The

FIVB TRIBUNAL

herewith issues the following

DECISION

2019-02

on the Request for Review of CF 162/2019 filed by

Club Ciudad de Bolivar ("Claimant")
represented by Ms Marcela Esnaola, President, San Carlos de Bolivar, Argentina

vs.

Mr Milos Nikic ("Respondent")
represented by Mr Miomir Radifkovic, Podgorica, Montenegro

1. The Parties

1. The Claimant is a professional volleyball club with its legal seat in San Carlos de Bolivar, Argentina (hereinafter "**Claimant**" or "**Club**").

2. The Respondent is a professional volleyball player from Serbia (hereinafter "**Respondent**" or "**Player**").

2. The FIVB Tribunal (FIVB Tribunal Judge)

3. Article 19.1.5 of the FIVB Sports Regulations[1] provides as follows:

> *"Cases before the FIVB Tribunal shall be heard by the Chairperson, provided that the amount in dispute does not exceed CHF 200'000 (two hundred thousand Swiss Francs). All other cases shall be heard by the Chairperson and two (2) other members of the FIVB Tribunal, appointed by the Chairperson.* […]"

4. Because the amount in dispute in the present case does not exceed CHF 200,000.00, this Request for Review will be heard by the Chairperson as a single judge. Dr Karsten Hofmann from Germany is the current Chairperson of the FIVB Tribunal and, thus, was appointed as the single judge in the present case (hereinafter "**FIVB Tribunal Judge**").

3. Facts and Proceedings

3.1 Background Facts

5. On 3 May 2017, the Club and the Player concluded a contract, which states that the Player shall provide his services in exchange for a salary of USD 200,000.00 that was supposed to be paid in ten instalments of USD 20,000.00 (hereinafter "**Initial Contract**").

6. On 26 December 2017, the Club and the Player signed another agreement, which terminated the "Initial Contract" (hereinafter "**Termination Agreement**"). According to clauses 2 and 3 of the Termination Agreement, the Player is entitled to receive a total amount of USD 70,000.00

[1] The versions of the FIVB Sports Regulations in force as of 1 June 2018, 22 January 2020 and 13 November 2020 are identical with regard to the provisions relevant for the case at stake, i.e. "Section III – Financial Disputes" (Articles 18 – 21).

which stems from two instalments of USD 20,000.00 each agreed under the Initial Contract and the further amount of USD 30,000.00 for the premature termination of the Initial Contract. In addition, clause 8 of the Agreement provides for a penalty of "*10% of any amounts that may be owed under this AGREEMENT within 15 days upon notice to the INSTITUTION* [Club]" if the Club fails to make full payment before 20 April 2018.

7. After signing the Termination Agreement, the Club paid an amount of USD 15,800.00 to the Player but failed to make any further payments. The exact date of this payment has remained unclear during these proceedings.

8. On 6 March 2019, the Player filed a complaint with the FIVB requesting payment of USD 61,200.00 (including an amount of USD 7,000.00 as a penalty). On 8 March 2019, the FIVB informed the Club about that complaint and invited it to file a reply by 22 March 2019. On 22 March 2019, the Club filed its reply. The Parties filed further submissions thereafter. On 11 November 2019, the FIVB issued a decision ruling that the Club should pay the Player the amount of USD 59,620.00 (including an amount of USD 5,420.00 as a penalty) and CHF 500.00 as reimbursement of the handling fee (hereinafter "Decision").

3.2 The Proceedings before the FIVB Tribunal

9. On 25 November 2019, the Club filed its Request for Review concerning the Decision.

10. By email dated 6 January 2020, the FIVB Tribunal Secretariat acknowledged receipt of the Request for Review and the applicable handling fee. The FIVB Tribunal Secretariat forwarded the Request for Review to the Player and invited him to file an Answer by no later than 27 January 2020.

11. By email dated 3 February 2020, the FIVB Tribunal Secretariat acknowledged receipt of the Player´s Answer dated 17 January 2020. Moreover, the Parties were informed that their submissions had been forwarded to the FIVB Tribunal Judge for his review.

12. By email dated 12 June 2020, the Club asked the Player (email copied to the FIVB Tribunal Secretariat) whether there was a chance "*we can transmit some alternative to close the disagreement*".

