

The Executive Committee of the Croatian Football Federation, based on Article 43 and Article 44 paragraph 6 of the Statute, at the meeting held on 22nd May 2024 adopted, and on 25th September 2024 and on 1st October 2024 amended

RULES OF PROCEDURE OF THE COURT OF ARBITRATION OF THE CROATIAN FOOTBALL FEDERATION

A. GENERAL PROVISIONS

Scope of Application

Article 1

These Rules of Procedure regulate the jurisdiction, composition, headquarters, selection of court members, and rules of procedure before the Court of Arbitration of the Croatian Football Federation (hereinafter: the Court of Arbitration).

Definitions

Article 2

Within the meaning of these Rules of Procedure:

- a) arbitration procedure refers to the procedure before the Court of Arbitration;
- b) a claim is a submission seeking the fulfilment of an obligation, termination of a contract, or seeking an assessment of the legality of final decisions under Article 3(1) of these Rules of Procedure, or seeking resolution of another dispute related to football;
- c) the claimant is the party initiating the arbitration procedure with their claim;
- d) the respondent is the party from whom the fulfilment of an obligation is sought by the claim;
- e) an arbitrator is a member of the Court of Arbitration who, as the president or a member of the council, participates in the arbitration procedure;
- f) members of the Court of Arbitration include the president, three vice-presidents, and arbitrators of the Court of Arbitration;
- g) FIFA is the Fédération Internationale de Football Association;
- h) FIFPro is the international organization representing the interests of football players.

Jurisdiction

Article 3

- 1) The Court of Arbitration is an independent and permanent court, competent for:
 - resolving status issues of players and coaches and related property disputes arising between Individual subjects of the Croatian Football Federation (hereinafter: HNS),

- deciding on disputes arising between individual members of HNS, players, coaches, licensed intermediaries, and other members of the football organization in connection with football in the territory of the Republic of Croatia,

- resolving conflicts of interest among members of the football organization,
- assessing the legality of final decisions regarding rights, obligations, and responsibilities arising from relationships established within HNS and football in the Republic of Croatia.

2) The Court of Arbitration cannot decide on disputes arising from or relating to the relationships between subjects in the football organization concerning the application of the Rules of the Game and other discretionary powers arising from the nature of football, disputes related to competitions (disputes arising from the application of the Regulations on Football Competitions), nor on decisions of the Assembly of HNS, the Appeals Electoral Commission, and decisions made in the club licensing process.

3) In principle, the Court of Arbitration has jurisdiction to resolve disputes with a national character, that is, if the parties to the dispute are natural persons who are citizens of the Republic of Croatia and legal persons with registered offices in the territory of the Republic of Croatia. The Court of Arbitration may also resolve disputes with an international character, that is, if at least one party to the dispute is not a citizen of the Republic of Croatia or does not have a registered office in the Republic of Croatia, only if the parties have previously agreed to the exclusive jurisdiction of the Court of Arbitration of HNS or if it is so established in a collective agreement that applies to the parties to the dispute.

4) The Court of Arbitration cannot decide on disputes for which all legal remedies within HNS have not been exhausted.

Applicable law

Article 4

1) In exercising its jurisdiction, the Court of Arbitration applies the Statute and regulations of HNS, especially those adopted based on the statutes and regulations of FIFA. In cases where HNS has not regulated relationships in this area, the statutes and regulations of FIFA are applied analogously.

2) In matters not regulated by the provisions of paragraph 1 of this article, the Court of Arbitration applies the provisions of the Law on Obligations, the Law on Arbitration, and other legal and sub-legal regulations of the Republic of Croatia.

3) If certain procedural matters are not regulated by these Rules, the Court of Arbitration applies the provisions of the Law on Arbitration and, subsidiarily, the Law on Civil Procedure.

4) Court of Arbitration, parties and other parties involved in the procedure should act in accordance with the principles of efficiency and economy, i.e. to strive that the procedure be carried out without delay, in reasonable timeframe and in cost-efficient way.

