

**PROCEDURE RULE OF MONGOLIA INTERNATIONAL AND NATIONAL
ARBITRATION FOR SPORT**

CHAPTER ONE.
MONGOLIAN INTERNATIONAL AND NATIONAL SPORTS ARBITRATION
GENERAL PRINCIPLES OF STRUCTURE, ORGANIZATION AND OPERATION

ONE. The basic principle

- 1.1. The Board of the Mongolian Federation of International and National Sports Arbitration has formalized the Rules of Procedure of the Mongolian International and National Sports Arbitration in accordance with Article 7.2 of the Law on Arbitration, which states that “Permanent arbitrators shall have rules of arbitration”.
- 1.2. This Rule consists of regulations, other rules, regulations, instructions and recommendations approved by the Board of the Mongolian International and National Sports Arbitration Federation.

TWO. The purpose of the principle

- 2.1. The main objectives of the Rules for Resolving Disputes arising from sports relations (hereinafter referred to as the “Rules”) is to resolve disputes related to sports agreements between Mongolian physical culture and sports organizations, Performance Agreements, Sales and Purchase Agreements, Employment Agreements, High-Level Athletes, Property agreement between sports organizations, athletes, sports organizations-athletes, sports committees, associations-members, sports committees, associations-citizens, coaches-sports organizations, athletes-judges, athletes-coaches, professionals and foreign athletes and coaches. In addition to the general requirements of international and Mongolian law, Mongolian international and national sports arbitration shall comply with international standards, the Model Law on Arbitration, the International Sports Convention, the Olympic Charter, the World Anti-Doping Code and its International Standards, and international trade practices. Mongolian International and National sports arbitration shall comply with the general requirements of International and Mongolian laws, as well as international standards, arbitration laws, the Law on Physical Culture and Sports , international sports conventions, the Olympic Charter, the World Anti-Doping Code and its International Standards, and international trade practices.
- 2.2. The purpose of this Rule is to resolve any disputes arising within the scope of a particular sport only in accordance with the law and principles of fairness, non-discrimination, full equality of the parties, and in a fair and equitable manner.

THREE. Scope and principles of Mongolian International and National Sports Arbitration Rules

- 3.1. The scope of these Rules is limited to the scope of international and domestic arbitration proceedings within the jurisdiction of the Mongolian Court of International and National Arbitration (hereinafter referred to as "Sports Arbitration").

- 3.2. Unless otherwise agreed by the parties, the dispute shall be governed by the laws and regulations in force on the date of commencement of the Sports Arbitration proceedings. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case).
- 3.3. Unless otherwise provided in this Rules or not agreed by parties in the Sports Arbitration Agreement, the Sports Arbitral tribunal shall conduct appropriate proceedings without deteriorating the legal status of either party. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case).
- 3.4. Sports arbitration should follow the principle of non-discrimination on operations regardless of sports organizations type of ownership, nationality, race, religion, age, gender, vocational education, team affiliation, sports degree, wealth of athlete;
- 3.5. This rule shall apply to the settlement of disputes arising from any contracts, rules, regulations and agreements concluded within the framework of all sports events, such as Mongolian children's, student, national and all-nation sports festival /wrestling, horse racing and archery/, national and international competitions, contests, festivals, national championships, national festivals, local /aimag, soum and bag/, branch, organization
- 3.6. Activities other than those mandated by the Arbitration Law shall be carried out in accordance with this Rule

3.7. The terms used in this rule shall have the following meanings:

The “**Model Law**” was adopted by the United Nations Commission on International Trade Law in June 1985 the Model Law on International Commercial Arbitration issued on November 21;

The “**Olympic Charter**” was approved by the International Olympic Committee in July 2011 documents that came into force in a month;

The “**World Anti-Doping Code**” was first adopted in 2003 and took effect in 2004. It was subsequently amended four times, the first-time effective 1 January 2009, the second time effective 1 January 2015, the third time effective 1 April 2018 (compliance amendments) and the fourth time effective 1 June 2019 (reporting of certain endogenous substances as Atypical Findings). The revised 2021 World Anti-Doping Code is effective as of 1 January 2021.

The “**Law on Physical Culture and Sports**” took effect in 2018. The purpose of this law is to determine the management, organization, operation, and legal basis of the field of physical education and sports, and to regulate relations related to the development of physical education and sports.

The “**International Standards**” mean the standards adopted by WADA in support of the World Anti-Doping Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures

addressed by the International Standard were performed properly. International Standards shall include any Technical Documents issued pursuant to the International Standard.

The "**Declaration against Drugs**" means the Copenhagen Declaration against Drugs in Sport; "**Resolution of the Supreme Court**" means specified in Article 50.1.4 of the Constitution of Mongolia;

FOUR. Legal norms applicable to dispute resolution

- 4.1. The Law on Arbitration, the Law on Physical Culture and Sports, the Law on National Festivals, the Supreme Court's interpretation of the law, the rules and regulations of the sport (including, without limitation the World Anti-Doping Code and International Standards), the Model Law on Arbitration issued by the United Nations Commission on International Trade Law, the Olympic Charter, the World Anti-Doping Code and its International Standards, and common standards for arbitration in other countries, International Sports Relations Etiquette, customs and habits, tradition is the legal norm and relevant source for resolving cases and disputes.
- 4.2. The arbitral tribunal shall abide by the legal norms chosen by the parties to the extent appropriate to the content of the case. If the parties do not agree, the arbitral tribunal shall take into account the provisions of the contract entered into by the parties and such legal norms, international treaties and customs as it deems appropriate. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case).
- 4.3. In exceptional cases where the parties are directly authorized, the arbitral tribunal may, without the application of any law, settle the dispute in accordance with the ethical standards considered fair, the correct wisdom of life, the people's wisdom and the customs of the country. Notwithstanding the aforementioned, this provision shall not apply to doping proceedings.
- 4.4. In the case of the application of foreign law, the relevant articles, sections, provisions of the law, the official interpretation of the law and the practice of resolving the case may be compared.
- 4.5. The following provisions of the Law on Arbitration of Mongolia shall apply to sports arbitration in international proceedings. "Arbitration agreement, court action to ensure the execution of the arbitral award, costs and damages, acceptance and execution of interim measures, assistance to the court in compiling temporary measures and evidence, accepting and executing the main decision, basic refusal to execute the decision".
- 4.6. Doping disputes are not covered by this rule and shall be resolved in accordance with the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case.

