

# **Procedural Rules**

**Saudi Sport Arbitration Center  
2016**

## **Article 1: Definitions**

For the implementation of the provisions of these Procedural Rules, the following definitions refer to the interpretations, concepts and meanings as explained in front of them, unless the text otherwise expressly provides for or the context otherwise requires. Reference to the singular shall include the plural and vice versa:

- 1.1 **"Statute"**: The Statute of the Saudi Sport Arbitration Center (SSAC).
- 1.2 **"Procedural Rules" or "Rules"**: The SSAC Procedural Rules of the Saudi Sport Arbitration Center (SSAC).
- 1.3 **"SSAC"**: The Saudi Sport Arbitration Center (SSAC).
- 1.4 **"Arbitration Panel" or "Panel"**: A panel composed of a single arbitrator or a team of arbitrators assigned to consider and resolve disputes.
- 1.5 **"Secretary General"**: The Head of Executive Staff.
- 1.6 **"Dispute"**: An arbitration case to be considered by the SSAC.
- 1.7 **"Arbitration Award" or "Award"**: Any final and binding arbitral awards issued by the SSAC through Arbitration Divisions.
- 1.8 **"List of Arbitrators"**: A list issued by the SSAC and contains the names and information of the SSAC-approved arbitrators.
- 1.9 **"Parties"**: The parties of a dispute, i.e. Claimant and Respondent, in any arbitration case.
- 1.10 **"Ordinary Arbitration Division"**: The SSAC competent body for resolving any contractual disputes which may arise out of an arbitration clause stipulating that such dispute shall be referred to the SSAC.
- 1.11 **"Appeals Arbitration Division"**: The SSAC competent body for deciding on all appeals against final decisions issued by sports-related bodies after exhausting all internal legal procedures, except for football-related decisions.
- 1.12 **"Football Dispute Arbitration Division"**: The SSAC competent body for deciding on all appeals against final decisions issued by the Saudi Arabian Football Federation (SAFF) and its committees after exhausting all SAFF internal legal procedures, in accordance with the SAFF Rules and Regulations.
- 1.13 **"Mediation Division"**: The SSAC competent body for mediation and settlement of disputes within the jurisdiction of the SSAC.

## **Article 2: General Provisions:**

- 2-1 Subject to the provisions of the Statute, these Procedural Rules shall apply to the arbitration and mediation proceedings considered by the SSAC and, in particular, the competent Arbitration Panel.
- 2-2 The SSAC shall have all the powers necessary to resolve disputes, including the extension of the term of the Panel and decide upon

appeals that may confront arbitrators and not provided for in the Procedural Rules.

- 2-3 If any party continues the arbitration proceedings while realizing the occurrence of a circumstance to which such party has the right to object, without giving any objection within a period not exceeding ten (10) days, then that shall be considered as a waiver of the right to object to this circumstance.
- 2-4 Claimants should submit the evidence and documents supporting their claims.

### **Article 3: Referral to Arbitration Divisions**

The Secretary General shall refer any dispute to the competent Arbitration Division in accordance with the provisions of the Statute and these Procedural Rules.

### **Article 4: Challenging SSAC Jurisdiction**

- 4.1 The SSAC shall rule on its own jurisdiction and decide upon the disputes that have been submitted to it, irrespective of any legal action already being taken before a state court or another arbitral tribunal, unless substantive grounds necessitate a suspension of the proceedings, subject to the own discretion of the Arbitration Panel.
- 4.2 In the event of challenging the jurisdiction of the SSAC or Arbitration Panel, then such challenge must be raised at the commencement of the case and before entering into the proceedings, otherwise the right to raise such a challenge shall be deemed forfeited. The Arbitration Panel shall have the right to consider the challenge of jurisdiction at any step of the dispute process, accept or reject it.
- 4.3 The party, who raises a challenge to the jurisdiction, shall file a written submission on the matter within a period, determined by the Arbitration Panel and not exceeding ten (10) days. This matter may be decided upon by either a preliminary arbitral decision or a final arbitral award.

### **Article 5: Mediation**

When a mediation agreement is reached for any dispute, such dispute may not continue to be considered, unless this mediation agreement is expressly refused by one of the parties or when all mediation attempts have failed.