13. By email dated 23 June 2020, the FIVB Tribunal Secretariat acknowledged receipt of the above-mentioned Club´s email. Moreover, the Parties were informed about the FIVB Tribunal Judge´s understanding that they did not agree on any settlement in the present case, however, the Parties were asked to immediately inform the FIVB Tribunal Secretariat about any settlement discussions, if any. In addition, the Parties were informed about the FIVB Tribunal Judge´s decision to close the exchange of submissions in accordance with Article 20.7.1 of the FIVB Sports Regulations. Finally, in accordance with Article 20.11.2 of the FIVB Sports Regulations, the FIVB Tribunal Judge requested that the Parties provide a detailed account of their respective costs as well as supporting documentation in relation thereto by no later than 7 July 2020.

14. By email dated 4 January 2021, the FIVB Tribunal Secretariat informed the Parties that it had not yet received any submissions on costs and the Parties were granted a final chance to provide a detailed account of their respective costs as well as supporting documentation in relation thereto by no later than 14 January 2021.

15. On 29 January 2021, the FIVB Tribunal Secretariat acknowledged receipt of the Parties' statements of costs and stated that the FIVB Tribunal Judge would issue a decision or further instructions in due course.

4. The Parties' Submissions

16. The following section provides a brief summary of the Parties' submissions and does not purport to include every contention put forth by the Parties. However, the FIVB Tribunal Judge has thoroughly considered all of the evidence and arguments submitted by the Parties, even if no specific or detailed reference has been made to those arguments in this section.

4.1 The Claimant's Position and Request for Relief

17. The general principles of justice and fairness stipulate that local effects in Argentina like the economic crisis should be "observed" in the decision. The Player's right to collect the amounts owed to him has not been questioned by the Club: it is a *"fact that contracts are entered into with the purpose of honouring them".* However, the difficult economic situation in Argentina has affected the contractual balance. Because of sociological and political developments that took place in Argentina between the date of hiring and the date of undertaking the payment commitment resulting from the Termination Agreement, the situation changed.

18. The Club asks for "*fairer conditions meeting the interests of both sides*" because the economic measures and situation in Argentina after signing the Termination Agreement primarily affected the Club. As a result of the "*devaluation of the Argentine peso against the US dollar*", which is beyond control of the Club, the obligation to pay the Player had become unduly burdensome. Because of that, the amount owed "*geometrically scaled up*" and should be adjusted under equitable terms. The procedure of "*fair conditions*" is a legal doctrine currently applied in Argentina after the serious economic events, in particular since 2018.

19. The Club submits that economic regulations known as *"currency clamp*" had been implemented by the Argentine government restricting the free exchange of Argentine pesos (ARS) into US Dollars (USD). Because of these new policies guiding the local economy, which are also outside the control of the Club, the Club´s payment obligation is impossible to be honoured.

20. The "*payment plan"* which was spontaneously offered by the Player shows that the Player was fully aware of the economic situation in Argentina.

21. The Club requests that "*the application of fines be rejected*" because the payment default had not been the consequence of a reluctant, capricious or defaulting behaviour but the logical consequence of an economic policy that has destroyed Argentina. If the fine is maintained, the Club requests "*a reduction to fair values, also applying the* […] *unpredictability principle*".

22. In summary: 1) the Club does not question the debt; 2) it expresses the need to apply the principle of fairness to a contract entered into in Argentina, having local effects; 3) the payment of the adjusted amount should be deferred in the light of the theory of unpredictability, at least until after the new government has taken over in December 2019, and the new measures relating to the exchange market and the free purchase and sale of US Dollars (currency in which the relevant contracts are denominated) have been made known; 4) notwithstanding the above, the offer made by the Player consisting in payment of the debt in instalments should be accepted; 5) the application of fines should be rejected and cancelled; 6) alternatively, the amount of the fines should be reduced.

23. Finally, in its Request for Relief, the Club requests the following:

> *"Considering all the above, this entity requests that:*
>
> *1°) the appeal be deemed to have been filed with this Court in due course and form.*
> *2°) for the reasons explained, the decision be amended in the manner requested."*

4.2 The Respondent's Position and Request for Relief

24. The Player emphasizes that the Decision is "*not a penalty* […], *but rather the fulfilment of the conditions of a mutually terminated contract signed by both parties on the basis of free will*" and therefore a payment of debt on a basis of commitment.

