

COURT OF ARBITRATION FOR SPORT

GUIDE TO ARBITRATION

CONTENTS

Foreword	1
What is arbitration?	1
Mission and structure of the CAS	3
What are the advantages of the CAS arbitration procedure?	5
Arbitration before the CAS : General Aspects	11
Disputes filed with the CAS	
Users of the CAS	
Conditions under which the CAS intervenes	
Task and structure of the CAS	
Arbitrators	
Seat of arbitration	
Language of arbitration	
Procedural rules applicable to arbitration before the CAS	
Representation and assistance	
Time limits	
Ordinary arbitration procedure	19
Aim (reminder)	
Application for arbitration	
Court office fee	
Initiation of the arbitration and answer	
Formation of the Panel	
Procedure before the Panel	
Evidentiary proceedings ordered by the Panel	
Participation of third parties	
Interim measures of protection	
Law applicable to the merits	
Award	
Confidentiality	

Appeals arbitration proceedings	29
Aim (reminder)	
Statement of appeal	
Court office fee	
Time limit for appeal	
Appeal brief	
Initiation of the arbitration and answer	
Formation of the Panel	
Suspension of the decision taken and other provisional measures	
Evidentiary proceedings of the appeal	
Law applicable to the merits	
Award	
Confidentiality	

Advisory opinion	39
-------------------------	----

Costs of the proceedings	41
---------------------------------	----

Appendix I :Standard arbitration clauses	
Appendix II : Scale of arbitration fees	
Appendix III :Switzerland's Federal Code on international private law	
Appendix IV : New York Convention for the recognition and execution of foreign	
Appendix V :Composition of the ICAS	
Appendix VI :CAS Organs	
Appendix VII :List of CAS arbitrators	

FOREWORD

The International Council of Arbitration for Sport (ICAS) has created the present Guide with a view to facilitating understanding of the Code of sports-related arbitration and, in a more general way, encouraging access to the Court of Arbitration for Sport (CAS).

This guide is aimed at anyone wishing to learn about the organization and operation of the CAS and its different procedures. Of course, the arbitration guide does not constitute a set of rules in itself. Its purpose is to describe the procedural system applied by the CAS without entering into all the technical details which appear in the Code, instead offering information of a practical nature.

Since its creation in 1983, the CAS has evolved constantly and is today an institution firmly rooted in the world of sport. As the Swiss Federal Tribunal, the country's supreme jurisdiction, recognized in 1993, the CAS is a real arbitral tribunal offering sufficient guarantees of independence and objectivity for its awards to be final and enforceable. The awards pronounced by the CAS thus have the same force as judgements pronounced by ordinary courts.

On 22nd June 1994 in Paris, no less than 31 international sports federations signed the Agreement to constitute the International Council of Arbitration for Sport and, by their signature, recognized the jurisdiction of the Court of Arbitration for Sport. This large-scale support for the CAS by the federations, and the increased number of contracts containing arbitration clauses establishing the competence of the CAS should logically result in an even greater amount of work for the Court, whose workload is already growing.

The signing of the Paris Agreement in some way constitutes the starting point for a necessary harmonization of procedural rules by national and international sports federations. While there is still much ground to be covered, an important step has been taken towards the ultimate goal.

To facilitate access by the great family of sport to the CAS still further, decentralized courts are to be created in the near future. Such measures will enable us to increase the effectiveness of this arbitral institution even more by bringing it closer to those seeking to make use of it.

The CAS is thus soon likely to experience further development and thereby pursue its mission to make available to the sports community a useful instrument and efficient infrastructure permitting the resolution of disputes arising within the field of sport.

Kéba MBaye
CAS President

Notice

The aim of the Arbitration Guide is to present the arbitration procedure before the Court of Arbitration for Sport (CAS); it does not constitute a set of rules. It is not binding on courts, nor on the International Council of Arbitration for Sport (ICAS), and can in no case be interpreted contrary to the Code of Sports-related Arbitration.

What is arbitration?

Arbitration is a private, independent and impartial legal institution authorized by the state legal system, which enables disputes under private law to be settled. There are two essential aspects to this private justice:

a contractual aspect: the parties jointly wish to submit their dispute to arbitrators by virtue of an express agreement to this effect; this agreement may result from a the clause of a contract or the provision of statutes, for example.

and

a jurisdictional aspect: arbitration is real justice, instituted with a view to settling private disputes (in the same way as ordinary civil justice), pronounced in accordance with precise rules of procedure and expressed through awards which have the same enforceable effect as the judgements of ordinary civil courts.

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Mission and Structure of the CAS

The CAS is an arbitration institution whose mission is to secure the settlement of sports-related disputes. To this end, it entrusts arbitrators with the task of pronouncing an award.

The CAS comprises two Divisions (the Ordinary Arbitration Division and the Appeals Arbitration Division), both placed under the responsibility of a Division President. Arbitration filed with the CAS is allocated to one or the other Division depending on the nature of the dispute between the parties.

- The ***Ordinary Arbitration Division*** sets in operation Panels, whose task is to resolve all disputes subject to the ordinary arbitration procedure.
- The ***Appeals Arbitration Division*** sets in operation Panels whose task is to resolve disputes subject to the appeals arbitration procedure.

The term "Panel" is understood to mean the arbitrator or arbitrators with the task of pronouncing the award.

The CAS Court Office is placed under the authority of the ICAS.

The ICAS is an independent body composed of 20 personalities.

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What are the Advantages of the Arbitration Procedure before the CAS?

1. It is suitable for international disputes

When the parties to a dispute are not domiciled in the same country, various problems may arise. The first task is to determine which court is competent, then to establish which law applies to the dispute. The party which is taking action in a foreign country then has to overcome difficulties related to the language and procedural system of that country.

Arbitration before the CAS allows this kind of disadvantage to be avoided:

- a) a single jurisdiction is provided for: the CAS, whose seat is in Lausanne;
- b) as a general rule, the parties themselves choose the applicable law;
- c) the procedure before the CAS is governed by an "International Code of Sports-related Arbitration" (which includes a set of "Procedural Rules"), which is universally applied;
- d) the working languages of the CAS are French and English, except in special circumstances.

Finally, in a more general way, international agreements give arbitral awards greater international effectiveness than the decisions of ordinary courts.

