



# **Boxing Independent Integrity Unit Procedural Rules**

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## PREAMBLE

The Board adopts these Procedural Rules establishing the procedure for ethical and disciplinary issues, as well as for dispute resolutions in the BIIU Compliance Unit.

## INTERPRETATION

- 1.1. Capitalized terms used in these Procedural Rules shall have the meaning ascribed to them in the Constitution.
- 1.2. The following terms – used in these Procedural Rules only – have the meanings ascribed to them in this article:

**“Arbitration Institution”** means an arbitration institution recognized by IBA through a decision of the Board of Directors to settle disputes as per the IBA Constitution and the Regulations;

**“Boxing Independent Integrity Unit (BIIU)”** means the independent integrity unit established in accordance with article 36 of the Constitution;

**“BIIU Rules”** mean these Boxing Independent Integrity Unit Rules;

**“Constitution”** means the IBA Constitution adopted on December 12, 2021, together with all subsequent amendments;

**“Compliance Unit”** means the compliance unit, being part of BIIU, mentioned in article 36.3(a) of the Constitution;

**“Disciplinary and Ethics Code”** means the IBA Disciplinary and Ethics Code adopted on November 5, 2022, together with all subsequent amendments;

**“DRC”** means the Dispute Resolution Chamber, a body, being part of the Compliance Unit, responsible to settle disputes in boxing within the scope of its competence;

**“IBA”** means the International Boxing Association;

**“IBA Board”** means the IBA Board of Directors established in accordance with article 25.1 of the Constitution;

**“IPO”** means Investigation and Prosecution Officer, a person appointed to investigate and prosecute any breach of the Regulations before the Tribunal;

**“Party”** means a person participating in the proceedings according to this Procedural Rules;

**“Procedural Rules”** mean these Boxing Independent Integrity Unit Procedural Rules;

**“Regulations”** mean the regulations made by the IBA Board in accordance with the Constitution;

**“Tribunal”** means a body, being part of the Compliance Unit, responsible to hear cases where a breach of the Regulations allegedly accrued and to apply sanctions.

- 1.3. In these Procedural Rules, unless otherwise specified:
- a) references to articles are references to articles in these Procedural Rules;
  - b) unless otherwise specified below, references to a “person” shall be construed so as to include any individual, firm, company, corporation, body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association, federation, confederation or partnership (whether or not having separate legal personality);
  - c) a reference to the Constitution/ the Regulations, or to any provision or provisions in the Constitution/ Regulation, shall be construed, unless the context otherwise requires, as including a reference to any amendment or replacement made to the same from time to time.
- 1.4. All headings and titles in these Procedural Rules have been inserted for ease of reference only and may not be considered as an aid to its interpretation.

## **CHAPTER 1 – GENERAL PROVISIONS**

### **1. Application**

These Procedural Rules lay down the procedure to be followed by the BIIU Compliance Unit in cases where a breach of the Disciplinary and Ethics Code is occurred or allegedly occurred, as well as in resolutions of the disputes submitted to the BIIU Compliance Unit.

### **2. Assistance to the BIIU Compliance Unit**

The members of the IBA Corporate Governance Committees, the IBA Technical and Management Committees, Ad-Hoc Committees which may be constituted from time to time, Officials (including Competition Officials) and the Parties shall assist BIIU Compliance Unit with their inquiries in any proceedings upon relevant request.

### **3. Language of Proceedings**

- 3.1. Unless otherwise provided for by the BIIU Rules, the language of any proceedings in the BIIU Compliance Unit is English.
- 3.2. Save as provided in article 3.4, the Parties shall be responsible for qualified interpreting, if

needed, in particular if themselves, their representatives, witnesses and/or experts do not speak English.

3.3. If a Party produces a document executed in another language than English, this Party shall be responsible for the translation of the document into English. Upon request of the BIIU Compliance Unit the document shall be accompanied by a certified translation.

3.4. The BIIU administration shall bear all expenses for interpreting and translation of the documents upon request of IPO.

#### **4. Confidentiality**

4.1. The proceedings shall be kept confidential.

4.2. A decision of the BIIU Compliance Decision body shall be published as specified in the BIIU Rules.

#### **5. Archives**

All documentation relating to the proceedings will be filed in the archives of the BIIU. The BIIU shall be responsible for confidentiality of such documentation. The records shall not be available to the public and shall be retained for a period of 10 (ten) years.

#### **6. Unforeseen Cases**

In cases not foreseen or not regulated by these Procedural Rules, the BIIU Compliance Decision body is called upon to decide a case according to customary law and main principles of law.

## **CHAPTER 2 – RULES OF PROCEDURE FOR DISCIPLINARY AND ETHICS CASES BEFORE TRIBUNAL**

### **Section A – General Issues**

#### **7. Commencement of proceedings before Tribunal**

7.1. Proceedings are opened by the Chairperson of the Tribunal or, in case of his absence, by the Managing Director on the basis of written submissions of IPO, or *ex officio*.

7.2. Any person or body may report a conduct that he or she considers incompatible with the Regulations to BIIU or directly to the Tribunal. Such complaints shall be made in writing. If requested, the name of such natural person (“wistleblower”) will be kept secret, as far as this is needed for his protection.

7.3. Tribunal shall not proceed with the case if the limitation period established by the



Disciplinary and Ethics Code is missed. The rules of application of the limitation period are determined by the Disciplinary and Ethics Code, respectively.

## **8. Taking a Decision by the Tribunal**

Unless otherwise established by the BIIU Rules, a decision of single arbitrator shall be taken alone, and a decision of the Tribunal in form of the panel consisted of 3 (three) arbitrators shall be taken by majority votes.

## **9. Jurisdiction of the Tribunal**

9.1. The Tribunal shall declare whether it is competent to hear the case. Jurisdiction of the Tribunal shall be determined in accordance with the BIIU Rules.

9.2. If the Tribunal considers that it is not competent to hear the case, it shall pronounce a decision of a refusal to proceed.

9.3. Any agreement between the Parties shall have no effect on the competence of the Tribunal.

## **10. Applicable law**

In their application and adjudication of law, the Tribunal shall apply the Constitution and the Regulations, and subsidiarily, Swiss law.

## **11. Withdrawal from proceedings / Conflict of Interests**

11.1. The arbitrator/s of the Tribunal shall disclose any circumstance which might give rise to a conflict of interest. The nationality of a person appointed to decide a matter does not *per se* constitute a legitimate doubt as to their impartiality.

