

**JUST SPORT IRELAND RULES  
(to include JSI Arbitration and  
JSI Mediation Rules)**

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## PREAMBLE

Just Sport Ireland (“JSI”) was established by the Federation of Irish Sport, with support from the Irish Sports Council, to provide an independent specialised dispute resolution facility for Ireland’s sporting community.

The overall objective of JSI is to provide a cost effective and time efficient mechanism for resolving sports disputes whilst also seeking to protect the privacy and confidentiality of the parties. JSI will deal with any dispute that arises in a sporting context save for anti-doping issues which, are dealt with in accordance with the Irish Sport Council’s Anti-Doping Regulations as amended from time to time.

In keeping with the overall objectives of JSI, these Rules aim to be as user-friendly as possible. JSI is designed so that its facility can be used by parties to a dispute without the need for legal representation. Parties may however choose to use legal representation but should note that as a general rule Parties will be required to cover the costs of their own legal representation regardless of the outcome of a dispute.

It is envisaged that arbitration with JSI will be concluded no later than 8 weeks from when initiated. Mediation should take no longer than 4 weeks.

*Part 1* of these Rules summarises the main provisions relating to the governance and administration of Just Sport Ireland as provided for in the Memorandum & Articles of Association (M&A). The idea is to provide JSI users with detail around the governance of JSI without the need to review the M&A in detail. The M&A is however available to download on the website or on request from the JSI Secretariat.

*Part 2* of these Rules set out the procedures relating to arbitration whilst, *Part 3* set out the powers and procedures of the Arbitration Panel. *Part 4* of these Rules details the mediation procedures whilst *Part 5* sets out JSI’s Referral Facilities for use by sports bodies wishing to identify suitably qualified personnel to sit on their internal disciplinary and complaints committees, inquiries or investigations. *Part 6* sets out general rules that apply to all JSI proceedings.

The JSI Secretariat is there to provide guidance to Parties on these Rules and the process and procedures of JSI generally. Feedback on these Rules and/or on the services provided by JSI is welcome at all times and should be submitted to the JSI Secretariat.

## DEFINITIONS

In the interpretation of these Rules:

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1. The following words and expressions shall have the meanings as defined below;
2. Words importing the singular shall include the plural, and vice versa;
3. Words importing the masculine include the feminine;
4. Words importing persons shall include bodies Corporate; and
5. References to 'days' shall mean calendar days.

All questions as to the interpretation of these Rules shall be a matter for the Board whose decision shall be final.

The following terms and expressions shall, unless the context otherwise requires, have the following meanings:

<b>Arbitration</b>	The hearing and determination of a dispute by an independent third party
<b>Arbitration Panel</b>	The member(s) appointed from the List of Arbitrators to resolve a particular dispute, in accordance with the JSI Rules
<b>Appeal Arbitration</b>	Arbitration taken to challenge or appeal a decision of a sports related body
<b>Chairperson ("Chair")</b>	The Chairperson of the Board as may vary from time to time and appointed in accordance with the terms of the Memorandum & Articles of Association
<b>Directors</b>	The members of the Board as may be appointed from time to time in accordance with the Memorandum & Articles of Association
<b>Just Sport Ireland (JSI)</b>	A company limited by guarantee without a share capital, created to establish and oversee the operation of an independent specialised dispute resolution service for Irish Sport

**List of Arbitrators**

The list of arbitrators compiled by JSI, as may be varied from time to time, from which arbitrators may be appointed to act in a JSI arbitration

**List of Mediators**

The list of mediators compiled by JSI, as may be varied from time to time, from which mediators may be appointed to act in a JSI mediation

**Mediation**

The negotiation of a settlement of a dispute facilitated by an independent third party

**Mediator**

The individual from the List of Mediators appointed to resolve a particular dispute, in accordance with the JSI Rules

**Members**

The Members of the Company as may vary from time to time admitted to membership in accordance with the Memorandum & Articles of Association

**Notice of Appeal**

The Notice served to JSI by a party wishing to appeal a decision to JSI

**Notice of Arbitration**

The Notice served to JSI by a party that wishes to initiate arbitration proceedings

**Party**

An individual(s) or organisation involved in a dispute resolution being facilitated by JSI

**Reply**

The Reply to the Notice of Appeal & Statement of Appeal or the Notice of Arbitration by the party against whom the arbitration proceedings are being taken

**Secretariat**

The person(s) appointed by the Board from time to time to administer the JSI dispute resolution service, or their duly appointed nominee

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**Standard Arbitration**

All arbitration taken to resolve a dispute other than Appeal Arbitration

**Statement of Appeal**

The Statement submitted by a party who has initiated Appeal Arbitration with JSI which sets out the details of the dispute

**Submissions**

The Notice of Appeal, the Notice Arbitration, the Statement of Appeal and/or the Reply Form and/or or any other written submission or any one or more of them as appropriate

## **PART 1- GENERAL**

Part 1 provides a synopsis or summary of the provisions of Just Sport Ireland's Memorandum & Articles of Association ("M&A") detailing how JSI is administered and managed. Please note that where a conflict is perceived to exist between the JSI Rules Part 1 and the M&A it is the M&A that will take effect. A copy of the M&A can be downloaded from the JSI website or is available on request from the JSI Secretariat.

### **1. NAME**

- 1.1 Just Sport Ireland is a Company Limited by guarantee not having a share capital and may otherwise be known in its abbreviated form "JSI".

### **2. OBJECTIVES**

- 2.1 The objectives of JSI are:-
- (a) The promotion of athletic games and sport;
  - (b) The provision of a dispute resolution service for final resolution of disputes and the giving of advisory opinions relating to games or sports and all activities pertaining to games or sports; and
  - (c) To educate those involved in games or sports to endeavour to reduce the likelihood of disputes arising.

### **3. SERVICES**

- 3.1 The services offered by JSI are:-
- (a) Arbitration;
  - (b) Mediation; and
  - (c) A Referral Facility.

### **4. MEMBERS**

- 4.1 The Members of JSI shall be the subscribers to the Memorandum of Association, the Directors and such other persons as the Directors shall admit to membership from time to time. All Directors, shall on appointment, be proposed to the Board for approval as members.

