



UNITED STATES OLYMPIC & PARALYMPIC MOVEMENT ARBITRATION RULES

Pursuant to the Ted Stevens Olympic and Amateur Sports Act, the United States Olympic & Paralympic Committee (“USOPC”), with the concurrence of the National Governing Bodies Council and the Team USA Athletes’ Commission, has approved these United States Olympic & Paralympic Movement Arbitration Rules (“Rules”) to be used in arbitrations administered by the USOPC-designated arbitral body in arbitrations arising under the Sports Act, USOPC Bylaws, rules, policies and procedures, and or National Governing Body (“NGB”) Bylaws, rules, policies, and procedures, as applicable.

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RULE 1: APPLICABILITY

- a. Applicability of Rules. These Rules apply to arbitrations which arise under the Ted Stevens Olympic and Amateur Sports Act (“Sports Act”) and the Bylaws, rules, policies, or procedures of the USOPC and/or any NGB by which the arbitration is referred to the arbitral body designated by the USOPC pursuant to Section 220522(4) of the Sports Act (“Arbitral Body”) or as otherwise referred to the Arbitral Body. This includes, but is not limited to, arbitrations under:
 - i. Section 9 of the USOPC Bylaws;
 - ii. Section 10 of the USOPC Bylaws;
 - iii. Section 11 of the USOPC Bylaws;
 - iv. Section 220522(4)(B) of the Sports Act;
 - v. Section 220529 of the Sports Act;
 - vi. Other matters designated by the USOPC to be administered by the Arbitral Body, including but not limited to arbitration under the USOPC Athlete Safety Policy, USOPC Background Check Policy Procedures, arbitration as specified for USOPC Internally Managed Sports, and under the USOPC Dispute Resolution Policy and Dispute Resolution Hearing Procedures;
 - vii. Other matters designated by NGBs to be administered by the Arbitral Body, unless an NGB states explicitly in writing that other rules will apply.
- b. Date of Effect. These Rules and any amendments thereto shall apply in the form in effect at the time a matter is initiated under Rule 8.
- c. Exclusions.
 - i. These Rules do not apply to arbitrations under the United States Anti-Doping Agency (“USADA”) Protocol or any other matter or decision concerning an anti-doping rule violation being pursued by or adjudicated by USADA or any other signatory of the World Anti-Doping Agency.
 - ii. These Rules do not apply to a matter or decision concerning a SafeSport violation being pursued by or adjudicated by the U.S. Center for SafeSport.

RULE 2: CONFLICT WITH APPLICABLE LAW

If any of these Rules, or a modification of these Rules pursuant to Rule 5, is found to be in conflict with applicable law, then the applicable law will govern in the case of the Rule or modification found to be in conflict, but no other Rule shall be affected thereby.

RULE 3: CHOICE OF LAW

The arbitrator will apply the substantive law they deem most appropriate without regard to conflicts of law rules, unless there is an express agreement regarding choice of law by the parties.

RULE 4: DELEGATION OF DUTIES

Cases arising under Rule 1 shall be administered by the Arbitral Body designated by the USOPC, USOPC Athletes' Advisory Council, now known as the Team USA Athletes' Commission ("Team USA AC"), and the National Governing Bodies' Council ("NGBC") subject to these Rules and any additional requirements under the Sports Act or USOPC Bylaws.¹

RULE 5: MODIFICATION

Subject to approval by the arbitrator, these Rules may be altered by a written agreement signed by all parties to the arbitration and approved by the arbitrator, for purposes of that arbitration only, consistent with applicable law and the policies of the Arbitral Body.

RULE 6: ARBITRATOR POOL; ARBITRATOR ELIGIBILITY REQUIREMENTS

- a. Arbitrator Pool. The pool of arbitrators (the "Arbitrator Pool") shall consist of no more than thirty members appointed by the USOPC after consultation with the Team USA AC and NGBC. The USOPC will endeavor to appoint a diverse pool of qualified and experienced arbitrators. The USOPC may collaborate with the Arbitral Body to identify qualified candidates.
- b. References to Arbitrator. Any reference to the arbitrator in these rules will also refer to an arbitration panel consisting of multiple arbitrators, if applicable.
- c. Requirements of the Arbitral Body. All arbitrators in the Arbitrator Pool will meet and comply with the standard requirements and policies for arbitrators as set forth by the Arbitral Body.
- d. Training. All arbitrators in the Arbitrator Pool will receive specialized U.S. Olympic and Paralympic Movement training from the Arbitral Body either before serving, or within 90 days after appointment, as an arbitrator and at least once every three years thereafter for so long as they serve in the Arbitrator Pool. The training materials will be prepared by the USOPC in consultation with the Team USA AC and NGBC. Such training will be updated at least every three years. At the USOPC's request, the Chair will assist with the development and implementation of such training. The Arbitral Body will also provide any administrative training necessary for the arbitrators to effectively use any systems or technology provided by the Arbitral Body.
- e. Term Length. The arbitrators in the Arbitrator Pool will be appointed for three-year terms, unless earlier removed under these Rules. The first term shall run from January 1, 2024,² to December 31, 2024, and each term shall run consecutively thereafter. If an arbitrator joins the Arbitrator Pool in the middle of a term, then they will serve the remainder of the then-current term.

¹ "USOPC Bylaws" as used herein shall refer to the USOPC Bylaws, the USOPC Dispute Resolution Policy, and the USOPC Dispute Resolution Hearing Procedures, as amended from time to time.

² Notwithstanding anything to the contrary in this paragraph, arbitrators may begin serving in the Arbitrator Pool before January 1, 2024, and their first full term will begin January 1, 2024.

- f. Term Limits. There is no limit on the number of terms an arbitrator can be appointed, so long as they meet all the requirements in this Rule 6.
- g. Background Check Requirements. Any candidate will be required to submit to a background check before appointment and re-appointment, and has an ongoing obligation to report to the USOPC if they are arrested or criminally charged.
- h. SafeSport Training. Any candidate must complete U.S. Center for SafeSport training before appointment.
- i. Eligibility. Any candidate will not be eligible for the Arbitrator Pool if they have ever committed an anti-doping rule violation or a violation under the U.S. Center for SafeSport Code for the U.S. Olympic and Paralympic Movement (“SafeSport Code”). Arbitrators are required to disclose to the USOPC if they are charged with, or found to have committed, an anti-doping or SafeSport Code violation.
- j. Disqualification. During their term, an arbitrator’s failure to pass a background check, finding of a violation under the SafeSport Code, or failure to otherwise meet the eligibility criteria for an arbitrator under this Rule 6, shall disqualify the arbitrator from the Arbitrator Pool.
- k. Removal and Replacement. In the event an arbitrator dies, resigns, becomes incapacitated during the arbitrator’s term, or is removed, a new arbitrator may be appointed to the Arbitrator Pool for the remainder of the term, following the procedures set forth above. Incapacity of an arbitrator may be determined by either the USOPC, in consultation with the Team USA AC and NGBC, or upon a two-thirds (2/3) vote of the arbitrator’s fellow arbitrators in the Arbitrator Pool based on information establishing that the arbitrator is substantially impaired in performing their duties, which shall not require establishing legal incapacity. An arbitrator may also be removed from the Arbitrator Pool either by the USOPC, in consultation with the Team USA AC and NGBC, or upon a two-thirds (2/3) vote of the arbitrator’s fellow arbitrators in the Arbitrator Pool, based upon a serious ethical breach. The USOPC may also remove an arbitrator from the Arbitrator Pool for other good cause, in the USOPC’s discretion, in consultation with the Team USA AC and NGBC. However, an arbitrator may not be removed from the Arbitrator Pool based on disagreement with the arbitrator’s prior decision(s).

