



MEDIATION RULES OF QATAR SPORTS ARBITRATION TRIBUNAL

SECTION ONE: DEFINITIONS

2

Preamble

3

Article (1): Scope of Application of the Rules

3

Article (2): Initiating Mediation

3

Article (3): Appointment of Mediator

3

Article (4): Independence and Impartiality

3

Article (5): Disclosure of Potential Disqualification and Waiver

4

Article (6): Written Submissions

4

Article (8): Mediation Session(s)

4

Article (9): Representation

5

Article (10): Confidentiality and Disclosure

5

Article (11): Suspension or Termination of Mediation

5

Article (12): Fees and Expenses

6

Article (13): Language of the Rules and Proceedings

6

Article (14): Entry into Force of the Rules

6

ANNEX (1): SCHEDULE OF FEES AND COSTS

6

SECTION ONE: DEFINITIONS

For the purposes of implementing these Rules, the following words shall have the meanings assigned thereto:

QSAF:

The Qatar Sports Arbitration Foundation

QSAF Assembly:

The Qatar Sports Arbitration Foundation General Assembly.

QSAF Board:

The Qatar Sports Arbitration Foundation Board of Directors.

QSAT:

Qatar Sports Arbitration Tribunal, which operates under the Qatar Sports Arbitration Foundation.

Mediation Division:

The division responsible to facilitate dispute resolution among sport-related bodies and individuals by conducting mediation in accordance with the QSAF Statutes and the Rules.

Chairman of the Relevant Division:

The chairman of the Mediation Division.

QSAF Statutes:

The Qatar Sports Arbitration Foundation Articles of Association.

Rules:

The mediation rules issued by the QSAF Assembly

Regulations:

The procedural and internal regulations issued by QSAF Board.

Parties:

The disputing parties, which include one or more claimant(s), and one or more respondent(s).

Secretary General:

The General Secretary of QSAT, who is appointed by the QSAF Board.

General Secretariat:

The administrative office of QSAT, which report to the Secretary General.

Lists:

The registration list in which mediators, are registered at QSAT.

Where appropriate in these Rules, words importing the singular shall include the plural and words importing the masculine gender shall include the feminine, and vice versa.

Preamble

The QSAT has a Mediation Division for the purpose of facilitating dispute resolution among sports-related bodies by conducting expeditious mediation proceedings governed by the QSAF Statutes and the Rules.

Article (1): Scope of Application of the Rules

- 1.1 The Rules shall apply where the parties have agreed to resolve a sports-related dispute in accordance with the mediation procedure of the Mediation Division of the QSAT.
- 1.2 Sports-related disputes that are disciplinary in nature shall not be subject to mediation.
- 1.3 In case of any conflict between the Rules and any aspect of Qatari Law, the Rules shall prevail unless the particular aspect of Qatari Law cannot be waived by the parties and/or is of mandatory nature.

Article (2): Initiating Mediation

- 2.1 The parties may either jointly or unilaterally refer to mediation to resolve the sports-related dispute by addressing a Request for Mediation to the General Secretariat.
- 2.2 The Request for Mediation shall contain:
 - a. The identity of the parties and their representatives (complete name, physical and postal address(es), P.O. Box, facsimile number, e-mail address and telephone number);
 - b. A copy of the agreement to submit the dispute to mediation before the QSAT;
 - c. A brief description of the dispute; and
 - d. Proof of payment of the administrative costs outlined in Annex (1) of the Rules.
- 2.3 Upon receipt of the Request for Mediation together with the payment of the administrative costs, the General Secretariat shall deem the mediation proceedings commenced, and shall proceed to inform the parties of said date of commencement.

Article (3): Appointment of Mediator

- 3.1 The QSAT shall maintain a list of mediators. The parties shall jointly nominate a mediator from the QSAT list of mediators within fifteen (15) days after the mediation proceedings have commenced. If the parties fail to come to an agreement on whom to nominate as the mediator, the Chairman of the Mediation Division after receiving a proposal from the Secretary General on the subject, shall nominate a mediator in lieu of the parties.
- 3.2 Once the nominated mediator has accepted her/his appointment, the mediator is deemed appointed and the General Secretariat shall inform the parties of her/his appointment.
- 3.3 If a nominated mediator is unable or unwilling to be appointed, another mediator from the list shall be appointed according to the same procedure set in Articles (3.1) and (3.2) above.

