CAS Mediation

Potential and Future Development

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'You cannot legislate good behaviour'

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Abstract

CAS Mediation deserves to be better known and promoted. Mediation allows swift resolution of sport related disputes in the interest of athletes, trainers, clubs, sports federations and generally all actors and stakeholders. The present contribution examines the current Mediation rules of the CAS and formulates recommendations for improvement. The systematic inclusion of med-arb provisions making mediation mandatory as a first step in the dispute resolution process, the possibility for Federations to organize internal mediation in addition to CAS mediation, and the change of name of the CAS-TAS are some of the topics addressed in the present article.

Introduction

Everyone knows about the Court of Arbitration for Sport (CAS) today. The Court made international headlines with the Russian doping case, days before the opening of the Rio Olympic Games. There have been times when the CAS has been more discreet. The adoption of the Mediation Rules and the practice of mediation at the CAS is one of these instances. The present article is a reflection on what has been done in the field of mediation at the CAS, and how to improve the use of mediation in the interest of all stakeholders. The last changes of the Mediation rules are in force since January 1, 2016[1]. CAS Mediation has a large potential for resolving sport related disputes. As Meroni rightly states: *"...the world of sport needs an alternative, better, richer, sophisticated and more nuances and suitable system of dispute resolution"* (Mironi 2016, §7). The more systematic use of mediation would meet this need.

[1] CAS Mediation rules: http://www.tas-cas.org/en/mediation/rules.html

CAS Mediation – Brief History

The Court of Arbitration for Sport (CAS) was founded in 1984. The CAS is dedicated to dispute resolution in the world of sport. The original idea was to create a separate and specialized body to help clubs, athletes, trainers, sports federations and generally all stakeholders resolve disputes independently from any sport federation or national court system. Over the years, the CAS has gained recognition as a specialized, independent and neutral arbitration institution in a multicultural environment. In disputes brought before the CAS, stakes are usually important in terms of finance, image, reputation, time and sport's career.

The specificities of the world of sport and the need for an independent venue contributed to the success and international reputation of the CAS.

In 1994, the International Council of Arbitration for Sport (ICAS) was established to manage the CAS and its financing, safeguard the independence of the institution and allow the CAS to assume its role as a dispute resolution institution through arbitration. In 1999, the CAS adopted the Mediation Rules. The CAS realized that it was necessary to

diversify dispute resolution services and implement mediation.[2] The rules have been amended over time and their latest version dates back to 1st January 2016.

Arbitration and Mediation are complementary processes. Arbitration offers an adjudicative procedure to deal with disputes whereas mediation allows the parties to find solutions by engaging in assisted negotiation with the help of a CAS mediator. Mediation provides a confidential setting and allows preserving relationships when possible.

A number of mediators from different countries and legal cultures are appointed by the CAS.[3] For several years, mediation remained barely known and rarely used. To this day, CAS has registered approximately sixty mediation procedures.[4] In 2016, ten mediation procedures were administered by CAS, among which six were successfully terminated and three were cancelled (i.e., before the mediation meeting took place) and one was still pending mid-January 2017. It is interesting to note that all ten mediation procedures in 2016 were related to football, as many arbitration cases do. One mediation was of disciplinary/governance nature and the others were commercial disputes.[5]

This recent increase in the number of CAS mediation cases -although not impressive as to the actual number, but significant because the number of cases doubled this past year- is certainly due to CAS efforts to inform about mediation by systematically proposing CAS mediation when a new arbitration procedure is registered and also to the general awareness of the advantages of mediation as a dispute resolution process.[6]

In a further effort to promote mediation, the CAS organized its first conference on mediation in May 2014 at the Olympic museum in Lausanne. The conference was preceded by a workshop for CAS mediators from around the world. The two days were a success, attracting 130 participants (sport professionals, arbitrators, mediators and representatives of sport federations) from over 40 countries.[7] Although mediation may have slightly distinct characteristics in different languages and legal cultures, CAS rules makes it possible to have one set of rules to use in relation to sport disputes.

[2] Today, there are four entry doors at the CAS: (1) Ordinary Arbitration, (2) Appeal Arbitration, (3) Mediation (since 1999) and (4) Ad-hoc divisions of the CAS– to swiftly settle disputes during major world sport events such as the Olympic games (since 1996 – decisions often reached within 24h to allow the games to continue).

[3] The list of CAS mediators with a short biography is available under: http://www.tas-cas.org/en/mediation/list-of-mediators.html.