11.2. Any arbitrator of the Tribunal shall withdraw from the proceedings in the following circumstances:

- (a) He has a personal interest in the outcome of the case;
- (b) He has previously taken part in the same case in a different role, notably having acted as counsel to one of the Parties or having participated in the case as an expert or witness;
- (c) He does not consider himself/herself able to reach a decision in a totally independent and impartial manner due to other circumstances;
- (d) He is in any of the situations of described in the Red List of the IBA Guidelines on Conflicts of Interest in International Arbitration;
- (e) He is in any of the situations of described in the Orange List of the IBA Guidelines on Conflicts of Interest in International Arbitration and after disclosure to the

Parties, any of the latter requests his recusation.

- 11.3. Withdrawn arbitrator of the Tribunal shall be replaced by the Chairperson with another arbitrator. If the Chairperson of the Tribunal withdrawn from the case, rest arbitrators shall jointly nominate third arbitrator from the list of Tribunal arbitrators who shall act as the Chairperson for relevant case.

## **12. Challenge of arbitrator of the Tribunal**

- 12.1. A Party may request that an arbitrator of the Tribunal handling the case shall be removed from the case if any serious reason or reasons cast doubt on the impartiality or the independence of the person concerned.
- 12.2. The Party that wishes to challenge an arbitrator shall do so in writing to the Managing Board within 5 (five) days from the discovery of the grounds of the challenge, otherwise it shall forfeit the right to challenge. Challenges must be substantiated.
- 12.3. Should grounds for a challenge arise during the proceedings, the Party shall make them known immediately and without delay.
- 12.4. A final and binding decision on challenge of an arbitrator shall be made by the Managing Board. This decision is not subject to any appeal. If a challenge is upheld or admitted by the arbitrator concerned, new arbitrator shall be appointed in the same manner as described in article 11.2.

## **13. Consequences of Challenge**

- 13.1. Any act of procedure involving an arbitrator who has been withdrawn according to article 11 or challenged according to article 12 must be cancelled and repeated, provided that the Party challenging an arbitrator requests so when filing a request for challenge. However, any evidence submitted during the proceedings (including witnesses' statements, expert opinions, etc.) shall remain valid as long as the challenged arbitrator was not in a position to influence on such evidence.
- 13.2. If the grounds to challenge are only discovered once the case has been closed, the reconsideration of the decision is admissible.

## **14. Replacement**

In the event of resignation, death, removal or successful challenge of an arbitrator, such arbitrator shall be replaced in accordance with the provisions applicable to her/his appointment. If, within the time limit fixed by the Tribunal, the claimant's Party does not

appoint an arbitrator to replace the arbitrator it had initially appointed, the arbitration shall not be initiated or, in the event it has been already initiated, shall be terminated. Unless otherwise agreed by the Parties or otherwise decided by the Tribunal, the proceedings shall continue without repetition of any aspect thereof prior to the replacement.

## **15. Provisional sanction or measure**

- 15.1. According to the circumstances of the case, the Chairperson on behalf of the Tribunal may pronounce, alter and annul provisional sanction or measure on his own initiative or following the request of the Parties, including IPO.
- 15.2. In urgent cases, and particularly in relation to matters that occur during a competition where immediate action may be required, provisional sanction or measure may be directly ordered without a prior hearing of the Party affected by them.

## **Section B – Parties and their Representatives**

### **16. Parties**

The Parties are the accusing and the accused party. As a general rule, IPO participates in the proceedings as accusing party; the accused party is a person bound by the Disciplinary and Ethics Code enshrined at its article 2, which allegedly committed a breach of the Regulations.

### **17. Addresses of Parties**

- 17.1. The Parties and other concerned participants of the proceedings are obliged to inform the Tribunal of their current address or headquarters, as well as their email addresses. Failing that, the Tribunal may send any correspondence to the last known address, the address of the National Federation of the concerned participant or publish at least the invitation to a hearing and the decision taken.
- 17.2. The Parties and other concerned participants of the proceedings shall provide the Tribunal with notice of any change of address.
- 17.3. The email address/es appearing in the official site of each National Federation and Confederation shall be considered binding to such party. They must ensure that their contact details are always up to date.

### **18. Third Parties**

- 18.1. A person covered by the Regulations whose interests may be affected with a decision to be issued by the Tribunal may submit a reasoned request on participation or intervention in

the proceedings.

- 18.2. The Tribunal shall decide whether to accept or reject the request on participation or intervention after having heard the Parties to the case.
- 18.3. If the request on participation or intervention in the proceedings is granted, a person who submits such a request becomes an Intervenant to the case and the Tribunal shall fix a deadline for that Party to provide them with a written submission.

## **19. Basic Procedural Rights and Obligations**

- 19.1. The fundamental procedural rights guaranteed to the Parties, include in particular:
  - (a) the right on equal treatment without discrimination;
  - (b) the right to be heard;
  - (c) the right to present the case;
  - (d) the right to access the case file;
  - (e) the right to provide and present evidence;
  - (f) the right to obtain a reasoned decision; and
  - (g) the right to legal representation.
- 19.2. If the protection of a preponderant private interest makes it necessary, the Tribunal may accept that the evidence will be presented to the arbitrators in the absence of the Parties. If the Tribunal intends to use this evidence against one of the Parties, it shall indicate the nature of the evidence and provide the Party with an opportunity to respond and present counter-evidence.
- 19.3. A party shall always act in good faith, tell the truth, and cooperate with any request for information made by the Tribunal.
- 19.4. The same obligations apply to any natural person or legal person under the jurisdiction of the Tribunal and IBA that is not a party in a procedure but has been requested to contribute to a procedure by the Tribunal.

## **20. Representation**

- 20.1. Unless the Tribunal requested the Party to appear personally, the Party may participate in the hearing in person or by representation.
- 20.2. The Parties are free to have legal representation at their own cost, provided that a duly signed power of attorney shall be submitted. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.