RULE 7: CHAIR OF THE ARBITRATOR POOL; CHAIR RESPONSIBILITIES

- a. Term Length. There will be a designated Chair of the Arbitrator Pool (“Chair”) who will be appointed for three-year terms, to run consecutively with the terms of the Arbitrator Pool, by the USOPC, in consultation with the Team USA AC and NGBC.
- b. Term Limits. There will be no limit on the number of terms a Chair may serve.
- c. Chair Responsibilities. The Chair has the following responsibilities:
 - i. Provide confidential advice and guidance to the Arbitrator Pool, as needed;
 - ii. Assist with the development and implementation of training under Rule 6(d);
 - iii. Determine objections to consolidation under Rule 20(g);
 - iv. Address joinder in limited circumstances under Rule 21(d);
 - v. Determine objections to an arbitrator’s service under Rule 23(c);
 - vi. Determine disqualification of an arbitrator under Rule 23(d);
 - vii. Interpret the meaning and application of these Rules as set forth under Rule 61;
 - viii. Provide such other services as set out in these Rules.

- d. Eligibility Requirements. The Chair of the Arbitrator Pool shall meet the eligibility requirements for the Arbitrator Pool set forth in Rule 6.
- e. Limitations. The Chair of the Arbitrator Pool may not serve as an arbitrator in arbitrations under these Rules while serving as Chair.
- f. Vacancy. In the event there is a vacancy in the Chair position, the Arbitral Body will be responsible for the Chair's responsibilities under Rule 7(c) for the period of such vacancy.

RULE 8: INITIATION REQUIREMENTS AND PROCEDURES

- a. Initiation Requirements. Arbitration is initiated under these Rules by the claimant (the party initiating arbitration) completing the following steps:
 - i. Filing a Demand for Arbitration (or otherwise initiating an arbitration in accordance with the Arbitral Body's requirements), including providing a clear and concise statement of the dispute and requested relief.
 - ii. Paying the applicable filing fee and their share of the applicable arbitrator compensation in advance, as set forth in the Arbitral Body's fee schedule.
 - iii. Submitting contact information for all parties to the arbitration to the extent known to claimant at the time.
 - iv. In a matter under Section 9 of the USOPC Bylaws or an opportunity to participate matter under Section 220522(4)(B) of the Sports Act, submitting a list of all individuals the claimant believes may be adversely affected by the arbitration.
 - v. In the case of an appeal on the record from a prior proceeding(s), submitting the decision being appealed.
- b. Method of Initiation. Initiation pursuant to subsection (a) above shall be accomplished through the Arbitral Body's website or as otherwise provided by the Arbitral Body.
- c. Reimbursement/Waiver of Filing Fee for Hardship. After completing the initiation requirements, including paying the applicable fees, the claimant may request reimbursement of the filing fee on the basis of hardship if and as provided for in the Arbitral Body's rules, policies, or procedures. If and as provided for in the Arbitral Body's rules, policies, or procedures, the claimant may instead request an advance waiver of the filing fee on the basis of hardship; however, the claimant remains responsible for initiating a matter by any applicable deadline.

RULE 9: COMMENCEMENT OF ARBITRATION

- a. Date of Commencement. The date of completion of initiation by the claimant pursuant to Rule 8 shall be the date of commencement of the arbitration. The Arbitral Body shall administratively determine whether a matter is commenced.
- b. Notification of Commencement. Upon commencement, the Arbitral Body shall promptly notify the claimant and respondent of the commencement of arbitration, the applicable response deadline, and will include a copy of the Demand for Arbitration and any supporting documents submitted by claimant. In matters under Section 9 of the USOPC Bylaws and Section 220522(4)(B) of the Sports Act, the Arbitral Body shall copy the USOPC Dispute Resolution Unit ("DRU") and the Office of the Athlete Ombuds on the notification. In matters under Section 10 or 11 of the USOPC Bylaws and Section 220522(4)(B) of the Sports Act, the Arbitral Body shall copy the DRU on the notification.

- c. Disputes as to Conditions Precedent, etc. If the parties dispute whether any condition precedent to commencement has been completed, including but not limited to any requirement to exhaust administrative remedies, or if an applicable time bar has lapsed, the dispute may be raised pursuant to Rule 11(d) with the arbitrator, who shall decide the issue after providing an opportunity for both sides to present their arguments.

RULE 10: AFFECTED PARTIES

- a. Respondent Submission of Affected Parties. In a matter under Section 9 of the USOPC Bylaws and in accordance with the provisions regarding affected parties therein, and other opportunity to participate disputes under Section 220522(4)(B) of the Sports Act, the respondent will promptly (and no later than the response deadline under Rule 11 or the deadline set by the Arbitral Body, whichever is earlier) submit to the Arbitral Body a list of individuals it believes may be adversely affected by the arbitration, along with relevant contact information.
- b. USOPC Submission of Affected Parties. In Section 9 cases, the USOPC may also submit a list of parties it believes may be adversely affected.
- c. Identification and Notification of Pool of Affected Parties. The arbitrator has the ultimate authority to determine which individuals will be included in the pool of affected parties, and affected parties will be notified pursuant to Section 9 of the USOPC Bylaws.
- d. Rights of Affected Parties and Binding Nature. Any individual identified as an affected party and so notified of the claim will have the option to participate in the arbitration as a party. If an individual is notified of the claim, then that individual will be bound by the decision of the arbitrator regardless of whether the individual chooses to participate.
- e. Costs and Expenses. Affected parties will not be responsible for arbitration costs and expenses in connection with claims or counterclaims made by the other parties.

RULE 11: RESPONSE AND COUNTERCLAIMS

- a. Response Deadline. Within fourteen (14) days of commencement of the arbitration or notice of a counterclaim, as applicable, or such lesser time as set under Rule 15 (Accelerated Proceedings) or Rule 16 (Expedited Proceedings), a respondent may file and serve a response to the Demand for Arbitration or a counterclaim, including any affirmative defenses, jurisdictional or arbitrability challenges, assertion of a time bar, or failure to exhaust administrative remedies or other assertions of failure to complete any conditions precedent to arbitration. The Arbitral Body may grant a reasonable extension of time for a response if the arbitrator has not yet been appointed.
- b. Deadline for Counterclaims. Subject to the limitations in Rule 18(b) (Changes of Claim or Counterclaim), a respondent may file and serve a counterclaim at any time after commencement of the arbitration. The counterclaim must include a clear and concise statement of the allegations and requested remedies and the respondent must pay the applicable filing fee, if any.
- c. Failure to Respond. Any claim or counterclaim to which no response is filed and served will be considered denied.
- d. Jurisdictional and Other Challenges; Waiver. Jurisdictional and arbitrability challenges under Rule 19, or defenses of failure to complete conditions precedent or lapse of a time bar under

Rule 9(c), are waived unless asserted in a response to a Demand for Arbitration or counterclaim, or promptly thereafter upon notice of circumstances giving rise to such challenge or defense.

- e. Application for Motion to Dismiss. Applications for a motion to dismiss a claim or counterclaim must be raised within the applicable response deadline under Rule 11(a) and in accordance with Rule 30 (Dispositive Motions), provided, however, that applications to file a motion to dismiss on the grounds listed in Rule 11(d) may be raised later in certain circumstances in accordance with the deadlines set forth in Rule 11(d).

