred to in Arbitration Rule 2.1 above. The decision of the Chairperson of the List of Arbitrators shall be without prejudice to a decision of the Panel on the same matter.
- 3.5 The admittance of a third party to the arbitration by the Panel, or the Chairperson of the List of Arbitrators, shall not necessitate the reconstitution of the Panel. In the event that the Panel allows the participation of a third party, it shall, if appropriate, issue related procedural directions.
- 3.6 Notwithstanding a decision of the Panel or the Chairperson of the List of Arbitrators not to grant a third party the status of a full Party in the arbitration, such third party may be allowed to participate in the proceedings as an interested party ("Interested Party"). The extent to which an Interested Party will be allowed to participate in the arbitration proceedings, particularly with regard to its right to make written submissions or attend, or participate in, the arbitral hearing, shall be determined on a case-by-case basis by the Panel, after consultation with the Parties.

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

- 4.1 A Party to the arbitration may apply for the arbitration to proceed in an expedited manner. Such an application may be filed by the Appellant in its Notice of Appeal or by the Respondent before filing its Reply.
- 4.2 If the Parties agree to proceed in an expedited manner, the Panel or, if the Panel has not yet been appointed, the Chairperson of the List of Arbitrators, shall issue appropriate directions, after consultation with the Parties.

- 4.3 Where the parties have agreed to shorten the various time limits set out in these Arbitration Rules, the Panel or, if the Panel has not yet been appointed, the Chairperson of the List of Arbitrators, may extend any time limit which has been modified if it decides that such an extension is necessary in order for the Panel to fulfil its responsibilities in accordance with these Rules.

## **5. Communications**

- 5.1 All notifications and communications from JSI or the Panel intended for the Parties shall be made through the Registrar by courier, post or facsimile. All arbitral awards and orders issued by the Panel shall be notified to the Parties by any means permitting proof of receipt.
- 5.2 All communications from the Parties intended for JSI or the Panel shall be sent by courier, post or facsimile to the Registrar, failing which they shall be declared inadmissible. The Notice of Appeal, Statement of Appeal, Reply, Intervener Brief and all written submissions and exhibits shall be filed by the Parties by courier or post, in as many copies as there are arbitrators, together with the original documents for JSI itself. A Party filing a submission or sending correspondence to JSI or the Panel shall ensure that a copy of such submission or correspondence is, at the same time, served on the other Parties to the arbitration.
- 5.3 Where correspondence or submissions are filed by a Party in accordance with Arbitration Rule 5.2, JSI recommends that where practicable, additional copies of such correspondence or submissions be simultaneously sent to JSI and the other Parties by e-mail.
- 5.4 The Registrar may direct that communication shall take place directly between the Panel and the Parties, with copies of all correspondence and documents to be sent to the Registrar at the same time.
- 5.5 Upon the agreement of the Parties, the Chairperson of the Arbitration Panel or, if the Panel has not yet been appointed, the Registrar, may permit the Parties' submissions and/or other correspondence to be filed solely by e-mail.

## **6. Language**

- 6.1 The language of JSI Arbitration procedures shall be the English language. The Parties may agree to conduct the Arbitration proceedings in a language other than English, provided that the Arbitration Panel agrees and is competent to conduct the arbitration in such language. In the event of such a choice by the Parties, the Arbitration Panel may order that the Parties bear all or part of any translation or interpreting costs.
- 6.2 The Arbitration Panel may order that all documents submitted in languages other than that of the procedure be filed together with a certified translation in the language of the procedure.



**7. Representation**

- 7.1 The Parties may be represented or assisted by persons of their choice.
- 7.2 The Registrar, before the formation of the Panel, and thereafter the Panel, may request a Party's representative to produce a power of attorney.

**8. Mediation**

- 8.1 The Registrar, before the formation of the Panel, and thereafter the Panel, may encourage the Parties to seek to resolve the dispute by mediation. If the Parties agree to submit the dispute to Mediation, the JSI Mediation Rules, as amended from time to time, shall apply.
- 8.2 The mediation process shall be confidential and without prejudice to the arbitration. It may be commenced at any stage during the arbitral proceedings.
- 8.3 The arbitration proceedings shall be suspended throughout the duration of the mediation process, unless the parties agree otherwise. Should the dispute, or aspects thereof, remain unresolved, the arbitration proceedings shall recommence at the conclusion of the mediation process.