## **21. Pro bono Counsels**

- 21.1. In order to guarantee their rights, individuals who have insufficient financial means may request BIIU to provide a pro bono counsel for the purpose of proceedings in front of the Tribunal. An individual who requests a pro bono counsel shall submit supporting documents including but not limited to annual income, number of people in his care, any current employment relationship, bank statements of the last 12 (twelve) months, whether he receives payments from any sponsors, details of expenses and assets, etc.
- 21.2. The Managing Director shall decide on requests for a pro bono counsel. Such decisions are final.
- 21.3. A list of pro bono counsels shall be established by the Managing Board. National Federations and Confederations shall be entitled to offer candidates. The Managing Board shall take into account equal representation of all continents and language diversity.
- 21.4. Guidelines for pro bono counsels shall be approved by the Managing Board.

## **Section C – Investigation and Prosecution for Ethics and Disciplinary Proceedings**

### **22. Powers, appointment, and replacement of IPO**

- 22.1. IPO shall have full power to investigate and prosecute any breach of Regulations before the Tribunal.
- 22.2. The Managing Director shall be entitled to appoint and replace IPO for every case before the Tribunal.

### **23. Investigation**

- 23.1. Before submitting a case to the Tribunal, IPO shall conduct preliminary investigations, including the collection of all necessary evidence. Each case shall be well-prepared.
- 23.2. When the Tribunal decides to open the case *ex officio*, IPO shall investigate and prosecute this case upon request of the Tribunal's Chairperson submitted to the Managing Director.
- 23.3. On the investigation stage IPO is entitled to collect evidence, summon experts, examine witnesses as well as anyone (s)he deems appropriate. IPO shall also be entitled to request the Chairperson of the Tribunal application of provisional measures and provisional sanctions.
- 23.4. IBA Committees (including Corporate Governance Committees, Technical and Management Committees and ad-hoc Committees), Officials (including Competition

Officials) and any person covered by the Disciplinary and Ethics Code shall cooperate with IPO.

#### **24. Prosecution before the Tribunal**

- 24.1. Upon the investigation stage, IPO shall provide to Tribunal with the motivated written submission along with relevant evidence and proposals on any possible sanction.
- 24.2. Within the proceedings IPO shall prosecute the case before the Tribunal and, in this regard, shall take all necessary, reasonable and sufficient action.

#### **Section D – Procedural Acts**

#### **25. Notification**

- 25.1. The Tribunal shall notify the Parties and other concerned participants of the proceedings of their acts of procedure, as well as their decisions, in writing at the address that has been indicated as per article 17. The notification is validly made at this address if no notice was made to the Tribunal of any change of address.
- 25.2. Unless otherwise decided by the Tribunal in the exceptional circumstances, notifications shall be made by email. Communication by this method is considered a valid mean of communication and sufficient to establish time limits and their observance.
- 25.3. If someone is represented by a counsel, the Tribunal has to notify their acts of procedure to the relevant counsel. When two or more counsels represent the same Party, the Party shall inform the address of the leading counsel and in case of failure, the notification is valid when made to one of them.
- 25.4. A refusal to accept the notification is still considered to be correctly notified.
- 25.5. Faulty notification shall not cause any damage to or lead to the loss of procedural rights.

#### **26. Submissions**

- 26.1. Any submissions provided within the proceedings must contain:
  - (a) The identity and contact details for notification of the party, in case of first submission;
  - (b) The identity and contact details for service of the respondent(s);
  - (c) an explanation of the facts pertinent to the case;
  - (d) indicate the means of evidence relied upon;

- (e) contain conclusions; and
- (f) the date and be signed.

Written submissions shall be provided by email within the deadline stipulated (time of the email sent is relevant) by the Tribunal.

- 26.2. If a submission does not meet all the formal requirements, the Tribunal shall fix a short deadline to correct it while indicating that, failing to do so, the submission shall not be taken into consideration.
- 26.3. Documents shall be submitted to the Tribunal in PDF, subject to that each document shall be clearly identified.
- 26.4. A Party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.

## **27. Proof of Notification or Transmission**

The burden of proof of notification or transmission lies with the Tribunal. The burden of proof for the transmission lies with the one sending it. An email sent to the address indicated by the recipient shall be deemed duly transmitted.

## **Section E – Procedure**

### **28. Time limits**

- 28.1. Time limits which the Parties and/or other concerned participants of the proceedings shall comply with commence the day after they have received the relevant document. As exceptional measure only, notifications made by the Tribunal after 18:00 (06.00 pm) CET on Friday until Sunday will set the commence the day of time limit on Monday, irrespective whether such Monday is an official holiday or a non-working day.
- 28.2. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of BIIU, i.e. Lausanne, Switzerland, If a time limit is not observed, the Party in default loses the procedural right in question.
- 28.3. Official holidays and non-working days are included in the calculation of time limits. Time limits are interrupted from 20 December to 5 January inclusive.
- 28.4. When a deadline expires on a Saturday, Sunday or public holiday in Lausanne

(Switzerland), where BIIU is domiciled, it is carried forward to the first subsequent business day.

28.5. Regulatory time limits may not be extended.

28.6. The time limits that are set by the Tribunal shall run for no less than 5 (five) days and no more than 20 (twenty) days. In urgent cases, time limits may be reduced. If a substantiated request is submitted before the time limit expires, an extension of a maximum of 10 (ten) days may be granted, but only once.

## **29. Hearings**

29.1. The Chairperson shall call the arbitrators of the Tribunal to each meeting. The Chairperson decides on the composition of the Tribunal for each meeting taking into account availability of the arbitrators and rotation principle.

29.2. The Chairperson shall conduct the meetings.

29.3. If a hearing is to be held, the Chairperson shall issue directions with respect to the hearing as soon as possible and set the hearing date during which the arbitrators hear the Parties, any witnesses and any experts, as well as the parties' final oral arguments, for which the Respondent is heard last.

29.4. The Chairperson shall conduct the hearing and ensure that the statements made are concise and limited to the subject of the written presentations, to the extent that these presentations are relevant.

29.5. Unless the parties agree otherwise, the hearings are not public. The hearing may be recorded.

29.6. Any person heard by the Panel may be assisted by an interpreter at the cost of the Party which called such person.

29.7. The Parties may only call such witnesses and experts which they have specified in their written submissions. Each Party is responsible for the availability and costs of the witnesses and experts it has called. With the agreement of the parties, she/he may also exempt a witness or expert from appearing at the hearing if the witness or expert has previously filed a statement.

29.8. In principle, the hearings are held in person. However, the Chairperson may decide to conduct a hearing by videoconference or to hear some Parties, witnesses and experts via tele-conference or videoconference.