RULE 12: ARBITRATOR COMPENSATION; FAILURE TO PAY

- a. Arbitrator Compensation. The applicable arbitrator compensation will be as established by the Arbitral Body.
- b. Increased Arbitrator Compensation. If the Arbitral Body imposes a flat fee for arbitrator compensation, the Arbitral Body may provide for an increased fee for cases under Rule 17 (Complex Proceedings).
- c. Non-refundable Arbitrator Compensation. Unless otherwise provided for by the Arbitral Body, parties may not be entitled to a refund of arbitrator's compensation if a case does not proceed to final resolution.
- d. Split of Arbitrator Compensation. Arbitrator's compensation will be split 50-50 between sides, regardless of the number of parties on each side (subject to reapportionment under Rule 51).
- e. Notice of Failure to Pay. If arbitrator's compensation or administrative expenses have not been paid in full by the applicable deadline set by the Arbitral Body, the Arbitral Body may notify the parties so that one of the parties can advance the payment. If the non-paying party is an NGB, the Arbitral Body may notify the USOPC.
- f. Remedies for Non-Paying Party. After notification that a party has failed to pay arbitrator's compensation or administrative expenses, a party may request that the arbitrator take measures against the non-paying party, including but not limited to, limiting the non-paying party's ability to pursue its claim or counterclaim, or prohibiting the non-paying party from filing any motion. The non-paying party must have an opportunity to respond to any request for such measures before the arbitrator makes a determination. The arbitrator may not prevent a non-paying party from defending a claim or counterclaim.
- g. Suspension of Proceedings for Non-Payment. After notification from the Arbitral Body that full payment of arbitrator's compensation or administrative expenses has not been received, the arbitrator will have the option of suspending the proceedings. If no arbitrator has yet been appointed, the Arbitral Body may suspend the proceedings. In the case of such suspension, the Arbitral Body will set a deadline by which full payment must be received.
- h. Termination of Proceedings. In the case of matters suspended under Rule 12(g), above, if the parties do not make full payment by the deadline provided, the arbitrator may terminate the proceedings. If an arbitrator has not yet been appointed, the Arbitral Body may terminate the proceedings.

- i. Payment of Arbitrator Compensation. Any arrangement for the compensation of an arbitrator shall be made through the Arbitral Body, through the means set forth by the Arbitral Body, and not directly between the parties and the arbitrator.
- j. Disagreement Regarding Arbitrator Compensation. If there is a disagreement concerning the terms of the arbitrator's compensation, the disagreement will be resolved by the Arbitral Body consistent with the applicable fee schedule and policies of the Arbitral Body and USOPC.

RULE 13: PARTIES; CONDUCT OF THE PARTIES

- a. Parties. The parties are:
 - i. The claimant(s) and the respondent(s). For purposes of these Rules, the claimant is the party filing the Demand for Arbitration and the respondent is the party on the other side, regardless of the parties' designations in any underlying matter;
 - ii. Any affected parties identified and notified pursuant to Rule 10; and
 - iii. Unless otherwise participating as a claimant or respondent, the USOPC, if it chooses to participate as a party pursuant to the Sports Act or USOPC Bylaws (except that the USOPC will not be responsible for arbitration costs and expenses in connection with claims or counterclaims made by the other parties). The USOPC cannot be joined as a party without its express consent, if it is not a claimant or respondent.
- b. Observers. Individuals or entities may participate in proceedings in an observer role, if and as allowed pursuant to these Rules, the Sports Act, or USOPC Bylaws or as otherwise agreed to by the parties and approved by the arbitrator.
- c. Automatic Observer Rights. In matters under Section 9 of the USOPC Bylaws and Section 220522(4)(B) of the Sports Act, the USOPC and the Office of the Athlete Ombuds shall automatically be treated as observers and copied on communications between the parties and the Arbitral Body or arbitrator. In matters under Section 10 or 11 of the USOPC Bylaws, the USOPC shall automatically be treated as an observer and copied on communications between the parties and the Arbitral Body or arbitrator.
- d. Party Conduct. The parties must conduct themselves in a professional manner in the proceeding, including but not limited to:
 - i. Acting ethically and with respect for the arbitrator, other parties, affected parties, and the process;
 - ii. Conducting themselves professionally;
 - iii. Refraining from filing vexatious or frivolous claims or defenses;
 - iv. Refraining from unreasonable conduct that is prejudicial to the administration of the process;
 - v. Complying with orders and deadlines; and
 - vi. Understanding that the parties are stewards of the Olympic and Paralympic Movement and should conduct themselves appropriately.
- e. Party Conduct Violations. If a party believes that another party has violated the conduct requirements in Rule 13(d), then, before the closure of the hearing, they may make a motion for administrative expenses, arbitrator compensation, attorney's fees, or relief under Rule 33. The arbitrator may, after providing the responding party an opportunity to respond,

award the following if the arbitrator determines that the responding party committed a violation:

- i. administrative expenses and arbitrator compensation pursuant to Rule 51;
- ii. that the responding party make a contribution toward the legal fees of the requesting party, which were a result of the responding party's violation; and/or
- iii. any relief enumerated under Rule 33(a).

RULE 14: STANDARD PROCEEDINGS

- a. Standard Proceedings. The following procedures apply for all proceedings, except as modified under Rule 5, Rule 15, Rule 16, or Rule 17, as applicable.
- b. Hearing Deadline. The hearing, including any briefing ordered by the arbitrator, shall be completed within sixty (60) days of the appointment of the arbitrator, unless otherwise agreed to by the parties and the arbitrator as a result of scheduling conflicts.
- c. Hearing Length. The hearing shall be one eight (8) hour day or less, unless otherwise extended by the arbitrator for good cause.
- d. Exchange of Information. Exchange of information beyond that provided in Rule 31(a)(ii), if applicable, shall only be allowed for good cause shown, absent the parties' agreement. If the arbitrator determines to allow such exchange of information, or exchange of information under Rule 32(a)(i), then the arbitrator may determine that the matter will be removed from the Standard Proceedings and re-designated as a Complex Proceeding.

RULE 15: ACCELERATED STANDARD PROCEEDINGS ("ACCELERATED PROCEEDINGS")

- a. Acceleration. At the request of any party, any time period set forth in these Rules may be shortened by the arbitrator where doing so is reasonably necessary to resolve the eligibility of an athlete, coach, trainer, manager, administrator, or official before a significant competition, or in such instances where accelerating is in the interest of justice, while continuing to protect the right of the parties to a fair hearing.
- b. Rank and Strike. If any party requests acceleration, the Arbitral Body may set shorter deadlines as it deems necessary to rank and strike arbitrators in order to appoint an arbitrator promptly.
- c. Arbitrator Disclosures. The appointed arbitrator will make disclosures pursuant to Rule 23 as promptly as possible and objection deadlines may be shortened.
- d. Disputes Related to Acceleration. If the parties are not in agreement on whether to accelerate, the arbitrator shall determine whether the arbitration process shall be accelerated and the schedule pursuant to which the process shall proceed. In considering whether to accelerate, the arbitrator may consider whether claimant significantly delayed filing a complaint without substantial justification or for strategic advantage.
- e. Section 9 Cases. Notwithstanding anything in this Rule 15 to the contrary, in cases under Section 9 of the USOPC Bylaws and this Rule 15 where claimant requests a hearing within more than 48 hours of commencement but less than 96 hours, Rule 16(b) and (e) will apply.