[4] If we compare this number with the number of arbitration procedures administered by the CAS annually, it seems indeed very low. However, there is without a doubt a growing interest for mediation in general and in the world a sport specifically as indicated in the increasing number of articles published on this topic.

[5] The authors owe a very special thank to Ms. Despina Mavromati, Head of research and mediation at CAS, for her valuable contribution of the above mentioned not yet published recent statistics.

[6] Mediation was suggested by CAS only in ordinary procedures until 2014. Since then, CAS systematically proposes mediation in both ordinary and appeal procedures see Mavromati, "Mediation", p. 27.

[7] The CAS published the workshop and conference report, see Mavromati, "Prospects."

CAS Mediation Rules – Overview[8] and Suggestions for Improvements

Definition

According to art.1 of CAS mediation rules,[9]

> *"CAS mediation is a non-binding and informal procedure, based on an agreement to mediate in which each party undertakes to attempt in good faith to negotiate with the other party with a view of settling a sport related dispute. The parties are assisted in their negotiation by a CAS mediator."*

The definition of mediation, as provided by CAS rules, is quite standard. Mediation is intended primarily for contractual disputes, although, in certain cases, if all the parties agree, disciplinary matters[10] may be submitted to CAS mediation (art. 1 §2). Doping issues, match fixing and corruption cases are excluded from CAS mediation.

As soon as the dispute arises, the parties may engage in CAS mediation and do so at any stage of the conflict. This means that the parties do not have to follow the adjudicative procedures provided for in the Federation statutes at the national or international level before going to CAS mediation. This is quite different from cases when CAS has jurisdiction as an appellate court in arbitration when the litigants must exhaust all internal procedural stages.

CAS mediation rules offer peculiarities when compared with other sets of international mediation rules.[11] This is the case for the representation of the parties (2.2) and the role of the mediator (2.3). There is also room for improvement in the drafting of the rule regarding the focus on settlement (2.4) and the need to make mediation more compelling at the outset with a mandatory process (2.5).

Representation of the Parties

One of the peculiarities of CAS mediation rules is the possibility for parties to be "represented or assisted" in the mediation.[12] When assisted, the parties will be present and engage in the mediation process. On the contrary, representation in this context means that the party will not be present at the mediation and that "the representative must have full written authority to settle the dispute alone, without needing to consult the party she/he is

[8] CAS Mediation Rules of January 1, 2016.
[9] CAS Mediation rules: http://www.tas-cas.org/en/mediation/rules.html.
[10] Many disputes encompass both aspects, contractual and disciplinary, since the disciplinary aspect derives from the alleged violation of the contract: see e.g. transfer cases in football where the player goes to another new club without the end of his contract with the current club. See for instance, CAS Award of 2 July 2013 rendered in Arbitrations CAS 2013/A/3091, 3092 and 3093 involving Al Nasr Sports Club, FC Nantes, FIFA and the player Ismaël Bangoura. In such "mixed" cases, there is room for splitting disciplinary and commercial aspects and using both arbitration and mediation processes combined.
[11] A comparison can be made with ICC Mediation rules, CEDR rules, CEPANI rules, CMAP rules, or WIPO rules.
[12] Art. 7 – CAS Mediation Rules.

representing".[13]

This may have simply been a "cut and paste" from CAS arbitration rules. However, the impact is different in the mediation process. It is usually considered that the parties should be present at the mediation in order for the process itself to work best as it is based on the good faith of personal involvement of the parties - and their counsel, as the case may be - to try and find a solution to the dispute. It is interesting to note in this regard that CAS includes the possibility of handling online processes as a valuable tool for impecunious athletes who are not in a position to finance a trip from their home country to CAS' seat in Lausanne (Mavromati, 2014, p. 27).

Recommendation: Making it mandatory for parties to be present, even if assisted, may be a better choice for CAS mediation. The promotion of phone and online mediation practice could be a way to allow more "presence" of the parties to the mediation. The presence of the parties in dispute allows mediation to offer its full potential, discuss related issues that may not have been considered at first, even if it may be uncomfortable at first. This opens the door to maintaining relationships between the parties who may continue to interact or encounter each other in the small world of sport with different titles and functions over time.[14] The presence of the parties may be useful even if there will be no further interaction between the parties, because the process will in many cases allow closure and appeasement.