2. It is specially designed to facilitate the settlement of sports-related

Sports-related disputes are often complex and require specific legal knowledge which an ordinary judge will not necessarily possess. The CAS arbitrators, however, are chosen from a list of personalities appointed for their competence in legal matters and sound knowledge of the problems connected with sports activity.

The fact that a decision is made by specialists facilitates the concrete settlement of a dispute, by offering a solution adapted to the sporting context.

3. It is simple and flexible

The Procedural Rules are designed in such a way as to avoid superfluous formalism, in order to facilitate access to the CAS.

A party may seize the CAS by means of an application briefly stating reasons (ordinary procedure) or through a simple statement of appeal for which reasons must subsequently be given (appeals procedure). The opposing party (the defendant) then explains his position in a written answer. A second exchange of written submissions may be ordered.

Finally, the parties are summoned to a hearing to be heard, for the taking of evidence (hearing of witnesses, experts' reports, etc.) and for the oral pleadings.

The parties may freely choose their arbitrator(s) from a list published by the ICAS.

The working languages of the CAS are English and French, both frequently used in the world of sport. However, the parties may agree to use another language during the proceedings. This flexibility allows the problems of translation to be avoided, as this considerably slows down proceedings before the ordinary courts.

The parties may appear themselves before the CAS or be represented by a person of their choice, who may or may not be a lawyer.

The arbitration procedure before the CAS allows the flexible resolution of a considerable number of disputes, and encourages the search for an amicable solution. Discussion between the parties is facilitated, and it is not uncommon for an arrangement to be found during the proceedings.

4. It is quick

In the sports world more than elsewhere, the need for disputes to be settled rapidly is an obvious necessity. As an athlete's career is relatively short, he or she must be able to obtain a decision within a short space of time on a dispute with his or her federation, for example. In the same way, this federation must be able to know the outcome of the dispute quickly, in order to be able to adapt its rules without delay, if necessary.

The Procedural Rules are sufficiently flexible for disputes to be settled within the time limit appropriate to the circumstances of each particular case. Thus, in urgent cases, orders on interim measures or even awards may be pronounced very quickly.

In the framework of the appeals procedure, the Procedural Rules fixes at four months from filing of the statement of appeal the deadline by which the award must be notified to the parties.

5. It provides for a single instance

Ordinary procedures usually have several levels of jurisdiction (court of first instance > court of appeal > supreme or constitutional court). The parties thus have the option of recourse to other courts if they disagree with the decision of the first judge. Some time can elapse before all the judicial remedies are exhausted and the decision becomes final.

When the CAS pronounces an award, however, this is immediately final and enforceable. Only very limited possibilities of appeal are given to the parties.

6. It is confidential

Unlike ordinary procedures, the CAS arbitration procedure is private and therefore takes place without the public or the media knowing about it. In principle, the hearings are not public, and only the parties receive a copy of the arbitration decisions.

This confidentiality helps to establish a calm atmosphere between the claimant, defendant and arbitrators, and encourages amicable settlements. Public procedures are similarly not likely to encourage the parties to make compromises which could be interpreted as acquiescence.

7. It is not expensive

One of the CAS objectives is to make available to the members of the world sports family an instrument for settling disputes not only rapidly, but also at little cost.

In the framework of the ordinary arbitration procedure, the parties pay the fees and expenses of the arbitrators (calculated according to the CAS schedule), a share of the CAS costs and the costs of witnesses, experts and interpreters.

On the other hand, in the framework of the appeals procedure, the fees and expenses of the arbitrators and the CAS costs are paid by the CAS.

ARBITRATION BEFORE THE CAS

GENERAL ASPECTS

Disputes filed with the CAS (S12 of the Code of Sports-related Arbitration)

The CAS is competent to resolve all types of disputes of a private nature in relation to sport. Two categories can be distinguished among these disputes:

- disputes arising from *all types of legal relations between parties* and for which it has been decided to call upon CAS arbitration. For example: sponsorship contract, contract for the granting of television rights to a sports event, contract regarding the undertaking by an athlete, contract between an athlete and his or her manager, questions linked to third party liability, etc.

These disputes are submitted to the ordinary arbitration procedure.

- disputes arising from *last instance decisions taken by the tribunals of the organization concerned* or similar tribunals within sports federations, associations or other sports bodies, when the statutes and regulations of these bodies or a specific agreement provide for the jurisdiction of the CAS. For example: disciplinary decisions, in particular regarding doping, decisions regarding the qualification of athletes, decisions concerning the official recognition of events, etc.

These disputes are submitted to the appeals arbitration procedure.

Users of the CAS

The following may have recourse to the CAS: any individual or legal entity with the capacity and power to agree to arbitration, for example an athlete, a club, a sports association or federation, an organizing committee, a sponsor, a manufacturer of sports goods, a television organization, etc.

Conditions under which the CAS will intervene

In order for a dispute to be filed with the CAS, the parties must agree to do so. This agreement may take the following concrete form :

- a) For disputes arising from legal relations between parties and for which it has been decided to call upon CAS arbitration, the agreement may be the result of either a contractual clause which provides for CAS arbitration ("*arbitration clause*"), or an independent agreement with the same content, concluded after a dispute has arisen ("*arbitration agreement*").

In this way, the parties to a sponsorship contract may, for example, insert an arbitration clause containing the standard clause proposed in section 1.1. of annex I. If such a clause has not been provided for when the contract is concluded, the parties may still, if a dispute arises, decide on an agreement to submit to arbitration whose wording can be found under section 1.2. of annex I.

- b) For *disputes relating to decisions made by sports bodies*, the agreement will be the result of the federation or other sports body having inserted an *arbitration clause* in its *statutes* or *regulations* (see standard clause under section 2.1. of annex I) and the *adherence* of the athlete to this clause.

To the greatest possible extent, the adherence of the athletes must be provided *in writing*, either in general (for example when a licence is obtained or renewed: for the content of the acceptance, see under Section 2.2. of annex I), or for a particular occasion (for example when registering to enter a competition: for the content of the acceptance, see under Section 2.2 of annex I). It is recommended that the adherence make specific reference to arbitration by the CAS.

In the absence of an adherence clause in the statutes, the agreement on which the competence of the CAS is based may also be the result of a *specific agreement* concluded between the athlete and the sports body. Such an agreement will on most occasions be established for the needs of a given sports event. Generally speaking, it will be aimed to cover all disputes which may arise in connection with this event. It should be noted that in order for the federation, the organizers and the athletes be bound by the specific arbitration agreement, it is important that all sign the undertaking in this connection.