### **30. Powers of Chairperson**

- 30.1. The Chairperson conducts the proceedings and may take any action required of the Tribunal by acting alone without the presence of the additional arbitrators, except decision-making. Decisions shall be made at the meetings.
- 30.2. The Chairperson ensures the smooth running of the proceedings and is competent to call to order.
- 30.3. The Chairperson may decide on his own initiative and under a simplified procedure, to not consider a request or declare that it is manifestly inadmissible and may directly reject it without further process. Such a decision must be summarily substantiated, and the cause of rejection shall be indicated.

### **31. Suspension of Procedure**

The Chairperson may at his own initiative or upon request, suspend the proceedings at any point if (s)he considers it necessary to do so.

### **32. Exchange of Submissions**

- 32.1. Once the Tribunal has received the first submission of IPO, the accused Party is invited to reply. If the circumstances or the complexity of the case makes it justifiable, the Tribunal may require a second round of submissions.
- 32.2. At any point in the proceedings, the Tribunal is free to require a clarification of standpoints or an additional exchange of submission on one or a number of issues.

### **33. Procedural Particularities**

- 33.1. Once the initial exchange of submission is completed, the Tribunal determines the means of establishing the facts of the case and communicates them to the Parties.
- 33.2. The Tribunal may require the Parties to be present at the hearing in person or may decide to rule solely on the basis of the documentary evidence.
- 33.3. The **Tribunal** shall indicate to the Parties the evidence which they accept and reject. The Tribunal can also decide to reserve their right to consider certain evidence at a later stage.

## **Section F – Administration of Evidence**

### **34. Evidence, Evaluation of evidence and Standard of proof**

- 34.1. Any type of evidence may be provided, except for evidence obtained in bad faith or with a clear breach of the laws. Evidence may only be gathered for pertinent facts to the case.

34.2. The Tribunal has absolute discretion regarding the evaluation of evidence. All evidence relied upon by the Parties must be submitted together with their pleadings within the prescribed time limit or within the deadline provided for the Tribunal in a given specific request. Such evidence must be listed, well enumerated and identified. Otherwise, it will be disregarded.

34.3. The standard of proof to be applied in the ethics and disciplinary proceedings is the comfortable satisfaction of the Tribunal.

**35. Burden of Proof**

Any Party relying on an alleged fact shall carry the burden of proof of this fact. During the proceedings, the Party shall submit all relevant facts and evidence of which the Party is aware at that time, or of which the Party should have been aware by exercising due care.

**36. Obligation to cooperate**

36.1. Each Party shall cooperate with the Tribunal and provide all requested information and answer any requests of the Tribunal.

36.2. If the Tribunal has a reason to believe that a person bound by the Disciplinary and Ethics Code might be involved in violation of said Code or might have any information about violation, this person upon the request of Tribunal shall provide to IPO and/or Tribunal any digital device (computer, laptop, smartphone etc.) or an access to his/her email, messengers etc. with the purpose to collect possible evidences relevant to the case.

**37. Competition Officials' Reports**

Facts contained in Competition Officials' reports and in any additional reports or correspondence submitted by the Competition Officials are presumed to be accurate, unless proven otherwise by the Parties.

**38. Witnesses**

38.1. The witness shall be examined on the facts which he knows.

38.2. In their written submissions, the Parties shall list the name(s) of any witnesses, whom they intend to call, including a brief summary of their expected testimony, with a copy of an identity document and the name(s) of any experts, stating their area of expertise, and shall state any other evidentiary measure which they request. Any witness statements shall be filed in its original language together with an English translation, if necessary, together with the Parties' submissions, unless the Chairperson decides otherwise.

- 38.3. The Tribunal shall be entitled to exclude from the case file any written testimonies of the witness, if this witness is not present in person to answer the questions of the Tribunal and the Parties.
- 38.4. Witnesses shall tell the absolute and whole truth and shall answer the questions put to them to the best of their knowledge and judgement.
- 38.5. It is the responsibility of the Parties to ensure the appearance of the witnesses summoned by them and to pay all costs and expenses in connection with their appearance.

**39. Anonymous Witnesses**

- 39.1. If a person's testimony conducted in the proceedings could lead to threats on his person or put him or any person particularly close to him in physical danger, the Chairperson of the Tribunal may order, inter alia, that:
- (a) the person shall not be identified in the presence of the Parties;
  - (b) the person shall not appear at the hearing;
  - (c) the person's voice shall be distorted;
  - (d) the person shall be questioned outside the hearing room;
  - (e) the person shall be questioned in writing;
  - (f) all or some of the information that could be used to identify the person shall be included only in a separate, confidential case file.
- 39.2. If no other evidence is available to corroborate the testimony provided by the person concerned, such testimony may only be used in the context of imposing sanctions if:
- (a) the Parties and their legal representatives have had the opportunity to pose questions to the person concerned in writing; and
  - (b) the members of the Tribunal have had the opportunity to interview the person concerned directly and in full awareness of his identity and to assess his identity and record in full.
- 39.3. Disciplinary measures shall be imposed on anyone who reveals the identity of any person granted anonymity or any information that could be used to identify such person.
- 39.4. To ensure their safety, persons granted anonymity shall be identified behind closed doors in the absence of the Parties. This identification shall be conducted alone by the Chairperson of the Tribunal and shall be recorded in minutes containing the relevant person's personal details. These minutes shall not be communicated to the Parties.

39.5. The Parties shall receive a brief notice which confirms that the person concerned has been formally identified, which contains no details that could be used to identify such person.

#### **40. Experts**

40.1. Where special knowledge is required, the Parties or the Tribunal may summon an expert.

40.2. The Tribunal shall be entitled to exclude from the case file any expert's written opinion, if this expert is not present in person to answer the questions of the Tribunal and the Parties.

40.3. It is the responsibility of the Parties to ensure the appearance of the expert summoned by them and to pay all costs and expenses in connection with his appearance. Any costs related to the appearance of the expert called by the Tribunal shall be covered by BIIU.

40.4. The rules concerning the withdrawal and challenge of members of the Tribunal shall also apply to the expert.

#### **41. Pleadings**

41.1. In case the Tribunal decides to hold a hearing with the presence of the Parties, as a general rule, the Parties are allowed to make two rounds of their presentations.

41.2. In their opening statements, the Parties shall briefly present the case to the Tribunal, including the main relevant facts of the case according to the relevant Party.