CHAPTER TWO.
SPORTS DISPUTE RESOLUTION PROCEDURE

FIVE. Claim

- 5.1. Legal entity or individual who considers that their rights, freedoms and interests in relation to sports and sports organizations have been affected has the right to appeal to international and national sports arbitration in case of sports association does not have a structure, organization or composition to resolve disputes, or refuses to resolve the dispute, the dispute has not been resolved within the period specified in this Rule, or disagree with the decision
- 5.2. Claims can be submitted to Mongolian International and National Sports Arbitration by registered mail or in person.
- 5.3. The claim shall contain the following information. Including:
 - 5.3.1 Name, address, telephone, e-mail, postal address, information of authorized persons, representatives, power of attorney and all contact information of the parties;
 - 5.3.2 Demand of the claim, amount;
 - 5.3.3 Basis of the claim and the content of the dispute;
 - 5.3.4 Sports arbitration agreements, contracts and other evidential documents;
 - 5.3.5 Payment of sports arbitration fees;
 - 5.3.6 A power of attorney if an authorized representative is involved;
 - 5.3.7 Information and documents deemed relevant to the sports arbitration proceedings may provided;
- 5.4. The following information may be additionally included in the claim. including:
 - 5.4.1 Legal basis of the claim or additional explanation in support of the claim;
 - 5.4.2 Specific requests for venue, language, and applicable law for sports arbitration;
 - 5.4.2 The number of arbitrators requesting to resolve the dispute, and a statement stating the name of the arbitrator (if selected)
- 5.5. If the Sports Arbitration Secretariat deems that the requirements for filing a claim have been met, it shall accept the claim, register the number of pages, date and time of the claim and attached materials, sign, stamp and notify the claimant.
- 5.6. Copies of the claim, its annexes, defendant's explanations, counterclaims, and all documents submitted with the annex shall be submitted to the Sports Arbitration by the number of participants and arbitrators.
- 5.7. The claim may be filed in Mongolian or in a foreign language, and if the claim or any attached documents are made in a foreign language, it shall be translated into Mongolian or a certified translation into the language and, if necessary, notarized. Notwithstanding the aforementioned, the World Anti-Doping Agency shall not be required to translate its claim into Mongolian.
- 5.8. If a qualified counterclaim is filed at the beginning of the main hearing, or the claim is changed, the hearing may be adjourned by allowing the parties to review the new claim,

re-comment, and gather new evidence. However, if the other party accepts the counterclaim or the amended claim and requests to continue the hearing, the hearing shall continue as usual.

5.9. The Secretariat shall notify the plaintiffs and defendants of the initiation of the Sports Arbitration Case.

SIX. Refusal to accept Statements of Claim

6.1. Grounds for refusal to accept of claim:

- 6.1.1 Non-jurisdiction disputes in sports arbitration;
- 6.1.2 Arbitration does not fall within the jurisdiction of Article 13.3 of the Civil Procedure Code and disputes that are specifically assigned to courts and other authorized bodies and officials by law.
- 6.1.3 A lawsuit was filed by a person without legal capacity or right to represent;
- 6.1.4 There is a valid court decision or arbitral award resolving the issues mentioned in the claim;
- 6.1.5 The requirements for filing a claim were unqualified;

6.2. If the claim is returned according to the filing requirements, a certain period of time (7-14 days) will be given to complete the requirements, the claim will be returned if the application is not submitted within the specified time.

SEVEN. Value of claims

7.1. The value of the claim is determined as follows:

- 7.1.1 in claims demanding payment by the sum of money claimed;
- 7.1.2 in claims demanding to annul contracts and agreements by the total amount of the contract or agreement
- 7.1.4 in claims demanding the property by the value of property, or if the value cannot be determined, at the current average market price
- 7.1.4 in claims for demanding recognition or modification of a legal relationship at the cost of the legal relationship at the time the claim is filed;
- 7.1.5 in claims for demanding specific act or omission shall be made on the basis of information available on the plaintiff's property interests;
- 7.1.5 in claims consisting of several independent demands by the total sum of all claims.

7.2. If the plaintiff has not determined or miscalculated the amount of the claim, the arbitral tribunal shall determine the amount of the claim on its own initiative, at the request of the plaintiff or defendant.

7.3. If incapable to determine the value of the claim, it may be determined by the relevant professional organization.

EIGHT. Arbitration fee

- 8.1. The amount, reimbursement and apportionment of sports arbitration fees are determined by law and the Procedures for Calculation of Arbitration Principal and Additional Fees.
- 8.2. Sports Arbitration costs consist of principal and additional costs, and the principal costs are paid in advance when filing a claim with the arbitrator.
- 8.3. Principal costs include arbitration fees and administrative costs
- 8.4. The parties shall pay the following additional costs incurred during the arbitration proceedings within the period specified by the arbitral tribunal.
 - 8.4.1. Expenses related to the expert and their remuneration, if the actions performed by the arbitral award are not related to the main duties of the expert,
 - 8.4.2. Expenses for inspections and travel;
 - 8.4.3. Expenses related to arbitration proceedings and meetings held outside the place of permanent residence of the arbitral tribunal;
 - 8.4.4. Expenses related to postage, translation, interpretation and witness costs;
 - 8.4.5. Other costs.