B. COURT OF ARBITRATION

Composition

Article 5

- 1) The Court of Arbitration consists of a president, two vice presidents, and arbitrators, who have a four-year term which may be renewed.
- 2) Arbitrators are proposed by club representatives and player representatives as follows:
 - a) three arbitrators are proposed by clubs of the Croatian Football League (HNL);
 - b) three arbitrators are proposed by the players' association recognized by FIFPro – Croatia association football union. If such association no longer exists or is no longer recognized by FIFPro, the three arbitrators will be proposed by another players' union that nationally represents and independently advocates for the interests of players;
 - c) four arbitrators are proposed jointly by club representatives and player representatives, taking into account the conditions prescribed by the provision of Article 7 paragraph 4 of these Rules.
- 3) The Executive Committee of HNS Federation appoints arbitrators and cannot appoint an arbitrator who has not been proposed by player or club representatives.
- 4) The President and Vice Presidents of the Court of Arbitration are determined by the Executive Committee of HNS from among the arbitrators jointly appointed by player representatives and HNL clubs (arbitrators from paragraph 2 item c) of this Article).
- 5) Arbitrators of the Court of Arbitration of HNS can only be graduates in law (Master of Law).

Confidentiality and independence obligation

Article 6

- 1) Arbitrators of the Court of Arbitration, as well as other individuals involved in the work of the Court of Arbitration, are obliged to maintain official confidentiality regarding all facts they become aware of during the performance of their functions. They shall especially refrain from disclosing the contents of the dispute.
- 2) Arbitrators of the Court of Arbitration cannot hold any function in the executive bodies and administration of the Croatian Football Federation, nor can they represent parties in procedures before the Court of Arbitration of HNS.

Article 7

- 1) The Court of Arbitration conducts procedures and renders awards in councils.
- 2) The council consists of one arbitrator appointed by each party and a council president selected by the arbitrators appointed by the parties. If the respondent fails to appoint an arbitrator within eight days from the date of the call to do so, the president or vice president of the Court of Arbitration will appoint an arbitrator.
- 3) Only arbitrators jointly appointed by representatives of players, representatives of football coaches, and HNL clubs (Article 5, paragraph 2, point d of these Rules) can be appointed as the president of the council. Only a judge of a regular court of the Republic of Croatia can be the president of the council.
- 4) The president of the council can only be an arbitrator from paragraph 3 of this article who has passed the bar exam and has at least five years of experience in the judiciary.
- 5) Within three days from the date of giving the written statement from paragraph 14 of this article, the arbitrator selected by the plaintiff (hereinafter: the plaintiff's arbitrator) will propose to the arbitrator selected by the defendant (hereinafter: the defendant's arbitrator) the president of the council.
- 6) Within three days from the receipt of the proposal from paragraph 5 of this article, the defendant's arbitrator will decide whether to accept the proposal of the plaintiff's arbitrator from paragraph 5 of this article or propose another arbitrator as the president of the council.
- 7) If the defendant's arbitrator does not act in accordance with the provision of paragraph 6 of this article within the prescribed period, it shall be deemed that he has agreed to the proposal of the plaintiff's arbitrator.
- 8) If the defendant's arbitrator acts in accordance with the provision of paragraph 6 of this article, the plaintiff's arbitrator will, within a further period of three days from the date of receipt of the proposal from the defendant's arbitrator, decide whether to accept the proposal of the defendant's arbitrator or leave the decision on the appointment of the president of the council to the president of the Court of Arbitration.
- 9) If the plaintiff's arbitrator leaves the decision on the appointment of the president of the council to the president of the Court of Arbitration, only an arbitrator who has not been proposed by either the plaintiff's arbitrator or the defendant's arbitrator may be appointed as the president of the council.
- 10) If the plaintiff's arbitrator fails to act in accordance with the provision of paragraph 5 of this article, the defendant's arbitrator shall appoint the president of the council within three days from the date he is informed that the plaintiff's arbitrator has not acted in accordance with paragraph 5 of this article.

11) If the plaintiff's arbitrator and the defendant's arbitrator fail to agree on the president of the council in accordance with the provisions of paragraphs 2 and 5-10 of this article, the president of the Court of Arbitration shall appoint the president of the council within a further period of 8 days, provided that an arbitrator proposed in the earlier procedure for the appointment of a president of the council cannot be appointed as the president of the council. If one arbitrator proposes the president of the council and the other arbitrator does not respond to that proposal within 8 days from the date of delivery or does not propose another president of the council, it shall be deemed that he agrees with the proposal.

12) In all cases where the president of the council is appointed by the president or vice president of the Court of Arbitration, care should be taken to ensure the fairness of the distribution of cases to available candidates for the president of the council.

13) Except as provided in paragraph 1 of this article, if the parties reach a written agreement on this, the procedure is conducted, and decisions are made by a sole arbitrator.

14) Before the procedure in each case, arbitrators must give a written statement agreeing to act as arbitrators.