RULE 16: EXPEDITED PROCEEDINGS

- a. Expedited Proceedings. In cases under Section 9 of the USOPC Bylaws, upon the request of a party, claims may be heard on an expedited basis within 48 hours of commencement, pursuant to the requirements of Section 9 of the USOPC Bylaws. Section 9 cases in which a party requests a hearing within 48 hours will be subject to this Rule 16.
- b. Arbitrator Appointment. The Arbitral Body shall select and appoint one arbitrator from the Arbitrator Pool who has availability in the requisite time period. In the alternative, the parties may agree on an arbitrator from the Arbitrator Pool, subject to the arbitrator's availability. The arbitrator will determine whether the adjudication process shall be heard under these Expedited Proceedings, and the schedule pursuant to which the process shall proceed.
- c. Arbitrator Disclosures. The appointed arbitrator will make disclosures pursuant to Rule 23 as promptly as possible.
- d. Hearing Date/Time. The arbitrator will hear and decide the claim within 48 hours of the filing of the claim if so required. The arbitrator is authorized to hear and decide the claim under such procedures as are necessary, but fair to the parties involved.
- e. Supplemental Notice. In Expedited Proceedings, in addition to written notice, the Arbitral Body may provide supplemental notice by telephone.
- f. Exchange of Information. Exchange of information beyond that provided in Rule 31(a)(ii) or Rule 32(a)(ii), if applicable, shall not be required. If a party seeks such exchange of information and the arbitrator determines to allow it, then the matter will be removed from the Expedited Proceedings and the arbitrator shall re-designate the matter as a Standard or Complex Proceeding.
- g. Disputes Related to Expediting. If the parties are not in agreement on whether this Rule 16 should apply, the arbitrator will determine that, and the type of proceeding and schedule appropriate for the matter. In considering whether to apply this Rule 16, the arbitrator may consider whether claimant significantly delayed filing a complaint without substantial justification or for strategic advantage.

RULE 17: COMPLEX PROCEEDINGS

- a. Complex Proceedings. In instances where the arbitrator determines, on their own or by motion of a party for good cause, that the timelines in the Standard Proceedings should not apply, for reasons including but not limited to: (i) due to the complex nature of the case, (ii) discovery beyond that allowed under Rule 14(d) for Standard Proceedings, (iii) the necessity of briefing and resolving threshold issues or dispositive motions before a final hearing, or (iv) other good cause, then in the interest of justice and fairness to the parties, the arbitrator may extend those timelines and other deadlines under these Rules (except for the deadline for an award unless allowed under Rule 49(a)) and designate the case as a Complex Proceeding.
- b. Increased Arbitrator Compensation Application. Notwithstanding anything to the contrary in Rule 17(a), in any Complex Proceeding or any matter that would otherwise be an Accelerated or Standard Proceeding, where the arbitrator determines that the case is significantly more complex than a standard matter such that the arbitrator will be required

to spend over 30 hours on the case, the arbitrator may apply to the Arbitral Body for increased arbitrator compensation.

- c. Party Input on Increased Arbitrator Compensation Application. The arbitrator shall notify the parties upon making such application under Rule 17(b) to the Arbitral Body. The parties may, within five (5) days of such notice, agree upon and submit to the Arbitral Body a joint proposal to reduce the time necessary for the arbitrator in the case, for consideration by the Arbitral Body.
- d. Determination of Increased Compensation. The Arbitral Body shall make the final determination whether the arbitrator will be entitled to increased compensation up to a capped amount as set in the Arbitral Body fee schedule.
- e. Split of Increased Arbitrator Compensation. Any increased arbitrator compensation will be split equally between the two sides pursuant to Rule 12(d), subject to reapportionment under Rule 51.

RULE 18: CHANGES OF CLAIM OR COUNTERCLAIM

- a. New or Different Claims/Counterclaims. After filing of a claim or counterclaim and before the arbitrator is appointed, if any party desires to make any new or different claim or counterclaim, it shall be made in writing and filed with the Arbitral Body. The party asserting such a claim shall provide a copy of the new or different claim or counterclaim to the other party or parties.
- b. After Arbitrator Appointment. After the arbitrator is appointed, no new or different claim or counterclaim may be submitted except with the arbitrator's consent.

RULE 19: JURISDICTION

- a. Arbitrator Authority on Jurisdiction and Arbitrability. The arbitrator has the power to rule on their own jurisdiction. Such power includes the authority to rule on any objections with respect to the existence, scope, or validity of the arbitration agreement, or to the arbitrability of any claim or counterclaim.
- b. Arbitration Clause. The arbitrator has the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. If the arbitrator decides that the contract is null and void, such decision, alone, shall not render invalid the arbitration clause.
- c. Objections to Arbitrability or Jurisdiction. A party must object to the arbitrability of a claim or counterclaim, or to the jurisdiction of the arbitrator, within the time stated in Rule 11(d). The arbitrator has the authority to rule on such objections as a preliminary matter or as part of the final award.

RULE 20: CONSOLIDATION

- a. Identical Parties. The Arbitral Body may consolidate cases in which the parties are identical if consolidation would serve the interests of justice.
- b. Agreement to Consolidate. Matters will be consolidated upon agreement of the parties.

- c. Common Nucleus. Matter may be consolidated by the Arbitral Body if the cases are based on a common nucleus of operative facts, consolidation serve the interests of justice, and:
 - i. The cases involve some of the same claimant(s); or
 - ii. The cases involve some of the same respondent(s).
- d. Additional Factors for Consolidation. When deciding whether to consolidate, the Arbitral Body will consider all circumstances, including the links between the cases and the progress already made in pending proceedings.
- e. Consolidation into Pending Proceeding. If the Arbitral Body consolidates cases, it may consolidate them into one or more of the pending proceedings and refer them to the arbitrator already appointed. The Arbitral Body will also decide the apportionment of administrative fees and arbitrator's compensation in the consolidated case, subject to reapportionment in the final award and Rule 20(g), below.
- f. Limitations in a Pending Proceeding. Unless applicable law provides otherwise, if the Arbitral Body decides to consolidate a proceeding into a pending arbitration, the parties to the consolidated case or cases are deemed to have waived their right to designate an arbitrator as well as to object to the seat of the arbitration.
- g. Objections. If a party objects to consolidation, they can make application to the Chair with an opportunity for the other side to respond, and the Chair will make the final decision. As part of that decision, the Chair may also determine whether the arbitrator previously appointed to an existing case will remain on the consolidated case and the apportionment of administrative costs and arbitrator's compensation in the consolidated case, subject to reapportionment in the final award.

RULE 21: JOINDER OF ADDITIONAL PARTIES

- a. Joinder Upon Agreement. Additional parties may be joined in an arbitration upon agreement of all parties and the parties proposed to be joined.
- b. Joinder Upon Arbitrator Determination. Where the parties and party to be joined are not in agreement, the arbitrator shall decide such request. The party requesting joinder must provide the names and contact information for the parties requested to be joined, along with the grounds supporting joinder. The other parties to the arbitration and the parties sought to be joined shall have an opportunity to respond to such request. If the arbitrator has not yet been appointed, the Chair may decide the joinder issue.

RULE 22: APPOINTMENT OF ARBITRATOR

- a. Sole Arbitrator. The arbitration shall be conducted by one arbitrator, unless otherwise required by the Sports Act or USOPC Bylaws, or agreed to by the parties.
- b. Arbitrator List. Within three (3) days after commencement of the arbitration the Arbitral Body will provide the parties with a list of no fewer than six (6) arbitrators selected from the arbitrator pool. In cases where a panel is required, the list shall be no fewer than ten (10) arbitrators. The Arbitral Body will take into account diversity when preparing the arbitrator list.
- c. Rank and Strike Process. Within five (5) days of receipt of the arbitrator list, each side may strike one (1) arbitrator, and shall rank the remaining arbitrators. The parties need not share

their rank and strike lists with each other. The Arbitral Body may grant a reasonable extension of time to any party to complete its rank and strike list for good cause shown.