41.3. Following examination of the evidence contained in the case file, each Party shall present its closing statement, where a legal position and request for relief shall be represented to the Tribunal by each Party.

41.4. First, the accusing Party shall make its presentations, and then the accused Party shall make its presentations last.

#### **42. Closing of Proceedings**

When the Chairperson of the Tribunal finds the proceedings completed, he/she shall close the proceedings. No further submissions, documents and speeches are allowed after closing of the proceedings.

### **Section G – Decision**

#### **43. Deliberations**

43.1. Except when the case is being considered by a single arbitrator, deliberations are mandatory before the Tribunal shall issue the decision. Such deliberations may be held in form of personal meetings, teleconference, videoconference, by email or any other method.

43.2. Nobody except for arbitrators of the Tribunal may be present while the Tribunal deliberates.

#### **44. Decision of the Tribunal**

44.1. Decisions of the Tribunal shall be issued in written form. The Managing Director or the Chairperson of the Tribunal shall be entitled to sign decisions on behalf of the Tribunal.

44.2. Communication and publication of the Tribunal decision shall be made in accordance with article 27 of the BIIU Rules.

44.3. Notification of the decision is deemed complete when the decision is communicated to the Party. Notification to an authorised representative will be regarded as notification of the Party which they represent.

44.4. Decisions enter into force as soon as notification occurs.

44.5. Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the Tribunal. Where a decision has been corrected regulatory time limits will commence from the time of notification of the rectified decision.

### **Section H – Costs**

#### **45. Costs of Proceedings**

Unless otherwise provided in these Procedural Rules or BIIU Rules, BIIU shall cover all costs related to the proceedings, excepts to the Parties' costs. No procedural costs shall be imposed to the Parties.

#### **46. Costs of the Parties**

No costs of the Parties related to the proceedings, including counsels' fees, are awarded. Therefore, the losing Party shall not pay any costs of the winning Party.

### **Section I – Reconsideration, Interpretation and Rectification**

#### **47. Reconsideration**

47.1. The Tribunal may reconsider its decision, either on their own initiative or upon request of one of the Parties, when new pertinent facts arise or if new evidence is discovered, unless they could have been brought forward during the proceedings leading to the decision.

47.2. A request for reconsideration must be made to the Tribunal within 30 (thirty) days of the discovery of the new evidence and the need to have the decision reconsidered.

47.3. The decision made after the reconsideration process shall be final.

**48. Interpretation or Rectification**

48.1. If a decision is unclear, ambiguous, contradictory, or if it contains editing mistakes or errors of calculation, the Tribunal shall interpret or rectify the decision on their own initiative or upon a written request made by one of the Parties within 30 (thirty) days following the notification of the decision.

48.2. When an application for interpretation is filed, the BIIU Managing Director shall review whether there are grounds for interpretation. If so, (s)he shall submit the request for interpretation to the Tribunal which rendered the award. Any Tribunal members who are unable to act at such time shall be replaced in accordance with article 14. The Tribunal shall rule on the request within 30 (thirty) days following the submission of the request for interpretation to the Tribunal.

**CHAPTER 3 – RULES OF PROCEDURE FOR DISPUTES RESOLUTION BEFORE DRC**

**Section A – General Issues**

**49. Commencement of proceedings before DRC**

49.1. Proceedings are opened by the Chairperson of the DRC or, in case of his absence, by the Managing Director on the basis of written submissions of the claimant.

49.2. The DRC shall not hear any case if more than 2 (two) years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined *ex officio* in each individual case.

**50. Taking a Decision by DRC**

Unless otherwise established by the BIIU Rules, a decision of single arbitrator shall be taken alone, and a decision of the DRC in form of the panel consisted of 3 (three) arbitrators shall be taken by majority votes.

**51. Jurisdiction of DRC**

51.1. The DRC shall declare whether it is competent to hear the case. Jurisdiction of DRC shall be determined in accordance with the BIIU Rules.

51.2. If the DRC considers that it is not competent to hear the case, it shall pronounce a decision of a refusal to proceed.

## **52. Applicable law**

- 52.1. In their application and adjudication of law, the DRC shall apply the Constitution and the Regulations, while taking into account the law chosen by the Parties.
- 52.2. The Constitution and the Regulations shall always prevail over any norm of existing at national law.

## **53. Withdrawal from proceedings / Conflict of Interests**

- 53.1. Any arbitrator of the DRC shall withdraw from the proceedings in the following circumstances:
- (a) He has a personal interest in the outcome of the case;
  - (b) He has previously taken part in the same case in a different role, notably having acted as counsel to one of the Parties or having participated in the case as an expert or witness;
  - (c) He does not consider himself able to reach a decision in a totally independent and impartial manner due to other circumstances;
  - (d) He is in any of the situations of described in the Red List of the IBA Guidelines on Conflicts of Interest in International Arbitration;
  - (e) He is in any of the situations of described in the Orange List of the IBA Guidelines on Conflicts of Interest in International Arbitration and after disclosure to the Parties, any of the latter requests his recusation.
- 53.2. Withdrawn arbitrator of the DRC shall be replaced by the Chairperson with another arbitrator. If the Chairperson of the DRC withdrawn from the case, rest arbitrators shall jointly nominate third arbitrator from the list of the DRC arbitrators who shall act as the Chairperson for relevant case.

## **54. Challenge of arbitrator of the DRC**

- 54.1. A Party may request that an arbitrator of the DRC handling the case shall be removed from the case if any serious reason or reasons cast doubt on the impartiality or the independence of the person concerned.
- 54.2. The Party that wishes to challenge an arbitrator shall do so in writing to the Managing Board within 5 (five) days from the discovery of the grounds of the challenge, otherwise it shall forfeit the right to challenge. Challenges must be substantiated.
- 54.3. Should grounds for a challenge arise during the proceedings, the Party shall make them

known immediately and without delay.

- 54.4. A final and binding decision on challenge of an arbitrator shall be made by the Managing Board. This decision is not subject to any appeal. If a challenge is upheld or admitted by the arbitrator concerned, new arbitrator shall be appointed in the same manner as described in article 53.2.