**9. Formation of the Panel**

- 9.1 A Panel appointed to resolve a dispute under these Arbitration Rules shall comprise of one arbitrator (a "Sole Arbitrator") appointed from the List of Arbitrators, unless a Party files a written request that a Panel of three arbitrators be appointed. Such a request may be filed by the Appellant in its Notice of Appeal or by the Respondent within seven (7) days from receipt of the Appellant's Notice of Appeal. In the absence of an agreement between the Parties regarding the number of arbitrators to be appointed, the Registrar, having considered the circumstances of the case, will decide whether the dispute is to be decided by a Sole Arbitrator or a three-member Panel.
- 9.2 Where the Panel shall comprise of a Sole Arbitrator, the Sole Arbitrator shall be selected from the List of Arbitrators by the Registrar, unless all Parties agree to the appointment of a particular member of the List of Arbitrators as Sole Arbitrator, and jointly notify the Registrar of such agreement within seven (7) days from the filing of the Notice of Appeal.
- 9.3 Where the Panel shall comprise of three arbitrators, the Appellant and Respondent shall each nominate one person from the List of Arbitrators to act as arbitrator. The Appellant shall nominate an arbitrator in its Notice of Appeal and the Respondent shall nominate an arbitrator within seven (7) days from receipt of the Appellant's Notice of Appeal. Upon the appointment of the nominated arbitrators by the Registrar, the Chairperson of the Panel shall be selected and appointed from the List of Arbitrators by the Registrar, unless the parties have already agreed to the appointment, as Chairperson, of a particular member of the List of Arbitrators.

- 9.4 If any Party fails to nominate an arbitrator in accordance with these Arbitration Rules, the Registrar shall proceed with the appointment in lieu of that Party.
- 9.5 Where there are more than two Parties to the arbitration, one arbitrator shall be jointly nominated by the Appellants and/or one arbitrator shall be jointly nominated by the Respondents, as the case may be. In the absence of agreement between the Parties in this regard, the Panel members may be selected and appointed from the List of Arbitrators by the Registrar.
- 9.6 The Registrar shall notify the Parties of the identity of the Panel upon its appointment. Every arbitrator must be and remain independent of the parties involved in the arbitration. Before his/her appointment by the Registrar, a nominated arbitrator shall sign a statement of independence and disclose in writing to the Registrar any facts or circumstances which might be of such a nature as to call into question the arbitrator's independence in the eyes of the parties. The Registrar shall immediately notify such information to the parties in writing. An arbitrator shall immediately disclose in writing to the Registrar and to the parties any facts or circumstances of a similar nature which may arise during the arbitration.
- 9.7 An arbitrator's appointment may be challenged if the circumstances give rise to legitimate doubts over his independence. This challenge shall be brought within seven (7) days after the grounds for challenge have become known, or ought to have been known. The challenge shall take the form of a written petition filed with JSI, setting out the facts giving rise to the challenge.
- 9.8 Unless the challenged arbitrator withdraws or the other Parties to the Arbitration agree that the arbitrator shall be replaced, the Board of Directors shall have exclusive power to rule on a challenge. The Board of Directors shall issue its ruling after consultation with the Parties and that ruling shall be final.
- 9.9 No Party or person acting on its behalf shall have any *ex parte* communication relating to the case with any arbitrator, or with any candidate for appointment as an arbitrator, except to advise the candidate of the general nature of the dispute and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the Parties.
- 9.10 If any arbitrator, after appointment to a Panel, dies, gives written notice of his/her resignation, refuses to act, or in the opinion of the Board of Directors is failing to act or becomes unable or unfit to act, the Registrar shall appoint another arbitrator to the Panel in his/her place (to act as Chairperson if the circumstances require) and shall so inform the Parties and the remaining members of the Panel. Alternatively, upon the agreement of the Parties, one of the remaining members of a three-member Panel may proceed as a Sole Arbitrator.
- 9.11 Any appointment or removal required to be made by the Registrar or the Board of Directors under these Arbitration Rules shall be made impartially, after giving full consideration to the nature and circumstances of the matter. Every arbitrator conducting an arbitration under these Arbitration Rules shall be independent and impartial and shall not act as advocate for any Party.

- 9.12 The Registrar shall determine the amount of any former member of the Panel's fees and expenses, if any. The remaining members and any replacement member of the Panel, shall determine if and to what extent prior proceedings shall be repeated before the reconstituted Panel.