15) Arbitrators communicate with each other and with the administration of the Court of Arbitration by e-mail. All statements and expressions of will given by arbitrators and, later, by members of the council in this way are considered valid and authentic.

Failure to perform the duties of an arbitrator and appointment of a substitute arbitrator

Article 8.

1) If an arbitrator is unable or no longer wishes to perform their duties, their membership in the council in a particular case shall cease if they withdraw from such duty or if the parties to the procedure agree thereto.

2) The Executive Committee of HNS confirms the withdrawal from the duties of an arbitrator if it relates to the entire work in the Court of Arbitration, and upon the proposal of the president of the Court of Arbitration, relieves of duty an arbitrator who has not withdrawn themselves but it is established that they can no longer or do not wish to perform the duty.

3) The duty of the president, vice president, or arbitrator of the Court of Arbitration shall cease based on the decision of the Executive Committee of HNS when an impediment arises for election, when they lose legal capacity, when they lose Croatian citizenship, and in other cases when there are impediments to performing duties in the Court of Arbitration.

4) Instead of a relieved arbitrator, a new arbitrator shall be appointed until the end of their term in the manner determined by Article 5 of these Rules.

Recusal of members of the Court of Arbitration

Article 9

- 1) A member of the council or an individual arbitrator deciding in a dispute cannot be a member of the Court of Arbitration who is:
 - a party to the dispute or a legal representative of a party, employed by the club or federation involved in the dispute,
 - if they participated in making the decision that is the subject of the dispute,
 - if they are related by blood or marriage to any of the parties in the dispute,
 - if there are other circumstances that cast doubt on their impartiality.

- 2) If any of the reasons listed in paragraph 1 of this article exist, a member of the Court of Arbitration of HNS is obliged to inform the president of the council without delay, and if it concerns the president of the council or an individual arbitrator, the president of the Court of Arbitration.

- 3) The exemption of a member of the council deciding in the dispute or an individual arbitrator can also be requested by the parties. If the member of the council or individual arbitrator whose exemption is sought does not withdraw voluntarily, the request for exemption will be decided by the president of the Court of Arbitration by decision. If the exemption of the president of the Court of Arbitration is requested, the vice president of the Court of Arbitration will decide on the exemption.

- 4) A party may request the exemption of a member of the council or an individual arbitrator within seven days from the day they were informed of the composition of the council or the appointment of the individual arbitrator, or from the day they learned of any of the circumstances listed in paragraph 1 of this article.

Examination as to jurisdiction

Article 10

- 1) The Court of Arbitration may decide on its own jurisdiction.

- 2) If the Court of Arbitration considers itself genuinely lacking jurisdiction, it shall issue a decision to that effect and notify the applicant.

- 3) An objection to the jurisdiction of the Court of Arbitration may also be raised by the respondent, but no later than when submitting a response to the request in which it engaged in discussing the substance of the dispute.

Seat

Article 11

- 1) The permanent seat of the Court of Arbitration is in Zagreb, at Ulica grada Vukovara 269a.

2) In its work, the Court of Arbitration uses the seal of HNS with the numerical designation 8 and the title "Arbitražni sud" at the bottom edge of the seal.

Venue of Procedure

Article 12

- 1) The arbitration procedure is conducted at the seat of the Court of Arbitration.
- 2) For the sake of efficiency and effectiveness of the procedure, the Court of Arbitration may carry out certain actions (presentation of evidence, holding hearings, etc.) at any location it deems appropriate.
- 3) The Court of Arbitration is obliged to inform the parties in a timely manner about the place and time of hearings or the presentation of particular evidence.

Language and Script of Procedure

Article 13.

- 1) The arbitration procedure is conducted in the Croatian language, and all submissions and other written documents must be drafted in the Latin script in the Croatian language.
- 2) If one of the parties is a foreigner, they may, at their own expense, use an interpreter during the oral hearing and for the oral translation of documents used for evidentiary purposes during the proceedings.

Interim Measures

Article 14

Upon request of any party or ex officio, the Court of Arbitration may order interim measures that it deems necessary considering the subject matter of the dispute.

Costs

Article 15

- 1) The plaintiff is obliged to pay the fee for initiating procedure before the Court of Arbitration.
- 2) Request for initiating the procedure before the Court of Arbitration concerning the status issues of players and coaches, and related property disputes arising between Croatian Football Federation entities, is no subject to payment of a fee.
- 3) Fee amount is determined by the Executive Committee of HNS.