### **5. BOARD**

- 5.1 The governance and control of JSI shall be vested in the Board.
- 5.2 The Board shall be comprised of:



- (i) One (1) Federation of Irish Sport representative who must be a member of the Board of the Federation of Irish Sport,
  - (ii) One (1) Irish Sports Council representative - person nominated from the Irish Sports Council or such other newly named body,
  - (iii) Three (3) persons nominated by The Federation of Irish Sport with suitable skills and experience,
  - (iv) Four (4) persons with legal qualifications to be appointed by a majority decision of the directors at (a), (b) & (c) above; and
  - (v) A maximum of two (2) other persons as may be appointed from time by the majority decision of the directors.
- 5.3 The Board may from time to time elect a Chairperson from members of the appointed under 5(i) or (iii) above. The Chair shall remain as Chair for a two year period and no person shall serve as Chair for more than three consecutive terms. If the Chair for any reason vacates office during their term the Board shall elect a substitute from those Directors named at 5(i) and (iii) above.
- 5.4 The Secretariat shall present an agenda and report for each meeting.
- 5.5 Each Director shall immediately retire at the next AGM, upon the eight year anniversary of his/her initial appointment as a Director.
- 5.6 JSI may from time to time by ordinary resolution increase or decrease the number of Directors subject to a maximum of 10 and may also determine in what rotation the increased or decreased number are to go out of office.
- 5.7 The Board shall have the power at any time and from time to time to appoint a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed 10.
- 5.8 The office of Director shall be vacated in accordance with the provisions as set out in the Memorandum and Articles of Association.
- 5.9 A Director shall not be entitled to appoint any person to be an alternate or substitute Director.

## **6. BOARD FUNCTIONS AND POWERS**

- 6.1 The Board shall be responsible for all matters relating to JSI and shall make all necessary decisions and take all necessary action to ensure the objectives of JSI are being met.
- 6.2 The Board shall act at all times in accordance with these Rules and in accordance with the Memorandum and Articles of Association of JSI.

- 6.3 Board meetings shall be conducted in accordance with the provisions of the Memorandum and Articles of Association.
- 6.4 The Board shall be entitled to propose changes to Part I of the Rules and to the Memorandum and Articles of Association to the members of JSI.
- 6.5 The Board shall be entitled to make changes to Parts 1, 2, 3, 4 and 6 of the Rules and to any policies and procedures adopted by JSI without reference to the members.
- 6.6 The Board shall appoint the JSI Lists.
- 6.7 The Board shall be entitled to remove a member from the JSI Lists in advance of their term ending if in their opinion such removal is necessary.
- 6.8 The Board shall determine the appropriate JSI fee scale on an annual basis.
- 6.9 The Board shall operate to a code of conduct and shall not interfere with specific cases unless a matter is referred to them in accordance with these Rules.
- 6.10 The Board may delegate functions to the Secretariat and/or constitute committees for such functions as they deem appropriate.
- 6.11 The Board shall issue an annual report on the work of JSI.
- 6.12 The Board shall request the Secretariat to record a set of minutes for each meeting.

## **7. AGM/EGM**

- 7.1 The AGM and EGM of JSI shall be held in accordance with the Memorandum and Articles of Association of JSI and shall conduct all such business as appearing on the Agenda for the meeting.
- 7.2 Members and Directors only shall be entitled to attend the AGM, and Members only to vote and contribute at an AGM/EGM.

## **8. AUDIT AND ACCOUNTS**

- 8.1 The financial year shall end on December 31<sup>st</sup> of each year. Annual Audited accounts shall be kept and presented to the members at the AGM. All other accounting provisions shall be made in accordance with the Memorandum and Articles of Association.

## **9. EQUALITY/DISCRIMINATION POLICY**

- 9.1 JSI shall adopt a policy of non-discrimination in respect of all aspects of its operations and the services it provides.

## **10. CHILD WELFARE POLICY**

- 10.1 JSI operates a Child Welfare Policy in respect of the services it provides as amended from time to time, a copy of which is available for download from the JSI website and/or may be obtained from the Secretariat on request.

## **11. COMPLAINTS**

- 11.1 Any complaints shall be made in writing to the Secretariat in the first instance and if not resolved to the satisfaction of the complainant shall be referred to the Chairperson who will submit same to the Board and their decision thereon shall be final.

## **12. DATA PROTECTION**

- 12.1 JSI operates a Data Protection policy as amended from time to time, a copy of which is available for download from the JSI website and/or may be obtained from the Secretariat on request.

## **PART 2 – ARBITRATION WITH JSI**

Part 2 of the JSI Rules sets out the process and procedures of how arbitration with JSI is conducted including, how to begin arbitration, how to respond where arbitration is initiated, how the arbitrator is appointed and the process where an urgent hearing is required.

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JSI deals with two types of arbitration:

The first is where the arbitration relates to an appeal of a previous decision. This is called “Appeal Arbitration Procedure” and set out in Section 14.

The second type of arbitration is where the dispute is being dealt with for the first time by JSI – “Standard Arbitration Procedure” and set out in Section 15

It is envisaged that the Standard Arbitration Procedure will take no longer than 6 weeks whilst Appeal Arbitration Procedure should be completed within 8 weeks. JSI can also deal with a dispute in a matter of days if requested where an urgent hearing is required. Please see Rule 16 in this regard.

### **13. ROLE OF JSI IN ARBITRATION**

- 13.1 In relation to arbitrations under these Arbitration Rules, the role of JSI is to appoint the Arbitration Panel in accordance with these JSI Arbitration Rules; and
- 13.2 Once the Arbitration Panel is so appointed, in conjunction with the Arbitration Panel to make the necessary arrangements for the arbitration including as required:
  - 13.2.1 Administer the associated proceedings to include controlling the timelines; and
  - 13.2.2 General administration in relation to the arbitration including post-arbitration follow up.
- 13.3 The responsibility of the Arbitration Panel in each JSI Arbitration is to issue a decision in respect of the dispute referred to it in accordance with these Arbitration Rules be it under the Appeal Arbitration Procedure or the Standard Arbitration Procedure as provided for herein.
- 13.4 The Secretariat shall decide in the case of doubt which of the two procedures is to be followed. Such decision may not be challenged or raised as a cause of irregularity.