25. The "*difficult economic situation in Argentina*" did not affect the Club´s obligations towards the Player because the Club did not fulfil its initial obligations by the end of 2017 due to the Club's "*irresponsible attitude*" towards contractual obligations. Consequently, it would never have come to any financial problems if the Club had fulfilled its obligation on time and within the deadlines provided in the Initial Contract. Furthermore, the Club fulfilled other players' obligations because otherwise the Club would not have achieved good results in the meantime. As a result, the Club had the possibility to fully fulfil its obligations already in 2017.

26. The Club´s non-payment was not influenced by objective circumstances but by the irresponsible attitude of the Club towards the Player. Notwithstanding, as an "*expression of goodwill*", in his Answer, the Player offered "*fulfillment of obligation in ten equal installments, but only with the FIVB's guarantee, because only this way we can trust and believe that the obligation will be settled*" [sic].

27. Finally, in his Answer, the Player concluded as follows:

> *"On the basis of afore-mentioned, we propose that the Court, after examining the case, issues a*
>
> *DECISION*
>
> *By which the request for review of Ciudad de Bolivar submitted to the decision of FIVB CF 162/2019 is rejected in its entirety as unfounded and by which the first instance decision is upheld in its entirety."*

5. Jurisdiction

28. The FIVB Tribunal must first examine whether it has jurisdiction to hear the present dispute. In order to do so, it must first look at the relevant provisions of the FIVB Sports Regulations.

29. Article 19.2.1 of the FIVB Sports Regulations reads as follows:

> *"The FIVB Tribunal is competent to decide financial disputes of an international dimension between clubs, players, FIVB-licensed agents and coaches from within the world of volleyball. The FIVB tribunal´s jurisdiction extends also to financial*

disputes of an international dimension between a coach and a National Federation."

30. Article 19.2.2 of the FIVB Sports Regulations stipulates that the FIVB Tribunal can only resolve disputes:

> *"19.2.2.1 arising between the natural and legal persons/entities mentioned in Article 19.2.1; and*
>
> *19.2.2.2 decided previously by the FIVB / a Confederation or referred by the FIVB/a Confederation to the FIVB Tribunal"*

31. Article 19.2.3 of the FIVB Sports Regulations grants the FIVB Tribunal the power to rule on its own jurisdiction.

32. Thus, in order for the FIVB Tribunal to have jurisdiction over the dispute, the FIVB Tribunal Judge shall examine whether the conditions of both Articles 19.2.1 and 19.2.2 of the FIVB Sports Regulations are satisfied.

33. The present dispute involves a claim initially submitted by a player from Serbia against a club from Argentina concerning outstanding payments. The FIVB Tribunal Judge finds that this dispute clearly qualifies as a financial dispute of an international dimension between a player and a club in accordance with Articles 19.2.1 and 19.2.2.1 of the FIVB Sports Regulations.

34. Furthermore, the Request for Review at hand is made against the Decision, which was rendered by the FIVB General Director. Therefore, the present Request for Review stems from a decision of the FIVB and the FIVB Tribunal Judge holds that Article 19.2.2.2 of the FIVB Sports Regulations is also satisfied.

35. Based on the above, the conditions of Articles 19.2.1 and 19.2.2 of the FIVB Sports Regulations are satisfied.

36. Additionally, the Claimant's Request for Review was filed on 25 November 2019, i.e. within the 14-day period described in Article 18.2 of the FIVB Sports Regulations.

37. Therefore, the FIVB Tribunal has jurisdiction over the present Request for Review pursuant to the FIVB Sports Regulations.

6. Discussion

6.1 Applicable Law

38. Under the heading "Law Applicable to the Merits", Article 20.9 of the FIVB Sports Regulations reads as follows:

> *"Unless otherwise agreed by the parties, the Tribunal shall apply general considerations of justice and fairness without reference to any particular national or international law (ex aequo et bono)."*

39. The last sentence of clause 6 of the Termination Agreement, on which the Player has based its claim for payments and also the Decision is based on, reads as follows: "*This AGREEMENT shall be interpreted in accordance with the laws of Argentina.*" However, this sentence is the only reference to any national law. Neither of the Parties made specific reference to Argentinean law or based their arguments on any national law. Rather, the Club explicitly accepted the application of *ex aequo et bono* in its Request for Review: "*As stated in the decision being challenged, the first item worth noting is that in accordance with Article 18.1.d* [sic] *of the Regulations, for purposes of settling any dispute that may arise, the general principles of justice and fairness will be taken into account, without reference to any particular national or international law."* This reference reflects the application of *ex aequo et bono* as stipulated in Article 18.1 lit e) and Article 20.9 of the FIVB Sports Regulations. The Respondent has not contested the application of *ex aequo et bono*.