## **10 Jurisdiction**

- 10.1 The Panel may decide on its own jurisdiction, including whether the Panel is properly constituted, what matters have been submitted and any objections with respect to the existence, validity or scope of an arbitration agreement. For that purpose, an arbitration clause that forms part of a contract or part of the statutes or regulations of a sports-related body, shall be treated as an agreement independent of the other terms of the contract, statutes or regulations. If the Panel decides that the contract is void or the statutes or regulations are invalid or otherwise unenforceable, this shall not prejudice the validity of the arbitration clause.
- 10.2 A Party must object to the jurisdiction of the Panel or to the arbitrability of a claim no later than the filing of the Reply to the claim that gives rise to the objection, as set out in Arbitration Rule 2.5. The Panel may rule on such objections on an interim basis or as part of the final award.
- 10.3 A Party that proceeds with an arbitration without promptly stating its objection to a failure to comply with a provision of, or requirement under these Arbitration Rules, shall be deemed to have waived its right to object.

## **11 Conduct of the Proceedings**

- 11.1 The Panel shall act in accordance with these Arbitration Rules and shall conduct the arbitration proceedings in such manner as it considers fit. The Panel may adopt any arbitral procedure agreed to by the Parties if, in the Panel's opinion, it is reasonable and practicable to do so.
- 11.2 Any decision of the Panel in relation to the conduct of the proceedings shall be made in accordance with its duty to act in a fair and impartial manner at all times. The Panel shall allow the Parties a reasonable opportunity to present their cases and to address the submissions of the other Parties, and shall avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.
- 11.3 An arbitrator appointed under these Arbitration Rules shall not be liable for any actions or omissions that occur in the discharge or purported discharge of his functions, unless the action or omission is done in bad faith.
- 11.4 JSI, including its servants and agents, shall not be liable in any circumstances for any act or omission of an arbitrator appointed under these Arbitration Rules.

## **12 Hearings**

- 12.1 As a general rule, one oral hearing shall be held, during which the Panel shall hear the Parties as well as any witnesses, including expert witnesses, that have been specified in the Parties' written submissions.
- 12.2 The Chairperson of the Panel may exceptionally authorise the hearing of witnesses via teleconference or videoconference. With the agreement of the parties, the Chairperson may also exempt a witness from appearing at the hearing if such witness has already filed a witness statement.
- 12.3 The hearing shall be confidential and conducted in private, unless the Parties agree otherwise.
- 12.4 The Panel shall, after consultation with the Parties, fix the date, time and location of the hearing. The Registrar shall give the Parties as much notice as practicable of the date, time and location fixed by the Panel.
- 12.5 After consultation with the Parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing. If no hearing is held, the arbitral award shall be based on the Parties' written submissions.
- 12.6 The Parties shall each provide the Registrar and the other Parties with a list of all persons who will attend the hearing on their behalf or at their behest, including witnesses, party representatives and the parties themselves. This list of attendees shall be provided at the earliest opportunity and not later than three (3) days before the hearing.

## **13 Witnesses**

- 13.1 The Parties must notify the Panel and other Parties of any witnesses, including expert witnesses, that are to be called and shall file witness statements for such witnesses in accordance with Arbitration Rules 2.4(c) and 2.5(d).
- 13.2 The Panel may question a witness at any stage and shall control the questioning of a witness by the other Parties.
- 13.3 It is the responsibility of the Parties to produce the witnesses and witness statements. If a witness fails to appear at the hearing, the Panel may decide to disregard his/her witness statement. If a witness statement is not filed for a particular witness in accordance with Arbitration Rules 2.4(c) and 2.5(d), the Panel may decide not to hear the oral testimony of that witness.
- 13.4 The costs of witnesses, including expert witnesses, shall be advanced by the party calling such witnesses, in accordance with Arbitration Rule 17.3.

## **14 Experts**

- 14.1 The Panel may, having notified the Parties, appoint one or more experts acting impartially and independently of the Parties to report to the Panel on specific issues and may require a Party to give such a panel-appointed expert any relevant

information or to produce, or to provide access to, any relevant documents or other property, for inspection by such expert.