### **Article 6: Law Applicable to the Merits**

In ordinary, appeals or football arbitration, the Arbitration Panel shall follow all regulations and rules of the sports body, whose decision is appealed against as a means of fulfilling the principles of justice, equity and the Olympic Charter. In the event of no provision stated in those regulations, then the reference may be made to the statutes or regulations of the respective International Federations (IFs) according to each individual case, however,

the parties may, in the ordinary arbitration, choose the law applicable to the dispute.

### **Article 7: Language**

- 7.1 The SSAC working language is Arabic. English or any other language may be used with a certified Arabic translation upon the approval by the Arbitration Panel.
- 7.2 The Arbitration Panel, when formed, shall determine the language which will apply to the arbitration proceedings.

### **Article 8: Legal Representation of parties**

The parties shall have the right to choose their legal representatives before the Arbitration Panel, provided that the representative is an authorized lawyer.

### **Article 9: Obligation to Cooperate**

All parties shall comply with the decisions and requests made by the SSAC, without any delay. The Arbitration Panel shall have the right to estimate the consequences of non-compliance.

### **Article 10: Arbitration Expenses and Fees**

- 10.1 The Party requesting arbitration (Claimant) shall pay the arbitration fees upon submitting a matter to the SSAC. In case the Claimant requests fast track arbitration, the Claimant shall pay the fees as prescribed. All the fees are non-refundable.
- 10.2 The Claimant shall pay the administrative expenses, while the losing party bears all such expenses unless an Arbitral award states that the parties shall cover the expenses equally.
- 10.3 The SSAC shall cover all the costs necessary to ensure conduct of the proceedings within the limits of paid administrative expenses, excluding the costs of expertise, translation, papers and documents submitted by the parties to the Arbitration Panel.
- 10.4 The SSAC may collect, from the Claimant, an advance payment of administrative expenses to be settled on the completion of the remaining amount of expenses. In all cases, expenses shall be paid in full prior to the commencement of the arbitration proceedings.
- 10.5 According to the nature, value and importance of the dispute or in case of request submitted independently of the original one, the SSAC may charge additional administrative expenses and arbitrators' fees after consultation with the competent Arbitration Panel.
- 10.6 The dispute shall be referred to the Arbitration Panel only after the payment of the administrative expenses has been made. If any Party

fails to pay the due expenses, the proceedings shall be suspended and the SSAC shall accordingly notify the parties.

10.7 The final arbitral award shall be delivered to the parties only after all the arbitrators' costs and fees have been paid in full.

### **Article 11: Notifications and Communications**

11.1 All SSAC's notifications, reports and communications shall be made through and by the SSAC General Secretariat.

11.2 All correspondence shall be made in PDF format and sent to the SSAC-approved e-mail address which shall be the only legal way for the SSAC to send/receive correspondence.

11.3 Notifications and communications by mail or by facsimile only shall be acceptable when there is no other way to make the delivery via the electronic mail.

11.4 The SSAC General Secretariat shall create and operate an electronic filing system by means of an online filing platform.

11.5 Notifications, correspondence and communications served to the parties of arbitration or their representatives shall be made through the e-mail address previously specified by them or any other address determined in writing at a later stage or through an online filing platform.

11.6 Notifications and correspondence served to the parties to the arbitration shall be considered legally received if they are sent to the addressees on their SSAC-approved e-mails.

### **Article 12: Time Limits**

12.1 Parties shall submit their letters and documents within the time limits set by the SSAC General Secretariat or the Arbitration Panel.

12.2 Time limits set by the SSAC General Secretariat or the Arbitration Panel shall not exceed twenty (20) days.

12.3 The SSAC General Secretariat or the Arbitration Panel shall have the full power to determine the consequences of the non-compliance with the time limits.

12.4 Time limits shall commence on the day following the date of receipt of the e-mails sent by the SSAC. The official non-working days and holidays are included in the calculation of time limits.

12.5 Time limit shall expire by the end of the official working hours of the SSAC. If the last day is an official holiday or a non-working day, the time limit shall be extended to the end of the first subsequent working day of the SSAC.

12.6 The SSAC General Secretariat or the Arbitration Panel shall have the right to exceptionally extend the time limits set in these regulations, upon a justified request sent before the expiration of the time limit for one time and a period which shall not exceed ten (10) days unless there is a formal objection to the extension.