- d. Arbitrator Appointment. The arbitrator(s) with the highest (numerically lowest) cumulative ranking will be appointed by the Arbitral Body.
- e. Ties. In the event of a tie, the Arbitral Body will drop the arbitrators ranked lowest (numerically highest) by each side and the arbitrators struck by each side, and the parties shall re-rank the remaining arbitrators. In the event there is still a tie, the Arbitral Body will select the arbitrator(s) from amongst those tied.
- f. Panel Chair. If there is to be a panel of arbitrators and the arbitration agreement is silent as to selection of the Panel Chair, the Arbitral Body shall select the Panel Chair.
- g. Agreement on Arbitrator. In lieu of the rank and strike process described above, the parties may notify the Arbitral Body that they have agreed on the arbitrator(s) to be selected.
- h. Failure to Comply with Rank and Strike Process. If the parties fail to notify the Arbitral Body of an agreement of the parties under Rule 22(g), or a party otherwise fails to return a rank and strike list within the applicable timeframe under Rule 22(c), the party failing to return the rank and strike list shall be deemed to have confirmed that all listed arbitrators are acceptable to it.
- i. Alternate Arbitrator. If the appointed arbitrator is unable to accept the appointment for any reason, the Arbitral Body may appoint another arbitrator from among those remaining on the parties' lists.
- j. Multiple Parties. When there is more than one claimant or one respondent, parties whose interests are not adverse in regard to the issues in dispute will be treated as one party for purposes of the rank and strike process.
- k. Appointment by Arbitral Body. If the rank and strike process fails to result in an arbitrator or complete panel, the Arbitral Body may appoint an arbitrator, or the remaining panel members, from amongst the Arbitrator Pool.

RULE 23: DISCLOSURE AND CHALLENGE PROCEDURE; DISQUALIFICATION

- a. Disclosures. Any person appointed as an arbitrator shall disclose to the Arbitral Body any circumstance likely to affect the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives, within five (5) days of the date of the arbitrator's appointment.
- b. Objection to Arbitrator. Upon receipt of such information from the arbitrator or another source, the Arbitral Body will communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator. The parties shall have five (5) days from such communication to object to the arbitrator's continued service on the basis of such information.
- c. Review of Objection. Upon objection of a party to the continued service of an arbitrator, the Chair shall determine whether the arbitrator's impartiality might reasonably be questioned and if the arbitrator should be disqualified. Such objection, if not raised within the time set under subsection (b), must be based on information not available to the party at that time. In the latter instance, failure of a party to raise an objection within five (5) days after that

party becomes aware of the potential basis for disqualification may result in waiver of such objection. The Chair shall inform the parties of their decision on the objection, which shall be conclusive and not subject to appeal or other challenge.

- d. Other Disqualification Factors. An arbitrator may also be disqualified for failure to maintain partiality or independence, for failing or refusing to perform their duties in good faith and with diligence, or for any other ground for disqualification under applicable law. If a party objects to an arbitrator's continued service on a matter under the preceding sentence, the Chair shall make a final determination on such request.

RULE 24: COMMUNICATION WITH THE ARBITRATOR AND ARBITRAL BODY; SERVICE

- a. Communications with Arbitrator. No party and no one acting on behalf of any party may communicate unilaterally concerning the arbitration with an arbitrator or a candidate to be an arbitrator. All communications with the arbitrator concerning the arbitration must include the other parties and be conducted through the online platform provided by the Arbitral Body (or, if not possible under the circumstances, such communication will include a representative from the Arbitral Body).
- b. Submission of Documents. Unless otherwise directed by the arbitrator, these Rules, or the Arbitral Body, parties submitting any document to the Arbitral Body or the arbitrator must simultaneously provide a copy to the other parties. If the online platform provided by the Arbitral Body automatically copies the other parties, that shall be sufficient to satisfy this Rule 24(b).
- c. Communication with Arbitral Body. A party may communicate directly with the Arbitral Body regarding administrative or technological issues. Either the Arbitral Body or a party may initiate such communications.
- d. Service. Legal service of process is not required under these Rules unless required by applicable law. Otherwise, service or notice under these Rules may be accomplished in writing in any manner that provides a party with reasonable notice, including but not limited to, personal service, email, mail, or any electronic filing and service system provided by the Arbitral Body.
- e. Email Address Requirement. If the Arbitral Body uses an electronic filing and service system, the parties will supply an email address that they regularly monitor, for notifications in connection with such system.

RULE 25: ARBITRATOR VACANCIES

- a. Filling of Vacancy. If for any reason an arbitrator is unable to perform their duties in a particular case, the Arbitral Body may, on proof satisfactory to it, declare the office vacant. Vacancies will be filled pursuant to the procedures in Rule 22, except that the Arbitral Body may provide a list of no fewer than three (3) arbitrators, reduce or eliminate strikes, and shorten the time periods therein.
- b. Panel Vacancy After Merits Hearing Commenced. In the event of a vacancy in a panel of arbitrators after the merits hearing has commenced, the remaining arbitrator or arbitrators will continue with the hearing and issue a binding award, unless the parties agree otherwise. In the event a majority of the remaining arbitrators cannot agree on the award, a substitute arbitrator will be appointed pursuant to Rule 25(a).

- c. Proceedings with Substitute Arbitrator. In the event of the appointment of a substitute arbitrator, the arbitrator or panel of arbitrators will determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings. If any part of the proceedings needs to be repeated, the arbitrator or panel of arbitrators may apply to the Arbitral Body for increased compensation.

RULE 26: INTERIM MEASURES

- a. Interim Measures. The arbitrator may take whatever interim measures they deem necessary, upon agreement of the parties, or upon application of a party and after providing the non-moving party a reasonable opportunity to respond, considering the timing and nature of the interim measures requested.
- b. Considerations for Granting Interim Measures. When deciding whether to award interim measures, the arbitrator will consider whether the relief is necessary to protect the claimant from irreparable harm, the likelihood of success on the merits of the claim, and whether the interests of the claimant(s) outweigh those of the respondent(s).

RULE 27: TEMPORARY MEASURES HEARINGS

- a. Temporary Measures Hearing. This Rule 27 applies to the following arbitrations:
 - i. First instance hearings in which an individual is challenging temporary measures imposed by the USOPC.
 - ii. Appeals of a USOPC hearing panel's decision on an individual's challenge to temporary measures imposed by the USOPC.
 - iii. "Temporary measures" for purposes of this Rule 27 means any temporary suspension or restriction imposed by the USOPC that materially affects the rights of the individual to participate in Protected Competition (as that term is defined under the USOPC Bylaws), pending investigation of underlying allegations and/or a hearing on the merits of the allegations. This could be for an athlete safety matter or other conduct issue as set forth in the USOPC Dispute Resolution Hearing Procedures.
- b. First Instance Hearings. In first instance hearings under this Rule 27:
 - i. The matter will be heard by a single arbitrator pursuant to the USOPC Dispute Resolution Hearing Procedures.³
 - ii. The matter will automatically be classified as an Expedited Proceeding, unless otherwise determined by the arbitrator.
 - iii. The scope and procedures for the hearing will follow substantially the same process as outlined in the USOPC Dispute Resolution Hearing Procedures for Temporary Measures Hearings. This includes, but is not limited to, the following procedures.
 - iv. The sole issue before the arbitrator is whether there is reasonable cause to impose a temporary measure. The hearing will not determine whether the individual has committed a violation or what the appropriate sanctions should be if a violation is found to have occurred. It is not a final hearing on the merits.