Article (4): Independence and Impartiality

- 4.1 Unless otherwise agreed by the parties after full disclosure, the appointed mediator shall not act as an advocate for any party to the mediation and shall be, and remain at all times during the mediation, fully independent, impartial, and free of any personal interest or other conflict of interest.
- 4.2 The mediator shall not provide legal or professional advice to any of the parties. The mediator may express views or opinions on the matter at issue, and may identify evaluative approaches, and where the mediator does so, it shall not be construed as either advocacy on behalf of a party or as legal or professional advice to a party. The parties shall at all times rely exclusively on their own advisors for legal and professional services.
- 4.3 The QSAF Board shall issue the conditions and procedure to register on the List.

Preamble

Article (5): Disclosure of Potential Disqualification and Waiver

- 5.1 Before accepting an appointment, and at all times after accepting an appointment, a mediator shall disclose to the General Secretary in writing any circumstance that could potentially give rise to a reasonable apprehension of a lack of independence or impartiality in the mediation. Should any such circumstance be so disclosed, the General Secretary shall immediately notify the parties of it. If any party objects, in writing, to the mediator based on any such disclosure, the mediator shall immediately withdraw from the mediation and another mediator shall be appointed in accordance with Article (3) of the Rules. If no party objects in writing within five (5) days from receipt of such disclosure, the mediator shall continue to serve as mediator, and the parties shall be deemed to have waived the right to object to any reasonable apprehension of a lack of independence or impartiality that arises as a consequence of that disclosure.
- 5.2 Any party that knows, or reasonably should know, of any circumstance that could give rise to a reasonable apprehension of a lack of independence or impartiality on the part of a mediator (whether or not that circumstance is disclosed under paragraph (5.1) above), and proceeds with the mediation without promptly stating an objection to that circumstance in writing, shall be deemed to have waived the right to object.

Article (6): Written Submissions

- 6.1 After confirmation of the appointment of the mediator, each party shall be invited to file written submissions with the mediator within the time limits established by the mediator, which shall include, but are not limited to:
- The underlying facts of the dispute;
 - Their arguments in support of their positions in the dispute;
 - Any evidence, documentary or otherwise, in support of their positions; and
 - The provision of further written submissions to the mediator.

Article (7): Authority of the Mediator

- 7.1 During the Mediation Session(s), the mediator shall attempt to assist the parties to reach a satisfactory resolution of their dispute, but has no authority to impose a settlement. The mediator is authorized to conduct joint and separate sessions with the parties at the discretion of the mediator.
- 7.2 If the parties are unable to reach a settlement in the mediation process, and if all parties and the mediator agree, the mediator may produce for the parties a non-binding recommendation for terms of settlement. This recommendation shall be the mediator's reasonable attempt to find acceptable settlement terms.
- 7.3 The mediator may retain experts or consultants as he/she believes to be appropriate. The parties shall pay for the expenses of such experts or consultants, in equal amounts, unless they agree otherwise.

Article (8): Mediation Session(s)

- 8.1 As a general rule, the mediation procedure shall be carried out in one Mediation Session, unless the mediator determines that multiple Mediation Sessions are required for a particular dispute.
- 8.2 The Mediation Session(s) shall be held at the offices of the QSAT in Doha, Qatar, unless all the parties and the mediator agree to another location, after the Secretary General's approval.
- 8.3 Each party must attend the Mediation Session(s) in person or through duly authorized representatives. In addition, each party may be assisted by advisors, experts, or any other persons, provided that the party has communicated the name(s) and capacity of such persons to the mediator and the other party(ies) at least three (3) days before the Mediation Session.
- 8.4 The Mediation Session(s) shall be held in private. Only those persons authorized in paragraph (8.3) above may attend, unless otherwise agreed by the parties.
- 8.5 During the Mediation Session(s), the mediator is authorized to hold a joint session with all the parties present and may later choose at his/her discretion to hold separate sessions with the parties individually.
- 8.6 The persons who attend the Mediation Session(s) must have authority to settle the dispute.

Preamble

Article (9): Representation

9.1 The parties may be represented or assisted by persons of their choice. The complete name, physical and postal address, P.O. Box, facsimile number, e-mail address and telephone number of any representative of the parties shall be communicated, in writing, to the mediator and to other party(ies) at least three (3) days before the first Mediation Session. A power of attorney must be provided.

Article (10): Confidentiality and Disclosure

10.1 The parties and the mediator shall agree on the extent of documentary disclosure required for an effective mediation, but the mediator shall not have the power to compel the disclosure of any document.