## **14. APPEAL ARBITRATION PROCEDURE**

### **14.1 ABILITY OF JSI TO HEAR AN APPEAL**

- (a) A Party may challenge or appeal a disciplinary or other decision of a sports federation, governing body, or other sports-related body where;
- (i) The regulations of the relevant body; or
  - (ii) A specific written agreement;
- provide for an appeal to be heard by reference to JSI or in accordance with the JSI Arbitration Rules and unless the parties agree otherwise, that the party bringing the Appeal has exhausted all the internal procedures of that relevant body under any applicable regulations.
- (b) No Arbitration may be made in respect of decisions issued in relation to anti-doping.

### **14.2 BEGINNING AN APPEAL ARBITRATION**

- (a) The party wishing to initiate an Appeal Arbitration shall complete the Notice of Appeal Form (available for download on the JSI website or on request from the Secretariat) and submit the completed form in accordance with the provisions of Rule 57 to JSI and simultaneously to the Other Party or Parties a Notice of Appeal accompanied by:
- (i) Details, and where available a copy, of the decision being appealed;
  - (ii) A copy of the regulations or the specific written agreement of both parties providing for appeal arbitration under the JSI Rules; and
  - (iii) The non-refundable filing fee as set by JSI from time to time.
- (b) A party must submit the completed Notice of Appeal to JSI and the Other Party within fourteen (14) days of receipt by them of the decision being appealed unless the regulations of the relevant sports-body provide otherwise.
- (c) The Secretariat and/or the Parties can agree to one extension of the time limit for the filing of the Notice of Appeal.
- (d) If the Notice of Appeal is incomplete the Secretariat may allow a short time extension to fix any error or omission. Failure to comply with any such time extension shall mean the Notice of Appeal will be deemed withdrawn. The fixing of a short time limit under this provision shall not modify the time limit for the filing of the Party's "Statement of Appeal".
- (e) The date of receipt by JSI of the Notice of Appeal shall be deemed to be the date the arbitration commenced (the "Commencement Date").

- (f) Within seven (7) days of the expiry of the time limit for filing of the Notice of Appeal, the Party shall submit to JSI and serve on the Other Party a Statement of Appeal Form (available for download on the JSI website or on request from the Secretariat) and submit the completed form to JSI and served on the Other Party a Notice of Appeal accompanied by:
  - (i) Copies of all documents on which the Party is relying including statements from witnesses upon which it wishes to rely;
  - (ii) A proposal in relation to any amendments to the procedure as set out in the Rules and whether the agreement of the Other Party has been obtained.
- (g) A failure to file the Statement of Appeal within the required time limit shall mean that the appeal shall be deemed to be withdrawn.

#### **14.3 RESPONSE BY PARTY WHOSE DECISION IS BEING APPEALED**

- (a) Within fourteen (14) days from receipt of the “Statement of Arbitration” the Other Party shall complete and submit to JSI and serve on the other party a Reply Form (available for download on the JSI website or on request from the Secretariat) in accordance with the provisions of Rule 57 accompanied by (collectively referred to as the “Reply”):
  - (i) Copies of all documents on which the Party is relying unless the document has been previously submitted by the Other Party; and
  - (ii) Any proposals in relation to the appeal procedure.
- (b) If a Party fails to submit its Reply within the prescribed time limit, the Arbitration Panel may nevertheless proceed with the arbitration and deliver its award taking into account the efforts by the Secretariat to engage with the Party.

### **15. STANDARD ARBITRATION PROCEDURES**

#### **15.1 ABILITY OF JSI TO HEAR AN APPEAL**

- (a) A Party may bring a matter to arbitration under this Standard Arbitration Procedure where:
  - (i) The regulations of a relevant body; or
  - (ii) Contractual documents; or
  - (iii) A specific written agreement

(together or either known as the “Agreement to Arbitrate”) provides for arbitration under the JSI Rules.

## 15.2 BEGINNING ARBITRATION WITH JSI

- (a) The party wishing to initiate Arbitration shall submit to JSI and serve simultaneously on the Other Party or Parties in accordance with the provisions of Rule 57 a Notice and Statement of Arbitration Form (available for download on the JSI website or on request from the Secretariat) accompanied by;
- (i) A copy of the Agreement to Arbitrate;
  - (ii) Copies of all documents upon which the Party is relying;
  - (iii) The non-refundable filing fee as set by JSI from time to time; and
  - (iv) If applicable, a statement on any procedural matters upon which the Parties have already agreed or proposals in relation to such procedure.
- (b) The date of receipt by JSI of the Notice & Statement of Arbitration shall be deemed to be the date the arbitration commenced (the “Commencement Date”).
- (c) If the Notice & Statement of Arbitration is incomplete the Secretariat may allow a short time extension to rectify any error or omission. Failure to comply with any such time extension shall mean the Notice & Statement of Arbitration shall be deemed withdrawn.
- (d) Within fourteen (14) days from receipt of the “Notice & Statement of Arbitration” the Other Party shall submit to JSI and serve on the Other Party Reply Form (available for download on the JSI website or on request from the Secretariat) in accordance with the provisions of Rule 57 accompanied by (collectively referred to as the “Reply”):
- (i) Copies of all documents on which the Party is relying unless the document has been previously submitted by the Other Party; and
  - (ii) Any proposals in relation to the arbitration procedure.
- (e) If a Party fails to submit its Reply within the prescribed time limit, the Arbitration Panel may nevertheless proceed with the arbitration and deliver its award

## 16. URGENT HEARING

- 16.1 A Party to arbitration may apply for the arbitration to proceed within a shortened timeframe.