³ If the USOPC Dispute Resolution Hearing Procedures are not published at the time the matter is commenced, then references to the USOPC Dispute Resolution Hearing Procedures in this Rule 27 shall be understood as references to the USOPC Athlete Safety Policy for purposes of that matter.

- v. The arbitrator will make a determination based on whether there is reasonable cause to impose the temporary measure(s). Generally, this assessment is based on the severity of the allegations, the evidentiary support for the allegations, and/or the perceived risk to athletes or the sport community. The arbitrator will determine if the temporary measure(s) imposed by the USOPC are appropriately tailored to maintain the emotional or physical safety and well-being of other individuals within the Olympic and Paralympic Movement; to protect the best interest of sport and those who participate in it; or such other valid purpose as set forth by the USOPC.
 - vi. The hearing will be limited to no more than two (2) hours.
 - vii. Parties are subject to the confidentiality restrictions as outlined in the USOPC Athlete Safety Policy.
 - viii. The arbitrator may approve, reject, modify, or stay the temporary measure(s) imposed.
- c. Appeal Hearings. In appeals under this Rule 27 from a decision of a USOPC hearing panel:
- i. The matter will be heard by a single arbitrator.
 - ii. The appellant shall bear the burden of proof to show that the USOPC hearing panel's decision was arbitrary, capricious, or lacked a rational basis, or that the hearing process lacked fundamental fairness.

RULE 28: VIRTUAL HEARING; SEAT OF ARBITRATION

- a. Virtual Hearings. All hearings will take place by telephone or video conference.
- b. Seat of Arbitration. The seat of the arbitration will be in the United States at a location(s) determined by the arbitrator and set forth no later than in the first scheduling order.

RULE 29: PRELIMINARY HEARING

- a. Preliminary Hearing. The arbitrator will schedule, as soon as practicable after their appointment, a preliminary hearing with the parties. The preliminary hearing will be conducted by telephone or video conference at the arbitrator's discretion.
- b. Items to be Addressed at Preliminary Hearing. During the preliminary hearing, the parties and the arbitrator shall discuss the future conduct of the case, including clarification of the issues and claims, dates for the hearing and any other preliminary matters, including but not limited to:
 - i. Choice of law;
 - ii. Narrowing and clarifying disputed issues with respect to claims, counterclaims, and defenses;
 - iii. Seat of the arbitration;
 - iv. The pleadings and any need for clarification of the same;
 - v. Any request to file dispositive motions;
 - vi. Exchange of documents;
 - vii. Hearing dates and times; and
 - viii. Other matters as may be suggested by the arbitrator or the parties.

RULE 30: DISPOSITIVE MOTIONS

- a. Allowance of Dispositive Motion. The arbitrator may allow a party to file a dispositive motion, either by agreement of all interested parties or at the request of one party, provided the other interested parties receive reasonable notice and an opportunity to respond to the request. The burden shall be on the requesting party to show that the proposed motion is likely to succeed and dispose of or narrow the issues in the case.
- b. Considerations for Allowing a Dispositive Motion. When deciding whether to allow a dispositive motion, the arbitrator will consider whether the requesting party has met its burden under Rule 30(a) and the time and cost involved in briefing such a motion, consistent with the interests of economy and the expedited nature of arbitration.
- c. Costs and Expenses. The arbitrator may allocate costs and expenses related to a request to file a dispositive motion, or a dispositive motion, pursuant to their powers under Rule 51(c).

RULE 31: DE NOVO HEARINGS. The following procedures apply in cases where the standard of review is de novo, instead of being limited to the record of prior proceeding(s):

- a. Exchange of Information.
 - i. At the request of a party or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct the production of documents and other information.
 - ii. The arbitrator may require that the parties (i) identify any witnesses the parties intend to call at the hearing, (ii) exchange copies of all exhibits the parties intend to submit at the hearing, and (iii) submit pre-hearing briefs.
 - iii. The arbitrator will set due dates for the exchange of such information.
 - iv. The arbitrator is authorized to resolve any disputes concerning the exchange of information.
- b. Conduct of Final Hearing. In general, at the final hearing, the claimant shall present evidence to support its claim. The respondent shall then present evidence to support its defense. The claimant shall then present rebuttal evidence to which respondent may also rebut. Witnesses for each party shall also submit to questions from the arbitrator and the adverse party. The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

RULE 32: HEARINGS ON THE RECORD (APPEAL CASES). The following procedures apply in appeals on the record of a prior proceeding(s), instead of de novo:

- a. Exchange of Information.
 - i. No discovery or new evidence outside of the record of the prior proceeding(s) will be allowed absent a showing of good cause by the moving party.
 - ii. The arbitrator may require that the parties (i) identify any witnesses the parties intend to call at the hearing, if the arbitrator determines that any witness testimony should be allowed given the applicable standard of review, (ii) exchange copies of all exhibits the parties intend to submit at the hearing (if applicable), (iii) submit the record on appeal, and (iv) submit pre-hearing briefs.
 - iii. The arbitrator will set due dates for the exchange of such information.

- iv. The arbitrator is authorized to resolve any disputes concerning the exchange of information.
- b. Conduct of the Final Hearing. In general, at the final hearing, the claimant will present argument to support its claim. The respondent will then present argument to support its defense. The claimant will then present rebuttal argument to which respondent may also rebut. Evidence and testimony outside of the record shall not be presented unless allowed by the arbitrator under subsection (a). The arbitrator has the discretion to vary this procedure, provided that the parties are treated with equality and that each party has the right to be heard and is given a fair opportunity to present its case.

RULE 33: ENFORCEMENT AND SANCTIONS

- a. Enforcement of Orders and Procedures. The arbitrator may issue such orders as they deem necessary to enforce any exchange of information or other rule or procedure, including the conduct of the parties under Rule 13(c), or the arbitrator's orders, during the arbitration, including, but not limited to:
 - i. Re-allocating the costs of production;
 - ii. Entering orders to protect confidentiality;
 - iii. Deciding discovery disputes on which the parties cannot agree;
 - iv. Allocating costs arising from any party's non-compliance with any order of the arbitrator;
 - v. Imposing such measures as the arbitrator deems appropriate in the case of willful non-compliance with the arbitrator's order(s), including but not limited to, exclusion of evidence or submissions or drawing adverse inferences;
 - vi. At a party's request, entering a sanction limiting a party's participation in the arbitration; and
 - vii. At a party's request, making an adverse determination against a party on an issue.
- b. No Default Awards. A default award may not be entered as a sanction.
- c. Opportunity to Respond. If the arbitrator enters a sanction under subsection (a)(vi) or (vii), they shall first provide the party proposed to be sanctioned an opportunity to respond to the request for sanction and shall explain the basis of any such sanction in writing.

RULE 34: STANDARD OF REVIEW AND BURDEN OF PROOF

If the parties do not agree on the standard of review and/or burden of proof applicable to the matter, the arbitrator shall decide, taking into account any applicable Bylaws, rules, policies, or procedures, or agreement of the parties.

