

# REGULATIONS FOR THE SWEDISH FOOTBALL ASSOCIATION'S ARBITRATION TRIBUNAL

On 17 December 2020, the Board of the Swedish Football Association adopted the following Regulations for the Association's Arbitration Tribunal in accordance with Section 49 of the Association's Articles of Association. The Regulations are also applied to disputes that arose prior to this date.

## JURISDICTION

- 1 The Arbitration Tribunal shall, except where another special scheme is prescribed in the Swedish Football Association's Articles of Association, competition rules or regulations, hear disputes in which the parties are direct or indirect members of the Fédération Internationale de Football Association (FIFA), the Union des Associations Européennes de Football (UEFA), the Swedish Football Association or an association within the above organisations. The Arbitration Tribunal shall also try any disputes where one of the parties, directly or indirectly, is a member of one of the above listed organisations and the parties, in their arbitration agreement, have designated that the Arbitration Tribunal shall try any disputes.

## COMPOSITION

- 2 The Arbitration Tribunal shall consist of one or, if a party requests so, three arbitrators. The Chairman is appointed by the Board of the Swedish Football Association from a list of lawyers, who shall have court experience and a background within sports. The Board of the Swedish Football Association may authorise the General Secretary of the Swedish Football Association or another person to appoint an arbitrator in the Board of the Swedish Football Association's place. If the Swedish Football Association is a party to the dispute, the Chairman shall be appointed by the Executive Committee of the Swedish Sports Confederation (Riksidrottsstyrelsen).

A party's request that the Tribunal shall consist of three arbitrators, must be included in its first submission to the Tribunal. If the Tribunal is to consist of three arbitrators, each party shall appoint one arbitrator and include the address, telephone number and e-mail address of its appointed arbitrator. If the respondent, despite being ordered so, does not submit a statement, the Tribunal shall consist of one arbitrator if the claimant has not requested otherwise.

If the Tribunal is to consist of three arbitrators, and either party fails to appoint an arbitrator, the Board of the Swedish Football Association shall appoint an arbitrator for that party.

Anyone who is a member of an association that is a party to the dispute, or has been the representative of a party or provided advice in the dispute or is disqualified in any other way, may not be appointed as an arbitrator.

## PROCEDURE

- 3 A party who wishes to instigate proceedings, shall file a request for arbitration with the Swedish Football Association, which shall appoint the Chairman within seven days of having received the request. The request shall contain:
  - the parties' and their representatives' names and addresses, phone numbers, and email addresses,
  - a summary of the dispute, and,
  - a statement of the relief sought by the Claimant.

If the request for arbitration does not fulfil the criteria set out above, the party shall be ordered to complete the request for arbitration. If the party does not adhere to such order, and the request for arbitration is so incomplete that it cannot be used as a basis for legal proceedings without considerable inconvenience, the Chairman shall dismiss the request for arbitration. The request for arbitration shall also be dismissed if it is evident that the Tribunal lacks jurisdiction to try the dispute.

If the request for arbitration is clearly unfounded the Tribunal may make an award immediately.

- 4 The Chairman shall chair the work of the Tribunal. He shall, among other things, decide on time and place for the Tribunal to meet, issue notices to attend, take care of other clerical work and chair the negotiations.

Even if the Arbitration Tribunal is to consist of three arbitrators, a preliminary hearing may be held with the Chairman alone.

The Chairman shall be entitled to retain a secretary during the proceedings.

- 5 The Arbitration Tribunal shall hear the dispute impartially, expeditiously and speedily. It shall also, to the greatest possible extent, comply with the parties' wishes for the procedure. If the Tribunal does not decide otherwise, the language of the proceedings shall be Swedish.
- 6 The parties shall be given the opportunity to cite the circumstances on which they want to rely on in the dispute.

The Tribunal may notify the parties that the preparatory proceedings shall be deemed closed at a later fixed time. In such a case, a party may after the fixed time refer to new circumstances or new evidence only if

a) the party makes it probable that the party had a reasonable cause not to cite the circumstance or evidence earlier, or

b) the closing of the proceedings is not substantially delayed if the citing is permitted.

In the notification, the parties shall be informed of its consequences.

If a party fails to elaborate on its claim, the Arbitration Tribunal may decide the case on the basis of the facts available.

A party shall be deemed to have received the documentation in the dispute, if the documentation has been delivered either to the party's mail address or e-mail address registered in the Swedish Football Association's shared information system or to another address stated by that party.

- 7 At the request of a party, the Arbitration Tribunal may cross-examine the party or others on who the party relies.

If there are special reasons to do so, the Arbitration Tribunal may, on its own initiative, obtain documents or other information, and summon a party or others to be heard in the dispute. Persons may be cross-examined through audio transmission or audio and video transmission if appropriate considering the nature of the evidence and other circumstances or if a personal appearance would entail costs or inconvenience disproportionate to the importance of the cross-examination being held in person before the Tribunal.