- 16.2 All arbitrations dealt with urgently in accordance with this Rule 16 shall be dealt with by a sole Arbitrator.
- 16.3 Such application may be made by either Party when submitting any Submission to JSI. If the Parties agree that the matter should proceed more quickly the JSI Secretariat will issue appropriate directions, after consultation with the Parties and if already appointed, the Arbitrator.
- 16.4 If the Parties do not agree that the matter should proceed urgently it shall be for the Secretariat to determine the issue after consultation with the Parties and if already appointed, the Arbitrator to issue the appropriate directions.

#### **17. ADDITIONAL SUBMISSIONS**

- 17.1 The Parties shall not be entitled to make additional written submissions after the filing of the Submissions unless the Arbitration Panel decides otherwise.

#### **18. INVOLVEMENT OF THIRD PARTIES IN AN ARBITRATION**

- 18.1 If either party to the arbitration wishes to involve a third party in the arbitration, they shall make such a request in the Submissions. The Arbitration Panel if appointed, or if not yet appointed the JSI Secretariat shall set a time limit and outline the form in which such third party shall file its submissions with JSI and on the other Parties to the arbitration and shall also set a time limit for all parties to express their positions regarding the participation of the third party.
- 18.2 If a third party wishes to participate as a Party to the arbitration, it shall inform JSI in writing at the earliest opportunity. The Arbitration Panel, if appointed and if not appointed, the Secretariat shall set a time limit in which such third party shall file its written submissions in the format as directed by the Secretariat on the relevant form with JSI and on the other Parties to the arbitration.
- 18.3 The Arbitration Panel shall ultimately determine whether and to what extent a third party shall be permitted to participate in the arbitration.

#### **19. HOW AN ARBITRATOR(S) IS APPOINTED**

- 19.1 Arbitrations shall be decided by a one or three member Arbitration Panel (the "Arbitration Panel") as agreed between the Parties.



- 19.2 Where there is no agreement between the Parties as to whether the Arbitration should be made up of one or three members, the Secretariat shall decide whether to appoint a one or three member Panel taking into account all the circumstances of a dispute and following discussion with the Parties.
- 19.3 Where the Parties have agreed that the Arbitration Panel is to consist of one arbitrator and that the Parties wish to agree a nomination the Secretariat shall propose to the Parties the name(s) of potential arbitrators. The Parties shall seek to agree on one, whom they shall nominate to be appointed by the Secretariat. That one arbitrator shall constitute a valid Arbitration Panel. If the Parties fail to agree on a preferred arbitrator, the Secretariat shall appoint the Arbitrator.
- 19.4 Where the Parties agree that the Arbitration Panel shall consist of three arbitrators and that the parties wish to nominate an arbitrator each they shall notify the Secretariat accordingly. Each party shall nominate one arbitrator. The Secretariat shall propose to the parties the names of potential arbitrators from whom the parties shall seek to make their respective nominations to the Secretariat for it to appoint.
- 19.5 If either party fails to nominate an arbitrator in accordance with these Rules, the arbitrator for that party shall be chosen by the Secretariat. If the parties nominate the same individual that nomination shall remain and the Secretariat shall choose the second arbitrator.
- 19.6 The third arbitrator who will serve as Chairperson of the Arbitration Panel shall be a person from the legal profession and shall be appointed by the Secretariat. A Chairperson shall be selected based on their availability, independence and professional and sporting background, to meet the needs of each specific matter.
- 19.7 The Secretariat will notify the Parties of the identity of the Arbitration Panel immediately upon his, her or their appointment.
- 19.8 If after the appointment of the Arbitration Panel they or a member thereof gives written notice of his/her or their resignation, refuses to act or in the opinion of the Board is failing or becomes unable or unfit to act or dies, the Secretariat shall after consultation with the Parties appoint a replacement(s) and inform the Parties in this regard.
- 19.9 If in the opinion of the majority of the Arbitration Panel, any arbitrator has refused or failed to comply with the Rules or any applicable law relating to the making of the decision and/or award, having been given a reasonable

opportunity to do so, the other arbitrator(s) (if any) may remove him/her and the remaining arbitrator(s) shall proceed in his/her absence. In the case of a single Arbitrator the Secretariat shall have the power to replace him/her and appoint a replacement arbitrator in his/her stead.

## **20. OBJECTING TO AN ARBITRATOR(S) OR HOW THE ARBITRATOR(S) WERE APPOINTED**

- 20.1 The appointment of the Arbitration Panel or a member thereof may be challenged if the circumstances give rise to legitimate doubts over his, her or their appointment. Any such challenge must be taken as soon as the grounds for challenge become known, or ought to be known and shall be made in writing to the Panel. The decision of the Panel in respect of the matter shall be final and binding.
- 20.2 A Party that proceeds with arbitration without promptly stating its objection to a failure to comply with a provision of, or requirement under these Rules, shall be deemed to have waived its right to object.

## **21. GENERAL RULES**

- 21.1 General Rules relating may be found at Part V of these Rules and shall apply to Arbitrations.

## **PART 3 – POWERS OF ARBITRATOR(S) & CONDUCT OF JSI ARBITRATION**

This Part 3 of the JSI Arbitration Rules sets out in general terms how JSI arbitration is conducted as well as detailing the powers of arbitrator(s).

### **22. MEDIATION OPTION**

- 22.1 Before the Arbitration Panel is appointed, the Secretariat and once appointed the Arbitration Panel, may encourage the parties to seek to resolve the dispute by Mediation pursuant to Part 4 of these Rules.

### **23. CONDUCT OF THE ARBITRATION PROCEEDINGS**

- 23.1 The Arbitration Panel shall act in accordance with these JSI Rules and shall conduct the arbitration proceedings in such a manner as it considers fit. The Arbitration Panel may adopt any arbitral procedure agreed to by the Parties if, in the Arbitration Panel's opinion, it is reasonable and practicable to do so.
- 23.2 Any decision of the Arbitration Panel in relation to the conduct of the proceedings shall be made in accordance with its duty to act independently and in a fair and impartial manner at all times. The Arbitration Panel shall allow the Parties a reasonable opportunity to present their cases and to address the submissions of the other Parties, and shall avoid any unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.
- 23.3 Where an arbitration clause forms part of a contract or part of the statutes or regulation of a sports body, it shall be treated as an agreement independent of the other terms of the contract, statutes or regulations. If the Arbitration Panel decides that the contract is void or the statutes or regulations are invalid or otherwise unenforceable, this shall not prejudice the validity of the arbitration clause.

