



Guidelines on Legal Aid before the Court of Arbitration for Sport as from 1 February 2023

General provisions

Art. 1 These Legal Aid Guidelines (Guidelines) are established by the International Council of Arbitration for Sport (ICAS) in accordance with Article S6.9 of the Code of Sports-related Arbitration (the Code) to facilitate access to the Court of Arbitration for Sport (CAS) for natural persons without sufficient financial means and to defend their rights when the interests of justice so require. These Guidelines are intended to be gender-neutral.

Art. 2 The Guidelines apply in:

- (a) matters involving sports included in the sports program of the edition of the Olympic Games or the Olympic Winter Games following the filing of the application for legal aid;
- (b) matters related to football, in accordance with the specific provisions on the Football Legal Aid Fund (FLAF) and
- (c) Ordinary Arbitration, Anti-Doping and Appeal Division procedures.

Art. 3 The ICAS is responsible for financing legal aid and ensuring that this legal aid scheme is sufficiently well-funded from its reserves. The FLAF reserve is exclusively provisioned by the FIFA contributions earmarked for the FLAF.

Art. 4 The ICAS exercises its legal aid functions through the Athletes' Commission (hereafter: the Commission), composed of the four ICAS members appointed pursuant to Article S4 d) of the Code with a view to safeguarding the interests of athletes, to decide on requests for legal aid in their absolute discretion.

Art. 5 Subject to the Specific provisions applicable to the Football Legal Aid Fund (FLAF), legal aid may:

- (a) be granted, based on a reasoned request accompanied by supporting documents, to any natural person whose income and assets are not sufficient to allow the person to cover the costs of proceedings without drawing on that part of the person's assets necessary to support the person and the person's family.
- (b) consist of any or all of the Applicant:
 - 1. being released from having to pay the costs of the procedure or an advance of costs provided that such release will be denied if:
 - the Applicant does not take all necessary steps to reduce such costs including requesting a Sole Arbitrator; or
 - the Arbitration Agreement referring to CAS provides that a 3-member Panel be appointed and the Respondent refuses to pay any advance of costs; or
 - the Applicant is the Respondent and is not required to pay a share of such costs;



2. choosing *pro bono* counsel from the CAS list referred to in Art. 22; and
3. in the event a hearing has been ordered by the Panel, being granted a lump sum for the Applicant's travel and accommodation costs and those of the Applicant's witnesses, experts and interpreters provided that they have been duly called to appear with the authorisation of the Panel, as well as the travel and accommodation costs of *pro bono* counsel.

Art. 6 Legal aid will be denied if it is obvious that CAS has no jurisdiction or the Applicant's claim or grounds of defence are frivolous or vexatious. Legal aid cannot be granted to sports bodies, associations, clubs or to any other legal entities, subject to Article 8 below.

Specific provisions applicable to the Football Legal Aid Fund (FLAF)

Art. 7 The FLAF is used in football matters referred to CAS. Legal Aid from the FLAF may be granted to any natural persons, including agents provided that they have a FIFA licence, without sufficient financial means to proceed at the CAS.

Art. 8 Legal aid may be exceptionally granted to any football club affiliated to a member association of FIFA and belonging to the club category IV of the FIFA table on the categorization of clubs for training compensation. The applicant club shall demonstrate with written evidence that it belongs to the club category IV at the time the request for legal aid is filed and that its financial situation does not allow it to cover any arbitration costs, i.e. that the obligation to cover such costs would affect its ability to punctually fulfil its payment obligations towards employees or social/tax authorities.

Art. 9 Legal aid may be granted to the same football club for not more than one CAS arbitration procedure per calendar year and only in disputes between clubs or between clubs and federations exclusively. Legal aid cannot be granted to clubs under judicial administration (due to insolvency/bankruptcy).

Art. 10 When Legal Aid from the FLAF is granted, the arbitrators appointed to act in the procedures concerned shall perform their work *pro bono*.

Application Procedure

Art. 11 Legal aid may be requested by:

- (a) the Claimant/Appellant (Applicant) once the request for arbitration/statement of appeal is filed and the CAS Court Office fee is paid. The Applicant may however choose not to pay the CAS Court Office fee pending the decision on request for legal aid. In such situation, the arbitration procedure is not initiated before the decision on request for legal aid is rendered. The Respondent(s) shall be informed of the existence of a claim/appeal but it/they are not entitled to receive a copy of any submission or procedural document before an arbitration procedure is officially initiated. No CAS Court Office fee shall be paid when an applicant is released from having to pay arbitration costs; and if the CAS Court Office fee has been already paid, it shall be reimbursed. Should the application for Legal Aid be



rejected, the Court Office fee shall be paid by the Claimant(s) / Appellant(s) within the time limit fixed by the Commission.

- (b) the Respondent as soon as the Respondent receives the request for arbitration/statement of appeal.

Following this, legal aid may be requested or reconsidered at any time in the procedure but only for future costs and not granted retroactively.

Art. 12 A request for legal aid shall be sent in writing, including by electronic mail (procedures@tas-cas.org) or any other appropriate electronic means to the CAS Court Office enclosing the signed and completed Legal Aid Application Form, available on the CAS website (www.tas-cas.org).

Art. 13 The Applicant shall supply all the information necessary to establish the Applicant's financial situation, accompanied by the supporting documents specified in the Application Form for Legal Aid. The Applicant shall also set out, in summary fashion, the Applicant's grounds for the claim/appeal/defence in order to establish that the claim/appeal/defence has legal basis.

The Applicant is requested to authorise state institutions and third parties to provide confidential information on the Applicant's financial means.