If in practice arbitration clauses in statutes or regulations or specific agreements usually provide that all differences of opinion between the organizers and the athletes be submitted to arbitration before the CAS, the

parties are nevertheless free to submit certain categories of dispute alone, for example disputes related to doping. Should this be the case, the CAS will be competent to deal only with disputes arising from these categories, the others remaining under the exclusive jurisdiction of state courts.

The arbitrators (S13-19)

Arbitration proceedings before the CAS leave the parties the free choice of their arbitrator(s) from a list of 150 persons designated for their recognized competence regarding sports law. These persons are designated by the ICAS and are included on the list of CAS arbitrators (list in Annex VII).

The arbitrators must be independent. They cannot be linked in any way to the parties nor have been previously involved in the dispute.

In addition, they must have a sufficient degree of availability in order to perform their task.

Seat of arbitration (R28)

The seat of the arbitration is Lausanne (Switzerland), where the CAS places its infrastructure at the disposal of the parties. However, under particular circumstances, the hearings may be held elsewhere.

Arbitration language (R29)

The arbitration is carried out in *French* or *English*. If the parties cannot decide between these two languages, the President of the Panel takes this decision.

The parties may also choose another language by common accord. Since the choice of this other language requires the agreement of the Panel, it is recommended to bear this in mind when choosing the arbitrators and to inform the CAS as soon as the proceedings are initiated.

The use of another language may give rise to additional translation costs which may be payable by the parties.

When a translated document is filed, this must be accompanied by authentication as to the exactness of the translation.

Procedural rules applicable to arbitration before the CAS

The rules applicable to arbitration before the CAS are contained in the *Procedural Rules* which form an integral part of the *Code of sports-related arbitration*. These regulations have been drawn up in such a way to be fully integrated within the framework established in chapter 12 of the *Swiss Federal Law on Private International Law*

("LDIP") which governs international arbitration whose seat is in Switzerland and whose text can be found in Annex III below.

Representation and assistance (R30)

The parties may be represented or assisted during hearings by a person of their choice, who may or may not be a lawyer.

Time limits (R32)

Except in specific circumstances, the time limits fixed by the Procedural Rules cannot be extended. The time limits fixed by the CAS Court Office, the President of the Panel and the President of the Division concerned may be extended, if supported by a substantiated application. All the above-mentioned time limits are calculated as follows:

- the first day of the time limit is calculated as the day after reception of t
- the deadline is set at midnight of the last day, which means that the c

Example:

An athlete receives on Monday 5th May a decision by his federation suspending him for doping. A 21-day time limit for appeal is applicable (article R49). The athlete must therefore send to or file with the CAS his statement of appeal by midnight on Monday 26th May at the latest.

ORDINARY ARBITRATION PROCEDURE

Aim (reminder)

In a typical case, the ordinary arbitration procedure is applied to resolve disputes arising from contracts which include an arbitration clause in favour of the CAS or for which the parties have agreed, after the dispute has arisen, to submit the case to CAS arbitration. Other types of dispute may, however, be accepted within the framework of the ordinary arbitration procedure. In particular, this concerns disputes concerning questions of third party liability.

Application for arbitration (R38)

All parties wishing to have recourse to CAS arbitration send a written application to, or file this with the Court Office of the Court of Arbitration for Sport, Avenue de l'Elysée 28, 1006 Lausanne - Switzerland (tel: (41.21) 617 57 24; fax: (41.21) 617 26 06).

The use of telecommunications such as fax or telex presupposes that the party or parties will supply the original in the event of any dispute.

The application must indicate the names and addresses of the parties and include the elements listed in Article R38 of the Arbitration Code.

The application does not constitute a detailed statement of case. It must briefly describe the facts and the legal issues. At this stage of the proceedings, it is not necessary to supply evidence or to name witnesses. It is, however, essential for the application to give a precise description of what the claimant wishes to obtain (his pleadings).

Moreover, the application must be accompanied by a copy of the arbitration clause or the arbitration agreement.

Court office fee (R64.1)

The application must be accompanied by the payment of a court office fee fixed by the schedule of arbitration fees as shown in Annex II. This fee is SFr. 500.- (Code, 22nd November 1994 edition). Until the court office fee is paid, the CAS will not acknowledge the application for arbitration.

Initiation of the arbitration and answer (R39)

Unless it appears from the outset that no arbitration agreement referring to the CAS exists, the Court Office forwards the arbitration application to the opposing party ("the

defendant"). This office provides the latter with a time limit to reply to the choice of arbitrators and to submit an answer to the arbitration application.

The answer includes a brief description of the case for the defence. If the defendant contests the competence of the CAS, he must express this at the outset within the framework of his reply. Finally, the answer may include counter claims, which must be briefly substantiated.

Formation of the Panel (R40)

The Panel is made up of one or three arbitrators. If the parties are not in agreement on their number, the CAS takes this decision, bearing in mind all the circumstances.

The parties are free to choose the way in which the approved arbitrators are designated. If no agreement can be reached, the arbitrators are designated as follows:

- If three arbitrators are provided for: the claimant designates his arbitrator in the application for arbitration and the defendant designates his arbitrator within the time limit laid down by the Court Office. These two arbitrators designate the President of the Panel.
- If one of the parties does not designate an arbitrator or if the arbitrators designated by the parties do not agree on a President of the Panel, the President of the Division will designate the arbitrators.
- If a single arbitrator is provided for: the parties may designate the former by common accord. If no agreement is reached, the arbitrator is designated by the President of the Division.

It should be noted that specific procedures are applied to the designation of arbitrators in the case of multi-party arbitration. Generally speaking, it should also be noted that the parties can reduce the arbitration costs they must bear to a considerable extent if they choose a Panel of just one rather than three arbitrators.

Procedure before the Panel (R44)

Once the answer has been submitted and the composition of the Panel has been agreed upon finally, the ordinary arbitration procedure consists, in principle, of two successive phases: a written phase and an oral phase. These may sometimes be preceded by an attempt at conciliation, which may be renewed at any point.

The *written phase* includes one or two exchanges of documents, (statement of case, counter-statement, reply, rejoinder) in which the parties have the opportunity to complete their application or answer respectively. These documents must be accompanied by all evidence upon which the parties intend to rely, as well as the list of witnesses and experts they wish to be heard.