4) If the plaintiff fails to pay the fee when submitting the request, excluding the situation described in para. 2, the court will call upon them to pay the fee within a further period of 15 days under the threat of dismissal of the request.

5) Upon request of the parties, the Court of Arbitration will decide on the costs.

C. PARTIES

Parties in the Procedure

Article 16

1) Parties to the procedure may be clubs of HNS, players registered for a club of HNS, coaches with a coaching contract with a HNS club or HNS, licensed intermediaries in player transfers, county football associations, and the Croatian Football Federation.

2) Parties are obligated to be truthful and exercise their rights conscientiously.

Basic Procedural Rights

Article 17

Parties are guaranteed basic procedural rights, especially the right to equality of arms and the right to be heard (in particular, the right to explain one's actions, submit evidence, participate in the presentation of evidence, and receive reasoned decisions).

Representation

Article 18

1) Parties may appoint a representative of their choice from among persons specified in paragraph 2 of this article.

2) In addition to legal representatives, a party may be represented by a lawyer, spouse, direct blood relatives, or a member of the club's body who is a party to the procedure and has power of attorney for representation.

Intervener

Article 19

1) A person who has a legal interest in the success of one of the parties in the dispute may join as an intervener.

2) The decision on allowing intervention is made by the council by resolution.

3) Intervener is obligated to be truthful and exercise his rights conscientiously.

D. LETTERS AND DEADLINES

Procedural form

Article 20

Procedures are conducted in written form and orally at the main hearing.

Letters

Article 21

1) Letters are delivered to the address provided by the parties or their representatives.

2) Letters are delivered in a manner that allows proof of receipt. Delivery is generally made by registered mail with a return receipt, and in urgent cases, summons to a hearing or notice of postponement may be sent by telegram or email to the email address provided to the Court of Arbitration by the parties and other participants in the procedure.

3) Parties may agree that all written communication, including the delivery of letters, be conducted via email.

4) In case of two unsuccessful deliveries in the manner described in paragraphs 1 and 2 of this article, the letter will be published in the official gazette of HNS. The third day from the date of publication is considered as the date of delivery of the letter.

Deadlines

Article 22

1) Parties must submit their submissions within the deadline prescribed by the Rules or determined by the Court of Arbitration. Deadlines are considered met when the dispatch is made by midnight on the deadline day and is confirmed by receipt at the HNS Office, electronic mail timestamp, or postal stamp.

2) The sender proves that the deadline has been met.

3) As a general rule, deadlines set by the Court of Arbitration cannot be shorter than ten days or longer than 30 days. In urgent cases, especially when deciding on the termination of contracts between a club and a player, deadlines can be shortened to 48 hours.

4) In cases where these Rules do not prescribe the consequences of failing to meet a deadline, the Court of Arbitration determines them.

Calculation of Deadlines

Article 23

- 1) Mandatory deadlines start running one day after the parties receive a written document containing the deadlines. Non-working days and public holidays at the recipient's place of residence are included in the deadlines.
- 2) The deadline expires at midnight on the last day of the deadline. If the last day of the deadline is a non-working day or a public holiday at the recipient's place of residence, the deadline expires on the next working day.

Extension of Deadline and Restart of Deadline

Article 24

- 1) Mandatory deadlines prescribed by these Rules cannot be extended.
- 2) Deadlines left to the discretion of the Court of Arbitration by these Rules may be extended for valid reasons if a justified request is submitted before its expiration. A request for an extension of the deadline can only be granted once.

E. PROCEDURE

Initiating Procedure

Article 25

Procedure before the Court of Arbitration is initiated by submitting a lawsuit in writing.

Deadlines for Initiating Procedure

Article 26

- 1) A lawsuit for the review of the legality of a final decision on rights, obligations, and responsibilities arising from relationships established within HNS and football sport in the Republic of Croatia may be filed within eight days from the date of receipt of the decision whose legality is sought to be reviewed.
- 2) A lawsuit to resolve disputes not related to property disputes and status issues of coaches and players may be filed within eight days from the date of receipt of the decision against which no other legal remedy can be used within HNS, county football association, or football club, depending on jurisdiction.

3) A lawsuit to resolve property disputes and status issues of coaches and players may be filed within the deadlines prescribed by the Law on Obligations, unless otherwise specified by these Rules or another HNS regulation.