NINE. Initiate sports arbitration proceedings, file explanations and counterclaims

- 9.1. The Sports Arbitration Secretariat shall ensure the preparation of the hearing, and formalize the proceedings and decisions of the hearing.
- 9.2. The arbitral proceedings shall be deemed to have begun when the notice and the claim are delivered to the respondent in accordance with Article 10.
- 9.3. The parties shall agree on the settlement of the dispute at the Sports Arbitration Mediation Center within 7–14 days after the commencement of the arbitration proceedings and shall submit their proposals in writing separately.
- 9.4. If there is no response within the above-mentioned period and there are different opinions, the head of the Secretariat shall issue a decision on the case or dispute within 14 days.
- 9.5. In the case of several plaintiffs and defendants, the time shall be counted by notifying the last party.
- 9.6. The decision to initiate a sports arbitration case, the rules of arbitration proceedings, the procedure for calculating the main and additional claims, the list of arbitrators and the claim and the attached documents shall be provided to the parties.
- 9.7. In case of the parties fail to respond within the stipulated time and no arbitrator is appointed, the arbitral proceedings shall continue in accordance with these Rules
- 9.8. Arbitration proceedings may involve several plaintiffs and defendants, and the principal and counterclaims and explanations shall be submitted respectively.
- 9.9. Defendant has the right to file a counterclaim before the termination of the proceedings on the issue related to the main claim. The counterclaim shall meet the requirements set forth in Article 5.

TEN. Time of receipt and delivery of documents

- 10.1. The parties to the case or their representatives and attorneys shall obtain all documents and notices related to the dispute at the Sports Arbitration center, and if it is not possible, it shall be delivered to the last known place or postal address of the parties, but if it is not possible to determine the address, it shall be delivered by registered mail within 3 working days to the address specified in the contract or reference submitted by the competent authority. Delivery shall be deemed to have been received if it is confirmed by evidence.
- 10.2. Attempting to deliver documents in all possible methods, (faxes, text messages, e-mail addresses, other social application etc.) it shall be deemed as received.
- 10.3. The date of delivery of documents and notices in accordance with 10.2 and 10.3 of this Article shall be considered as the date of receipt of the documents and notices within the relevant period.
- 10.4. The date of receipt of the notification and documents, the date of the arbitral proceedings shall be determined by the calendar date, and the time shall be determined by the local time of the country where the proceedings take place.
- 10.5. If the last day of the period is a public holiday in the country or region of residence of the recipient, this period shall be considered the first day of the next working day.
- 10.6. The time shall be counted from the calendar day and shall be counted from the date of receipt of the notification.

ELEVEN. Arbitral tribunal

- 11.1. The parties shall notify in writing of the selection and appointment of an arbitrator from the list of arbitrators of the International and National Sports Arbitration of Mongolia within 30 days after receiving the decision on initiating the case. Any arbitrator(s) appointed in cases related to doping matters shall fulfill the requirements found in the definitions of Operational and Institutional Independence, as defined in the World Anti-Doping Code.
- 11.2. The parties to the dispute may unanimously determine the number of arbitral tribunals to resolve the dispute. However, the arbitral tribunal shall adhere to the principle of an odd number of 1 or 3.
- 11.3. If the Parties agree on the number of arbitrators to be one, or one of the parties proposes to have one, the proposal is accepted by the other party within 7 days after or not responded to or rejected by the other party. The request of the sole arbitrator shall be deemed accepted and the arbitrator shall be appointed by the President of the Arbitration within 3 working days.
- 11.4. If the parties have not appointed an arbitrator within 30 days after receiving the decision to initiate an arbitration case, or if one of the parties has appointed an arbitrator, the arbitration shall be conducted with one arbitrator. The President of the Arbitration shall

- make the final decision on whether to appoint another arbitrator or arbitrator selected by the dispute party./ This section was added on February 13, 2020 /
- 11.5. If the parties have different decision on choosing the arbitrators number, the number of arbitrators shall be 3 arbitrators.
 - 11.6. The parties shall select an arbitrator based on their belief that the arbitrator's education, knowledge, work experience, ethics and ability to resolve disputes fairly. The arbitrator chosen by the parties shall be independent of the parties as he shall not serve or advise the chosen party.
 - 11.7. Arbitrators nominated and appointed by sports organizations, associations, committees, associations and their members and athletes shall not be selected.
 - 11.8. If the arbitrators selected by the parties agree to select an arbitrator from the list of Mongolian International and National Sports Arbitrators, the presiding arbitrator shall be appointed.
 - 11.9. If the arbitrators appointed by the parties disagree with the presiding arbitrator, the President of the Arbitration shall appoint an arbitrator other than the disagreed arbitrator.
 - 11.10. Before the time specified in the notification, the parties may request the arbitrator and the arbitrators to appoint the presiding arbitrator as the President of the Arbitration.
 - 11.11. In case of several plaintiffs and defendants participating in the arbitration proceedings, unless the parties have agreed on the number of arbitrators, the plaintiffs shall jointly appoint one arbitrator and the defendants shall appoint one arbitrator within 30 days.
 - 11.12. In appointing the arbitrator, the President of the arbitral tribunal shall take into account whether the arbitrator meets the requirements, profession, specialization, experience, participation in the arbitration proceedings, case and workload, time, language skills and other circumstances.
 - 11.13. Unless otherwise agreed by the parties, the chairman of the arbitral tribunal or one arbitral tribunal shall be a lawyer.
 - 11.14. If the arbitrator is rejected or the arbitrator is unable to perform his / her duties, the decision of the President of the Arbitration on the issues specified in Articles 14, 15, 16 and 17 of the Law on Arbitration shall be final decision.
 - 11.15. The selected Arbitrator shall sign a statement to conduct his / her activities independently and without any influence in accordance with this Regulation.

TWELVE. Arbitrator's independence and activity

- 12.1. The Sports Arbitration Arbitrator shall be independent. The arbitrator shall be impartial in resolving the dispute, without any interference, based only on his / her professional knowledge, education, work skills and ethics, and in accordance with the law. Any arbitrator(s) appointed in cases related to doping matters shall fulfill the requirements found in the definitions of Operational and Institutional Independence, as defined in the World Anti-Doping Code.