#### **55. Consequences of Challenge**

- 55.1. Any act of procedure involving an arbitrator who has been withdrawn according to article 51 or challenged according to article 54 must be cancelled and repeated, provided that the Party challenging an arbitrator requests so when filing a request for challenge. However, any evidence submitted during the proceedings (including witnesses' statements, expert opinions, etc.) shall remain valid as long as the challenged arbitrator was not in a position to influence on such evidence.
- 55.2. If the grounds to challenge are only discovered once the case has been closed, the reconsideration of the decision is admissible.

#### **56. Replacement**

In the event of resignation, death, removal or successful challenge of an arbitrator, such arbitrator shall be replaced in accordance with the provisions applicable to her/his appointment. If, within the time limit fixed by the DRC, the claimant's Party does not appoint an arbitrator to replace the arbitrator it had initially appointed, the arbitration shall not be initiated or, in the event it has been already initiated, shall be terminated. Unless otherwise agreed by the Parties or otherwise decided by the DRC, the proceedings shall continue without repetition of any aspect thereof prior to the replacement.

#### **57. Provisional measure**

According to the circumstances of the case, the Chairperson on behalf of the DRC may pronounce, alter and annul provisional measure following the request of the Parties.

### **Section B – Parties and their Representatives**

#### **58. Parties**

The Parties are the claimant(s) and respondent(s).

#### **59. Addresses of Parties**

- 59.1. The Parties and other concerned participants of the proceedings are obliged to inform the



DRC of their current address or headquarters, as well as their email addresses. Failing that, the DRC may send any correspondence to the last known address, the address of the National Federation of the concerned participant or publish at least the invitation to a hearing and the decision taken.

59.2. The Parties and other concerned participants of the proceedings shall provide the DRC with notice of any change of address.

## **60. Third Parties**

60.1. A person covered by the Regulations whose interests may be affected with a decision to be issued by the DRC may submit a reasoned request on participation or intervention in the proceedings.

60.2. DRC shall decide whether to accept or reject the request on participation or intervention after having heard the Parties to the case.

60.3. If the request on participation or intervention in the proceedings is granted, a person who submits such a request becomes an Intervenient to the case and the DRC shall fix a deadline for that Party to provide them with a written submission.

## **61. Basic Procedural Rights and Obligations**

61.1. The fundamental procedural rights guaranteed to the Parties in the proceedings before the DRC, include in particular:

- (a) the right on equal treatment without discrimination;
- (b) the right to be heard;
- (c) the right to present the case;
- (d) the right to access the case file;
- (e) the right to provide and present evidence;
- (f) the right to obtain a reasoned decision; and
- (g) the right to legal representation.

61.2. If the protection of a preponderant private interest makes it necessary, the DRC may accept that the evidence will be presented to the arbitrators in the absence of the Parties. If the DRC intends to use this evidence against one of the Parties, it shall indicate the nature of the evidence and provide the Party with an opportunity to respond and present counter-evidence.

61.3. A party shall always act in good faith, tell the truth, and cooperate with any request for

information made by the DRC.

- 61.4. The same obligations apply to any natural person or legal person under the jurisdiction of the DRC and IBA that is not a party in a procedure but has been requested to contribute to a procedure by the DRC.

## **62. Representation**

- 62.1. Unless the DRC requested the Party to appear personally, the Party may participate in the hearing in person or by representation.
- 62.2. The Parties are free to have legal representation at their own cost, provided that a duly signed power of attorney shall be submitted. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.

## **Section C – Procedural Acts**

### **63. Notification**

- 63.1. The DRC shall notify the Parties and other concerned participants of the proceedings of their acts of procedure, as well as their decisions, in writing at the address that has been indicated as per article 59. The notification is validly made at this address if no notice was made to the DRC of any change of address.
- 63.2. Unless otherwise decided by the DRC in the exceptional circumstances, notifications shall be made by email.
- 63.3. If someone is represented by a counsel, the DRC has to notify their acts of procedure to the relevant counsel. When two or more counsels represent the same Party, the Party shall inform the address of the leading counsel and in case of failure, the notification is valid when made to one of them.
- 63.4. A refusal to accept the notification is still considered to be correctly notified.
- 63.5. Faulty notification shall not cause any damage to or lead to the loss of procedural rights.

### **64. Submissions**

- 64.1. Any submissions provided within the proceedings must contain:
- (a) The identity and contact details for notification of the party, in case of first submission;
  - (b) The identity and contact details for service of the respondent(s);
  - (c) an explanation of the facts pertinent to the case;

- (d) indicate the means of evidence relied upon;
- (e) contain conclusions;
- (f) the date and be signed;
- (g) proof of payment of the advance of costs (if applicable).

Written submissions shall be provided by email within the deadline stipulated (time of the email sent is relevant) by DRC.

- 64.2. If a submission does not meet all the formal requirements, the DRC shall fix a short deadline to correct it while indicating that, failing to do so, the submission shall not be taken into consideration.
- 64.3. Documents shall be submitted to the DRC in PDF, subject to that each document shall be clearly identified.
- 64.4. A Party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.

## **65. Proof of Notification or Transmission**

The burden of proof of notification or transmission lies with the DRC. The burden of proof for the transmission lies with the one sending it. An email sent to the address indicated by the recipient shall be deemed duly transmitted.

## **Section D – Procedure**

### **66. Time limits**

- 66.1. Time limits which the Parties and/or other concerned participants of the proceedings shall comply with commence the day after they have received the relevant document. As exceptional measure only, notifications made by the DRC after 18:00 (06.00 pm) CET on Friday until Sunday will set the commence day of time limit on Monday, irrespective whether it is an official holiday or a non-working day.
- 66.2. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of BIJU, i.e. Lausanne, Switzerland, If a time limit is not observed, the Party in default loses the procedural right in question.
- 66.3. Official holidays and non-working days are included in the calculation of time limits. Time

limits are interrupted from 20 December to 5 January inclusive.

- 66.4. When a deadline expires on a Saturday, Sunday or public holiday in Lausanne (Switzerland), where BIIU is domiciled, it is carried forward to the first subsequent business day.
- 66.5. Regulatory time limits may not be extended.
- 66.6. The time limits that are set by DRC shall run for no less than 10 (ten) days and no more than 30 (thirty) days. In urgent cases, time limits may be reduced. If a substantiated request is submitted before the time limit expires, an extension of a maximum of 15 (fifteen) days may be granted, but only once.