### **Article 13: Hearings**

- 13.1 Immediately upon completion of the exchange of submissions or correspondence between the parties, the President of the Panel may, at his own discretion, issue a decision to summon the parties for appearing before the Arbitration Panel at a hearing or an investigation.
- 13.2 Each and all parties shall respond to the SSAC writ of summons.
- 13.3 The President of the Panel or his authorized representative member shall conduct the hearing or investigation and prepare the minutes which shall be signed by the attending parties. Such minutes shall be added to the file of the case.
- 13.4 Parties shall have the right to select their legal representatives at the hearing or investigation, provided that such representative is an authorized lawyer. The Arbitration Panel may, at its own discretion, oblige any Party to appear personally.
- 13.5 Simultaneous interpretation may be allowed in cases of using a foreign language, at the discretion of the Arbitration Panel.
- 13.6 Hearings shall be confidential and closed, unless otherwise agreed by the parties to arbitration and subject to the approval of Arbitration Panel.
- 13.7 All hearings shall be recorded using information technology means.

#### **Article 14: Failure to observe Proceedings**

- 14.1 If the time limit expires and the Claimant/Appellant fails to submit a statement of claim or appeal without an acceptable reason, the Arbitration Panel shall have the right to issue an order to end the arbitration proceedings. In case the Respondent/Appellee fails to submit its statement of defense or respond without an acceptable reason, the Arbitration Panel shall have the right to proceed to the arbitration proceedings and issue its arbitral award.
- 14.2 If any Party is duly summoned and fails to appear without an acceptable reason, the Arbitration Panel may carry on the arbitration proceedings and issue its appropriate arbitral award, including its decision to dismiss or close the case or resolve the matter.

#### **Article 15: Suspension of the Arbitration Proceedings**

The Arbitration Panel may suspend the arbitration proceedings for a specific period of time upon a request that includes clear reasons and justifications for such suspension and period.

#### **Article 16: Conciliation**

The Arbitration Panel may offer the parties an opportunity of conciliation. Any settlement between the parties may be referred to in an arbitral award rendered upon their request.

#### **Article 17: Closing of the Pleadings**

- 17.1 The Arbitration Panel shall issue a decision to close the pleadings and set a date for adjudication, when it deems that the parties have been given an adequate opportunity to testify and submit all their evidence and arguments.
- 17.2 After closing of pleadings, no party may produce any evidence or argument, unless it/he proves to the Arbitration Panel that it was discovered after the hearing is closed.
- 17.3 The Arbitration Panel may, in all cases, even after the closing of pleadings, ask the parties to submit any further documents.
- 17.4 The Arbitration Panel shall make its award in a closed session by consensus or by majority of arbitrators vote.
- 17.5 The Panel Award must be made in writing and include, in particular, a reference number, date and place of issuance, parties, summary of facts, submitted documents, reasons for, and text of, the Award, and the signatures of the President and members of the Arbitration Panel.
- 17.6 The Arbitration Award shall be justified, except for the following cases:
  - 17.6.1 If the parties agree in writing that the Award shall be rendered for no reasons.
  - 17.6.2 In the cases of fast track arbitration, in which the Arbitration Panel indicates briefly the reasons and grounds of the Arbitration Award.
- 17.7 The Arbitration Award shall be issued no later than thirty (30) days of the completion of the case file with the Arbitration Panel. Such period may be extended for another period not exceeding one (1) month upon a justifiable request made by the Arbitration Panel, and subject to the approval of the President of the competent Arbitration Division.
- 17.8 In cases of fast track arbitration, the Arbitration Award shall be issued no later than ten (10) days of the completion of the arbitration file with the Arbitration Panel.
- 17.9 The Arbitration Panel may decide to communicate the operative part of the award to the parties, prior to delivery of the reasons.
- 17.10 The Arbitration Awards shall not be made public. The Award shall not be fully published without the consent of the parties and the Arbitration Panel.

#### **Article 18: Accreditation of Arbitrators and Experts**

Any person can only be an arbitrator or expert for any dispute presented to the SSAC after completing his accreditation and fulfilling the requirements set forth in these Procedural Rules.

#### **Article 19: Qualifications Requirements for Arbitrators**

- 19.1 For registration in the SSAC list of arbitrators, the applicant must:
  - 19.1.1 Have an appropriate university degree;
  - 19.1.2 Have a legal or sporting experience of not less than five years;
  - 19.1.3 Not be previously convicted with a crime against honor and public trust.