Role of the Mediator

Another particularity of CAS mediation is the possibility for the mediator to propose solutions.[15] The rules do provide that the mediator may not impose a solution to either party (art.9 §2).

Most mediation rules, whether international or national, provide specifically that the mediator should not give his/her opinion or offer solutions.[16] In this sense, CAS mediation rules stand out. In most countries, an amicable dispute resolution process where the neutral offers solutions is called conciliation and not mediation. This is not simply an academic distinction. Mediation and conciliation are different processes with specific sets of rules, the frontiers of which vary from one jurisdiction to another (Guy-Ecabert, 2011 Mirimanoff, 2016, p. 226). CAS chose to make mediation closer to conciliation than in most jurisdictions.

Recommendation: Providing that the mediator may offer solutions to the parties usually comes from the idea that this is the only way to move forward, to be concrete and not get caught in endless discussions. This is however a

[13] Art.7 §3 – CAS Mediation Rules.

[14] Indeed, an athlete today may become a coach/trainer/arbitrator tomorrow or become involved in the management of a sport federation or in sport's related media or commerce.

[15] Art. 9 c – CAS Mediation Rules.

[16] The extent to which a mediator participates in the search for solutions vary from one judicial culture to another. There is a variety of practices. It may also depend on the phases of the mediation process and the profile of the mediator appointed (facilitative, evaluative, or transformative). Still the express invitation to propose a solution included in the CAS mediation rules stands out. In this sense, CAS mediation is clearly an evaluative mediation, see Gay, p. 24.

misconception of mediation in the sense that the role of the mediator is not to bring the parties where he/she wants them to go. It is a process in which the parties will decide the direction they want to take and the mediator assists them in this process. The role of the mediator is not so much to instruct the parties on the best solution to their dispute, but rather to allow the parties to have this conversation in a structured and confidential setting. Often, this space is exactly what is needed, allowing the parties to discuss and agree on issues in a way that suits them and not necessarily the mediator. This may happen in the mediation process even if the parties have been negotiating directly and through their respective counsels for a long time, then got stuck (Gay, 2012, p. 14-26). The dynamics and the organisation of the mediation process and the presence of a neutral will make the difference.[17]

Focus on Settlement

Reading the CAS mediation rules, it becomes apparent that the sole focus of the mediation process is to reach a settlement. In this sense, mediation will be a success if, and only if, a settlement is reached. Although it is evident that, if the parties reach an agreement, the mediation process is a success, mediation may also be useful in different ways, whether a settlement agreement is reached or not during the mediation process. Indeed, when a dispute arises, parties need a place to lay down their views, be heard, and when possible, reach a closure that each can take back and live with. Mediation may have allowed the parties to enter into dialogue again, and although no agreement was reached during mediation, the parties may very well reach a common understanding or a settlement at a later stage, in a more informal setting. It may be that mediation allowed the parties to see more clearly into the dispute to tackle the issues at stake and although arbitration is undertaken later, it may speed up the arbitration process substantially. For all these reasons, and in particular when no agreement is reached at the end of the mediation process, it seems that the sole focus of the CAS mediation rules on reaching a settlement may not have captured fully the essence of mediation and its potential in the world of sport.

Recommendation: It would be useful to revisit the Mediation rules with a broader view of what mediation can bring to the table. The CAS has the power and ability to define, introduce and develop a culture of mediation taking into consideration what mediation can offer as a dispute resolution process and not simply a short cut of the arbitration procedure.[18]

[17] It should be noted that conciliation also exists at the CAS in the ordinary arbitration process, (rule 42) or the appeal arbitration (rule 56 §2). It is important to notice that this conciliation refers to the power of "amicable settlement" of the arbitrator. No more. It is not a separate conciliation procedure parallel to or prior to the arbitration, with a different neutral. It is an effort, if the parties agree and truly engage in the conciliation effort with the help of the arbitrator, to settle the dispute amicably. Conciliation is neither a mandatory process, nor a step in the arbitration procedure. If the parties reach an agreement during the conciliation, it will be included in the arbitration award by the arbitrator.

[18] In this respect, see also Mironi,

A Voluntary Process – Mandatory Mediation

As of today, CAS mediation is a voluntary process. It starts with an agreement to mediate when the dispute arises or a mediation clause in a contract.[19] There is otherwise no possibility to force anyone to engage in mediation. This is quite common in many countries and institutionalised mediation rules. There are many ways to promote mediation and one of them is to make the use of mediation mandatory as a first step to resolve the dispute.