- 14.2 The Panel may, unless the Parties agree otherwise, direct a panel-appointed expert to give evidence either in advance of a hearing in the form of a written report and/or at a hearing in the form of an oral report, and may also require such expert to attend a hearing so that the Panel or the Parties may question him/her.
- 14.3 The Panel may question a panel-appointed expert at any stage and shall control the questioning of such expert by the other Parties.
- 14.4 The fees and expenses of any expert appointed by the Panel shall form part of the arbitration costs, in accordance with Arbitration Rule 17.2.

## **15 Award**

- 15.1 The award issued by the Panel shall be in writing, shall be dated and signed, and shall state the reasoning on which it is based.
- 15.2 The written, reasoned award shall be notified to the Parties by JSI as soon as possible and generally within two (2) months of the receipt by JSI of the Notice of Appeal.
- 15.3 Where the Panel is comprised of three arbitrators, the Panel shall decide on any issue by a majority and if the Panel fails to reach a majority decision on any issue, the decision of the Chairperson of the Panel shall be final. No minority or dissenting opinion shall be included in the award.
- 15.4 The Sole Arbitrator or Chairperson of the Panel shall deliver the arbitral award to the Registrar, who shall transmit a copy of the award to each Party.
- 15.5 Except to the extent set out in Arbitration Rule 15.7, all decisions of the Panel shall be final and binding on the Parties and on any party claiming through or under them. The Parties agree, by submitting a dispute to arbitration under these Arbitration Rules, to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority.
- 15.6 On its own initiative, the Panel may correct a clerical, computational or typographical error, or any errors of similar nature contained in an award. A Party may apply for the correction of an error of this type in the award, or for an interpretation of the award where the operative part of the award is unclear, incomplete, ambiguous, or where its components are self-contradictory or contrary to the reasoning of the award. Any application by a Party for the correction of an error, or for the interpretation of an award, must be submitted to the Registrar within seven (7) days of receipt of the award by the Party requesting the correction or interpretation. If a Panel decides to issue a correction or interpretation of an award, this shall take the form of an addendum, shall constitute part of the award, and shall be issued to the Parties within thirty (30) days from receipt of the Party's application.

- 15.7 A decision of the Panel made pursuant to these Arbitration Rules may be appealed exclusively to the Court of Arbitration for Sport (the “CAS”) in Lausanne, Switzerland, for resolution in accordance with the Code of Sports-related Arbitration, only where the arbitration clause, or the statutes or regulations of the relevant Sports-related Body which provide for JSI Arbitration, allow for such an appeal.
- 15.8 Any appeal to the CAS must be filed within twenty-one (21) days from receipt of the JSI decision by the party filing the appeal. Thereafter, the procedural rules of the CAS will apply and JSI and the Arbitration Panel will have no further role or function, save to assist if requested by the CAS.

## 16 Powers of the Panel

- 16.1 The Panel shall have the powers set out in the Irish Arbitration Acts, 1954-1998 or any statutory modification or re-enactment thereof (the “Arbitration Acts”).
- 16.2 The Panel shall have the power:
- (a) to allow any Party to amend its written submissions and/or to submit further evidence;
  - (b) to make a declaration on any matter to be determined in the proceedings;
  - (c) to order a Party to do or refrain from doing something;
  - (d) to conduct enquiries;
  - (e) to order any Party to make any document or other property under its control available for inspection by the Panel or another Party;
  - (f) to decide which rules of evidence, including rules regarding admissibility, relevance and weight, shall apply;
  - (g) to take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client;
  - (h) to proceed with the arbitration in the event of the absence, or failure to attend where due notice has been given, of one or more of the Parties, or a failure by one or more of the Parties to comply with these Arbitration Rules or the directions of the Panel;
  - (i) to consolidate proceedings, subject to the consent in writing of all the parties concerned;
  - (j) to join any other party to the proceedings on the application of a Party, subject to the consent in writing of such third party;
  - (k) to order on an interim basis, subject to determination in the final award, any relief or remedy which the Panel would have the power to grant in a final award, including a stay of execution of the decision being appealed against.

The Panel may not issue an interim order or grant provisional relief unless and until the Notice of Appeal has been filed;

- (l) to make recommendations when issuing the final award;
- (m) to interpret and apply these Arbitration Rules insofar as they relate to its powers and duties. The Registrar shall interpret and apply the remaining Arbitration Rules.

The above list of the Panel's powers is non-exhaustive.

- 16.3 The Panel may delegate any of its powers to the Chairperson of the Panel.
- 16.4 Where set out in these Arbitration Rules or where deemed necessary by the Registrar, before the appointment of the Panel, the powers of the Panel may be vested in the Chairperson of the List of Arbitrators.