- 19.1.4 Pass the tests and courses developed by the SSAC for this purpose (at least two courses a year);
  - 19.1.5 Pass the personal interview required by the SSAC for this purpose; and
  - 19.1.6 Pay the fees as determined by the SSAC.
- 19.2 An arbitrator shall lose his SSAC accreditation if he fails to fulfill one of the provided requirements or violates the Statute or the approved Rules and Regulations.
- 19.3 The SSAC Board may approve the request of a non-Saudi arbitrator for registration, provided that he is accredited by the Court of Arbitration for Sport (CAS).

#### **Article 20: Procedures of Registration in the SSAC Arbitrator Lists**

- 20.1 The details required in the registration forms must be completed in full. The registration form fees are payable on application. They are non-refundable in case the application is rejected.
- 20.2 All documents required by Registration Forms shall be submitted therewith.
- 20.3 The registration form shall be presented to the SSAC against a receipt.
- 20.4 The SSAC shall notify the applicant of its decision, either of rejection or acceptance.
- 20.5 Upon announcing the SSAC decision to accept the applicant request, he shall pay the subscription fees and his name is listed as an accredited arbitrator. A subscription renewal fee is payable every year.

#### **Article 21: Qualifications Requirements for Experts**

To join the SSAC list of experts, an applicant must:

- 21.1 Have an appropriate university degree in the specialization for which the experience is required and have worked in the field of such specialization for five years at least;
- 21.2 Not be previously convicted for a crime against honor and public trust, and not have been removed from the lists of any other body for reasons related to performance;
- 21.3 Pass the personal interview required by the SSAC for this purpose;
- 21.4 Pay the fees as determined by the SSAC.
- 21.5 The expert shall be removed from the SSAC if he fails to meet one of the required prerequisites or violates the Statute, approved Rules or Regulations.

#### **Article 22: procedures of registration in the expert lists**

- 22.1 The details required in the registration forms must be completed in full. The registration form fees are payable on application. They are non-refundable in case the application is rejected.
- 22.2 All documents required by Registration Forms shall be submitted therewith.

- 22.3 The registration form shall be presented to the SSAC against a receipt.
- 22.4 The SSAC shall notify the applicant of its decision, either of rejection or acceptance.
- 22.5 Upon announcing the SSAC decision to accept the applicant request, he shall pay the subscription fees and his name is listed as an accredited expert. A subscription renewal fee is payable every year.

### **Article 23: Obligations of Arbitrators and Experts**

- 23.1 Arbitrators and experts shall comply with the SSAC Statute, approved Rules and Regulations.
- 23.2 Arbitrators and experts shall comply with the following principles:
  - 23.2.1 Complete independence and impartiality;
  - 23.2.2 Fairness of procedures during the consideration of the dispute;
  - 23.2.3 Equality in serving all parties.

### **Article 24: Fees of Arbitrators and Experts**

- 24.1 The value of the arbitrator's fees shall be based on hourly rates.
- 24.2 The value of the expert's fees shall be based on hourly rates.
- 24.3 If the referred dispute has a determined charge, then the SSAC shall determine the fees of arbitrators and experts in conformity with those of the dispute.

### **Article 25: Appointment of Arbitrators**

- 25.1 The Arbitration Panels can be composed, in general, of three arbitrators or a single arbitrator if agreed by the parties to the arbitration.
- 25.2 If the parties agree that the dispute shall be referred to a single arbitrator, the parties shall appoint such arbitrator within seven (7) days from the date of arbitration request or receipt of the statement of appeal, from the SSAC-approved arbitrator list.
- 25.3 If the parties to arbitration fail to appoint a single arbitrator, then the President of the competent Arbitration Division shall appoint one from the available list of arbitrators, made in alphabetical order.
- 25.4 If the dispute is referred to an Arbitration Panel of three arbitrators, each Party shall appoint one arbitrator from the SSAC-approved lists.
- 25.5 The appointed arbitrators shall select a third arbitrator from the list of arbitrators approved by the SSAC within seven (7) days of the notification.
- 25.6 If the arbitrators appointed by the parties fail to agree on the third arbitrator, the President of the competent Arbitration Division may appoint one from the SSAC-approved lists, made in alphabetical order.