Recommendation: CAS has taken the stand so far of not making the mediation process a mandatory step before arbitral proceedings are commenced. CAS should consider including a default mandatory[20] med-arb clause in its rules. What would be the advantages of doing so?

First, mediation could have a "funnel effect" according to which it would limit the number of litigious topics to be later resolved by arbitration.

Second, the med-arb two-step process allows for some chronological distance with the arbitration stage and helps parties realize that they are in control of the fate of their case if they are capable of agreeing on a mutually satisfactory solution. If the parties do not find an agreement during the mediation process, they know a third-party (the arbitrator) will then be empowered to solve the dispute in a way they do not control anymore. In this respect, a med-arb clause could be seen as "mediation with muscle," inasmuch as the parties are made aware of their potential loss of control which would incentivise a good faith negotiation.

Third, with such an approach, going to mediation (an assisted negotiation) would be as binding as going to arbitration (an adjudicative process). As seen above, mediation is a voluntary process and is, like arbitration,[21] known as a "creature of contract", hence consensual in nature. Arbitration, as an alternative dispute resolution method implying a waiver to resort to national courts, may only take place through the consent of the parties involved. However, the peculiar monopolistic structure of professional sport shows how "forced" arbitration can be. Indeed, where statutes of an

[19] Art. 2 - CAS Mediation rules. See also ATF 4A_628/2015 considering that the sanction for not respecting a mediation or conciliation clause in a contract results in the temporary incompetence of the arbitrator, and comment by Lévy.

[20] The CAS already provides for consensual Med-Arb clauses, combining both the advantages of the mediation process in terms of impact, time and cost and the assurance of a having a decision, even if it will be imposed on the parties by an arbitration award. See, model clauses provided by CAS on its website: http://www.tas-cas.org/en/mediation/standard-clauses.html.

[21] See, e.g., the USA where the Supreme Court notes that there is near universal agreement that arbitration is a creature of contract, and that a party is bound to arbitrate only to the extent that it has agreed to do so, and then only with regard to the specific issues that are contemplated by the party's arbitration agreement, see, e.g., Volt Information Services, Inc. v. Board of Trustees of Leland Stanford Jr. Univ., 489 U.S. 468, 469-470 (1989). See also, Landrove, p. 1 et seq. with case law and scholarly references. In addition, see Scherk v. Alberto-Culver Co., 417 U.S. 506, 519 (1974) ("The statute's [FAA's] underlying premise [is] that arbitration is a creature of contract.").

international sport's federation provide for CAS arbitration in their rules, an athlete has no choice but to become a member of the structure "as is" (i.e., with the arbitration obligation) if he/she wants to earn his/her living as a professional athlete. Consequently, his/her consent may not be considered to be totally free. However, this situation is viewed as acceptable by the Swiss Federal Court ("SFT").[22] The same reasoning would certainly hold for a mediation clause making it mandatory to initiate the assisted negotiation process, yet allowing the parties to opt-out at any stage.

As potential drawbacks (that in our view do not supersede the above mentioned advantages), one could theoretically imagine that a party does not genuinely participate in good faith in the mediation so as to delay tactically the process in order to reach the statute of limitations or to exhaust the other party.[23] Another potential drawback could be to follow the isolated and unsatisfactory practice provided for in the CAS rules of appointing a single person who would first act as mediator and then as arbitrator in the same case within the frame of a med-arb clause.[24] This "double hat" approach makes it very difficult for the mediation to be successful. It actually prevents parties from fully cooperating and exchanging information (as to notably their interests, needs and priorities) within the mediation process and no confidential information is disclosed during the private caucuses with the mediator for the parties fear this might, even unconsciously, be used in the second step of the process by the former mediator who became an arbitrator in the same case.[25]

Consequently, mandatory CAS mediation through a med-arb approach implying the appointment of a mediator and subsequently a different person as an arbitrator seems to be the most efficient way of promoting CAS mediation as well as fostering good and efficient governance of dispute resolution methods within CAS.[26]

Improving Governance in Sport Federations through the Implementation of Mediation in their Statutes

As a more general recommendation, it

[22] See, e.g., SFT decision ATF 133 III 235, 243-244, §4.3.2.2. On the issue of forced arbitration, see also Rigozzi, §§475 et seq. and 811 et seq. and cited references.