40. Therefore, the Parties did not agree "otherwise" and Article 20.9 of the FIVB Sports Regulations requires a decision *ex aequo et bono.* Thus, the FIVB Tribunal Judge will decide the dispute *ex aequo et bono*.

41. In substance, it is generally considered that an arbitrator or judge deciding *ex aequo et bono* receives "*a mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he/she must stick to the circumstances of the case*" (POUDRET/BESSON, Comparative Law of International Arbitration, London 2007, No. 717, pp. 625-626). Therefore, the FIVB Tribunal Judge is competent and authorized to apply general considerations of justice and fairness without reference to any particular national or international law.

42. In light of the foregoing, the FIVB Tribunal Judge decides as follows:

6.2 Findings

43. In the Decision, the Player has been awarded the amount of USD 54,200.00 in outstanding compensation and USD 5,420.00 as a penalty according to the Termination Agreement.

44. It is undisputed that the Club paid to the Player USD 15,800.00 out of the USD 70,000.00 agreed under the Termination Agreement.

45. In essence, the Club does not refuse its general obligation to pay the amounts agreed under the Termination Agreement but requests fair treatment considering "*unpredictable*" circumstances and a reduction of the amounts awarded to the Player in the Decision because of the difficult economic situation in Argentina. The Player argues that the difficult economic situation in Argentina does not and should not affect the Club´s obligation to fully fulfil the Termination Agreement.

46. The FIVB Tribunal Judge will first examine the Club's obligation for payment of the outstanding compensation agreed under clauses 2 and 3 of the Termination Agreement (see section 6.2.1 below) and, thereafter, the Club's obligation for payment of a penalty as agreed under clause 8 of the Termination Agreement (see section 6.2.2 below).

6.2.1 The outstanding compensation

47. Both Parties willingly and voluntarily signed the Termination Agreement dated 26 December 2017 which clearly establishes that the Player is entitled to receive a total compensation of USD 70,000.00. The FIVB Tribunal Judge notes that the validity of the Termination Agreement and the general obligation that arose out of it has not been questioned by any of the Parties. However, the Club is requesting a reduction due to economic reasons. Moreover, the FIVB Tribunal has taken note that the Decision already considered the "*economic situation in Argentina*" in the Decision (see section 3.3.1 of the Decision).

48. The Club now argues that "*payment of the adjusted amount should be deferred in the light of the theory of unpredictability*" and that the principles of justice and fairness should be applied, *inter alia*, by taking "*local effects in Argentina*" into consideration. The Club especially refers to

the time period between the date of hiring the Player (summer 2017) and the date of undertaking the payment commitment resulting from the Termination Agreement (20 April 2018[2] the latest).

49. In the present decision, the FIVB Tribunal Judge takes into account the economic situation in Argentina and its negative consequences but, in line with standing jurisprudence, fully confirms the argumentation in the Decision that financial difficulties do not justify a non-payment of a contractual obligation which both Parties willingly agreed (see last sentence of section 3.3.1 of the Decision: "*While the FIVB appreciates current economic situation in Argentina, it has consistently found that financial difficulties do not justify non-payment of a contractual obligation.*").

50. The Termination Agreement was signed on 26 December 2017, indicating payment dates by no later than 20 April 2018, while the Player filed his first instance complaint with the FIVB on 6 March 2019, i.e. more than ten (10) months later. Additionally, the Decision of 11 November 2019 already took the Club´s financial arguments into consideration. Therefore, any arguments related to the time up to the Decision have already been presented to the FIVB in the first instance and the Club now just requests the FIVB Tribunal to review those arguments. Only the arguments referring to the new Argentinean government as of December 2019 are new information provided only to the FIVB Tribunal.