### **Article 26: Appointment of Arbitrators in Multiparty Arbitration**

- 25.7 If there are several parties to the dispute, they all have to nominate an arbitrator jointly, and if they could not, the President of the competent

Arbitration Division may appoint one from the SSAC-approved lists, made in alphabetical order.

**Article 27: Challenging an Arbitrator**

- 27.1 The arbitrator shall not participate in the Arbitration Panel in the following cases:
- 27.1.1 If the arbitrator has a direct or indirect interest in the dispute;
  - 27.1.2 If the arbitrator is a second degree relative of any Party to the dispute; or
  - 27.1.3 If the arbitrator has already dealt with the disputed subject in any way.
- 27.2 Members of Arbitration Panel shall notify the President of the Arbitration Division of any circumstances that could affect their impartiality, and the President of the Arbitration Division shall have the right to issue a decision for temporarily setting aside any member if the President finds that the participation of this member will affect the impartiality, taking into account the equal proportions among the remaining members.
- 27.3 Any parties to the dispute or their legal representatives shall have the right to challenge the impartiality of any member on the Arbitration Panel by presenting a written statement accompanied by supporting documents, if any, provided that the written statement is submitted within ten (10) days after notification of the challenge grounds, otherwise such right will be forfeited.
- 27.4 The challenge shall be considered by the SSAC Board, before giving each Party an opportunity to present its opinion. The SSAC Board shall issue a justified decision of accepting or rejecting the challenge.
- 27.5 The challenge shall be submitted in form of petition setting out the facts that led to the submission of the challenge. Such petition shall be sent to the Arbitration Panel before sending it to the SSAC Board through the Secretary General.
- 27.6 If any arbitrator fails to fulfill his duties despite being warned by the Arbitration Panel or the President of the competent Arbitration Division, then the SSAC Board shall have the right to cancel his appointment after hearing his opinion.
- 27.7 In all cases of arbitrator replacement, the substitute arbitrator shall be appointed or replaced in accordance with the procedures set forth in Article 25 *et seq* within the time limit specified by the Board.
- 27.8 If the arbitrator is replaced, as a general rule, then proceedings shall be resumed at the step they had reached when the replaced arbitrator is stopped, unless the Arbitration Panel decides otherwise.
- 27.9 Any Party, that needs to take provisional fast track proceedings before the composition of the Arbitration Panel, may submit a request to the Secretary General to take fast track proceedings, provided that reasons for the fast track proceedings and a proof of payment of fees are attached with the Party's request.

- 27.10 The Secretary General shall send the request to the President of the competent Arbitration Division, who shall choose an arbitrator from the SSAC-approved lists, made in alphabetical order.
- 27.11 If the request for provisional fast track proceedings is submitted before the request for arbitration, then all provisional fast track proceedings shall be terminated if the request for arbitration is not submitted within ten (10) days from such request.
- 27.12 The arbitrator shall take the parties' testimonies before starting fast track proceedings if possible. Taking fast track proceedings may be conditional on the payment of a financial guarantee.

### **Article 28: Provisional Measures**

- 28.1 The Arbitration Panel may order provisional measures to be taken, upon a request of one of the parties, if deemed necessary and appropriate. It may also amend or terminate the taken provisional measures, upon a request or on its own accord.
- 28.2 Having considered the request for taking provisional measures, the Arbitration Panel shall verify the fulfillment of the following conditions:
  - 28.2.1 The request shall relate to the referred dispute.
  - 28.2.2 Observance of time frame and avoidance of failure to take provisional measure and possible subsequent damage.
  - 28.2.3 Impossibility of damage repair at the time of delivering the award.
- 28.3 The issuance of the Panel decision shall not have any effect on taking provisional measures concerning the subject of the dispute.
- 28.4 The request for taking any provisional measures may not be considered before deciding on whether the Arbitration Panel has the jurisdiction or not.
- 28.5 The Panel shall estimate the costs of measures in its provisional or final decision.

### **Article 29: Evidence**

- 29.1 The claiming party shall carry the burden of proof.
- 29.2 The Arbitration Panel shall evaluate the evidence and render its decision after reaching a legal conviction for reasons.
- 29.3 The Arbitration Panel may reject, on its own accord or upon a request of one of the parties, evidence which is found irrelevant or would cause unjustified delay to the process of the dispute.
- 29.4 A Party may request the Arbitration Panel to oblige the other Party to provide documents in its possession or under its custody or control. The applicant shall state the importance of such documents and their relation to the subject of the dispute.