When the circumstances of the case make all exchange of documents pointless, the Panel may decide to waive this.

The *oral phase* includes, in principle, a sole hearing during which the Panel hears the parties, the witnesses and the experts. It is concluded by oral pleadings from the counsels. The hearing takes place *in camera*, unless the parties agree otherwise.

Evidentiary proceedings ordered by the Panel (R44.3)

In the desire to complete the presentations by the parties, the Panel may at all times require additional evidence to be produced, order witnesses to be heard or appoint an expert.

It should be noted in this context that CAS arbitration does not provide for proceedings whereby evidence is produced upon the request of the parties, similar to the "*pre-trial discovery*" in Anglo-American law. The regulations do, however, permit one party to request the Panel to order his opponent to produce evidence in his possession or placed under his control.

Participation of third parties (R41.2-4)

If a defendant wishes to add a third party to the proceedings as a party to the arbitration (third party procedure), he must indicate this in his answer.

If a third party wishes to become a party to the arbitration (joinder of parties), he must submit a request to this effect to the CAS within the time limit fixed for the defendant's reply.

In both cases, the third party may participate in the arbitration only if he can prove sufficient interest and, at the same time, if he is bound by the arbitration agreement or if he and the other parties give their written consent to this.

Interim measures of protection (R37)

Once the application for arbitration has been submitted, each party is permitted to request the CAS to take interim measures of protection: the measures are ordered by the Panel if this has already been formed. If this is not yet the case, the measures are the responsibility of the President of the Division. Except in the case of utmost urgency, the President of the Division or of the Panel hears the opposing party before pronouncing his order.

Law applicable to the merits (R45)

The Panel decides the dispute according to the rules of law chosen by the parties at the outset of the procedure or in the contract which includes the arbitration clause. In the absence of such a choice, Swiss law is applied. The parties may authorize the Panel to decide *ex aequo et bono*.

Award (R46)

The award is made by a majority decision, or, in the absence of a majority decision, by the President of the Panel alone. This is the case particularly if each of the three arbitrators is of a different opinion. It is made in writing, stating the reasons.

The award is final and binding upon the parties as soon as this is communicated by the Court Office of the CAS. In principle, *it may not be challenged or appealed against*, with the exception of annulment appeals against arbitration awards on an extremely limited number of grounds, i.e. incompetence or irregular formation of the arbitration Panel, arbitration award going beyond the application of which the CAS is seized or the lack of a decision on one of the major points of the application, violation of the rights of the parties to be heard or lack of equal treatment, incompatibility of the award with public order. The time limit for challenging the award is thirty days from the date when the award is communicated, and the only court of appeal is the Swiss Federal Tribunal. It should be noted that regarding international arbitration, parties who have no domicile, habitual residence or a business establishment in Switzerland may agree in advance to exclude all forms of appeal against a future award.

If one of the parties refuses to execute the award of his own free will, the other party may obtain its execution by initiating exequatur proceedings before state courts of the place of execution. A very large number of countries are parties to the 1958 New York Convention on the recognition and compulsory enforcement of foreign arbitration awards (See Annex IV below). It is therefore this agreement which governs the enforcement of awards in most cases.

Confidentiality (R43)

Ordinary arbitration proceedings are highly confidential. The parties, the arbitrators and the CAS are bound to refrain from disclosing to third parties any facts or information relating to the dispute or the proceedings. Awards are not made public, unless the award itself so provides or if all the parties agree to this.

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APPEALS ARBITRATION PROCEDURE

Aim (Reminder)

The appeals arbitration procedure is applied to all disputes arising from *decisions taken by the internal tribunals*, or similar bodies of sports federations, associations or other sports bodies, when the statutes and regulations of these bodies or a specific arbitration clause provide for the competence of the CAS. It presupposes that the appellant has exhausted all internal judicial remedies.

Federations, associations or other sports bodies are recommended to indicate the judicial remedy of the CAS in their appealable decisions.

Statement of appeal (R48)

Appeal proceedings are initiated by the submission of a statement of appeal including the elements mentioned in Article R48 of the Code of sports-related arbitration and addressed to the Court Office of the Court of Arbitration for Sport, Av. de l'Elysée 28, 1006 Lausanne, Switzerland. (tel: (41.21) 617 57 24; fax: (41.21) 617 26 06).

Since its principal function is to respect the time limit for appeal, the declaration may be very brief. It is sufficient for it to contain the claims of the appellant and the designation of his arbitrator, unless the parties have agreed to call upon a sole arbitrator. The appellant will also ensure that a copy of the contested decision and the provisions of the statutes or regulations confirming recourse to the CAS are attached to his statement.

Court office fee (R65.2)

The statement of appeal must be accompanied by the payment of a court office fee fixed by the schedule of arbitration fees as shown in Annex II below. This fee is SFr. 500.- (Code, 22nd November 1994 edition). Until the court office fee is paid, the CAS will not acknowledge the statement of appeal.

Time limit for appeal (R49)

Unless the clause of the statutes or regulations of the sports body involved or the specific arbitration agreement states otherwise, the time limit for the submission of the statement of appeal to the CAS is twenty-one days from communication of the appealed decision. This time limit is considered to have been respected when the statement of appeal is either deposited with or sent to the Court Office of the CAS on the last day of the time limit. In this connection, all appellants are advised to preserve carefully all proof of the date on which the statement of appeal was sent (for example postmark or fax log).

Grounds of appeal (R51)

Within ten days after the time limit for appeal expires, the appellant submits a statement of case containing a description of the facts and the legal arguments giving rise to the appeal, accompanied by all exhibits and specifications of other evidence upon which he intends to rely. If this time limit is not respected, the appellant will be considered to have withdrawn his appeal. In principle, the appellant will not be permitted to complete his statement of case with additional documentation.

Initiation of the arbitration and constitution of the Panel (R52-54)

Unless it is apparent from the outset that there is manifestly no arbitration agreement referring to the CAS, the Court Office forwards the statement of appeal to the respondent, and the President of the Appeals Division proceeds to constitute the Panel.

The appeal is generally submitted to a Panel of three arbitrators. It may be entrusted to a single arbitrator only if the parties have given written consent to this before submission of the statement of appeal or if, in the opinion of the Appeals Division President, the case is urgent.

If there are three arbitrators: the appellant designates his arbitrator in his statement of appeal, and the respondent names his within ten days of receiving the statement of appeal. The Appeals Division President then appoints the President of the Panel.