## **67. Hearings**

- 67.1. The Chairperson shall call the arbitrators of the DRC to each meeting. The Chairperson decides on the composition of the DRC for each meeting taking into account availability of the arbitrators and rotation principle.
- 67.2. The Chairperson shall conduct the meetings.
- 67.3. If a hearing is to be held, the Chairperson shall issue directions with respect to the hearing as soon as possible and set the hearing date during which the arbitrators hear the Parties, any witnesses and any experts, as well as the parties' final oral arguments, for which the Respondent is heard last.
- 67.4. The Chairperson shall conduct the hearing and ensure that the statements made are concise and limited to the subject of the written presentations, to the extent that these presentations are relevant.
- 67.5. Unless the parties agree otherwise, the hearings are not public. The hearing may be recorded.
- 67.6. Any person heard by the Panel may be assisted by an interpreter at the cost of the Party which called such person. The Parties may only call such witnesses and experts which they have specified in their written submissions. Each Party is responsible for the availability and costs of the witnesses and experts it has called. With the agreement of the parties, she/he may also exempt a witness or expert from appearing at the hearing if the witness or expert has previously filed a statement.
- 67.7. In principle, the hearings are held in person. However, the Chairperson may decide to conduct a hearing by videoconference or to hear some Parties, witnesses and experts via tele-conference or videoconference

## **68. Powers of Chairperson**

- 68.1. The Chairperson conducts the proceedings and may take any action required of the DRC by acting alone without the presence of the additional arbitrators, except decision-making. Decisions shall be made at the meetings.
- 68.2. The Chairperson ensures the smooth running of the proceedings and is competent to call to order.
- 68.3. The Chairperson may decide on his own initiative and under a simplified procedure, to not consider a request or declare that it is manifestly inadmissible and may directly reject it without further process. Such a decision must be summarily substantiated, and the cause of rejection shall be indicated.

## **69. Suspension of Procedure**

The Chairperson may at his own initiative or upon request, suspend the proceedings at any point if (s)he considers it necessary to do so.

## **70. Exchange of Submissions**

- 70.1. As a general rule, in each case shall be one claim and one answer. If necessary, the DRC may provide the Parties second round of submissions.
- 70.2. At any point in the proceedings, the DRC is free to require a clarification of standpoints or an additional exchange of submission on one or a number of issues.

## **71. Procedural Particularities**

- 71.1. Once the initial exchange of submission is completed, the DRC determines the means of establishing the facts of the case and communicates them to the Parties.
- 71.2. The DRC may require the Parties to be present at the hearing in person or may decide to rule solely on the basis of the documentary evidence.
- 71.3. The DRC shall indicate to the Parties the evidence which they accept and reject. DRC can also decide to reserve their right to consider certain evidence at a later stage.

## **Section E – Administration of Evidence**

### **72. Evidence, Evaluation of evidence and Standard of proof**

- 72.1. Any type of evidence may be provided, except for evidence obtained in bad faith or with a clear breach of the laws. Evidence may only be gathered for pertinent facts to the case.
- 72.2. The DRC has absolute discretion regarding the evaluation of evidence. All evidence relied

upon by the Parties must be submitted together with their pleadings within the prescribed time limit or within the deadline provided for the DRC in a given specific request. Such evidence must be listed, well enumerated and identified. Otherwise, it will be disregarded.

72.3. The standard of proof to be applied in the proceedings before the DRC is the comfortable satisfaction of the DRC.

**73. Burden of Proof**

Any Party relying on an alleged fact shall carry the burden of proof of this fact. During the proceedings, the Party shall submit all relevant facts and evidence of which the Party is aware at that time, or of which the Party should have been aware by exercising due care.

**74. Obligation to cooperate with the DRC**

Each Party shall cooperate with the DRC and provide all requested information and answer any requests of the DRC.

**75. Witnesses**

75.1. The witness shall be examined on the facts which he knows.

75.2. In their written submissions, the Parties shall list the name(s) of any witnesses, whom they intend to call, including a brief summary of their expected testimony, with a copy of an identity document and the name(s) of any experts, stating their area of expertise, and shall state any other evidentiary measure which they request. Any witness statements shall be filed in its original language together with an English translation, if necessary, together with the Parties' submissions, unless the Chairperson decides otherwise.

75.3. The DRC shall be entitled to exclude from the case file any written testimonies of the witness, if this witness is not present in person to answer the questions of the DRC and the Parties.

75.4. Witnesses shall tell the absolute and whole truth and shall answer the questions put to them to the best of their knowledge and judgement.

75.5. It is the responsibility of the Parties to ensure the appearance of the witnesses summoned by them and to pay all costs and expenses in connection with their appearance.

**76. Anonymous Witnesses**

76.1. If a person's testimony conducted in the proceedings could lead to threats on his person or put him or any person particularly close to him in physical danger, the Chairperson of the

DRC may order, inter alia, that:

- (a) the person shall not be identified in the presence of the Parties;
- (b) the person shall not appear at the hearing;
- (c) the person's voice shall be distorted;
- (d) the person shall be questioned outside the hearing room;
- (e) the person shall be questioned in writing;
- (f) all or some of the information that could be used to identify the person shall be included only in a separate, confidential case file.

76.2. If no other evidence is available to corroborate the testimony provided by the person concerned, such testimony may only be used in the context of imposing sanctions if:

- (a) the Parties and their legal representatives have had the opportunity to pose questions to the person concerned in writing; and
- (b) the members of the DRC have had the opportunity to interview the person concerned directly and in full awareness of his identity and to assess his identity and record in full.

76.3. To ensure their safety, persons granted anonymity shall be identified behind closed doors in the absence of the Parties. This identification shall be conducted alone by the Chairperson of the DRC and shall be recorded in minutes containing the relevant person's personal details. These minutes shall not be communicated to the Parties.

76.4. The Parties shall receive a brief notice which confirms that the person concerned has been formally identified, which contains no details that could be used to identify such person.

## **77. Experts**

77.1. Where special knowledge is required, the Parties or the DRC may summon an expert.

77.2. DRC shall be entitled to exclude from the case file any expert's written opinion, if this expert is not present in person to answer the questions of the DRC and the Parties.

77.3. It is the responsibility of the Parties to ensure the appearance of the expert summoned by them and to pay all costs and expenses in connection with his appearance. Any costs related to the appearance of the expert called by the DRC shall be covered by BIIU.