### **24. DECISION ON ABILITY TO HEAR ARBITRATION**

The Arbitration Panel shall decide on their ability to hear an arbitration including what matters have been submitted and any objection regarding the existence, validity or scope of the agreement to arbitrate.

### **25. STANDARD OF PROOF**

The standard of proof on all questions to be determined by the Arbitration Panel shall be on the balance of probabilities unless otherwise specified in a particular regulation of the relevant sporting body.

## 26. POWERS OF THE ARBITRATION PANEL

26.1 The Arbitration Panel shall have the following powers together with all powers set out in the set out in the Irish Arbitration Acts, or any statutory modification or re-enactment thereof (the “Arbitration Acts”):

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- (i) To regulate their own procedures;
- (ii) to allow any Party to amend its written submissions and/or to submit further evidence;
- (iii) to extend or abbreviate any time-limit provided by these Rules or any arbitration agreement
- (iv) to make a declaration on any matter to be determined in the proceedings;
- (v) to order a Party to do or refrain from doing something;
- (vi) to conduct enquiries;
- (vii) to order any Party to make any document or other property under its control available for inspection by the Panel or another Party;
- (viii) to decide which rules of evidence, including rules regarding admissibility, relevance and weight, shall apply;
- (ix) to take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client;
- (x) to proceed with the arbitration in the event of the absence, or failure to attend where due notice has been given, of one or more of the Parties, or a failure by one or more of the Parties to comply with these Arbitration Rules or the directions of the Panel;
- (xi) to consolidate proceedings, subject to the consent in writing of all the parties concerned;
- (xii) to join any other party to the proceedings on the application of a Party, subject to the rules of the relevant sports body or the consent in writing of such third party;
- (xiii) to order on an interim basis, subject to determination in the final award, any relief or remedy which the Panel would have the power to grant in a final award, including where the rules of the relevant sports body allow a stay of execution of the decision being appealed against. The Panel may not issue an interim order or grant provisional relief unless and until the Notice of Appeal has been filed;
- (xiv) to make recommendations when issuing the final award;

- (xv) to interpret and apply these Arbitration Rules insofar as they relate to its powers and duties. The Secretariat shall interpret and apply the remaining Arbitration Rules.

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

- 26.2 Where set out in these Arbitration Rules or where deemed necessary by the Secretariat, before the appointment of the Panel, the powers of the Panel may be vested in the Chairperson of the Board.
- 26.3 Any procedures, findings or decisions of the Arbitration Panel pursuant to these Arbitration Rules shall not be quashed or invalidated by reason only of any departure from the procedural Regulations, defect, irregularity, omission or technicality unless such departure, defect, irregularity, omission or technicality raises a material doubt as to the reliability of the finding or decisions of the bodies and results in a miscarriage of justice.

## 27. HEARINGS

- 27.1 The Arbitration Panel shall through the Secretariat, after consultation with the Parties, fix the date, time and location of the hearing. The Secretariat shall give the Parties as much notice as practicable of the date, time and location fixed by the Arbitration Panel
- 27.2 As a general rule, one oral hearing shall be held, during which the Parties Arbitration Panel shall hear the Parties as well as any witnesses, including expert witnesses. Technology may be used to facilitate the hearing where appropriate. The hearing shall be held within **eight weeks** of the arbitration Commencement Date in the case of Appeal Arbitration Procedure and **six weeks** of the arbitration Commencement Date in Standard Arbitration Procedure subject to the ability of the Panel through the Secretariat to grant one time extension of no more than **2 weeks**.
- 27.3 After consultation with the Parties, the Arbitration Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing. If no hearing is held, the arbitral award shall be based on the Parties' written submissions.
- 27.4 The Arbitration Panel may exceptionally authorise the hearing of witnesses via teleconference or videoconference. The Arbitration Panel may also exempt a witness from appearing at the hearing if such witness has already provided a witness statement.

- 27.5 The non-attendance of a Party at a hearing and/or preliminary hearing in respect of which that party has received notice shall not prevent the matter being dealt with in their absence.

## **28. WITNESSES**

- 28.1 The parties must notify the Arbitration Panel and other parties as soon as practicable and within any time limits set by the Arbitration Panel of the identity of any witnesses they wish to call.
- 28.2 If required by the Arbitration Panel, each party shall disclose the subject matter and content of the evidence on which each such witness will be relying and how that evidence relates to the points at issue and the Arbitration Panel shall have the power to decide whether such witnesses shall be required to attend or be called to give evidence at any hearing.
- 28.3 The Arbitration Panel may question a witness at any stage and shall control the questioning of a witness by the other parties.

## **29. EXPERTS**

- 29.1 The Arbitration Panel may, having notified the Parties, appoint one or more experts acting impartially and independently of the Parties to report to the Arbitrator on specific issues and may require a Party to give such a panel-appointed expert any relevant information or to produce, or to provide access to, any relevant documents or other property, for inspection by such expert.
- 29.2 The Arbitration Panel may, unless the Parties agree otherwise, direct a panel-appointed expert to give evidence either in advance of a hearing in the form of a written report and/or at a hearing in the form of an oral report, and may also require such expert to attend a hearing so that the Arbitration Panel or the Parties may question him/her.
- 29.3 The fees and expenses of any expert appointed by the Panel shall form part of the cost of proceedings
- 29.4 The Parties must notify the Arbitration Panel and other parties as soon as practicable and within any time limits set by the Arbitration Panel of the identity of any expert they wish to call and, if the Panel requires it, each party shall disclose the subject matter and content of the evidence on which each such expert will be relying and how that evidence relates to the points at issue and the Arbitration Panel shall have the power to decide whether such expert shall be required to attend or be called to give evidence at any hearing..
- 29.5 The Arbitration Panel may question a panel-appointed expert at any stage and shall control the questioning of such expert by the other Parties.