[23] Indeed, in most jurisdictions, commencing mediation, be it per se or as a first step of a multi-tiered dispute resolution clause such as a med-arb clause, does not suspend, let alone interrupt the running of the statute of limitations, see, e.g., EU: art. 8(1) Directive 2008/52/CE, as well as Résolution du Parlement européen du 13 septembre 2011 sur la mise en œuvre de la directive relative à la médiation (2011/2026(INI)) CH: art. 62 I et 213 I CPC / art. 135 ch. 2 CO.

[24] Art. 13 §3 of the CAS Mediation Rules; See also, e.g., 2007 Swiss Mediation Rules which still exceptionally authorize it (art. 22 al. 2).

[25] Accordingly, art. 13 §3 of the CAS Mediation Rules, which provides for the possibility of the mediator to act subsequently as an arbitrator if all parties agree, ought to be cancelled. On the fluctuating approach of the CAS to med-arb clauses with one neutral, prohibiting such practice until 2013, and then allowing for the same neutral to act as a mediator then an arbitrator, see Dutoit, §§45 et seq.

[26] On promoting mandatory mediation for sport related disputes, see Mironi, §7.2. For a governance study of a dispute resolution mechanism, although not dealing with mediation in particular, see WTO.

would be useful for the CAS to engage sport federations to include a mandatory CAS mediation clause in their statutes and rules. This would contribute to lessen the level of conflicts and disputes in the sport world by offering a dispute resolution mechanism based on restoring communication and allowing the parties to find solutions early on, without the cumbersome need to exhaust remedies within the pyramidal sports federation structure as required where dealing with arbitration.

The authors are aware that CAS proposes its services, but that the decision as to the inclusion of the mediation clauses in their statutes pertains to the federations, so that the issue might be better suited for ICAS (rather than for CAS) to address. Consequently, a different approach to CAS mediation, could be Federation mediation.

In some of the bigger federations, mediation services could be organized internally with independent mediators (appointed, selected and financed) by the federations.[27] As seen above, in other cases involving smaller federations recourse to CAS mediation with CAS mediators could be referred to.

In any case, Federations should make mediation a mandatory step (CAS mediation or Federation mediation), as is the case for internal decision making through arbitration at the CAS. Mediation should be made accessible and easy to initiate. This could give mediation a new dynamic and allow resolution of sport related disputes quickly with less harm done within the federations.

This would be an opt-out process – mandatory to enter into mediation and be present at one mediation session at least– in person or online. The mandatory character would only apply to the introduction of the process, not to its duration and not to reaching a settlement of course.[28]

The inclusion of mandatory mediation within sport federations and clubs is being implemented slowly. The European Clubs Association (ECA), the World Boxing Council (WBC) and the Canadian SDRCC[29] have pioneered in the field of mandatory mediation (Mironi 2016, §6). FIFA has recently appointed two mediators to deal with employment related disputes. In addition, a number of sport cases going to mediation are the result of mandatory mediation imposed by a specific jurisdiction through court-ordered mediation like in the United States.[30]

[27] In a comparable way as the inclusion of arbitration at the international federation level, as made by FIBA with BAT (Basketball Arbitration Tribunal), see http://www.fiba.com/bat.

[28] A number of countries have introduced mandatory mediation in their judicial system on a broad scale, like Italy with very good results; see Law Decree no. 69/2013, reintroducing mandatory mediation following a constitutional battle on Legislative decree no. 28/2010. There is currently a legislative project in Belgium to introduce mandatory mediation as well. Also in favor of mandatory mediation, see European Parliament Study.

[29] Canadian centralized dispute resolution system covering all fields of sport.

[30] See, e.g., 2011 NFL owners and players dispute went through mediation as ordered by the court, with involvement of multiple representatives from each side. See, BusinessWeek (June 9, 2011); WKRN (May 6, 2011). A similar possibility exists in

For the reasons stated above, mandatory federation mediation and mandatory CAS mediation ought to be put in place.