- 12.2. The Sports Arbitrator has a non-staff position, but from the time he / she recognizes his / her election as an arbitrator and signs the statement of influence, he / she will devote his / her time to any arbitration proceedings and will pay more attention to fulfilling his / her duties. This is a criterion for evaluating the work of the arbitrator and is a document to be presented in the election competition.
- 12.3. Prior to admitting to the dispute, the person requesting the appointment of a Sports Arbitrator shall review the information about the parties and the claim and notify the Sports Arbitration Secretariat of any circumstances that may cast doubt on his or her independence. These include:
 - 12.3.1 Whether the requirements agreed by the parties are qualified;
 - 12.3.2 Participated as a judge, arbitrator, participant in the case, author, third party, defense attorney, witness, court, interpreter and translator in litigation and arbitration;
 - 12.3.3 The parties, attorneys and representatives have been in a relationship with the arbitrator who is a member of the arbitral tribunal, have been in a personal relationship with the arbitrator for the last 3 years;
 - 12.3.4 The parties had professional advice and services, worked with representatives and attorneys, and had common interests;
 - 12.3.5 The arbitrator referred to in Article 11.6 of this rules was selected;
 - 12.3.6 The impartiality of the case is doubtful due to other circumstances.
- 12.4. At the request of the parties and interested parties, the Secretariat may obtain information and inquiries from the relevant authorities as to whether there are any circumstances that would cast doubt on the arbitrator's independence.
- 12.5. If there are such circumstances, the arbitrator shall notify the arbitral tribunal, the Secretariat and the parties in writing at any time before and after his appointment and shall submit his proposal to act as an arbitrator or to resign.

Thirteen. Grounds for rejection of the arbitrator

- 13.1. Unless otherwise agreed by the parties, the arbitrator shall be dismissed only on the grounds specified in Article 12.3 of this Regulation.
- 13.2. Any arbitrator appointed as an arbitrator may, within seven days of the receipt of the declaration of independence by the parties, file a well-founded request for rejection on the grounds that became apparent, and the request shall be decided by the arbitral tribunal. The arbitrator shall not participate in the decision and shall express his / her opinion in writing.
- 13.3. If the other party apply for withdrawal of one of the arbitrators, the other party accepts the withdrawal of the arbitrator, the arbitrator's authority to participate in the case is invalid.

FOURTEEN. Appointment of an arbitrator

- 14.1. If there is a rejection of the arbitrator or extension of the arbitrator's duties his / her rights in case of impossibility or refusal to work as an arbitrator, upon termination of the duty, another arbitrator shall be re-appointed
- 14.2. As long as the arbitrator has committed an ethical violation and has performed his / her duties properly within the period specified by law and regulations bureaucracy and lack of initiative, which caused delays to the parties due to non-compliance, The President shall have the right to arbitrate if it violates the reputation of the arbitral tribunal. the obligation shall be terminated in the case and a new arbitrator shall be appointed. The parties and the arbitrators shall be notified and given time to comment.
- 14.3. If the arbitral tribunal is re-appointed, after the proceedings of the previous panel whether to proceed shall be determined by agreement with the parties.
- 14.4. The rights and obligations of any arbitrator appointed by the parties shall be terminated and re-elected whether the presiding arbitrator remains in office if appointed shall be decided taking into account the proposals of the parties. If the parties have different proposals the presiding arbitrator shall be selected in accordance with these rules.

FIFTEEN. Confirmation of the arbitral award

- 15.1. Unless otherwise agreed by the parties, the arbitral tribunal shall be the arbitral tribunal of either party under the request for confirmation of the decision is justified and necessary, measures may be taken to ensure the early implementation of the decision.
- 15.2. A method of enforcing a decision before or during an arbitration proceedings may apply to the court for a measure. It has an arbitration agreement shall not be considered inconsistent in any way.

SIXTEEN. Methods and forms of arbitration

- 16.1. The arbitral proceedings shall be based on the evidence if the parties have entrusted the arbitration a meeting without the participation of the parties, or a meeting with the participation of the parties, or video and teleconferences, as well as arbitration proceedings using special equipment can be conducted in the form of an electronic meeting showing the entire process.
- 16.2. The arbitral proceedings shall be conducted by video conference or by the parties, witnesses and experts and proposals may be made in the form of video conferencing or teleconferences. If the participants agree, take a preliminary statement from a witness or expert at the hearing may be exempted from participation in person
- 16.3. The arbitral tribunal shall treat the parties equally and take appropriate action at each stage and make every effort to carry out promptly, efficiently and effectively, the proceedings, which shall be conducted in a manner and form acceptable to the parties as deemed necessary. This is done on a round table basis, without having to get up from

- your seat to debate to be able to use the documents freely and with a lawyer in case of emergency and the opportunity to negotiate with the other party and to be as commanding as possible in the form of a waiver.
- 16.4. The arbitral tribunal shall expedite the proceedings in a timely manner taking into account the proposal of the parties establish due procedure and interim schedules of arbitration proceedings consistent with the arbitration agreement, and may extend or shorten mutually agreed upon periods.
- 16.5. In order to ensure the effectiveness of the arbitral tribunal, the views of the parties shall be sought taking into account the relevant procedural rules and arbitration that do not contradict the arbitration agreement Establish an interim schedule and extend the mutually agreed period or shortened.
- 16.6. Any communication between the parties and the arbitral tribunal shall be made by the Secretary and notify the other party, including such communications. It is prohibited to establish or hold meetings by any sides.
- 16.7. If the hearing is to be conducted in a foreign language, a translator or interpreter even sports translator should be available. The translator has a professional diploma, certificate and permission was selected on the principle of being independent.
- 16.8. Additional material after the arbitral tribunal has heard the arguments of the parties If it is deemed necessary to collect, a statement shall be taken from a witness at any time during the proceedings; heard the expert's report and considered it necessary to establish the veracity of the case take other measures.