Mandatory Components of the Lawsuit

Article 27

1) The lawsuit must contain, in particular:

- a) names and addresses of the parties and their OIB (Personal Identification Number),
- b) description of the subject matter of the dispute and the claim made,
- c) allegations of facts on which the lawsuit is based,
- d) statements about evidence,
- e) appointment of an arbitrator member of the council or proposal for a single arbitrator to decide,
- f) email address for delivery of documents.

2) The plaintiff must attach to the lawsuit all documents deemed important and propose the presentation of other evidence.

3) Proof of payment of the fee and a power of attorney to the representative, if any, must be attached to the lawsuit.

4) The lawsuit shall be submitted in a sufficient number of copies for all defendants and council members.

5) Lawsuits that are incomplete, not submitted in Croatian or Latin script, unsigned, signed by an unauthorized representative, or lawsuits in which an arbitrator from Article 5, paragraph 3, point c) of these Rules is designated, except in cases where a single arbitrator is proposed, shall be returned to the sender for supplementation or correction. The Court of Arbitration will set a short deadline, not exceeding three days, for the supplementation or correction of the lawsuit, and in case of failure, the lawsuit will be dismissed by decision.

6) Late lawsuits will be dismissed by the president or vice president of the Court of Arbitration by decision.

Response to Lawsuit

Article 28

1) The Court of Arbitration will deliver the received lawsuit to the defendant and invite the defendant to submit a written response within 8 days from the date of delivery of the summons, or no later than the date of the hearing, if scheduled. The written response should also specify the arbitrator to be appointed as a council member or propose a single judge to decide.

2) The response to the lawsuit is submitted in a sufficient number of copies for the plaintiffs and all council members.

3) If the defendant fails to submit a written response to the lawsuit within the specified period or does not participate in the procedure (does not attend the main hearing or otherwise refuses to participate in the procedure), the Court of Arbitration will proceed with the procedure and render an award based on the available evidence. In such a case, a single arbitrator appointed by the president of the Court of Arbitration may render an award on the claim in the lawsuit.

4) The parties to the procedure are obliged to present all available evidence to the Court of Arbitration without delay. The Court of Arbitration will not consider evidence submitted belatedly without a justified reason.

Counterclaim and Consolidation of Procedures

Article 29

1) The defendant may submit a counterclaim or raise a set-off plea until the conclusion of the discussion.

2) The president of the council will decide by conclusion to merge the discussion and decision-making on these requests.

Amendments and Supplements to the Lawsuit

Article 30

During the procedure before the Court of Arbitration, the plaintiff may amend or supplement their lawsuit, except when the Court of Arbitration deems it inappropriate to allow such changes due to the delay it would cause or the harm it would cause to the other party, or due to other circumstances.

Further Submissions

Article 31

1) The Court of Arbitration decides which further submissions should be requested from the parties or which submissions the parties may submit and sets a deadline for their submission.

2) All submissions and documents in the procedure (including the lawsuit and award) must be delivered in a sufficient number of copies for the opposing party and all members of the arbitration council or via email in PDF format to the email addresses provided by the parties and other participants in the procedure to the Court of Arbitration, or to the official email

address of the Court of Arbitration. All submissions and documents sent by regular or electronic mail must be signed and contain other parts as prescribed.

3) Parties are obligated to keep confidential all submissions and documents they received during the procedure.

Article 32

In exceptional circumstances, when the convening of the arbitration council or the performance of certain actions in the procedure, including the main hearing, is impossible or difficult, the convening of the council or the performance of certain actions may be conducted via video conference.

Decision Without Holding a Main Hearing

Article 33

1) When, after receiving the plaintiff's response, the Court of Arbitration determines that there is no factual dispute between the parties and that there are no other obstacles to rendering an award, it may render an award without holding a main hearing.

2) If requested by one of the parties at any stage of the procedure, the Court of Arbitration is obliged to hold a main hearing to hear witnesses, experts, or parties. If there is no such request, the council or the single judge will decide whether to hold such a hearing or whether to render a decision based on documents and other available procedural materials.

Evidence

Article 34

1) The presentation of evidence and the collection of other procedural materials are conducted by the arbitration council or the individual arbitrator.

2) The burden of proof lies with the parties. Exceptionally, the court may itself order the presentation of certain evidence if it deems such evidence essential for rendering a correct award on the subject of the dispute.

3) If any of the parties fail to submit evidence within the deadline set by the Court of Arbitration, a decision will be made based on other evidence.