77.4. The rules concerning the withdrawal and challenge of members of the DRC shall also apply to the expert.

## **78. Pleadings**

- 78.1. In case the DRC decides to hold a hearing with the presence of the Parties, as a general rule, the Parties are allowed to make two rounds of their presentations.
- 78.2. In their opening statements, the Parties shall briefly present the case to the DRC, including the main relevant facts of the case according to the relevant Party.
- 78.3. Following examination of the evidence contained in the case file, each Party shall present its closing statement, where a legal position and request for relief shall be represented to the DRC by each Party.
- 78.4. First, a claimant shall make his presentations, and then respondent shall make its presentations last.

## **79. Closing of Proceedings**

When the Chairperson of the DRC finds the proceedings completed, he/ she shall close the proceedings. No further submissions, documents and speeches are allowed after closing of the proceedings.

## **Section F – Decision**

### **80. Deliberations**

- 80.1. Except when the case is being considered by a single arbitrator, deliberations are mandatory before the DRC shall issue the decision. Such deliberations may be held in form of personal meetings, teleconference, videoconference, by email or any other method.
- 80.2. Nobody except for arbitrators of the DRC may be present while the DRC deliberates.

### **81. Decision of the DRC**

- 81.1. Decisions of the DRC shall be issued in written form. The Managing Director or the Chairperson of the DRC shall be entitled to sign decisions on behalf of the DRC.
- 81.2. Communication and publication of the DRC decision shall be made in accordance with article 32 of the BIIU Rules.
- 81.3. Notification of the decision is deemed complete when the decision is communicated to the Party. Notification to an authorised representative will be regarded as notification of the Party which they represent.
- 81.4. Decisions enter into force as soon as notification occurs.
- 81.5. Obvious mistakes in decisions and obvious procedural errors discovered after a decision is



rendered may be corrected, ex officio or on application, by the Tribunal. Where a decision has been corrected regulatory time limits will commence from the time of notification of the rectified decision.

## Section G – Costs

### **82. Costs of Proceedings**

- 82.1. Procedural costs are payable for the proceedings before the DRC.
- 82.2. Upon submission of a claim before the DRC, a claimant shall pay an advance of costs in amount:
- USD 500 if a dispute of non-financial nature or the amount of a dispute is up to USD 50,000;
  - USD 1,000 if the amount of a dispute is above USD 50,000 but up to USD 100,000;
  - USD 5,000 if the amount of a dispute is above USD 100,000.
- 82.3. Advance of costs shall be also paid by the counterclaimant when a counterclaim is lodged.
- 82.4. The advance of costs shall be paid in the following bank account clearly indicating the name of the parties as a reference:
- Beneficiary:  
Bank name:  
IBAN:  
SWIFT:  
Ref:
- 82.5. The DRC will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that BIIU to assume all procedural costs.
- 82.6. A Party that has been ordered to pay procedural costs is only obliged to pay where:
- a) it requests the grounds of the decision after having been notified of the operative part; or
  - b) the decision has been notified with grounds.
- 82.7. Procedural costs shall be paid within 10 (ten) days as from the notification of the relevant decision to the bank account provided in the decision. The relevant proof of payment shall

be filed with the same request for the grounds. If a party fails to pay procedural costs within the granted time-limit it will lose its right to receive the grounds of the decision unless the other party has requested the grounds and paid the relevant procedural costs within the prescribed deadline.

### **83. Costs of the Parties**

No costs of the Parties related to the proceedings before the DRC, including counsels' fees, are awarded. Therefore, the losing Party shall not pay any costs of the winning Party. The DRC shall reimburse the claimant the advance of costs if the latter is the winning party and is not in any position of article 82.5.

## **Section H – Reconsideration, Interpretation and Rectification**

### **84. Reconsideration**

- 84.1. The DRC may reconsider its decision, either on their own initiative or upon request of one of the Parties, when new pertinent facts arise or if new evidence is discovered, unless they could have been brought forward during the proceedings leading to the decision.
- 84.2. A request for reconsideration must be made to the DRC within 30 (thirty) days of the discovery of the new evidence and the need to have the decision reconsidered.
- 84.3. The decision made after the reconsideration process shall be final.

### **85. Interpretation or Rectification**

- 85.1. If a decision is unclear, ambiguous, contradictory, or if it contains editing mistakes or errors of calculation, the DRC shall interpret or rectify the decision on their own initiative or upon a written request made by one of the Parties within 30 (thirty) days following the notification of the decision.
- 85.2. When an application for interpretation is filed, the BIIU Managing Director shall review whether there are grounds for interpretation. If so, (s)he shall submit the request for interpretation to the DRC which rendered the award. Any DRC's members who are unable to act at such time shall be replaced in accordance with article 56. The Tribunal shall rule on the request within 30 (thirty) days following the submission of the request for interpretation to the Tribunal

## CHAPTER 4 – APPEAL

### **86. Appeal against the Tribunal or DRC decision**

- 86.1. Decisions passed by the Tribunal or the DRC may be appealed against in front of the Arbitration Institution, which will resolve the dispute definitively in accordance with its procedural rules.
- 86.2. The language of the proceeding shall be English.
- 86.3. The time limit to appeal shall be 21 (twenty-one) days after the reception of the decision (with grounds) to be appealed.

### **87. Effect of Appeal**

- 87.1. Save as provided in para. 2 below, the appeal does not have a suspensive effect except with regard to orders to pay a sum of money.
- 87.2. A decision of the Tribunal or the DRC shall only be suspended if the Arbitration Institution issues the relevant provisional measures upon the request of the Parties.

## CHAPTER 5 – FINAL PROVISIONS

### **88. Lacuna**

In case of lacuna in these provisions, the BIIU Managing Board shall be responsible to decide upon a missed issue.

### **89. Authoritative text**

If there are any discrepancies between the interpretation of these Rules in the various languages, the English text is authoritative.

### **90. Adoption and Enforcement**

- 90.1. These Procedural Rules are adopted by the IBA Board on November 5, 2022 and comes into force with immediate effect.
- 90.2. These Procedural Rules shall replace the IBA Procedural Rules approved by the IBA Board on April 8, 2021.
- 90.3. The procedures which are pending before adoption of these Procedural Rules remain subject to the IBA Procedural Rules approved by the IBA Board on April 8, 2021, unless both Parties request the application of these Procedural Rules. In case the IBA Procedural Rules approved by the IBA Board on April 8, 2021 does not regulate any matter significant

for the proceedings, these Procedural Rules shall apply.