If there is a single arbitrator: he is designated by the Appeals Division President upon receipt of the statement of appeal.

Answer by the respondent (R55)

The court office invites the respondent to submit an answer within twenty days following receipt of the grounds for appeal.

The answer includes a complete statement of the case for the defence by the respondent and must be accompanied by all the exhibits and specifications of other evidence upon which he intends to rely. If the respondent contests the competence of the CAS, he must

do so from the outset in the framework of his answer. In principle, the respondent will not be allowed to add additional documentation to his answer.

Suspension of the decision taken and other interim measures (R37, R48 and R52)

Unless such an effect arises from the regulations applicable to the decision taken, the appeal does not automatically give rise to suspension. The appellant may, however, in his statement of appeal, call upon the President of the Appeals Division for the effects of the contested decision to be suspended.

Moreover, once the statement for appeal is in the hands of the Court Office, each party may request the President of the Appeals Division or of the Panel - if this has already been formed - for other interim measures of protection. Such a request must be justified. Except in cases of utmost urgency, the President of the Appeals Division or of the Panel hears the opposing party before issuing an order. In accepting the regulations of the CAS, the appellant and the respondent waive their right to request such measures from state judicial authorities.

Examination of the appeal (R57)

Once the respondent's answer has been submitted and the file forwarded to the arbitrators, the President of the Panel fixes a hearing during which the parties, the witnesses and any experts needed will be heard.

The Panel is competent to demand that the federation, association or sports body which pronounced the decision send the entire file relating to the contested decision.

The Panel has full powers to review the facts and the law. It does not have to accept as read the facts established by the inferior tribunal.

Law applicable to the merits (R58)

The Panel decides according to the applicable regulations of the sports body involved. In case of need, the Panel will have recourse to the law of the country in which the sports body has its domicile to resolve legal questions which the applicable regulations of this body do not permit it to answer.

Award (R59)

The award is pronounced by a majority decision or, in the absence of a majority, by the President of the Panel alone. It is pronounced in writing, and includes the reasons for such decision. The Panel may however decide to communicate the provisions of the award to the parties before the reasons.

The award is final and binding upon the parties from the moment it is communicated by the Court Office of the CAS. In principle, *no appeal or recourse* is allowed, with the

exception of annulment appeals against arbitration awards on an extremely limited number of grounds, i.e. incompetence or irregular formation of the arbitration Panel, arbitration award going beyond the application of which the CAS is seized or the lack of a decision on one of the major points of the application, violation of the rights of the parties to be heard or lack of equal treatment, incompatibility of the award with public order. The time limit for challenging the award is thirty days from the date that the award is communicated, and the only court of appeal is the Swiss Federal Tribunal. It should be noted that regarding international arbitration, parties who have no domicile, habitual residence or a business establishment in Switzerland may agree in advance to exclude all forms of appeal against a future award.

If one of the parties refuses to execute the award of his own free will, the other party may obtain its execution by initiating exequatur proceedings before state courts of the place of execution. A very large number of countries are parties to the 1958 New York Convention on the recognition and compulsory enforcement of foreign arbitration awards (See Annex IV below). It is therefore this agreement which governs the enforcement of awards in most cases.

Confidentiality

The appeals arbitration procedure before the CAS does not provide for any particular rules on confidentiality. Unless the clause in the statutes which provides for CAS arbitration or a subsequent agreement by the parties provides otherwise, the latter are not subject to an obligation to refrain from divulging information pertaining to the dispute. This does not apply to the arbitrators who, by their status, may not reveal to third parties facts learned in their quality as arbitrators.

Unless the parties agree otherwise, the award or a summary thereof may be published by the CAS.

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ADVISORY OPINION (R60-62)

The IOC, the IFs, the NOCs, the associations recognized by the IOC and the OCOGs may request an advisory opinion from the CAS about any legal issue with respect to the practice of development of sport or any activity related to sport.

If the application is accepted, it is for the President of the CAS to formulate the questions to be submitted for examination by the Panel he has designated. Composed of one or three arbitrators, this Panel may at all times request additional information necessary for the opinion to be given.

The opinion may be published with the prior consent of the party which requested it. In no cases does it constitute an arbitral award and is not binding.

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COSTS OF THE PROCEDURE (R64-66)

Ordinary arbitration procedure

The cost of ordinary arbitration consists of the *arbitration costs as such* and *those incurred by the parties themselves*, in particular for their witnesses, experts or interpreters to be heard.

Apart from the fee of SFr. 500.- to be paid by the claimant upon filing the application for arbitration, the arbitration costs as such include the actual costs incurred by the Panel, the fees for the arbitrators calculated in accordance with the CAS scale of fees shown in Annex II and a contribution towards the costs and disbursements of the CAS. At the beginning of the proceedings, the Court Office fixes an estimate of these costs, and the advance is paid in equal shares by the claimant and the defendant. If the dependent fails to pay his share, the claimant is given the opportunity to pay the sum due from the opposing party. If the claimant fails to pay, the CAS does not proceed.

At the end of the proceedings, the final costs are determined and the arbitrators decide upon the proportions each party will bear. The party which cedes is in principle ordered to reimburse all or part of the costs incurred by the opposing party for his defence. When ordering the payment of costs, the Panel takes into account the outcome of the proceedings, together with the conduct and resources of the parties.

Appeals arbitration procedure

Except for a minimum fee of SFr. 500.- payable by the appellant when filing the statement of appeal, appeal proceedings are in principle *free of charge*. The parties nevertheless advance the costs linked to the hearing of their witnesses, experts or interpreters. The Panel will decide the proportions in which each party will bear these in its award, taking into account the outcome of the appeal proceedings as well as the conduct of the parties and their respective financial resources.

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APPENDIX I

STANDARD ARBITRATION CLAUSES

The CAS recommends the following standard clauses to those wishing to include a reference to arbitration by the CAS:

1. ORDINARY ARBITRATION PROCEDURE

1.1. Arbitration clause to be inserted in a contract

"Any dispute arising from or related to the present contract will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and resolved definitively in accordance with the Code of sports-related arbitration."

Optional explanatory phrases

"The Panel will consist of one [or three] arbitrator(s)."

"The language of the arbitration will be..."

1.2. Arbitration agreement concluded after the dispute has arisen

"1. [Brief description of the dispute]

2. The dispute will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and settled definitively in accordance with the Code of sports-related arbitration.