### **Article 30: Witnesses and Experts**

- 30.1 Any Party requesting statements of witnesses or an expert's opinion shall submit a memorandum to the Arbitration Panel, containing the following:
- 30.1.1 Details of the intended witnesses, including names, nationalities, genders, languages... etc.
  - 30.1.2 A brief summary of the importance of their testimonies and their relation to the subject of the dispute.
  - 30.1.3 A brief summary of the witnesses' written statements.
  - 30.1.4 Details of the intended expert(s), including their names, nationalities, genders, languages, area of expertise...etc.
  - 30.1.5 Area of benefit that can be contributed to by the expert and relation to the subject of the dispute.
- 30.2 The Party, submitting a request for statements of witnesses, shall bear the costs of summoning them.
- 30.3 Selecting and identifying the duties of the expert shall fall within the jurisdiction of the Arbitration Panel which may consult the parties on the selection.
- 30.4 The expert shall have no relation with the parties. Before appointing the expert, the Arbitration Panel shall ask him to disclose any circumstances that might raise doubts about his impartiality or independence.
- 30.5 Before taking the statements of witnesses and experts, the Panel shall caution the witnesses and experts that the perjury is a criminal offence.

### **Article 31: Joinder**

If a Party submits a request for arbitration on a case with incidents similar to an arbitration being considered by the SSAC, then the President of the competent Arbitration Division may decide to annex the request to the arbitration file being considered, after consultation with the Arbitration Panel and parties to arbitration.

### **Article 32: Intervention**

- 32.1 If one of the parties to the dispute wishes to have the intervention of a third party, the following arrangements shall be observed:
- 32.1.1 An intervention request shall be submitted with a memo to the Secretary General.
  - 32.1.2 The party desiring the intervention of a third party shall submit an additional copy of his memo to be passed on to the person intended to intervene.
  - 32.1.3 The Secretary General shall give a time limit to the person required to intervene, in order to respond to the intervention request.
  - 32.1.4 A time limit shall also be given to the other parties to arbitration, in order to express their opinion on the intervention request.
  - 32.1.5 The Arbitration Panel shall decide on the intervention request upon expiration of the time limit given to the parties, provided

that the approval of the party required to intervene has been signaled or there is a prior arbitration agreement.

32.2 If a third party desires to intervene in the dispute, the following provisions shall be observed:

32.2.1 The party, desiring to intervene, shall present a justifiable request to the Secretary General within ten (10) days after the date of arbitration request notification.

32.2.2 The Secretary General shall send a copy of the intervention request to the parties and give them a fixed time limit to submit a statement of their response to the intervention request.

32.2.3 The Arbitration Panel shall decide on the intervention request upon the expiration of the time limit given to the parties.

32.2.4 In all cases, the intervention request may not be accepted after the closing of pleadings.

### **Article 33: Interpretation of the Arbitration Award**

A party to the dispute may request an interpretation of the Arbitration Award by sending a letter to the Secretary General within a maximum of thirty (30) days following the date of receiving the award. The request letter shall be passed on to the Arbitration Panel which will be given a maximum period of ten (10) days to issue the interpretation.

### **Article 34: Correction of Awards**

A party to the dispute may request the correction of a material error in the Arbitration Award by sending a letter to the Secretary General within a maximum of thirty (30) days following the date of receiving the award. The request letter shall be passed on to the Arbitration Panel which will be given a maximum period of ten (10) days to make the correction.

### **Article 35: Provisions for the Ordinary Arbitration Proceedings**

35.1 The parties shall provide the SSAC with the statement of claim and related documents in the language approved by the Arbitration Panel, along with a certified translation into Arabic, in case they are not in Arabic, containing the following details:

35.1.1 Name, capacity and address of the Claimant or his legal representative.

35.1.2 Name, capacity and address of the Respondent.

35.1.3 An accurate description of the facts of the dispute.

35.1.4 Requests and their legal grounds.

35.1.5 Original documents and any other evidence. In case of testimony by a witness, the facts which the witness will testify on should be summarized.