## **17 Costs**

- 17.1 Upon filing of the Notice of Appeal, the Appellant shall pay the non-refundable JSI filing fee indicated on the prescribed Notice of Appeal form, the amount of which may be revised by JSI from time to time. This payment shall be taken into account when the amount of costs to be paid by each Party is assessed at the conclusion of the arbitration proceedings.
- 17.2 The cost of the arbitration, including JSI administrative expenses, the fees and expenses of the Panel and the fees and expenses of any experts appointed by the Panel (collectively referred to as the "Arbitration Costs"), shall be determined by the Registrar at the conclusion of the arbitration proceedings, and shall be borne by the Parties.
- 17.3 Each Party shall bear any expense that it incurs in connection with the arbitration proceedings, including the cost of legal representatives, witnesses, expert witnesses and interpreters (collectively referred to as the "Parties' Expenses"). A contribution towards the respective Parties' Expenses may be granted in the arbitral award.
- 17.4 Unless the Parties agree otherwise, in the award the Panel shall determine which Party shall bear, or in what proportion the Parties shall share, the Arbitration Costs. The Panel may also order any Party to pay a contribution towards another Party's Expenses. When making its determination regarding the Arbitration Costs and/or the Parties' Expenses, the Panel shall take into account the outcome of the proceedings, the conduct of the Parties and the financial resources of the Parties.
- 17.5 An advance on the Arbitration Costs will be requested from the Parties during the arbitral proceedings. The Registrar shall fix the advance on costs at an amount likely to cover the fees and expenses of the arbitrators and the JSI administrative costs for the claims and counterclaims that have been referred to it by the parties. This amount may be subject to readjustment at any time during the arbitration. Where, apart from the claims, counterclaims are submitted, the Court may fix separate advances on costs for the claims and the counterclaims. At the

conclusion of the arbitral proceedings, having calculated and deducted the Arbitration Costs from the amount advanced, the Registrar shall refund the remaining amount to the parties.

- 17.6 The Parties shall pay the advance on costs in equal shares. A time limit for payment of the advance shall be set and notified to the parties by the Registrar. Should the Parties fail to pay the advance on costs within the prescribed time limit, JSI may refuse to execute any procedural step in the arbitration, including the appointment of the Panel, the transfer of the file to the Panel or the notification of the arbitral award to the Parties, until such payment is effected. If a Party fails to pay its share of the advance on costs, another Party may advance that Party's share, in order for the arbitration to proceed. In the event of non-payment of the entire amount requested by the Registrar, the appeal shall be deemed withdrawn.

## **18 Confidentiality**

- 18.1 Arbitration proceedings under these Arbitration Rules shall be confidential. The Parties, the Panel and JSI undertake to keep confidential all matters relating to the arbitration, including all documents or other materials produced for the purpose of the arbitration by any Party and/or participant in the arbitration.
- 18.2 Notwithstanding the provisions set out in Arbitration Rule 18.1, JSI may publish any award issued under these Arbitration Rules, unless the Parties expressly agree, prior to its issuance by the Panel, that such award shall remain confidential.
- 18.3 JSI may publish non-identifying information relating to arbitrations conducted under these Arbitration Rules.

## **19 Applicable Law**

- 19.1 Procedurally, JSI arbitrations shall be governed by these Arbitration Rules and, where these Arbitration Rules are silent, by Irish Law, including the provisions of the Arbitration Acts, 1954-1998 (save for non-mandatory provisions expressly excluded or modified by these Arbitration Rules or by the agreement of the Parties).
- 19.2 Substantively, arbitrations under these Arbitration Rules shall be decided in accordance with the rules of law chosen by the parties. In the absence of such a choice by the Parties, the arbitration shall be decided in accordance with Irish Law, or the rules of law the Panel determines to be appropriate.
- 19.3 The seat of JSI and of each Arbitration Panel appointed under these Arbitration Rules is Dublin, Ireland.



FIRST SCHEDULE  
Notice of Appeal<sup>1</sup>

SECOND SCHEDULE  
Statement of Appeal

THIRD SCHEDULE  
Reply

FOURTH SCHEDULE  
Sample Clauses

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<sup>1</sup> Forms currently being finalised. They will be available to download on the website [www.justsport.ie](http://www.justsport.ie) when it goes live at the end of June/beginning of July.