In addition to the already stated grounds for mandatory mediation inclusion one may consider the following:

- Mandatory mediation ought to be made available for both commercial and disciplinary proceedings, even where keeping in mind the prohibition in principle set by CAS as to doping, match-fixing and corruption cases (art. 1 §2 of CAS Mediation Rules).
- Such "in principle" prohibition ought to be refined in CAS Rules so as to state clearly that in such cases the principle of sanction is in no way jeopardized, but that the modalities of serving the sanction could be made more efficient and creative. Would it not be useful to leave some space for converting part of an athlete's suspension based on racial discriminatory remarks in an obligation to follow a course on the issue and on additional obligations to educate juniors in his/her sport on such issues during a period much longer than the initial suspension period? This is a solution mediation can achieve that no arbitration (where law is the single decisive parameter) could ever bring.[31]
- As is the case for CAS ordinary arbitration, mediation is confidential and should be able to prevent a negative image of the world of sport through discreet dispute resolution not automatically appearing on the newspapers headlines. Disputes could still be solved "within the sport family". As to disciplinary cases, transparency could be fully preserved by providing for the systematic publication of non-confidential parts of the agreed settlement such as the sanction modalities.
- CAS could also easily make a widespread publicity of mediation provisions in all sport related commercial contracts by suggesting the inclusion and the wording of a specific med-arb provision.
- The obstacles to mediation, such as the need for a clear decision that sets an examples or provides users with some transparent case-law in an unexplored topic are fairly unique and do not seem to overturn the general advantages of including mandatory mediation.
- The apparent obstacle of lack of enforcement of mediated settlements is being currently studied at the highest level to reach an equivalent of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.[32] When arbitration proceedings are pending, the settlement agreement reached in mediation, following a med-arb provision, can easily be included in

Switzerland, see art. 213 and 214 of the Code of Civil Procedure.

[31] Holding the same view, with a reference to the increased interest on restorative justice, see Mironi, §8.

[32] See, the so called NYC II project: The UNCITRAL Convention on Enforceability of Settlement Agreements Resulting from International Commercial Mediation At its forty-seventh session (New York, 7-18 July 2014), the UNCITRAL agreed that the Working Group should consider the issue of enforcement of settlement agreements resulting from international commercial mediation proceedings.

a consent award.[33] When there are no arbitration proceedings pending, the enforceability of the settlement agreement reached in CAS mediation should be pragmatically solved by a new CAS rule allowing the settlement agreement to be included in a consent award. The new CAS rule could provide an extra fee to be paid by the parties wishing a consent award to be rendered.

- Finally, there could be a choice of venue for the mediation process that would not infringe upon the fact that any settlement would be considered to have been reached at the CAS seat in Lausanne.

Conclusions on Fostering the Use of Mediation in Sport Disputes

Improving good governance of effective dispute resolution methods in sport is a challenge because there are no such things as two identical disputes and there is no single dispute resolution method ideal for each and every case. More often than not it is a combination of available alternative dispute resolution methods that appears to be the most effective tool. Keeping in mind the flexibility of mediation proceedings that can take place either before, in parallel, or even after arbitral proceedings,[34] mediation seems to be an effective dispute resolution tool per se and in combination with arbitration.

As internationally recognized, the use of mediation, is a good practice as it "results in significant benefits, such as reducing the instances where a dispute leads to the termination of a commercial relationship, facilitating the administration of international transactions by commercial parties and producing savings in the administration of justice."[35] When compared with arbitration, mediation offers "efficiency and flexibility, privacy and parties' autonomy, better discourse and more optimal substantive outcome, preserving, restoring and transforming business and personal relationships, sustainability of outcome – voluntary compliance and enforcement…". (Mironi 2016, §3).

Finally, in addition to revising the CAS Mediation Rules as developed in the present contribution, in particular with respect to mandatory mediation, the authors strongly recommend to rename the institution by keeping the acronyms CAS-TAS and make them CAS-CMS and TAS-CMS standing for "Center for Mediation for Sport" and in French "Centre de Médiation du Sport." The

[33] Which represents no novelty to CAS because it is the way frequently used when CAS conciliation is successful within the frame of pending arbitral proceedings; For information and statistics on CAS Conciliation. See Mavromati/Reeb, pp. 305-310 (for ordinary procedure) and pp. 495-502 (for appeal procedures).

[34] Again, an arbitral award may decide what the sanction is, and a subsequent mediation solve how the sanction ought to be served, see supra Section 3.

[35] As recognized by the United Nations Commission on International Trade Law ("UNCITRAL") in its Resolution 57/18 of 19 November 2002. See also, UNCITRAL Secretariat's Note of 28th November 2016, A/CN.9/WG.II/WP.200, including items to be discussed during its forthcoming Sixty-sixth session in New York, 6-10 February 2017.

authors believe that keeping the current name and adding the same acronyms in both English and French would be a strong signal of CAS changing gear and developing not only arbitration for sport related disputes, but also mediation with its full potential.

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