In the event any relevant information, documents or other evidence (evidence) appears to be missing, the CAS Court Office may invite the Applicant to provide the missing evidence, failing which the request for legal aid may be denied.

Art. 14 In deciding on the request for legal aid, the ICAS Athletes' Commission shall give brief reasons for their decision.

The decision is communicated to the Applicant and is not subject to appeal.

The procedure for requesting legal aid is free.

Art. 15 All beneficiaries of legal aid (the beneficiary) shall immediately advise the CAS Court Office of any change in the circumstances on which the legal aid was granted, as well as the occurrence of any other fact relevant to the granting of legal aid.

Art. 16 An Applicant for legal aid may request that the application be reconsidered in circumstances where the Applicant's financial situation deteriorates significantly after the initial request for legal aid was considered and denied in whole or in part.

Other than taking into account the Applicant's changed financial situation, the same provisions governing requests for legal aid shall apply to reconsiderations of requests.

Art. 17 Legal aid takes effect from the day it is requested and ends, unless revoked by the Commission in the meantime, at the end of the CAS proceedings.

Art. 18 The Commission may withdraw all or any portion of legal aid granted if it finds that the beneficiary is no longer entitled to it, or if the legal aid was improperly granted.

Any decision to withdraw legal aid must be issued with reasons and is not subject to appeal.

The withdrawal of legal aid may have a retroactive effect.



Costs

Art. 19 In accordance with Article R64 of the Code, at the end of the proceedings the CAS Court Office shall determine the final amount of the costs of arbitration.

In accordance with the Code, the Panel shall determine in the final arbitral award which party shall bear the arbitration costs or in which proportion the parties shall share them.

As a general rule, the Panel has discretion to grant the prevailing party a contribution towards the prevailing party's legal fees and other expenses incurred in connection with the proceedings.

Art. 20 At the end of the proceedings, the beneficiary of legal aid can be ordered to pay costs. However, the CAS may waive its right to claim such costs.

The beneficiary can also be ordered to pay a contribution towards the legal fees of the prevailing party in which case the beneficiary must pay the contribution ordered. It will not be paid by CAS.

Art. 21 If the other party in proceedings with the beneficiary of legal aid is ordered to bear the costs of such proceedings, then the other party shall pay such costs to the CAS without regard to any legal aid having been granted. If the beneficiary of legal aid is fully or partially successful in proceedings involving a monetary claim and is ordered to bear a portion of the costs of such proceedings, then the legal aid is automatically withdrawn and CAS shall request the beneficiary to pay its share of such costs of such proceedings up to a maximum of 20% of the amount granted to it in the arbitral award.

Role of Pro Bono Counsel

Art. 22 The CAS Court Office shall establish a list of volunteer lawyers (*pro bono* counsel), competent in international arbitration and/or sports law and able to work in the official languages of the CAS.

If deemed appropriate, the CAS Court Office may publish this list.

The list is given to the beneficiary of legal aid who can freely choose *pro bono* counsel.

The beneficiary of legal aid may terminate the legal relationship with the *pro bono* counsel at any time.

The *pro bono* counsel may be released from the legal relationship with the authorization of the Sole Arbitrator or President of the Panel.

If necessary, the beneficiary may request from the CAS Court Office a replacement *pro bono* counsel.

Neither the ICAS nor CAS can be held in any way responsible for the activities undertaken or the advice given by *pro bono* counsel when assisting the beneficiary.

Art. 23 If the Commission authorizes the appointment of *pro bono* counsel, the *pro bono* counsel must agree:

- (a) to work for free;
- (b) within the scope of the mandate to represent the beneficiary before CAS; and
- (c) limit the *pro bono* counsel's activity to what is necessary to protect the beneficiary's interests, taking into account the nature, importance and difficulty of the case and professional services expected.



CONSEIL INTERNATIONAL DE L'ARBITRAGE
EN MATIÈRE DE SPORT (CIAS)
INTERNATIONAL COUNCIL OF ARBITRATION
FOR SPORT (ICAS)
CONSEJO INTERNACIONAL DE ARBITRAJE
DEL DEPORTE (CIAD)

Pro bono counsel cannot refuse to accept a case without good reason and may not ask the beneficiary to pay any fees or expenses, nor accept any payment from the beneficiary.

Conditions for Reimbursement

Art. 24 Except in exceptional circumstances, the CAS does not pay the expenses of the beneficiary of legal aid or the beneficiary's counsel in advance.

At the end of the arbitration, if the Commission has decided in advance, the beneficiary and/or the beneficiary's counsel may request reimbursement of all or any portion of the expenses incurred by them in accordance with Art. 5 b) 3 of these Guidelines. The claim must include receipts for expenses for which reimbursement is claimed.

Unless otherwise determined by the Commission, the CAS pays the amount claimed for reimbursement up to the lump sum awarded in the decision to grant legal aid.

Any decision on reimbursement is not subject to appeal.

Confidentiality

Art. 25 The procedure for granting legal aid is confidential.

None of the CAS Court Office, CAS arbitrators or Members of the Commission shall disclose any part of the legal aid application or any supporting evidence to third parties, subject to requests from state judicial authorities.

The CAS Court Office must:

- (a) inform the other parties involved in the arbitration that legal aid has been granted to the applicant; and
- (b) deliver to the Panel the legal aid order for information.

Transitional and Final Provisions

Art. 26 These Guidelines shall apply to arbitration procedures initiated as from 1 February 2023.

These Guidelines entered into force on 1 September 2013 and were amended on 1 January 2019, 1 November 2020 and 1 February 2023.