



DIRECTIONS WITH RESPECT TO THE APPEALS PROCEDURE BEFORE CAS
(Code of Sports-related Arbitration, 2019 edition)

The CAS appeals arbitration procedure is provided by articles R47 *et seq.* of the Code of Sports-related Arbitration (2019 edition, hereafter: the Code). This procedure can be summarised as follows:

1. Any party intending to challenge a final motivated decision issued by a FIFA legal body, in accordance with the FIFA Statutes, must file a statement of appeal with CAS within a twenty-one-day time limit starting from the receipt of the decision challenged (article 58 of the FIFA Statutes). In order to file an appeal at CAS, it is necessary to have first requested that a full decision with the grounds be issued by FIFA. An appeal against the operative part of a FIFA decision only is not admissible.

The exact address of the Court of Arbitration for Sport is:

Court of Arbitration for Sport
Château de Béthusy
Avenue de Beaumont 2
CH-1012 Lausanne
Tel. (41.21) 613 50 00
Fax (41.21) 613 50 01
procedures@tas-cas.org
www.tas-cas.org

2. To be admissible, the statement of appeal shall be drafted in English or in French (article R29 of the Code) and contain the following elements :
 - the name and full address of the Respondent(s);
 - a copy of the decision appealed against;
 - the Appellant's request for relief;
 - the appointment of the arbitrator chosen by the Appellant from the CAS list, unless the Appellant requests the appointment of a sole arbitrator (clause 3 below); the list of CAS members is published on www.tas-cas.org;
 - if applicable, an application to stay the execution of the decision appealed against, together with reasons (the statement of appeal filed with CAS does not stay automatically the execution of the decision challenged, save for decisions which are exclusively of a financial nature);
 - a copy of the provisions of the statutes or regulations or the specific agreement providing for appeal to the CAS;
 - the evidence of the payment of the Court Office fee of CHF 1'000 (Crédit Suisse, Rue du Lion d'Or 5-7, C.P. 2468, 1002 Lausanne; account n°: 0425-384033-71).
3. The arbitration procedure is allocated to a Panel composed of three arbitrators and constituted pursuant to the rules provided by article R54 of the Code. The Appellant may however request that a sole arbitrator be appointed by the President of the CAS Appeals Arbitration Division.
4. Within ten days following the expiry of the time limit for the filing of the statement of appeal, the Appellant shall file with the CAS an appeal brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specifications of other evidence upon which it intends to rely, failing which the appeal shall be deemed withdrawn (article R51 of the Code). Furthermore, in its written submissions, the Appellant shall specify any witnesses, including a brief summary of their



expected testimony, and experts, stating their area of expertise, whom it intends to call at the hearing and state any other evidentiary measure which it requests.

5. Within twenty days from the receipt of the appeal brief, the Respondent shall submit to the CAS an answer containing the following elements :
 - a statement of defence;
 - any defence of lack of jurisdiction;
 - any exhibits or specification of other evidence upon which the Respondent intends to rely, including the names of the witnesses, including a brief summary of their expected testimony, and experts, stating their area of expertise, whom it intends to call at the hearing.
6. The statement of appeal and any other written submissions, printed or saved on digital medium, must be filed by courier delivery to the CAS Court Office by the parties in as many copies as there are other parties and arbitrators, together with one additional copy for the CAS itself, failing which the CAS shall not proceed. If they are transmitted in advance by facsimile or by electronic mail at the official CAS email address (procedures@tas-cas.org), the filing is valid upon receipt of the facsimile or of the electronic mail by the CAS Court Office provided that the written submission and its copies are also filed by courier within the first subsequent business day of the relevant time limit (article R31 of the Code).

The time limits fixed under the Code shall begin from the day after that on which notification by the CAS is received. Official holidays and non-working days are included in the calculation of time limits. The time limits fixed under the Code are respected if the communications by the parties are sent before midnight, time of the location of their own domicile or, if represented, of the domicile of their main legal representative, on the last day on which such time limits expire. If the last day of the time limit is an official holiday or a non-business day in the location from where the document is to be sent, the time limit shall expire at the end of the first subsequent business day (article R32 of the Code).
7. In accordance with articles R64 and R65 of the Code, the CAS determines the possible advance of costs that the parties must pay to the CAS within a certain time limit. In the absence of payment of such advance of costs, the appeal shall be deemed withdrawn and the CAS shall terminate the arbitration.
8. For individuals, the CAS has created a legal aid fund. The form and the legal aid guidelines are available on www.tas-cas.org. However, the payment of the Court Office fee of article R64.1 or R65.2 of the Code remains mandatory before any procedure may be initiated even though a request for legal aid has been filed.
9. At the end of the written proceedings, the CAS summons the parties to a hearing, without prejudice to article R57 §2 of the Code.
10. The CAS shall have full power to hear the case *de novo*. It may issue a new decision which replaces the decision challenged or annul the decision and/or refer the case back to the competent authority for a new decision.
11. The award, a summary and/or a press release setting forth the results of the proceedings shall be made public by the CAS, unless both parties agree that they should remain confidential. A copy of the award is notified to FIFA if the latter is not a party to the proceedings.

In case of discrepancy between the present document and the Code, the provisions of the Code shall prevail.



Schedule of arbitration costs in force as of 1 January 2019 (extract)

Administrative costs

The CAS fixes the administrative costs for each case of arbitration subject to Article R64 of the Code in accordance with the table below, or at its discretion when the amount disputed is not declared or there is no value in dispute. The value in dispute taken into consideration is the one indicated in the statement of claim/appeal brief or in the counterclaim, if any, if it is higher. 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	CHF 100.- to CHF 2'000.-
From 50'001 to 100'000	CHF 2'000.- + 1.50% of amount in excess of 50'000.-
From 100'001 to 500'000	CHF 2'750.- + 1.00% of amount in excess of 100'000.-
From 500'001 to 1'000'000	CHF 6'750.- + 0.60% of amount in excess of 500'000.-
From 1'000'001 to 2'500'000	CHF 9'750.- + 0.30% of amount in excess of 1'000'000.-
From 2'500'001 to 5'000'000	CHF 14'250.- + 0.20% of amount in excess of 2'500'000.-
From 5'000'001 to 10'000'000	CHF 19'250.- + 0.10% of amount in excess of 5'000'000.-
Above 10'000'000	CHF 25'000.-

Arbitrators' costs and fees

The amount of fees to be paid to each arbitrator is fixed by the Secretary General of the CAS on the basis of the work provided by each arbitrator and on the basis of time reasonably devoted to their task by the members of each Panel. In principle, the following hourly fees are taken into account:

*For a disputed sum
(in Swiss Francs)*

Fees

Up to 2'500'000	CHF 300.-
From 2'500'001 to 5'000'000	CHF 350.-
From 5'000'001 to 10'000'000	CHF 400.-
From 10'000'001 to 15'000'000	CHF 450.-
Above 15'000'000	CHF 500.-