35.1.6 Names and addresses of natural or legal persons motioned in the dispute.

- 35.1.7 Financial value of the subject of dispute.
- 35.1.8 A proof of payment of the claim fees to the SSAC account.
- 35.1.9 Nomination of the arbitrator chosen by the Claimant from the SSAC-approved list of arbitrators, unless otherwise requested to appoint a single arbitrator.
- 35.2 The statement of claim and its attachments shall be sent to the SSAC via official e-mail and shall be filed in a special registry prepared for such purpose.
- 35.3 The SSAC General Secretariat may return any statement of claim that is incomplete or submitted or signed by a representative who is not duly delegated or legally authorized. The Claimant shall be given a time limit to complete what is required, and in case of non-compliance with same, the claim will not formally be registered.

### **Article 36: Provisions for Appeal Proceedings**

- 36.1 Requirements for appealing against decision:
  - 36.1.1 Request for appeal against any decision shall not be accepted if the period following appeal notification exceeds twenty-one (21) days.
  - 36.1.2 Request for appeal against any decision shall be accepted only after completing all of its internal legal procedures.
  - 36.1.3 The Secretary General shall inform the request for appeal to both Appellant and Appellee.
- 36.2 Statement of appeal:
  - 36.2.1 The Appellant shall provide the Secretary General with a statement of appeal including the facts and legal arguments which justify the appeal, together with all documents and evidence.
  - 36.2.2 The statement of appeal shall be filed within a period not exceeding twenty (20) days after the date of accepting the request for appeal.
  - 36.2.3 The statement may be included in the request for appeal
  - 36.2.4 The appeal shall be deemed to have been withdrawn if the Appellant fails to meet the time limit.
- 36.3 Response to the statement of appeal:

Within twenty (20) days from the receipt of the statement of appeal, the Appellee(s) shall file a memorandum of response containing the following:

  - 36.3.1 Basic information of the Appellee including his name, address, telephone number, facsimile and e-mail as well as his representative (if any).
  - 36.3.2 Any challenge to the jurisdiction (if any)
  - 36.3.3 Response to the contents of the statement submitted by of Appellant.
  - 36.3.4 Facts and legal arguments to be put forward in the appeal
  - 36.3.5 Any documents or evidence upon which the response relies.

- 36.3.6 Information of witnesses who are summoned to testify, including their names, a brief summary of the expected testimony and a statement by each witness.
- 36.3.7 Request for an expert aid, containing the field of expertise and the reasons for aid.
- 36.3.8 Required demands.
- 36.4 Other statements:

The Arbitration Panel shall consider the statements and identify whether there is a need for more statements or not, and its decision in this regard shall be final.
- 36.5 Appeal to the Football Dispute Arbitration Division:
  - 36.5.1 If the decision appealed against is issued by a football federation, then the Football Dispute Arbitration Division shall consider the request for appeal against such decision.
  - 36.5.2 The appeal proceedings set forth in these Rules shall apply to requests for appeal submitted to the Football Dispute Arbitration Division.

### **Article 37: Mediation**

The mediation aims at amicably settling disputes between the parties if they so agree, whether such agreement is made before or after the dispute arises.

- 37.1 disputes that are subject to mediation:

The mediation agreement shall be accepted for disputes that fall within the jurisdiction of the Ordinary Arbitration Division, but it is not accepted when the dispute falls within the jurisdiction of the Appeals Arbitration Division or Football Dispute Arbitration Division.
- 37.2 Mediation proceedings:
  - 37.2.1 The party, who desires to refer the dispute to mediation, shall present a request to the Secretary General, elaborating the following:
    - 37.2.1.1 Basic information of the parties, including their names, addresses, telephone numbers, facsimiles and e-mail addresses as well as their representatives (if any).
    - 37.2.1.2 A copy of the mediation agreement.
    - 37.2.1.3 A brief description of the dispute from the legal and factual perspectives.
    - 37.2.1.4 A proof of payment of the SSAC fees.
- 37.3 The date on which the SSAC has received the request for mediation shall be deemed the date for commencing the mediation.
- 37.4 The Secretary General shall formally notify the parties of the date set for the commencement of the mediation.
- 37.5 The President of the Mediation Division shall select a mediator, unless the parties select a mediator from the list of mediators.
- 37.6 Mediation by the SSAC shall be independent, impartial and free from any influence.
- 37.7 The mediator shall disclose any circumstances that might raise doubts about his impartiality or independence.