- 29.6 The Arbitration Panel shall have the power to direct that the Secretariat be represented. If so, the Secretariat shall be represented by a designated officer and may appear by counsel at the hearing in such capacity as the Arbitration Panel requires, to assist it in the discharge of its duties.

### **30. DECISION**

- 30.1 Subject always to the right of the Panel to inform the Parties of their decision on an informal basis, the formal decision issued by the Arbitration Panel shall be in writing, shall be dated and signed, and shall state the reasoning on which it is based.
- 30.2 The written, reasoned decision shall be notified to the Parties by the Secretariat as soon as possible and generally within two (2) weeks of the Hearing.
- 30.3 Where the Arbitration Panel is comprised of three (3) arbitrators, the Panel shall decide on any issue by a majority and if the Panel fails to reach a majority decision on any issue, the decision of the Chairperson of the Panel shall be final. No minority or dissenting opinion shall be included in the decision.
- 30.4 The Arbitration Panel shall deliver the decision to the Secretariat, who shall transmit a copy of the award to each Party.
- 30.5 On its own initiative, the Arbitration Panel may correct a clerical, computational or typographical error, or any errors of similar nature contained in the decision. A Party may apply for the correction of an error of this type in the decision, or for an interpretation of the decision where the operative part of the decision is unclear, incomplete, ambiguous, or where its components are self-contradictory or contrary to the reasoning of the award.
- 30.6 Any application by a Party for the correction of an error, or for the interpretation of the decision, must be submitted to the Secretariat within three days of receipt of the decision by the Party requesting the correction or interpretation. If an Arbitration Panel decides to issue a correction or interpretation of a decision, this shall take the form of an addendum, shall constitute part of the decision, and shall be issued to the Parties within seven days from receipt of the Party's application.

### **31. APPEAL OF JSI DECISION**

- 31.1 Except where provision is made in the rules of the relevant sports-related body for an appeal to the Court of Arbitration for Sport in Lausanne, all decisions of the Arbitration Panel shall be final and binding on the Parties and on any party claiming through or under them.
- 31.2 Any appeal to the Court of Arbitration for Sport must be filed within twenty-one (21) days from receipt of the JSI decision by the party filing the appeal.

Thereafter, the procedural rules of the Court of Arbitration for Sport will apply and JSI and the Arbitration Panel will have no further role or function, save to assist if requested by the Court of Arbitration for Sport.

### **32. NATURE OF JSI ARBITRATION**

The Parties agree, by submitting a dispute to arbitration under these Rules, to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority.



## **PART 4 - MEDIATION**

Part 4 of these rules details how JSI Mediation is to be conducted and the Parties shall be taken to have agreed that the mediation shall be conducted in accordance with the Mediation

Page | 24 Procedure.

### **33. WHAT IS JSI MEDIATION?**

33.1 JSI mediation is a flexible process in which each party to a dispute (the “Party”) undertakes to attempt to negotiate a settlement in good faith with the other Party, with the assistance of an independent third party (the “Mediator”).

### **34. ROLE OF JSI IN MEDIATION**

34.1 The role of JSI in Mediation is to appoint the Mediator and thereafter in conjunction with the Mediator to make the necessary arrangements in respect of and for the mediation including as required;

- (i) Organising suitable venue and dates;
- (ii) Organising the exchange of the Summaries and Documents
- (iii) Meeting with any or all of the representatives of both Parties (and the Mediator if he/she has been appointed) either together or separately, to discuss any matters or concerns relating to the mediation;
- (iv) General administration in relation to the mediation including post-mediation follow up.

### **35. ABILITY TO USE JSI MEDIATION**

35.1 In order to initiate mediation with JSI mediation there must be an agreement between the Parties to submit to mediation a sports-related dispute. This agreement may take the form of:

- (i) A clause inserted into a contract,
- (ii) A mediation clause contained in the statutes or regulations of a sports-related body, or
- (iii) A separate mediation agreement the entry into which can be facilitated by JSI if required.

### **36. HOW A JSI MEDIATOR IS APPOINTED**

36.1 The Parties will agree a Mediator from the List of Mediators maintained by JSI. If they cannot agree as to who should be appointed, the Mediator shall be appointed by the Secretariat.

36.2 JSI shall seek to appoint a Mediator within seven (7) days of an agreement to mediate being established between the Parties.

36.3 An assistant Mediator may accompany the Mediator. The Assistant is present to gain experience and assist the Mediator as appropriate and attends without cost to the Parties. All references to Mediator in these Rules also apply to the Assistant Mediator.

### **37. DUTIES OF A MEDIATOR**

37.1 By accepting his/her appointment, the Mediator undertakes to devote sufficient time to the mediation process as will allow it to be conducted expeditiously and will:

- (i) Attend any meetings with any or all of the parties preceding the mediation, if requested or if the mediator decides this is appropriate;
- (ii) Read before the mediation each Case Summary and all the Documents sent to him/or her in accordance with these rules.
- (iii) Determine the procedure;
- (iv) Assist the Parties in drawing up any written settlement agreement if required;
- (v) Abide by the terms of the Mediation Procedure, the Mediation Agreement and the JSI Code of Conduct for Arbitrator's and Mediators as may be amended from time to time.

37.2 The Mediator shall be and must remain independent of the Parties, and is bound to disclose, both to JSI and to the Parties, any circumstances likely to compromise his/her independence with respect to any of the Parties, or any other matter of which the Mediator is aware which could be regarded as involving a conflict of interest (whether apparent, potential or actual) in the mediation.

### **38. OBJECTING TO A MEDIATOR**

38.1 If a Party raises an objection to the Mediator, if the Mediator discloses a potential conflict of interest, or if the Mediator indicates that he/she is unable to act, the Secretariat may replace the Mediator, after consultation with the Parties.

38.2 The Parties shall not initiate, during the mediation process, any arbitral or judicial proceedings in respect of the dispute, except that a Party may initiate arbitral or judicial proceedings when the initiation of such proceedings is

necessary in order to preserve its rights in the event that the mediation is unsuccessful.