RULE 35: ATTENDANCE AT HEARINGS

The arbitrator and the Arbitral Body shall maintain the privacy and confidential nature of the hearings unless the hearing is open to the public pursuant to Rule 42. The arbitrator shall have the power to require the exclusion of any witness, other than a party or party representative, during the testimony of any other witness. It shall be discretionary with the arbitrator to determine the propriety of the attendance at the hearing of any person other than the following: (i) a party and its representatives, (ii) representatives from the USOPC if the USOPC is attending the hearing as an observer pursuant to these Rules, the Sports Act, or USOPC Bylaws,

and (iii) representatives from the Office of the Athlete Ombuds if the Office of the Athlete Ombuds is attending the hearing as an observer pursuant to these Rules, the Sports Act, or USOPC Bylaws.

RULE 36: REPRESENTATION

- a. Representative. Any party may be represented by counsel or other authorized representative of their choosing.
- b. Notice of Representation. A party intending to be so represented shall notify the other party and the Arbitral Body of the name, address, and email address of the representative at least three (3) days prior to the date set for the hearing at which that person is first to appear, provided, however, that the arbitrator may accept later notice in Expedited and Accelerated Proceedings if given promptly after a party retains representation. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given. Parties are bound by the statements made or positions taken by their representatives.
- c. Minors and Intellectually Impaired Individuals. If a party is a minor or intellectually impaired individual and is not represented by counsel or other authorized representative over 18, all correspondence will be copied to that party's parent or legal guardian.

RULE 37: OATHS

The arbitrator will require witnesses to testify under oath.

RULE 38: STENOGRAPHIC RECORD OR RECORDING

- a. Notice of Stenographer. Any party desiring a stenographic record of all or a portion of the hearing must notify the other parties and the arbitrator of the request at least three (3) days in advance of the start of the hearing or as required by the arbitrator. The transcript will be provided to the arbitrator upon the arbitrator's request and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator with the costs of the stenographer and transcription to be borne by the requesting party, unless both parties request a stenographic record be made, then the costs will be divided equally between the parties.
- b. Notice to Record Proceeding. A party desiring that the hearing be recorded through the application or software that is being utilized for the hearing shall notify the other parties and the arbitrator at least three (3) days in advance of the start of the hearing or as required by the arbitrator. The recording will be provided to the arbitrator upon the arbitrator's request and made available to the other parties for inspection, at a date, time, and place determined by the arbitrator with the costs of the recording to be borne by the requesting party, unless both parties request a recording be made, then the costs will be divided equally between the parties. The arbitrator may also order a recording on their own initiative, in which case any costs of recording will be divided equally between the parties.
- c. No Other Recording. No party may record the proceedings except pursuant to subsections (a) and (b) above, unless permitted by the arbitrator.

RULE 39: POSTPONEMENTS

The arbitrator may postpone any hearing upon agreement of the parties, upon request of a party for good cause shown, or upon the arbitrator's own initiative for good cause. As part of such postponement, the arbitrator may continue any pending deadlines in the matter.

RULE 40: ARBITRATION IN THE ABSENCE OF A PARTY OR REPRESENTATIVE

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

RULE 41: FINAL HEARING

- a. Conduct of the Proceeding. The arbitrator, exercising their discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof and/or argument, bifurcate proceedings, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
- b. Arbitrator Questions. The arbitrator may ask questions of the parties or witnesses at any point.
- c. Protections for Minors or Intellectually Impaired Individuals. The arbitrator may put protections in place for the cross-examination of minors or intellectually impaired individuals in cases involving sensitive topics or issues. Any modifications for the protections of minors or intellectually impaired individuals will be communicated in advance. The parent or legal guardian of any minor or intellectually impaired individual in these proceedings may participate in the proceeding on the minor's behalf (but may not testify for the minor or intellectually impaired individual).
- d. Decision on the Papers. The parties may agree to waive oral hearings in any case and have the matter decided on the papers.

RULE 42: PUBLIC HEARING

Certain hearings may be open to the public if allowed or required under the Sports Act or USOPC Bylaw, rules, policies, or procedures, pursuant to the procedures set out therein. Otherwise, hearings are presumed closed.

RULE 43: EVIDENCE

- a. Evidence. Subject to the limitations in Rule 32 for matters on the record, the parties may offer such evidence as is relevant and material to the dispute. The parties will produce any evidence that the arbitrator may deem necessary to an understanding and determination of the dispute. All evidence shall be taken in the presence of all of the arbitrators and all of the parties, except as otherwise provided in these Rules. Strict conformity to the rules of evidence shall not be required.

- b. Arbitrator Determination. The arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered. The arbitrator may exclude evidence that the arbitrator determines is cumulative or irrelevant.
- c. Privilege and Confidentiality. The arbitrator shall take into account applicable principles of legal privilege, including those of attorney-client, work product, and investigative privilege, and confidentiality restrictions as to the Office of the Athlete Ombuds.
- d. Subpoenas. An arbitrator, or other person, authorized by law to subpoena witnesses, documents, or other evidence may do so upon the request of any party or independently.

RULE 44: EVIDENCE BY AFFIDAVIT AND POST-HEARING FILING OF DOCUMENTS OR OTHER EVIDENCE

- a. Written Evidence by Witnesses. Subject to the limitations in Rule 32 for matters on the record, the arbitrator may receive and consider the evidence of witnesses by declaration, affidavit, or transcript but shall give it only such weight as the arbitrator deems it entitled to after consideration of any objection made to its admission.
- b. Post-Hearing Filings. If the parties agree, if any party requests and the arbitrator agrees, or if the arbitrator directs that documents or other evidence be submitted to the arbitrator after the hearing, the documents or other evidence shall be submitted to the arbitrator and other parties within ten (10) days of the conclusion of the hearing or such other deadline as the arbitrator may set. All parties shall be afforded an opportunity to examine and respond to such documents or other evidence within reasonable deadlines set by the arbitrator.

RULE 45: ARBITRATOR AUTHORITY TO RETAIN AN EXPERT

The arbitrator may retain an expert if agreed to by the parties and the parties agree to pay for the cost of such expert. The parties shall have the right to examine any expert retained by the arbitrator. The expenses of any expert requested by the arbitrator shall be split 50-50 between sides, regardless of the number of parties on each side, unless otherwise agreed by the parties.

RULE 46: CLOSING OF HEARING

- a. Closure of De Novo Hearings. In hearings held on a de novo basis, the arbitrator will declare the hearing closed at the conclusion of closing arguments unless a party demonstrates, or the arbitrator determines on their own, that the record is incomplete and that additional proof or witness(es) are pertinent and material to the controversy.
- b. Closure of Hearings on the Record. In hearings held on the record of prior proceeding(s), the arbitrator will declare the hearing closed after rebuttal or sur-rebuttal arguments unless a party demonstrates, or the arbitrator determines, that additional argument or information is necessary.
- c. Closure of Hearings After Post-Hearing Filings. If briefs are to be filed after the hearing, or a transcript of the hearing produced, the hearing will be declared closed as of the final date set by the arbitrator for the receipt of briefs or receipt of the transcript. If documents or evidence are to be filed as provided in Rule 44, and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the arbitrator is required to make the award shall commence, in the absence of other agreements by the parties, upon the closing of the hearing.

RULE 47: REOPENING OF HEARING

Before the award (whether operative or final, whichever comes first) is issued, the arbitrator may reopen the hearing in their discretion, including at the request of a party for good cause. However, the hearing may not be reopened if doing so would prevent the arbitrator from issuing an award within the time required under these Rules or the parties' agreement, unless the parties agree to an extension of time for the award.

RULE 48: MAJORITY DECISION; PANEL CHAIR AUTHORITY

- a. Majority Decision. Except as otherwise provided in the Sports Act or USOPC Bylaws, when the panel consists of more than one arbitrator, a majority of the arbitrators must make all decisions.
- b. Panel Chair Authority. If the parties so request and the other panel members consent, then the Panel Chair may determine disputes related to the exchange of information and procedural matters.