The Swedish FA and its affiliated regional organisations, clubs and sports limited companies are obliged to provide the Tribunal with documents and other information if the Tribunal so requires.

The Tribunal may document oral examinations, as well as other parts of the Tribunal's oral hearings, through audio recording or audio- and video recording.

- 8 Only a person deemed suitable may appear as a party's representative in the proceedings. When the representative is shown to be unskilled, imprudent or otherwise considered unsuitable, the Tribunal may dismiss him/her as representative in the proceedings.

If a party's representative is dismissed, the party shall be given opportunity to designate a new representative.

#### **VOTING, AWARD AND DECISION**

- 9 The Arbitration Tribunal shall decide the dispute by making an award. Any other decisions by the Tribunal shall be issued as orders.

Unless prevented from doing so on account of the scope of the dispute or other special circumstances, the Arbitration Tribunal shall issue an award within three months from when the request for arbitration was received by the Swedish Football Association. With respect to disputes concerning ongoing player agreements, the course of the proceedings shall be especially speedily.

The award shall be made in writing and be signed by the arbitrators. The award shall state:

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- who has issued the award,
- the date and seat of arbitration,
- the parties and their counsel,
- the decision,
- the claims and the objections of the parties, and the circumstances upon which those are based, and,
- the reasons upon which the award is based.

If there was a difference of opinion, this must be stated in the award.

- 10 Before the Arbitration Tribunal makes an award in the dispute, deliberations must take place.

If there is a difference of opinion during the deliberations, the arbitrators shall vote. Following a vote, the opinion represented by the majority of the Tribunal shall prevail. If there are more than two opinions, the opinion represented by the Chairman shall prevail.

- 11 An award may not be passed on anything other than the party's claim and it may not be based on circumstances other than those on which the parties relied or which emerged otherwise during the proceedings.

- 12 If the parties reach an amicable settlement, the Arbitration Tribunal may, at their request, confirm the amicable settlement via an award.

Even if the Arbitration Tribunal shall consist of three arbitrators, the Chairman may, on his own, confirm an amicable settlement through an award.

The Chairman may, on his own, decide to dismiss a case.

- 13 An award has immediate effect, if not decided otherwise.

A party may, to the general courts, bring claims related to the remuneration of the arbitrators and the Secretary. Such claim shall be submitted to the general courts no later than two months after which the party received the award. The award must contain a clear instruction on how to bring such claim.

## **COSTS**

- 14 Each party shall pay its own costs, including costs related to witnesses or other persons examined on the party's request, interpretation and translation and, when applicable, the costs of the arbitrator it has appointed.

The costs of the Chairman and the Secretary shall be divided equally between the parties. The parties are always jointly and severally liable for these costs.

The Arbitration Tribunal may request security, in the form of advance payment, for its remuneration and costs. Where a party fails to provide its share of the requested security within the period specified by the Arbitration Tribunal, the other party may provide the entire security. Where the requested security is not provided, the Arbitration Tribunal may terminate the proceedings, in whole or in part.

Costs for the production of evidence or any other inquiry that the Arbitration Tribunal has decided upon on its own initiative shall be divided equally between the parties.

If a party instigated arbitration proceedings without the other party having given cause for such proceedings, if a party intentionally or negligently caused unnecessary proceedings in some other way, or if a party or its counsel, through evident ineptness, has obstructed or delayed the proceedings, the Arbitration Tribunal may decide that that party must compensate the other party, in full or partly, for its legal costs and/or pay all or more than half of the remuneration to the Chairman and the Secretary.

If a representative of a party or the party's counsel has incurred costs through carelessness or oversight, the Arbitration Tribunal may order him to, jointly with the party, compensate such costs.

The parties may jointly decide on a cost distribution other than that prescribed above.

Following a report from the Chairman, a club or a sporting limited liability company (IdrottsAB) that fails to pay the Chairman and Secretary's compensation may, until such compensation is paid, be subjected to a national or international transfer ban by the Swedish Football Association's Disciplinary Committee in accordance with the Swedish Football Association's

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competition regulations.

**SECRECY**

- 15 The arbitrators, Secretary, and the coordination secretariat or any person who has assisted the Arbitration Tribunal may not unduly disclose the content of the Tribunal's award or anything else discussed in the dispute.

**COORDINATION SECRETARIAT**

- 16 The Board of the Swedish Football Association may appoint the General Secretary of the Swedish Football Association or other person to administer the operation according to these regulations.

The administrative work involves, among other things:

- registering all cases reported to the Swedish Football Association
- listing and compiling, every year, the Arbitration Tribunal's awards and final decisions
- being responsible for archiving the documents in the Arbitration Tribunal's cases and ensuring that the documents are destroyed when two years have passed since a final decision was made on a case, unless there are special reasons not to do so
- being the contact between the Board of the Swedish Football Association and the Arbitration Tribunal.