10.2 The mediation proceedings are confidential.

10.3 The mediator, the parties, the experts and advisors, and any other persons who accompany the parties to the mediation shall respect the confidential nature of the mediation and shall not disclose to any non-party any information, documents, and communications that are created, disclosed, received, or made available in connection with the mediation except with the parties' written consent.

10.4 The mediator shall obtain, in writing, from all experts and consultants retained by the mediator and any other person who accompanies the parties, commitments to maintain the obligations of confidentiality provided in this Article.

10.5 The parties agree that Mediation Session(s) is (are) without prejudice, and that settlement negotiations and disclosures are inadmissible in any subsequent litigation or arbitration. The parties further agree not to compel or otherwise require the mediator to testify or produce records or notes in any future proceedings. No transcripts, minutes or recordings shall be kept of the proceedings.

10.6 The parties agree that they shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings any of the following, with the exception of information otherwise produced through the discovery process:

- a. Any views expressed, suggestions or offers made to or received from a party in respect of the possible settlement of the dispute;
- b. Any admissions made by a party in the course of the mediation;
- c. The fact that a party had or had not indicated a willingness to accept a proposal or recommendation for settlement made by the mediator; or
- d. Proposals made or views expressed by the mediator.

Article (11): Suspension or Termination of Mediation

11.1 The mediator may suspend the mediation:

- a. Upon written request by all the parties; or
- b. By issuing a written declaration that further efforts at mediation would not be useful at this time and that the mediation is suspended.

11.2 The mediation is terminated:

- a. By the execution of a settlement agreement by the parties;
- b. By the issuance of a written declaration of one or more parties that the mediation is terminated; or
- c. By the issuance of a written declaration by the mediator that further efforts at mediation are no longer worthwhile and that the mediation is terminated.

Preamble

Article (12): Fees and Expenses

- 12.1 The parties shall pay to the General Secretary the fees provided in Annex (1) of the Rules.
- 12.2 The parties shall bear equally and pay the mediator's fee and all the mediator's expenses as outlined in Annex (1), including travel, and the rental of premises (if necessary), and the costs and expenses of any expert, consultant or interpreter retained by the mediator, unless otherwise agreed by the parties. Such fees and expenses shall be paid to the General Secretariat.
- 12.3 The mediator may require the parties to pay an advance of costs, including proportionate shares of the costs of the mediation.
- 12.4 Each party shall bear its own costs and expenses from participating in the mediation, unless otherwise agreed by the parties.

Article (13): Language of the Rules and Proceedings

- 13.1 The Rules have been drafted in English and Arabic. In the event of any discrepancy between the texts of the Rules, the QSAF Assembly is vested with the authority to resolve the specific divergence between the texts of the Rules.
- 13.2 The official working languages of the QSAT shall be English and Arabic. All proceedings before the QSAT shall be conducted in one of the official working languages of the QSAT.
- 13.3 In the absence of an agreement between the parties, the mediator shall select one of the official working languages as the language of the mediation, taking into account all relevant circumstances. Thereafter, the proceedings shall be conducted exclusively in that language. The mediator may use the services of an independent interpreter, where he/she deems it necessary, in order to ensure smooth conduct of the relevant proceedings in the selected working language. Any costs associated with this independent interpreter shall be borne by the parties.

- 13.4 Documents provided to the QSAT in a language other than the language of the mediation must be accompanied by a certified translation into the language of the proceedings, unless the mediator decides otherwise. The party providing such document(s) is responsible for all costs in connection with the translation of such document(s).

Article (14): Entry into Force of the Rules

- 14.1 The present Rules have been accepted on the occasion of the Qatar Sports Arbitration Foundation General Assembly meeting on 5th April 2018 and become effective as of the date of its approval by the General Assembly.

ANNEX (1): SCHEDULE OF FEES AND COSTS

Article (1): Administrative Costs

- 1.1 The QSAT administrative costs for a mediation are fixed at QAR five thousand (5,000).

Article (2): Fees and Expenses of Mediator

- 2.1 The amount of fees to be paid to the mediator is fixed by the General Secretary on the basis of the work provided by the mediator and on the basis of time reasonably devoted to his or her task. QSAT mediators are paid an hourly rate of QAR one thousand five-hundred (1,500).
- 2.2 In addition to the payment of the mediator's fees, the parties shall bear the costs of all the mediator's travel and accommodation expenses, such as air travel in business class, ground transportation, hotel accommodation in a five-star hotel and three meals a day in the hotel incurred in relation with the mediation. Travel and accommodation shall be arranged by the General Secretariat. Any additional food and beverage expenses or other expenses shall be paid by the mediator.



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