3. *Alternative 1*

The Panel set in operation by the Court of Arbitration for Sport will consist of a sole arbitrator designated by the President of the CAS Division concerned.

Alternative 2

The Panel set in operation by the Court of Arbitration for Sport will consist of three arbitrators. Each party designates the following arbitrator :

- Claimant: Mr/Mrs ... [insert the name of a person included on the list of CAS arbitrators (see Annex I)];
- Defendant: Mr/Mrs ... [insert the name of a person included on the list of CAS arbitrators (see Annex I)];

These two arbitrators will designate the President of the Panel within 30 days following the signature of this agreement. If no agreement is

reached within this time limit, the President of the Division concerned will designate the President of the Panel."

2. APPEALS ARBITRATION PROCEEDINGS

2.1. *Arbitration clause to be inserted within the statutes of a sports federation, association or other sports body*

"Any decision made by ... [insert the name of the disciplinary tribunal or similar court of the sports federation, association or sports body which constitutes the highest internal tribunal] may be submitted exclusively by way of appeal to the Court of Arbitration for Sport in Lausanne, Switzerland, which will resolve the dispute definitively in accordance with the Code of sports-related arbitration. The time limit for appeal is twenty-one days after the reception of the decision concerning the appeal."

2.2. *Acceptance of the arbitration clause by athletes*

It is important that athletes expressly accept in writing this clause of the statutes. They may do so either by means of a general written declaration applicable to all future disputes between them and the sports federation, association or other sports body (see section a below), or by a written declaration limited to a specific sports event (see section b below).

a) Standard general declaration

"I the undersigned ... accept the statutes of ...[name of the federation], in particular the provision which foresees the exclusive competence of the Court of Arbitration for Sport."

b) Declaration limited to an event

"Within the framework of my participation in ... [name of the event], I the undersigned ... accept that any decision made by the highest internal tribunal in relation to this event may be the object of appeal arbitration proceedings pursuant to the Code of sports-related arbitration of the Court of Arbitration for Sport in Lausanne, Switzerland. I accept the competence of the CAS, excluding all recourse to ordinary courts."

Note: The validity of the clause excluding recourse to ordinary courts is not recognized by all national legal systems.

Federations and organizers are recommended to check the validity of this clause within their own legal system.

APPENDIX II

SCHEDULE OF ARBITRATION COSTS

Registration cost

Each party involved in a dispute submitted to CAS arbitration must pay the Court Office a minimum sum of five hundred Swiss francs in order for his application for arbitration or appeal to be registered. The Panel will bear this in mind in the final breakdown of administrative costs.

Administrative costs

The CAS fixes the administrative costs for each case of arbitration subject to the *ordinary procedure* in accordance with the table below, or at its discretion when the amount disputed is not declared or there is no value in dispute. If the circumstances of a given case make this necessary, the CAS may fix administrative costs at an amount above or below that shown on the table below.

*For a disputed sum
(in Swiss francs)*

Administrative costs

up to 50'000	Fr. 100.- to Fr. 2'000.-
From 50'001 to 100'000	Fr. 2'000.- + 1.50% of amount in excess of 50'000.-
From 100'001 to 500'000	Fr. 2'750.- + 0.75% of amount in excess of 100'000.-
From 500'001 to 1'000'000	Fr. 5'750.- + 0.50% of amount in excess of 500'000.-
From 1'000'001 to 2'000'000	Fr. 8'250.- + 0.20% of amount in excess of 1'000'000.-
From 2'000'001 to 5'000'000	Fr. 10'250.- + 0.10% of amount in excess of 2'000'000.-
From 5'000'001 to 10'000'000	Fr. 13'250.- + 0.05% of amount in excess of 5'000'000.-
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Above 10'000'000	Fr. 16'000.-

Regarding *appeals arbitration*, the parties are not called upon to pay a share of the administrative costs, which are borne fully by the CAS.

Arbitrators' costs and fees

The amount of the fee to be paid to each arbitrator is fixed by the Secretary General of the CAS on the basis of time reasonably devoted to their task by the Panel. In principle, an hourly fee of SFr. 200.- is taken into account. Under the hypothesis of a Panel constituted of three arbitrators and subject to agreements stating otherwise or particular circumstances, the President of the Panel will receive 40% of the total fee, while the remaining 60% will be distributed equally between the two other arbitrators.

If circumstances make this necessary, the President of the Division may decide, upon the proposal of the Secretary General, to fix the amount of the total fee at a sum lower or

higher than that which would be calculated on the basis of the hourly rate mentioned above.

In addition to the payment of fees, each arbitrator is justified in requesting the reimbursement of his costs as follows:

- Air travel: up to 2'500 km per journey: price of an economy class ticket; as of 2'500 km: price of a "business class" ticket;
- Travel by train: price of a first class return ticket
- Travel by car: price of a first class return rail ticket;
- Hotel accommodation: price of a hotel room, medium to luxury category, up to a maximum of SFr. 250.- per night.
- Meals: paid for by the CAS or daily allowance of SFr. 150.- per day.

APPENDIX III

SWITZERLAND'S FEDERAL CODE ON PRIVATE INTERNATIONAL LAW

(December 18th, 1987)

Chapter 12 : International Arbitration

Art. 176

I.Scope of application; seat of the arbitral tribunal

1. The provisions of this chapter shall apply to arbitrations if the seat of the arbitral tribunal is in Switzerland and if at least one of the parties at the time the arbitration agreement was concluded was neither domiciled nor habitually resident in Switzerland.
2. The provisions of this chapter shall not apply if the parties have excluded its application in writing and agreed to the exclusive application of the cantonal rules of procedures concerning arbitration.
3. The arbitrators shall determine the seat of the arbitral tribunal if the parties or the arbitration institution designated by them fail to do so.

Art. 177

II.Arbitrability

1. All pecuniary claims may be submitted to arbitration.
2. If one party to an arbitration agreement is a State or an enterprise dominated by or an organization controlled by a State, it may not invoke its own law to contest the arbitrability of a dispute or its capacity to be subject to an arbitration.

Art. 178

1.Arbitration agreement

1. As to form, the arbitration agreement shall be valid if it is made in writing, by telegram, telex, telecopier, or any other means of communication that establishes the terms of the agreement by a text.
2. As to substance, the arbitration agreement shall be valid if it complies with the requirements of the law chosen by the parties or the law governing the object of the dispute and, in particular, the law applicable to the principal contract, or with Swiss law.
3. The validity of an arbitration agreement may not be contested on the grounds that the principal contract is invalid or that the arbitration agreement concerns a dispute which has not yet arisen.