51. When concluding the Termination Agreement on 26 December 2017, the Club was aware of the economic situation in Argentina and aware of its own financial situation at that time. Thus, the Club´s decision to agree to pay USD 70,000.00 by 20 April 2018 at the latest, was made with full knowledge of those circumstances. The Club should have taken into consideration possible changes to the exchange rate between ARS and USD in order to incorporate the issue into the Termination Agreement. However, the Club apparently failed to do so as no such clause is included in the Termination Agreement. Therefore, the risk of any change of exchange rates has to be borne by both Parties, in the present case to the detriment of the Club (but, hypothetically, also possibly to the detriment of the Player if the exchange rate had changed in the other

[2] Clause 3 of the Termination Agreement reads „*before April 20th 2017*". However, as the Termination Agreement was signed on 26 December 2017, this appears to be a typo and the payment date was actually set to 20 April 2018 as also mentioned in clause 8 of the Termination Agreement (the same applies for the date mentioned in clause 2 of the Termination Agreement, i.e. „*before February 20th 2017*", which has to be understood as payment by 20 February 2018).

direction). This also applies in the event of governmental policies concerning currency exchange which is outside the control of any of the Parties to a contract.

52. In this context, one has to take into consideration that the Termination Agreement is a contract between an Argentinean club and a Serbian player. For such an international contract and in light of the principle *pacta sunt servanda*, "local effects" related to only one of the Parties need a special legal justification to amend the contract to the detriment of the other party. In fact, it is also a matter of fairness to fulfil a voluntarily signed contract, especially if it relates only to monetary debts which cannot *per se* be deemed impossible to honour.

53. Additionally, the "payment proposal" made by the Player in his Answer (ten equal instalments) shows the Player´s repeated willingness to find an effective solution to the present dispute. Since entering into the Termination Agreement, the Club had more than three (3) years to comply with the obligations it had committed to on 26 December 2017. Furthermore, since the Decision of 11 November 2019, the Club had more than one (1) year to pay further amounts to the Player, at the very least by instalments. Thus, any financial difficulties of the Club to pay the outstanding amount by 20 April 2018 cannot be a reasonable and legally justified reason for non-payment of any amounts until today. For this reason, the Club´s request for payment of the outstanding amount by instalments is not granted.

54. Deciding *ex aequo et bono* and taking into consideration, in particular, the equitable principle of *pacta sunt servanda*, the FIVB Tribunal Judge holds that the Club is obliged to pay to the Player the full outstanding compensation in the amount of USD 54,200.00.

6.2.2 The late payment penalty

55. Under the Termination Agreement, the Parties agreed on a late payment penalty clause. Clause 8 of the Termination Agreement provides for a contractual penalty of "*10% of any amounts that may be owed under this AGREEMENT within 15 days upon notice to the INSTITUTION*" if the Club fails to make full payment before 20 April 2018. It is uncontested that the Club failed to make the full payment agreed, i.e. USD 70,000.00, but only paid USD 15,800.00.

56. In line with respective jurisprudence, the FIVB Tribunal Judge confirms the finding in the Decision that a penalty of 10% is not excessive but rather proportional in the present case. When

examining the proportionality of a penalty clause, one has to take into consideration, *inter alia*, the total amount of the penalty compared to the principal amount and the time that the debt has been outstanding. In the present case, the Parties agreed a lump sum penalty of 10% of amounts outstanding on a specific date, thus, the total amount of any penalty was limited to USD 7,000.00 the maximum. According to the Decision, only the amount of USD 54,200.00 was outstanding at the date specified (20 April 2018), which is uncontested by the Parties. As such, the penalty amounts to a lump sum of USD 5,420.00 in the present case. Taking into account the time elapsed since 20 April 2018 as well as the jurisprudence of the FIVB Tribunal regarding interest rates of 5% *per annum*, the contractual penalty rate of 10% is proportionate.

57. Moreover, no reduction shall be granted. The Club argues that the payment default had only been a consequence of the economic situation in Argentina and, therefore, the penalty should be rejected or reduced. However, the FIVB Tribunal Judge finds that the circumstances of the Club´s default do not justify any reduction. In line with the Decision and for the reasons already explained above (see paras 47 et seq.), the FIVB Tribunal Judge holds that the Club was – or at least should have been – aware of the risk that it was taking at the time it agreed to the penalty clause including the risk of changes in the ARS-USD exchange rate. In addition, the Club has not provided any evidence of specific financial problems regarding its own budget. Rather, the Club just invokes in a very general way the financial situation of Argentina. Thus, the Club has failed to prove that it is not at fault for not paying the amounts agreed and in a timely manner in accordance with clauses 2 and 3 of the Termination Agreement.