RULE 49: TIME OF AWARD

- a. Award Deadline. The award shall be made promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, within thirty (30) days after the date of closing the hearing, or, if no oral hearing, from the date of the final statements and proofs submitted to the arbitrator.
- b. Operative Award. If an operative award is to be issued, it shall be made within the time agreed to by the parties, subject to the arbitrator's confirmation. In Section 9 cases, the arbitrator may confer with the USOPC about relevant deadlines, either with the other parties present or, if in writing, with a copy to the parties. If there is disagreement about the time for an operative award, the arbitrator shall decide it.

RULE 50: FORM OF AWARD

- a. Written Award. Any award shall be in writing and signed by a majority of the arbitrators. It will be executed in the manner required by law. In cases under Sections 9, 10, and 11 of the USOPC Bylaws, the arbitrator shall render a reasoned award, which will be publicly posted on the USOPC's website (subject to any redactions under Rule 56(c)). In all other cases, the arbitrator shall render a reasoned award unless otherwise agreed by the parties.
- b. Operative Award. The arbitrator may issue a written operative award, with a reasoned award to follow within the Time of Award set forth in Rule 49.

RULE 51: SCOPE OF AWARD; REAPPORTIONMENT

- a. Remedies/Relief. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the Sports Act; USOPC Bylaws, rules, policies, and procedures; NGB Bylaws rules, policies, and procedures; and the parties' agreement, as applicable.
- b. Other Decisions/Rulings/Orders/Awards. In addition to a final award, the arbitrator may make other decisions, including interim, interlocutory, or partial rulings, orders, and awards.

- c. Reapportionment. Unless otherwise agreed by the parties, the arbitrator may apportion the administrative expenses and arbitrator's compensation and expenses between or among the parties as the arbitrator deems appropriate, considering the circumstances of the case, the conduct of the parties and their representatives during the proceeding, and the result of the arbitration.
- d. Interpreter Costs. Unless otherwise agreed by the parties, the arbitrator has discretion to grant to the prevailing party some or all of its costs for interpreters, if any, at the request of the prevailing party, as the arbitrator deems appropriate, considering the circumstances of the case, the conduct of the parties and their representatives during the proceeding, and the result of the arbitration.

RULE 52: CONSENT AWARD

If the parties reach a settlement of their dispute during the arbitration, they may request that the arbitrator issue a consent award setting forth the terms and conditions of their settlement.

RULE 53: SERVICE OF AWARD

- a. Notice of the Award. Notice of the award will be deemed given by electronic service of the award, upon service via the Arbitral Body's filing and service system, or upon serving or filing of the award in any other manner permitted by law.
- b. USOPC Notice. In matters under Sections 9, 10, or 11 of the USOPC Bylaws, the Arbitral Body shall provide a copy of the award in electronic form to the USOPC.

RULE 54: MODIFICATION OF THE AWARD

Within seven (7) days after the transmittal of an award, any party, upon notice to the other parties, may request through the Arbitral Body that the arbitrator clarify the award, or correct any clerical, typographical, or computational errors in the award. The parties may not request any modification to the merits of the award. The non-requesting parties shall be given five (5) days to respond to the request. The arbitrator shall dispose of the request within five (5) days after receipt from the Arbitral Body of the request and any response thereto. The arbitrator may also, on their own initiative, correct any clerical, typographical, or computational errors in the award within fourteen (14) days after the transmittal of the award to the parties.

RULE 55: ENFORCEMENT OF AWARD

- a. Final and Binding. The arbitral award will be binding upon the parties, provided that in matters arising under Sections 10 and 11 of the USOPC Bylaws or as otherwise specified in Section 220529(d) of the Sports Act, the award will be binding on the parties unless the award is inconsistent with the Sports Act or the USOPC Bylaws.
- b. Court Judgment. Any party may obtain judgment on an award in any court of competent jurisdiction.

RULE 56: CONFIDENTIALITY

- a. Confidential Nature of Proceeding. Except as agreed by the parties or as provided in Rule 42 regarding public hearings, the arbitrator and Arbitral Body will maintain the confidential nature of the arbitration proceeding and any award.
- b. Protective Orders. The arbitrator may issue orders to protect the confidentiality of information upon agreement of the parties or for good cause shown.
- c. Section 9, 10, and 11 Decisions. Partial final and final awards or orders in matters under Sections 9, 10, and 11 of the USOPC Bylaws may be posted publicly by the USOPC, except that the USOPC may redact certain information to protect the privacy of individuals, proprietary information, trade secrets, medical information, or other sensitive information.
- d. Certified Copies. The Arbitral Body shall, upon the written request of a party, furnish to the party, at the party's expense, certified copies of any papers in the Arbitral Body's possession that may be required in judicial proceedings relating to the arbitration, provided that such request is made within the Arbitral Body's applicable document retention period.

RULE 57: EXPENSES

- a. Witness Expenses. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- b. Interpreters. All proceedings shall take place in English. Any party wishing to use an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. Any document that is not in English shall be officially translated by a certified translator paid for by the party offering or relying upon the document.
- c. Arbitrator Expenses. All other expenses of the arbitrator, including other reasonable and customary expenses, shall be divided evenly between the sides, regardless of the number of parties on each side.
- d. Reapportionment. The expenses and costs set forth in Rule 57(a)-(c) may be reapportioned under Rule 51.

RULE 58: TIME COMPUTATION AND EXTENSIONS

- a. Time Computation. In computing any period of time, the last day of the period so computed will be included, unless it is a Saturday, a Sunday or a federal United States legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days.
- b. Deadline Modifications by Parties. The parties may modify any period of time by mutual agreement and consent of the arbitrator.
- c. Deadline Modifications by Arbitrator. The arbitrator may shorten or extend any period of time as they deem necessary.

RULE 59: COURT PROCEEDINGS AND LIMITATION OF LIABILITY

- a. Arbitrator Not Necessary Witness. An arbitrator in a proceeding under these Rules, the Arbitral Body, and the USOPC (unless a party to the arbitration) are not necessary or proper

parties to, or witnesses in (and may not be called as such in), any litigation relating to the arbitration or other services provided by the Arbitral Body.

- b. Limitation of Liability. By participating in arbitration or mediation under these Rules, parties are deemed to have consented that the Arbitral Body (including its directors, officers, employees, and agents), the arbitrator, and the USOPC (unless a party to the arbitration) are released from, and shall not be liable for, any lawsuit, action, or damages arising from or related to any act or omission arising from an arbitration administered by the Arbitral Body.

RULE 60: WAIVER

Failure of a party to raise a violation or failure to comply with these Rules by another party, promptly in writing, shall be deemed a waiver of such violation or failure, unless the arbitrator determines that waiver would cause substantial hardship or injustice.

RULE 61: INTERPRETATION AND APPLICATION OF RULES

The arbitrator shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these Rules, it shall be decided by a majority vote. If that is not possible, either an arbitrator or a party may refer the question to the Chair for final decision. All other Rules shall be interpreted and applied by the Arbitral Body.

RULE 62: MEDIATION OR SETTLEMENT NEGOTIATIONS

Upon agreement of the parties and approval of the arbitrator, an arbitration may be stayed for a reasonable period to allow the parties to mediate or otherwise attempt to settle the matter.

RULE 63: AMENDMENTS

The USOPC, with the concurrence of the Team USA AC and NGBC, may amend these rules at any time.