SEVENTEEN. Determining the procedure for conducting arbitration proceedings

- 17.1. Unless otherwise agreed by the parties, the arbitral tribunal shall take the parties' opinion and hold a preliminary hearing to determine the arbitral tribunal's rules. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of lex mitior appropriately applies under the circumstances of the case).
- 17.2. As far as possible, rely on the views of the parties in determining the rules of the arbitral tribunal adhere to the principle and the arbitral tribunal shall consult if there are different opinions and the rules of procedure of the general meeting in accordance with the law and this charter. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of lex mitior appropriately applies under the circumstances of the case).
- 17.3. Arbitration rules must include the following:
- 17.3.1 The parties' official names and addresses
- 17.3.2 The legality of arbitration agreements

- 17.3.3 Jurisdiction for arbitration
- 17.3.4 The nature of the dispute and the claim's requirements
- 17.3.5 Response and explanation
- 17.3.6 Arbitration fees and costs
- 17.3.7 Other issues to be determined (witnesses, experts, examinations, obtaining evidence, etc.)
- 17.3.8 Arbitration place, location address and communication
- 17.3.9 Language and documents for arbitration
- 17.3.10 Law applicable to arbitration proceedings
- 17.3.11 The date of the main arbitration meeting
- 17.3.12 The order and procedure of the arbitration session

17.4. The rules of arbitration shall be signed by the parties and the arbitral tribunal ensure and keep unformed.

17.5. The chair of the arbitral tribunal shall convene the preliminary and main arbitral proceedings managed.

17.6. The presiding arbitrator shall make the arbitral award, amend the decision, explain, make additional decisions, determine the rules of arbitration, on matters other than the dismissal or reassignment of the arbitrator, such as arbitration. Some operational issues can be resolved on their own.

EIGHTEEN. Place of arbitration proceedings

18.1. The place of arbitration and the place of the meeting shall be mutually agreed upon by the parties negotiable.

18.2. Unless otherwise agreed by the parties, the case or dispute shall be settled correctly, promptly and to others less hassle, the space of the disputed territory, road conditions, exit the arbitral tribunal and the place of arbitration, taking into account the costs determine the venue of the meeting.

18.3. Unless otherwise agreed by the parties, the arbitral tribunal shall, if necessary, to hear the testimony of experts and parties, products, property and documents examinations and tests shall be conducted at a place other than the place of arbitration can be.

NINETEEN. Arbitration language and script

19.1. The parties may agree on the language and language of the arbitration proceedings. If the parties do not agree, the applicable law, the content of the dispute, and which of the parties Arbitration panel based on their nationality, language and script select the language and script of the operation.

- 19.2. The language and writing of the arbitral tribunal in accordance with these rules shall be determined by the arbitral tribunal Used in all operations.
- 19.3. Any language or writing other than the language or text established during the arbitration proceedings the parties are required to translate the written evidence into the prescribed language.
- 19.4. The written translation shall be signed and stamped by the person authorized to translate certified and may be notarized if the parties wish.
- 19.5. If the parties do not know Mongolian language and script, a foreign language translator, mute, deaf, etc. Involve an interpreter if disabled or illiterate and the accuracy and cost of this interpretation and translation shall be borne by the parties themselves responsible.
- 19.6. The arbitral tribunal shall, if necessary, be independent of the parties' translators and interpreters may be appointed. Interpreter and translator special characters and signals If the behavior is used, it will be confirmed in the case and the costs will be borne by the parties.
- 19.7. If the parties communicate in different languages, the arbitral tribunal shall speak in their familiar language, if this is not possible, native or familiar with the procedure involving each translator Provide opportunities to comment, speak, and speak in the language.
- 19.8. In the event that the arbitral tribunal includes arbitrators from several countries, only arbitrators shall be appointed An independent translator will be involved and a confidentiality guarantee will be obtained You can get the help of an interpreter in the conference room.
- 19.9. The official document of the arbitration proceedings is the official language of the State The requirements of the law shall be met.

TWENTY. Rights and obligations of the parties

- 20.1 . The parties shall have equal access to the sports arbitration proceedings and shall have their own premisesThe foundation is free and relatively independent, free from interference The principle of full access to expression shall be followed.
- 20.2. The Parties shall provide explanations, requests, speeches and evidence during the Sports Arbitration proceedings to exercise the right to present facts and argue equally in the same form, time and sequence The opportunity is fully provided. But about not exercising this right is a personal matter of the participant and he / she participated in the next operation without exercising his / her rights shall be considered as exercising this right.
- 20.3. The parties to the sports arbitration proceedings shall have the following rights:
- 20.3.1. To get acquainted with the case materials at any stage of the proceedings, copying, taking notes, presiding over the Sports Arbitration Session to ask

questions and get answers from other participants with the permission of the arbitrator.

20.3.2. Appoint an expert, conduct an examination, question witnesses, and involve an interpreter and translator make a request.

20.3.3. Sports arbitration panel, arbitrators, experts, translators, witnesses, interpreters and others

involve in the arbitration proceedings.

20.3.4. The plaintiff is entitled to change the grounds or claim, increase or decrease the amount of the claim, or from the claim rejection and reconciliation.

20.3.5. Defendant has the right to accept or reject a claim, to file a counterclaim, to reconcile

20.3.6. Postponement of the meeting on legal grounds and for valid reasons

20.4. The parties to the sports arbitration proceedings have the following obligations:

20.4.1. Arbitration at the time summoned by the Secretary of the Office of Sports Arbitration

to come and receive the claim, to attend the arbitration hearing and to participate in person

20.4.2. The circumstances on which the claim and rejection are based shall be verbally and themselves proof in writing. Written evidence to the arbitrator in the original, if the original not possible, provide a notarized copy. When a copy is provided, if necessary, the Sports Arbitration has the right to demand the original. If it is difficult to obtain written evidence, as per the request of the author, its storage area may be inspected and analyzed.