### **39. HOW A JSI MEDIATION IS CONDUCTED**

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39.1 The Parties, the Mediator and JSI wishing to proceed with JSI Mediation will enter into an agreement based on the JSI Standard “Mediation Agreement”, as amended from time to time, which sets out how the mediation will be conducted including but not limited to the following:

- (a) the terms and timetable for each Party to submit simultaneously (through the Secretariat), to the Mediator and to the other Party;
  - (i) A statement summarising its case in the Dispute, (collectively referred to as the “Case Summary”); and
  - (ii) Copies of all documents to which it refers in the Summary and to which it may want to refer to in the mediation (the “Documents”).

Provided always that any Party may submit further documentation to the Mediator (through the Secretariat), which it wishes to disclose in confidence to the Mediator but not to any other Party, clearly stating in writing that such documentation is confidential to the Mediator and to the Secretariat;

- (b) the maximum number of pages of each Summary;
- (c) the Parties availability to attend at Mediation; and
- (d) the preferred location of the Mediation.

The JSI Standard Mediation Agreement is available for download from the JSI website or can be obtained from the JSI Secretariat on request.

39.2 The Parties together with the appointed Mediator shall be obliged to enter into the Mediation Agreement within (7) seven days of the appointment of the Mediator or the Mediation will be held to be at an end.

39.3 The date of receipt by JSI of the signed Mediation Agreement shall be the date the mediation commenced (the “Commencement Date”).

#### **40. RECOMMENDATIONS**

- 40.1 If requested by all Parties in writing, the Mediator may make oral or written recommendations concerning an appropriate resolution of the dispute. Otherwise, the Mediator will not at any time advise a party or offer an opinion.

#### **41. ENDING OF A MEDIATION**

- 41.1 The mediation will be considered to be over when:
- (a) A Party withdraws from the mediation; or
  - (b) The Mediator, at his/her discretion, withdraws from the mediation in writing; or
  - (c) A written settlement agreement is concluded between the Parties.
- 41.2 The Secretariat shall have the power to declare a Mediation over where no written settlement agreement is in place between the Parties within thirty (30) days of the Commencement Date.

#### **42. ADJOURNMENT**

- 42.1 The Mediator may adjourn the mediation in order to allow the Parties to consider specific proposals, acquire information or for any other reason that the Mediator considers helpful in furthering the mediation process. The Mediator will reconvene the mediation after consultation with the Parties.

#### **43. AGREEING A SETTLEMENT**

- 43.1 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.
- 43.2 The Mediator does not have the authority to impose a settlement on the Parties
- 43.3 The settlement agreement may be drawn up by, or with the assistance of, the Mediator, or by the Parties and shall be signed by the Mediator and the Parties. A copy of the settlement agreement shall be provided to JSI and to each Party. In the event of any breach of the settlement agreement, a Party may rely on such copy before an arbitral or judicial authority.

**44. POST-MEDIATION CONDUCT OF A MEDIATOR**

- 44.1 The Mediator may not act as an arbitrator or as a representative of, or counsel to, a Party in any arbitral or judicial proceedings relating to the Dispute.

**45. GENERAL RULES**

- 45.1 General Rules relating may be found at Part 6 of these Rules and shall apply to Arbitrations.

## **PART 5 – REFERRAL FACILITY**

The Referral Facility (as amended by JSI from time to time) sets out how a sports body can request JSI to make available one or more persons including if required a legally qualified individual to be appointed by that sports body to their internal disciplinary and/or complaints committees, inquiries or investigations. The Referral Facility is designed to assist sports bodies who are obliged to establish such committees, inquiries or investigations from time to time and who may not have access to suitably qualified personnel.

### **46. ROLE OF JSI**

- 46.1 In relation to appointments made under this Referral Facility, the role of JSI is in consultation with the sports-body to;
- (i) Assist the sports-body in identifying potential candidates to serve on an internal committee, tribunal and/or enquiry as appropriate;
  - (ii) General administration in relation to the referral including, putting the relevant sports body in direct contact with such potential candidates.

### **47. HOW TO REQUEST A REFERRAL**

- 47.1 The sports-body shall write to JSI indicating the nature and terms of reference for the internal committee, tribunal and/or enquiry as well as a brief outline of the issue to be dealt with by the internal committee, tribunal and/or enquiry as well of details of the likely timescale of the process and time commitment from the potential candidate.

### **48. CANDIDATE NOMINATION**

- 48.1 The Secretariat shall propose to the sports body the name(s) of potential candidates from the List of Arbitrators and/or List of Mediators who have indicated to the Secretariat a willingness to be available for the Referral Facility. The list of available candidates is downloadable from the JSI website or available from the Secretariat on request.
- 48.2 The sports-body shall indicate their preferred candidate(s) to the Secretariat who shall once the availability or otherwise of any or all such candidate(s) has been established shall put the sports-body in direct contact with their preferred candidate.

### **49. FEES, COSTS & EXPENSES**

The Sports-Body shall agree the fees, costs & expenses with the preferred candidate(s) which, shall be paid directly to the preferred candidate(s). All such costs are for the relevant sports-body. JSI shall have no liability in respect of same.

## **PART 6 - GENERAL RULES**

These Rules apply to both the arbitration and mediation facilitated under the JSI Rules.

### **50. COST OF USING JSI**

- 50.1 Unless otherwise agreed, JSI fees and the other expenses and fees of the Mediation and/or Arbitration (the “Costs”) will be borne equally by the Parties. Payment of the Costs will be made to JSI in accordance with the directions of the Secretariat.
- 50.2 Each Party shall bear any expense that it incurs in connection with the proceedings (including its own legal representative costs), (“Parties Costs”) unless otherwise determined by the Arbitrator in the decision or agreed between the Parties.
- 50.3 The decision and/or settlement may determine which Party shall bear, or in what proportion the Parties shall share, the Costs. The outcome of the proceedings, the conduct of the Parties and the financial resources of the Parties shall be taken into account.