Art. 179

IV. Arbitral tribunal - 1. Appointment

1. The arbitrators shall be appointed, removed, or replaced in accordance with the agreement of the parties.
2. In the absence of such agreement, the judge at the seat of the arbitral tribunal may be called upon; he shall apply the provisions of cantonal law concerning the appointment, removal, or replacement of arbitrators by analogy.
3. If a judge is called upon to appoint an arbitrator, he must comply with this request unless a summary examination demonstrates that no arbitration agreement exists between the parties.

Art. 180

2. Challenge of arbitrators

1. An arbitrator may be challenged:
 - a. if he does not possess the qualifications agreed upon by the parties;
 - b. if there exist grounds for challenge in the rules of arbitration adopted by the parties; or
 - c. if the circumstances permit legitimate doubt about his independence.
2. A party may challenge an arbitrator whom he nominated or in whose appointment he participated only on information discovered after the appointment. The arbitral tribunal and the other party must be informed immediately of the grounds for the challenge.
3. In the event of a dispute and if the parties have not agreed upon the procedures for challenge, the judge at the seat of the arbitral tribunal shall make the final decision.

Art. 181

V. Pendency

The arbitration proceeding shall be pending from the moment one of the parties files a claim before the sole arbitrator or the arbitrators designated in the arbitration agreement or, in the absence of such designation, if one of the parties institutes the procedure for the appointment of the arbitral tribunal.

Art. 182

VI. Procedure - 1. General rule

1. The parties may directly or by reference to rules of arbitration regulate the arbitral procedure; they may also subject the procedure to the procedural law of their choice.
2. If the parties have not regulated the procedure, it shall be fixed, as necessary, by the arbitral tribunal either directly or by reference to a law or rules of arbitration.
3. Irrespective of the procedure chosen, the arbitral tribunal shall accord equal treatment to the parties and their right to be heard in an adversarial proceeding.

Art. 183

2. Provisional and conservatory orders

1. Unless the parties have agreed otherwise, the arbitral tribunal may enter provisional or conservatory orders at the request of one party.
2. If the party concerned does not comply voluntarily, the arbitral tribunal may request the assistance of the judge with jurisdiction who shall apply his own law.
3. The arbitral tribunal or the judge may make the entry of provisional or conservatory orders subject to the receipt of appropriate security.

Art. 184

3. Taking of evidence

1. The arbitral tribunal itself shall take evidence.
2. If the assistance of the judicial authorities of the State is needed to take evidence, the arbitral tribunal or, with the consent of the arbitral tribunal, a party may request the assistance of the judge at the seat of the arbitral tribunal who shall apply his own law.

Art. 185

4. Further assistance by the judge

If further assistance of the judicial authorities is required, the judge at the seat of the arbitral tribunal shall have jurisdiction.

Art. 186

VII. Jurisdiction

1. The arbitral tribunal shall rule on its own jurisdiction.
2. The objection of lack of jurisdiction must be raised prior to any defence on the merits.
3. In general, the arbitral tribunal shall rule on its jurisdiction by means of an interlocutory decision.

Art. 187

VIII. Decision on the merits - 1. Applicable law

1. The arbitral tribunal shall rule according to the law chosen by the parties or, in the absence of such choice, according to the law with which the action is most closely connected.
2. The parties may authorize the arbitral tribunal to rule according to equity.

Art. 188

2. Partial award

Unless the parties have agreed otherwise, the arbitral tribunal may render partial awards.

Art. 189

3. Arbitral award

1. The arbitral award shall be rendered according to the procedure and in the form agreed upon by the parties.
2. In the absence of such agreement, the award shall be rendered by a majority or, in the absence of such majority, by the chairman alone. The award must be in writing, set forth the reasons on which it is based, and be dated and signed. The signature of the chairman is sufficient.

Art. 190

IX. Finality, appeal - 1. General rule

1. The award shall be final when communicated.
2. It can be attacked only:
 - a. if a sole arbitrator was designated irregularly or the arbitral tribunal was constituted irregularly;
 - b. if the arbitral tribunal erroneously held that it had or did not have jurisdiction;
 - c. if the arbitral tribunal ruled on matters beyond the claims submitted to it or if it failed to rule on one of the claims;
 - d. if the equality of the parties or their right to be heard in an adversarial proceeding was not respected;
 - e. if the award is incompatible with Swiss public policy.
3. An interlocutory award may only be appealed on the grounds stated in paragraph 2, letters a and b; the time limit for lodging an appeal shall commence when the interlocutory award is communicated.

Art. 191

2. Court of appeal

1. An appeal may be taken only to the Swiss Federal Supreme Court. The procedure shall be subject to the provisions of the Federal Statute on the Organization of the Judiciary regarding appeals in constitutional matters.
2. The parties may agree, however, that instead of the Swiss Federal Supreme Court, the court at the seat of the arbitral tribunal shall issue a final ruling. The cantons shall designate a sole court for this purpose.

Art. 192

X. Waiver of appeal

1. If neither party has a domicile, a place of habitual residence, or a place of business in Switzerland, they may, by an express declaration in the arbitration agreement or in a subsequent written agreement, exclude all appeals against the award of the arbitral tribunal. They may also exclude an appeal only on one or several of the grounds enumerated in Article 190, paragraph 2.
2. If the parties have excluded all appeals against the award and enforcement of the award is sought in Switzerland, the New York Convention of June 10, 1958 on the Recognition and Enforcement of Foreign Arbitral Awards shall apply by analogy.

Art. 193

XI. Deposit and certificate of enforceability

1. Each party may deposit at its own expense a copy of the award with the Swiss court at the seat of the arbitral tribunal.
2. The Swiss court shall certify at the request of a party that the award is enforceable.
3. At the request of a party, the arbitral tribunal shall certify that the award was rendered in conformity with the provisions of this Code; such a certificate is equivalent to a deposit with the Court.

Art. 194

XII. Foreign arbitral awards

The recognition and enforcement of foreign arbitral awards shall be governed by the New York Convention of June 10, 1958 on the Recognition and Enforcement of Foreign Arbitral Awards.