20.4.3. Claims and other documents filed in the sports arbitration case

send a copy of the document to the other party

20.4.4. Requirements from the sports arbitration panel and the secretary,

Respect the decisions of the sports arbitration panel

20.5. If the parties are citizens, they have the rights and obligations to participate in the arbitration proceedings A notarized power of attorney shall be submitted to the arbitration. But the parties If it is a legal entity, it may issue a power of attorney in writing.

20.6. Accreditation Meet the requirements set forth in Article 64 of the Civil Code of Mongolia

and an additional e-mail address and contact telephone number.

20.7. If a lawyer is to participate, a legal aid contract must be signed. And FIG their representatives and defense counsel in accordance with the notification of arbitration proceedings did not attend, did not attend the arbitration hearing, or left the hearing during the hearing In such cases, the meeting shall be postponed or the meeting shall be postponed, taking into account the other party's proposal continue as usual.

TWENTY-ONE. Third party

- 21.1. The parties have a right to request a third party be involved in the arbitration proceedings and attach the relevant documents confirming the request. If Sports Arbitration receives the request, Arbitration Secretariat will present the decision, request, its annexes and set dates.
- 21.2 If a third-party refuses to participate in the arbitration proceedings, prove your reasons within 10 days of receiving the participant's notice submitted in writing together with the documents. The Secretariat will introduce the 3rd party's request and get their feedback.
- 21.3 A third party is obligated under an arbitration agreement or in a criminal case if the participants have agreed in writing and they have not right to refuse from participating in arbitration proceedings.
- 21.4 Evidence in an arbitration case is the evidence of the parties, their representatives and third parties explanations, testimony of witnesses, written / agreement, protocol, reference, payment orders, settlement documents, consolidated settlement acts, customs goods crossing the border applications, quality certificates, etc. / and documents in electronic form, expert conclusion, physical evidence and inspection record.

TWENTY-TWO. Issuance and collection of evidence

- 22.1 Evidence in an arbitration case is the evidence of the parties, their representatives and third parties explanations, testimony of witnesses, written / agreement, protocol, reference, payment orders, settlement documents, consolidated settlement acts, customs goods crossing the border applications, quality certificates, etc. / and documents in electronic form, expert conclusion, physical evidence and inspection record.
- 22.2 The Secretary of Sports Arbitration will introduce to the arbitral tribunal (chairman) about the progress of the proceedings at least once a week by phone and in person. Some assignments will perform by the Secretary of Arbitration
- 22.3, If necessary, additional evidence will be required from the parties and set the deadline for submission to arbitrary.
- 22.4 Within the competence of the arbitral tribunal, evidence should be relevant, significant, accurate and unambiguous to compare and evaluate.
- 22.5 The parties, their representatives and third parties have their own claims and grounds for refusal is responsible for proving the situation.
- 22.6 The parties, their representatives and third parties shall provide false evidence Illegal collection is prohibited. Evidence presented in such a way is loses its evidentiary value and does not serve as a basis for an arbitral award.
- 22.7 Evidence shall be presented at least seven days before the beginning of the arbitral proceedings submit to arbitration. if this period is exceeded, the arbitral tribunal shall decide whether accept the evidence.

- 22.8 If it is considered necessary to present new evidence during the arbitration hearing, the arbitral tribunal may adjourn the arbitral proceedings.
- 22.9 The court and other bodies shall assist in compiling the evidence.

TWENTY-TREE. Determining the actual circumstances of the case

- 23.1 The arbitral tribunal shall determine the facts of the dispute. Thus, the arbitral tribunal calls witnesses, appoints experts, conducts inspections and adds documents and other activities permitted by law - (testing, writing assignments, etc.)
- 23.2 If necessary, a specialist and an external expert will be appointed under the request of the parties and expert opinion to be issued on the conclusion.
- 23.3 The expert is, in principle, a member of the arbitral tribunal before accepting the appointment statement of his / her qualifications and independence from the parties will submit.
- 23.4 If the expert deems it necessary, he shall review the case file and make additional additions and have the right to require the arbitral tribunal and the parties to submit the materials and to inspect them.
- 23.5 Expert opinion and other evidence used in the arbitral award the documents shall be submitted to the arbitral tribunal in the same manner.
- 23.6 If it is doubtful that the expert's opinion will be fair, the parties shall reject it. Such refusal shall be decided by the arbitral tribunal.
- 23.7 If one of the experts does not agree with the opinion of other experts, the conclusion, comments can be made separately.
- 23.8 To clarify some situation, goods and documents may be inspected when the arbitral tribunal review the case and issue an expert opinion.
- 23.9 The examination shall be conducted with the participation of the parties to the case and a record. Absence does not preclude an inspection.
- 23.10 Specialist in arbitration proceedings can get help. This includes associations and societies that have made controversial decisions polls from sports-related organizations.
- 23.11 Documents required by the arbitral tribunal, factual evidence and others if the evidence has not been submitted within a specified period of time without a valid reason, the arbitral tribunal may make a decision on the basis of the evidence gathered in the case.
- 23.12 The arbitral tribunal and the parties may include witnesses in the arbitral proceedings, or preliminary testimony may be obtained from a witness.
- 23.13 Although Participants and witnesses were notified to attend the hearing, but they did not appear, the meeting shall be convened and an arbitral award shall be made.

TWENTY-FOUR. Notes

- 24.1 The detailed notes on proceedings and other extracurricular activities will be noted. Minutes of the meeting will lead by secretary. The minutes shall be signed by the chairperson and the secretary of the meeting will be formalized.
- 24.2 Record who and when the meeting and operation were held, its beginning and end time, names and addresses of the participants, as well as the sequence and process of activities, the detected situation.
- 24.3 The proceedings of the arbitral tribunal and other proceedings shall be conducted only by the secretary of the arbitral tribunal. if necessary, a professional organization or employee may use sound, video, can take photos, record and copy.
- 24.4 The participants of the case may get acquainted with the minutes of the meeting. Introduced in this case signed by the person.