### **51. ADVANCE ON COSTS**

- 51.1 Advance on costs may be requested from the Parties during the proceedings. The Secretariat shall fix the advance on costs at an amount likely to cover the proceedings. This amount may be subject to readjustment at any time during the proceedings. At the conclusion of the proceedings, having calculated and deducted the Costs from the amount advanced, the Secretariat shall refund the remaining amounts to the Parties.
- 51.2 The Parties shall pay any advance on Costs in equal shares. A time limit for the payment of the advance shall be set and notified to the Parties by the JSI Secretariat. Should the Parties fail to pay the advance on Costs within the prescribed time, JSI may refuse to execute any procedural step in the proceedings.
- 51.3 If a Party fails to pay its share of the advance on Costs, another Party may advance that Party’s share in order for the proceedings to proceed. In the event of non-payment of the entire amount requested by the Secretariat the proceedings will not proceed.

## **52. LIST OF ARBITRATORS & MEDIATORS**

- 52.1 JSI shall compile a list of List of Arbitrators & Mediators (the “JSI List”) from which arbitrators and mediators shall be selected and appointed to act in matters before JSI.
- 52.2 The JSI List shall be appointed by the Board from time to time in accordance with the Criteria for JSI List Membership as available to download on the JSI website or from the Secretariat on request.
- 52.3 The JSI List shall be appointed for a three-year period and shall be entitled to apply for re-appointment on conclusion of that term.
- 52.4 All members of the JSI List must agree to comply with the JSI Code of Conduct for Arbitrators & Mediators a copy of which is available on request from the Secretariat or may be downloaded from the JSI website.

## **53. EXCLUSION OF JSI’S LIABILITY**

- 53.1 Neither JSI, the Mediator or Arbitrators including its servants and agents, shall be liable to the Parties for any act or omission that occurs in the discharge or purported discharge of its functions under these Rules, unless the act or omission is shown to have been in bad faith.

## **54. INTERPRETATION AND APPLICATION OF THE RULES**

- 54.1 The Arbitrators and Mediator shall interpret and apply these Rules insofar as they relate to their duties and responsibilities. All other procedures will be interpreted and applied by the Secretariat.

## **55. GOVERNING LAW AND JURISDICTION**

- 55.1 Arbitrations and Mediations shall be governed by, construed and take effect in accordance with Irish Law. The courts of Ireland shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with the mediation.

## **56. TIME LIMITS**

- 56.1 The time limits set out in these Rules shall begin on the day after that on which notification by JSI is received.



- 56.2 Official holidays and non-working days are included in the calculation of time limits.
- 56.3 The time limits set out in these Rules are complied with if the communications by the Parties are sent before midnight on the last day on which such time limits expire.
- 56.4 Time limits set out under these Rules, with the exception of the time limit for the filing of the Notice of Arbitration may be extended by the JSI Secretariat, the Mediator or the Arbitration Panel on application by a Party to the proceedings.

## **57. COMMUNICATIONS**

- 57.1 All communications in respect of matters before JSI shall be sent by courier, post, email or facsimile.
- 57.2 A Party filing a submission or sending correspondence to JSI shall ensure that a copy of the submission or correspondence is sent at the same time to all Parties to the arbitration and/or mediation and to the JSI Secretariat.

## **58. REPRESENTATION**

- 58.1 The Parties may be represented or assisted by persons of their choice.
- 58.2 If a Party is being represented, it shall inform JSI and the other Party of the identity of such representative at the earliest opportunity.
- 58.3 Parties may be represented at a hearing by a third party, but should appear personally where requested to do so.

## **59. CONFIDENTIALITY**

- 59.1 All proceedings with JSI shall be confidential. The Parties, their representatives, experts, witnesses, the Arbitration Panel and or Mediator and the Secretariat or any other person(s) involved in the proceedings may not disclose to any third party any information given to them during the proceeding. All information and documents provided to JSI in connections in the proceedings shall be confidential save where disclosure of the information may be required by law, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or where such documents may already be in the public domain (otherwise than in breach of this undertaking).

59.2 Notwithstanding 59.1 above:

- (i) JSI may publish the Arbitration Panel's publish generic, non-identifying information relating to that arbitration to include the decision and its reasons unless the Parties expressly agree prior to the Arbitration Panel making its decision that they should remain confidential.
- (ii) In respect of all Mediations the Parties shall not:
  - (a) Compel the Mediator, or any officer or employee of JSI, to divulge information or documents or to testify or give evidence in regard to the mediation, in any adversary proceeding or judicial forum.
  - (b) Rely upon, or introduce as evidence in any arbitral, judicial or other proceeding, documents or information obtained during the mediation process; views expressed or suggestions or proposals made by a Party or the Mediator in the course of the mediation process; or admissions made by a Party in the course of the mediation process; or the fact that a Party had or had not indicated a willingness to accept a proposal made by another Party or by the Mediator.

59.3 The requirement to confidentiality shall not apply if, and to the extent that:

- (i) All Parties consent to a disclosure; or
- (ii) The Arbitrator/Mediator is required by law to make disclosure; or
- (iii) The Arbitrator/Mediator reasonably considers that there is a serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
- (iv) The Arbitrator/Mediator reasonably considers that there is a serious risk of his/her being subject to criminal proceedings unless the information in question is disclosed.

The above provisions relating to privacy and confidentiality are subject always, to the ability of the Secretariat, where the proceedings are taking place under the rules, regulations or direction of a third party but the third party is not directly involved in the proceedings, to update that third party of the stage at which the proceedings are at without disclosing any of the substance of those proceedings.

**APPENDIX A- NOTICE OF APPEAL FORM**

(FOR USE WHEN APPEALING A DECISION)

**APPENDIX B- STATEMENT OF APPEAL FORM**

(FOR USE AFTER SUBMITTING A NOTICE OF APPEAL FORM)

**APPENDIX C- NOTICE AND STATEMENT OF ARBITRATION FORM**

(FOR USE WHEN REQUESTING ARBITRATION IN THE FIRST INSTANCE)

**APPENDIX D- REPLY FORM**

(FOR USE WHEN REPLYING TO THE STATEMENT OF APPEAL  
OR NOTICE AND STATEMENT OF ARBITRATION)

**APPENDIX E: JSI MEDIATION AGREEMENT**

(FOR USE WHEN TWO OR MORE PARTIES AGREE TO SUBMIT TO MEDIATION)