- 37.8 The parties may agree that the mediator can keep mediating, even if he discloses some circumstances that may affect his independence.
- 37.9 Representation of parties:
- 37.9.1 The parties to the mediation may be represented before the mediator by lawyers or others.
- 37.9.2 The selected representative should have the suitability to resolve the dispute independently.
- 37.9.3 The mediator shall have the full freedom to decide on how to proceed to mediation, unless the parties agree upon a certain way to carry out the mediation proceedings.
- 37.9.4 Each party shall cooperate in good faith with the mediator, who is free to communicate separately with any of the parties, as he thinks necessary.
- 37.9.5 The parties to the dispute may refer their dispute to mediation during the process of arbitration, and the mediator shall have the right to consider all documents related to the subject of the dispute.
- 37.10 Role and function of the mediator:
- 37.10.1 The mediator shall take the necessary actions to reach an amicable settlement of the dispute. These may include:
- 37.10.1.1* Identifying the disputes as based on factual and legal grounds after consultation with the parties.
- 37.10.1.2* Facilitating the discussion and resolution of disputes by the parties.
- 37.10.1.3* Proposing the solutions.
- 37.10.2 The mediator shall, upon his appointment, set a time limit for the parties to submit a list of their disputes and a brief description of the basic facts and legal issues in these disputes as well as all related legal considerations.
- 37.10.3 The mediator may not impose any solution on the parties to mediation.
- 37.11 Confidentiality:
- 37.11.1 The mediator, the parties to the mediation and their representatives shall sign a confidentiality agreement, and shall not disclose to any third party any information that may have been accessed by them during the mediation.
- 37.11.2 The mediator shall not be obliged to submit any papers or documents given to him during the mediation process to the Arbitration Division in the event of the failure of settlement, unless an agreement or consent is made between the parties.
- 37.12 Termination:
- 37.12.1 Any party or mediator may terminate the mediation at any time.
- 37.12.2 The mediation shall end in the following cases:
- 37.12.2.1* A settlement agreement, resolving the dispute, has been reached and signed between the parties.
- 37.12.2.2* The mediator makes a written declaration stating that any further mediation proceedings of similar efforts are no longer worthwhile.

37.12.2.3 Any Party makes a written declaration stating that the mediation proceedings are terminated.

37.12.2.4 One party, or more, refuses to pay his share of the mediation costs.

37.13 Settlement agreement:

37.13.1 Settlement agreement shall be drawn up by the mediator and signed by the parties and the mediator.

37.13.2 Each party shall receive an original signed copy of the settlement agreement. A copy shall be given to the Secretary General.

37.14 Failure to reach a settlement:

37.14.1 The parties may make recourse to the arbitration by the SSAC in the case of settlement failure.

37.14.2 If the dispute solution by mediation has failed, its mediator may not be appointed as an arbitrator in the same dispute at the SSAC.

### **Article 38: Fees**

38.1 The applicant shall pay the claim registration fees upon submission of application according to the table of the approved fees and costs.

38.2 At the end of proceedings, the Secretary General shall determine the final amount of the arbitration costs that must include arbitrators' fees, administrative costs and the likes.

38.3 The costs may either be included in the final Arbitration Award or communicated separately to parties by the Secretary General.

38.4 The Arbitration Award shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them (if any).

38.1 The parties to the mediation shall pay their own mediation fees in equal shares in advance.

### **Article 39: Legal Assistance**

39.1 The SSAC may provide legal assistance to address the failure to pay arbitration fees by the parties to the dispute.

39.2 The Board shall issue a regulation governing the legal assistance and the cases of default that are accepted.

39.3 The request for legal assistance shall be submitted to the Secretary General who shall refer such request, with his opinion, to the Board. The Board shall have the jurisdiction to decide on the request.

39.4 The legal assistance shall be provided to the natural person who does not have enough funds to start or continue the arbitration proceedings. The SSAC shall have the right to take whatever action it thinks fit, in order to verify the ability of the applicant.

### **Article 40: Limitation of Liability**

40.1

40.2 Board members, the Secretary General and his consultants, arbitrators and experts shall not be liable for an act, omission or professional misconduct related to arbitration.

40.3 If the Rules do not stipulate an issue considered by the Arbitration Panel, then the Procedural Rules adopted by the Court of Arbitration for Sport (CAS) shall be applicable.

**Article 41: Enforceability of the Rules**

The Rules shall be effective from the date of its approval and publishing by the SAOC General Assembly.

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