58. Consequently, in accordance with clause 8 of the Termination Agreement and the principle of *pacta sunt servanda*, the Club is obliged to pay a penalty of 10% of the amount outstanding on 20 April 2018 and until today, i.e. USD 5,420.00 (USD 70,000.00 - USD 15,800.00 = USD 54,200.00 and USD 54,200.00 * 10% = USD 5,420.00).

6.2.3 Summary

59. The Player is entitled to the outstanding compensation in the amount of USD 54,200.00 as awarded in the Decision. Furthermore, the Player is entitled to a late payment penalty in the amount of USD 5,420.00 as awarded in the Decision.

60. Consequently, the Club's Request for Review is fully dismissed.

6.3 Costs

61. In the Decision, the FIVB ordered the Club to reimburse the full amount of the first instance handling fee of CHF 500.00 to the Player. Given that the Decision is fully upheld, the FIVB Tribunal Judge confirms the decision on costs under section 3.3.3 of the Decision.

62. Article 20.11.2 of the FIVB Sports Regulations allows the prevailing party to be granted a contribution towards legal fees and expenses (including the applicable handling fee). However, legal fees must be reasonable and are limited to fees related to the proceedings before the FIVB Tribunal. When determining the contribution, the FIVB Tribunal Judge must take into account the outcome of the proceedings as well as the conduct and financial resources of the Parties.

63. The Club paid a handling fee of CHF 1,500.00. Given that the Club's Request for Review is fully dismissed, the FIVB Tribunal Judge finds that the Club has to bear the full handling fee.

64. The Parties filed submissions on costs by which the Player states legal costs in the total amount of USD 1,150.00 (legal fees for writing a complaint in the amount of USD 400.00 and five submissions for USD 150.00 each) plus CHF 500.00 ("*Costs for the appeal fee*"). The FIVB Tribunal Judge understands that the Player´s account of costs contains legal fees and costs related to both, the first instance proceedings and the present proceedings before the FIVB Tribunal. However, according to Article 20.11.2 of the FIVB Sports Regulations, a contribution to legal fees is limited to fees related to the present proceedings ("*a contribution towards its reasonable legal fees and other expenses incurred in connection with the proceedings*"). While the Player filed his "*Complaint (petition) for the FIVB*" and several submissions in the first instance proceedings, in the present proceedings before the FIVB Tribunal, the Player filed only his Answer and submitted several emails. Moreover, the Decision already awards reimbursement of the first instance handling fee of CHF 500.00. Additionally, the Decision states in its section 3.3.3 that "*neither party requested reimbursement of any further costs, no order will be made in this regard*".

65. Consequently, and in accordance with Article 20.11.2 of the FIVB Sports Regulations, the FIVB Tribunal Judge finds that the Club´s contribution towards the Player´s reasonable legal fees and expenses related to the proceedings before the FIVB Tribunal shall be USD 300.00.

DECISION

66. For the reasons set forth above, the FIVB Tribunal Judge decides as follows:

1. **The Request for Review filed by Club Ciudad de Bolivar on 25 November 2019 is fully dismissed.**

2. **The decision rendered by the FIVB in CF 162/2019 dated 11 November 2019 is fully confirmed.**

3. **Club Ciudad de Bolivar shall bear its own legal fees and expenses including the applicable handling fee. In addition, Club Ciudad de Bolivar shall pay the amount of USD 300.00 to Mr Milos Nikic as a compensation towards his reasonable legal fees and expenses.**

4. **Any other requests for relief are dismissed.**

Lausanne, seat of the proceedings, 3 March 2021

Dr Karsten Hofmann

FIVB Tribunal Chairperson

NOTICE OF APPEALS

An appeal may be filed against this decision exclusively before the Court of Arbitration for Sport (CAS), in accordance with

a) Article 20.12 of the FIVB Sports Regulations which provides as follows:

> *"Decisions of the FIVB Tribunal can only be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland and any such appeal must be lodged with CAS within twenty-one (21) days from the receipt of the decision. The CAS shall decide the appeal ex aequo et bono and in accordance with the Code of Sports-related Arbitration, in particular the Special Provisions Applicable to the Appeal Arbitration Procedure."*

b) The CAS Code of Sport-related Arbitration, which is available under www.tas-cas.org.

The address and contact details of the CAS are the following:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne, Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
email: info@tas-cas.org

In the event of an appeal, this decision shall remain in effect while under appeal unless the CAS orders otherwise.