APPENDIX IV

CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS New-York, June 10, 1958

Article I

1. This Convention shall apply to the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought, and arising out of differences between persons, whether physical or legal. It shall also apply to arbitral awards not considered as domestic awards in the State where their recognition and enforcement are sought.
2. The term "arbitral awards" shall include not only awards made by arbitrators appointed for each case but also those made by permanent arbitral bodies to which the parties have submitted.
3. When signing, ratifying or acceding to this Convention, or notifying extension under article X hereof, any State may on the basis of reciprocity declare that it will apply the Convention to the recognition and enforcement of awards made only in the territory of another Contracting State. It may also declare that it will apply the Convention only to differences arising out of legal relationships, whether contractual or not, which are considered as commercial under the national law of the State making such declaration.

Article II

1. Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not, concerning a subject matter capable of settlement by arbitration.
2. The term "agreement in writing" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.
3. The court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it

finds that the said agreement is null and void, inoperative or incapable of being performed.

Article III

Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles, There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies that are imposed on the recognition or enforcement of domestic arbitral awards.

Article IV

1. To obtain the recognition and enforcement mentioned in the preceding article, the party applying for recognition and enforcement shall, at the time of the application, supply:
 - a. the duly authenticated original award or a duly certified copy thereof;
 - b. the original agreement referred to in article II or a duly certified copy thereof.
2. If the said award or agreement is not made in an official language of the country in which the award is relied upon, the party applying for recognition and enforcement of the award shall produce a translation of these documents into such language. The translation shall be certified by an official or sworn translator or by a diplomatic or consular agent.

Article V

1. Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, only if that party furnishes to the competent authority where the recognition and enforcement is sought, proof that:
 - a. the parties to the agreement referred to in article II were, under the law applicable to them, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or
 - b. the party against whom the award is invoked was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present his case; or
 - c. the award deals with a difference not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of

the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced;
or

d.the composition of the arbitral authority or the arbitral procedure was not in accordance with the agreement of the parties, or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or

e.the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the country in which, or under the law of which, that award was made.

2. Recognition and enforcement of an arbitral award may also be refused if the competent authority in the country where recognition and enforcement is sought finds that:

a.the subject matter of the difference is not capable of settlement by arbitration under the law of that country; or

b.the recognition or enforcement of the award would be contrary to the public policy of that country.

Article VI

If an application for the setting aside or suspension of the award has been made to a competent authority referred to in article V (1) e, the authority before which the award is sought to be relied upon may, if it considers it proper, adjourn the decision on the enforcement of the award and may also, on the application of the party claiming enforcement of the award, order the other party to give suitable security.

Article VII

1. The provisions of the present Convention shall not affect the validity of multilateral or bilateral agreements concerning the recognition and enforcement of arbitral awards entered into by the Contracting States nor deprive any interested party of any right he may have to avail himself of an arbitral award in the manner and to the extent allowed by the law or the treaties of the country where such award is sought to be relied upon.

2. The Geneva Protocol on Arbitration Clauses of 1923 and the Geneva Convention on the Execution of Foreign Arbitral Awards of 1927 shall cease to have effect between Contracting States on their becoming bound and to the extent that they become bound, by this Convention.

Article VIII

1. This Convention shall be open until 31 December 1958 for signature on behalf of any Member of the United Nations and also on behalf of any other State which is or hereafter becomes a member of any specialized agency of the United Nations, or which is or hereafter becomes a party to the Statute of the International Court of Justice, or any other State to which an invitation has been addressed by the General Assembly of the United Nations.
2. This Convention shall be ratified and the instrument of ratification shall be deposited with the Secretary-General of the United Nations.

Article IX

1. This Convention shall be open for accession to all States referred to in article VIII.
2. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

Article X

1. Any State may, at the time of signature, ratification or accession, declare that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. Such a declaration shall take effect when the Convention enters into force for the State concerned.
2. At any time thereafter any such extension shall be made by notification addressed to the Secretary-General of the United Nations and shall take effect as from the ninetieth day after the day of receipt by the Secretary-General of the United Nations of this notification, or as from the date of entry into force of the Convention for the State concerned, whichever is the later.
3. With respect to those territories to which this Convention is not extended at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the Governments of such territories.

Article XI

In the case of a federal or non-unitary State, the following provisions shall apply:

- a. with respect to those articles of this Convention that come within the legislative jurisdiction of the federal authority, the obligations of the federal Government shall to this extent be the same as those of Contracting States which are not federal States;

- b. with respect to those articles of this Convention that come within the legislative jurisdiction of constituent states or provinces which are not, under the constitutional system of the federation, bound to take legislative action, the federal Government shall bring such articles with a favorable recommendation to the notice of the appropriate authorities of constituent states or provinces at the earliest possible moment;
- c. a federal State Party to this Convention shall, at the request of any other Contracting State transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the federation and its constituent units in regard to any particular provision of this Convention, showing the extent to which effect has been given to that provision by legislative or other action.

Article XII

1. This Convention shall come into force on the ninetieth day following the date of deposit of the third instrument of ratification or accession.
2. For each State ratifying or acceding to this Convention after the deposit of the third instrument of ratification or accession, this Convention shall enter into force on the ninetieth day after deposit of such State of its instrument of ratification or accession.

Article XIII

1. Any Contracting State may denounce this Convention by a written notification to the Secretary-General of the United Nations. Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.
2. Any State which has made a declaration or notification under article X may, at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Convention shall cease to extend to the territory concerned one year after the date of the receipt of the notification by the Secretary-General.
3. This Convention shall continue to be applicable to arbitral awards in respect of which recognition or enforcement proceedings have been instituted before the denunciation takes effect.

Article XIV

A Contracting State shall not be entitled to avail itself of the present Convention against other Contracting States except to the extent that it is itself bound to apply the Convention.

Article XV

The Secretary-General of the United Nations shall notify the States contemplated in article VIII of the following:

- a. signatures and ratifications in accordance with article VIII;
- b. accessions in accordance with article IX;
- c. declarations and notifications under articles I, X and XI;
- d. the date upon which this Convention enters into force in accordance with article XII;
- e. denunciations and notifications in accordance with article XIII:

Article XVI

1. This Convention, of which the Chinese, English, French, Russian and Spanish texts shall be equally authentic, shall be deposited in the archives of the United Nations.
2. The Secretary-General of the United Nations shall transmit a certified copy of this Convention to the States contemplated in article VIII.