TWENTY-FIVE. Failure of the parties to fulfill their obligations

- 25.1 The plaintiff did not specify the claim, not expressed in monetary terms, the relevant documents have not been submitted and the deadline has expired, the arbitral tribunal will decide to terminate the arbitration proceedings.
- 25.2 If the respondent does not submit a response within the specified time, the arbitration panel will continue the arbitration process because there is a legal regulation that can be considered as acceptance of the claim.
- 25.3 The parties have formally accepted the arbitration proceedings and the date of the hearing but did not participate in the proceedings or prove it within the established time. If the evidence is not presented, the arbitral tribunal shall continue the proceedings and convene and make a decision based on the evidence.

TWENTY-SIX. Preliminary arbitration session

- 26.1 In accordance with Article 52.4 of the Law of Mongolia on Arbitration, argument the parties have entered into an independent arbitration agreement to be decided by the Sports Arbitration, or included in the contract of sporting events, and agreed upon after the dispute, nor did party object to the Sports Arbitration award shall be treated as an arbitration agreement.
- 26.2 Any sports associations, societies and other sports-related organizations between, or between athletes, as well as sports organizations - between athletes, the agreement on any sporting event, the contract with the athlete, the Athlete directly to the sport only, arising from an activity contract or a contract with a coach related disputes shall be settled by arbitration in accordance with these rules. The rules and regulations of the organization may have special agreement.
- 26.3 Basic conditions for considering an arbitration agreement:
- 26.4 In order to resolve a sports dispute through arbitration, the following conditions must be expressed in writing:

- 26.4.1 The agreement on the organization of any sport states that “the dispute shall be settled by the Mongolian and decided by the International and National Sports Arbitration.”
- 26.4.2 Independent Special Agreement on International and National Sports Arbitration to be / attached model contract /.
- 26.4.3 Following the dispute, the parties to the dispute shall refer the dispute to the Sports Arbitration agreed to resolve.
- 26.4.4 If the arbitral tribunal does not agree, the arbitral tribunal shall go directly to the arbitral tribunal, and the other party shall not object to it. in case of dispute, submission of explanations and arguments treat it as an arbitration agreement.
- 26.5 Determine whether the arbitral tribunal is an arbitral tribunal and whether the parties have an arbitration agreement and whether the agreement is valid resolve.
- 26.6 The arbitration clause of the contract is independent of the other terms of the contract, arbitration agreement is considered valid.
- 26.7 If the parties have a jurisdiction complaint, help before commenting on the claim to the arbitral tribunal. The claim is received, the arbitrator is selected and the jurisdiction commented on, participated in the preliminary hearing on the arbitration agreement and Jurisdiction is not recognized.
- 26.8 The law provides for special jurisdiction to be decided by courts and other authorities. In any case, except for disputes, only directly related to sports, the Arbitration Law and sports disputes specifically provided for in the agreement are reviewed by the arbitral tribunal resolve.

TWENTY-SEVEN. Arbitration session

- 27.1 To be held with or without the participation of the parties in the Sports Arbitration Meeting can be organized in two ways. If the parties don't participate at the arbitration in person, request for resolution based on confirmation, the case may be decided in consultation on the basis of facts.
- 27.2 If the parties have agreed to attend the arbitration hearing, or one of the parties so requests, Arbitration of the arbitral tribunal, including the arbitral tribunals shall decide in accordance with the principles.
- 27.3 The place and date of the arbitration meeting shall be announced in advance to all parties / communications in the available version / notification.
- 27.4 When the arbitral tribunal resolve the case, they will examine evidence obtained in the case from all angles, listen requirements and explanations of the parties. Also, if parties have sufficient opportunity to comment, there will be adjournment of the arbitral proceedings for consultation.
- 27.5 By adjourning the arbitration session, the arbitral tribunal shall consult specifically before making an arbitral award on its own initiative, if deemed necessary.

- 27.6 The arbitrators are not open to the public during the hearing, and the secrets of the deliberations should not be disclosed.
- 27.7 The arbitral tribunal shall consult and make its decision by a majority vote, and there shall be no time limit on the deliberations. The arbitral tribunal shall present the contents of the award and close the hearing.

TWENTY-EIGHT. Reconciliation of the parties

- 28.1 The parties may settle the dispute during the arbitration proceedings and before the arbitral tribunal consults.
- 28.2. If the parties agree to reconcile before the arbitral tribunal's decision, the arbitral tribunal shall decide to terminate the arbitration proceedings, or if the parties request that the conciliation be included in the arbitral award, the arbitral tribunal shall confirm the terms of the settlement in the arbitral award. The decision may not state the grounds on which it was made.
- 28.3. A decision approving a conciliation agreement shall be as valid as a decision of the arbitral tribunal.
- 28.4. If the parties request a conciliation process during the Sports Arbitration proceedings, the arbitral tribunal shall allow the parties to apply to a specialized conciliator for a period specified by law.

TWENTY NINE. Arbitration award

- 29.1. Any decisions of the arbitral tribunal shall be made by a majority vote. However, if the arbitral tribunal makes a different proposal, the case shall be deemed not to have been resolved and the case shall be transferred to another panel.
- 29.2. All decisions shall be made in writing and shall be binding on the parties and shall be binding in a timely manner.
- 29.3. The arbitral tribunal shall present the contents of its decision to the parties, and the parties may not participate in such presentation. The arbitral award shall be made in writing, formalized, within 14 days from the date of presentation of the contents.
- 29.4. The conclusion and determination of the decision shall be made by the chairperson of the meeting, the Secretariat shall consolidate the other parts, obtain the opinions of other arbitrators, review the errors, sign, stamp and assign numbers.
- 29.5. The date of the arbitral award shall be the date on which the contents of the award are presented in the event of an arbitral tribunal, and the date on which the award is signed by the arbitrators in the absence of an arbitral tribunal.
- 29.6. The arbitral tribunal shall make the original of the arbitral award in the case, with the appropriate number of participants. The Secretariat shall keep one copy of the decision in the case file and the other originals shall be immediately delivered to the parties.

29.7. Delivery of the arbitral award to the parties may be postponed until the parties fully pay the additional costs incurred during the arbitration proceedings.

THIRTY. Termination of the arbitration proceedings

30.1. Upon termination of the arbitration proceedings, the provisions of Article 45 of the Law on Arbitration shall be followed. The arbitration proceedings shall be terminated on the following grounds:

30.1.1. It was determined that the arbitration was not a jurisdiction dispute

30.1.2. The parties reconciled, the defendant accepted the claim, voluntarily complied with the claim before the decision was made, withdrew the claim, and waived the claim.

30.1.3. The parties did not pay the arbitration costs on time

30.1.4. The parties did not comply with the requirements of the arbitral tribunal, did not participate in the arbitration proceedings, were inactive, or were unable to continue the arbitration proceedings.

30.2. Article 46 of the Law on Arbitration shall be followed in making amendments, interpretations, and additional decisions to the arbitral award.

30.3. If the arbitral tribunal deems that there are no grounds to amend, interpret or make an additional decision, it shall notify the parties in writing.

THIRTY-ONE. Enforcement of the arbitral award

31.1. The decision of the Sports Arbitration shall be binding upon its entry into force and the parties shall be obliged to respect the decision. Notwithstanding the aforementioned, this provision shall not apply to the World Anti-Doping Agency, the International Olympic Committee or the International Paralympic Committee, or the relevant international federation, in doping cases. The aforementioned organizations shall have the right to appeal the decision of the Sports Arbitration to the Court of Arbitration for Sport as specified in the World Anti-Doping Code.

31.2. The decision of the Sports Arbitration shall be enforced in the territory of the country, as well as abroad.

THIRTY TWO. Procedures for expediting sports arbitration proceedings

32.1. The parties may agree to expedite the arbitration proceedings.

32.2. In the case of expedited arbitration proceedings, the arbitral tribunal shall consist of one arbitrator and shall be appointed by the President of the Arbitration.

32.3. Upon receipt of the case file from the arbitral tribunal, the arbitrator shall require the parties to submit their comments in writing within 7 days on the issues specified in Article 17.3 of this Rule, which are necessary to determine the procedure for conducting arbitration proceedings.

32.4. The arbitrator shall determine the procedure for conducting the arbitration on the basis of a preliminary written proposal of the parties, and if the parties disagree, it shall be determined by the arbitrator.

32.5. The arbitrator shall issue a written order of arbitration, sign it, and deliver it to the parties.

Thirty-three. File a complaint

33.1. Complaints against decisions made in the course of resolving sports disputes shall be resolved in accordance with Article 6 of the Law on Arbitration.

33.2. If the parties do not agree with the decision of the arbitral tribunal, they may appeal to the Civil Court of Appeal of the territory where the arbitration took place, within the period specified by law. This provision shall not apply to doping proceedings, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case.

33.3. An appeal shall be limited to whether the parties to the arbitral proceedings exercised their legal rights. Indicate the legal grounds and evidence of what rights are not accepted and how they are not exercised. (This provision does not apply to doping disputes, which shall be governed by the substantive anti-doping rules in force in Mongolia at the time of the anti-doping rule violation, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case).

33.4. The appellant must pay the arbitration fee at the appellate stage in the amount specified by law.

33.5. The time limit for filing a complaint is 30 calendar days from the date of receipt of the decision.

33.6. The Secretariat shall present the complaint to the respondent and the respondent shall have the right to comment on the complaint in writing within 7 days.

33.7. The Secretariat shall send the relevant documents to the appellate court, such as the arbitration case, the appeal, the grounds for the appeal and the response.

Thirty-four. Exemption from liability

34.1. Arbitrators shall not be liable for any actions other than intentional breach of their procedural obligations.

34.2. Arbitrators and staff members of the Secretariat shall not be liable for any acts or omissions other than those committed intentionally in violation of their duties or with serious consequences during the Sports Arbitration proceedings.

Thirty-five. Privacy

35.1. The composition of the Sports Arbitration and the arbitrators, the parties, other participants, the staff of the Secretariat, witnesses and experts and all persons involved in the arbitration shall be confidential about the proceedings of the Sports Arbitration and the evidence.

35.2. Decisions of the Sports Arbitration Court shall not be published in the media without the consent of the parties. However, if there is a need to compile a unified compilation of

all decisions and provide statistics, the names and addresses of the participants may be changed or published anonymously. In this case, it will be decided by the order of the President.

Thirty-six. Ordinance, writ of execution and enforcement proceedings of the arbitrator

36.1. The request for enforcement of the arbitral award and the writ of execution, the arbitral award and the decision shall be submitted to the local court of first instance where the arbitration proceedings took place, together with a certificate that has entered into force.

36.2. If the court accepts the request, it shall apply to the Enforcement Agency and take measures to enforce the arbitral award.

36.3. If Mongolia acceded to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards for Enforcement of International and National Sports Arbitrations in 1994, Mongolia may enter into international sports arbitration decisions in accordance with the above conventions. As of today, a total of 155 countries have joined).

36.4. If the decision of the Sports Arbitration is to be executed abroad, in addition to the documents specified in the 1958 New York Convention, the above-mentioned documents shall be submitted in addition.

Thirty-seven. Evaluate the enforcement of the arbitral award

37.1. The plaintiff or the relevant authority of that State shall obtain a reference to the decision in a country acceded to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards for International Enforcement.

37.2. A reference on the execution of the decision of the Sports Arbitration in the territory of Mongolia shall be obtained from the plaintiff, defendant and the decision enforcement agency and attached to the case file.

37.3. The Secretariat shall be responsible for obtaining inquiries on the implementation of foreign sports arbitration decisions in the territory of Mongolia from the relevant authorities and entering them into the unified database on the implementation of Mongolian sports arbitration decisions.

Thirty eight. Validity of the rules

38.1. This rule is effective from May 1, 2023.