Presentation and Evaluation of Evidence

Article 35

1) Evidence shall cover all facts relevant to rendering an award.

2) The Court of Arbitration may present the following evidence:

- a) hearing of the parties;
- b) hearing of witnesses;
- c) evaluation of findings and opinions of experts and, if necessary, their hearing;
- d) evaluation of submitted or obtained documents;
- e) any other evidence it deems relevant.

3) The Court of Arbitration evaluates evidence according to its conviction based on a conscientious and careful assessment of each piece of evidence separately and all evidence together.

4) The Court of Arbitration may reject the presentation of evidence proposed by a party if it deems it irrelevant, unrelated to established facts, or likely to cause unnecessary delay in the procedure.

5) If a party proposes the presentation of evidence that would incur costs, they are required, upon the Court of Arbitration's order, to deposit in advance the amount necessary to cover those costs. When both parties or when the Court of Arbitration orders the presentation of evidence, each party will be required to deposit the amount necessary to cover the costs equally. If the presentation of evidence is ordered by the Court of Arbitration, it may, depending on the circumstances, determine that only one party deposits the amount necessary to cover the costs.

6) The Court of Arbitration may order any person who is subject to the Statute and regulations of HNS to provide relevant evidence in their possession and to testify in the procedure.

Witness Hearing

Article 36

1) The president of the council or the individual arbitrator establishes the identity of the witness and warns them about the consequences of false testimony and conducts their hearing.

2) Parties have the opportunity to ask questions to the witnesses.

Expert Examination

Article 37

1) When the knowledge of a particular field is necessary to establish or assess certain facts, the Court of Arbitration may order expert examination. The expert will produce a report within the deadline determined by the Court of Arbitration. The expert may give testimony at the hearing.

2) The Court of Arbitration, at its discretion or at the request of one of the parties, may:
a) request additional information from the expert:

b) seek a new opinion from another expert if the first report is incomplete, incomprehensible, or contradictory.

3) Provisions regarding recusal shall apply analogously to experts.

Obligation to Cooperate with the Court of Arbitration

Article 38

1) Every person subject to the Statute and regulations of HNS is obliged to respond to the Court of Arbitration's calls, regardless of the grounds.

2) Parties and their representatives may propose the postponement of a scheduled hearing only exceptionally and for justified reasons. The president of the council decides on the proposal for postponement. If it is deemed that the proposal is made for unjustified reasons and with the aim of delaying the procedure, the proposal for postponement of the hearing will be rejected.

3) In case of non-cooperation with the Court of Arbitration, unless it concerns the parties, the president of the council or the individual arbitrator may request the Disciplinary Committee of HNS to suspend the person who does not respond to the calls and file a disciplinary complaint for neglecting obligations.

Minutes

Article 39

If a main hearing is held, the president of the council or the individual arbitrator appoints a person to take minutes, which are signed by the arbitrators and the parties after the conclusion of the hearing.

Conclusion of the Main Hearing

Article 40

When the evidence has been presented, the president of the council or the individual arbitrator announces the conclusion of the main hearing. From that moment, the parties cannot propose any new facts or evidence.

F. DECISION-MAKING

Method of Decision-Making

Article 41

- 1) The Court of Arbitration renders its award by a simple majority of the council members. All present members are obliged to vote.
- 2) In cases specified in Article 32(1) of these Rules, the decision can also be made through written statements of the council members, upon the proposal of the president of the council.
- 3) Regarding procedural matters, the president of the council may decide independently outside the council meeting.
- 4) During deliberations and voting, the Court of Arbitration may decide to reopen the discussion if necessary to supplement the procedure or clarify certain significant issues.
- 5) In the case of procedure conducted by an individual arbitrator, all actions from this article are carried out independently.

Types of Decision-Making

Article 42

- 1) In the procedure, the Court of Arbitration renders:
 - a) an *award* by which the Court of Arbitration decides on the merits and amount of individual claims;
 - b) a *ruling* by which the Court of Arbitration establishes its lack of jurisdiction, suspends the arbitration procedure, by which the president of the Court of Arbitration decides on the recusal and replacement of an arbitrator in the council or an individual arbitrator, as well as decisions on other matters not subject to award or resolution;
 - c) a *resolution* by which the Court of Arbitration decides on procedural matters.
- 2) The Court of Arbitration may also render partial awards and interim awards. A partial award is considered an independent award.

Settlement

Article 43

- 1) During the procedure, the parties may settle the dispute by agreement.
- 2) The Court of Arbitration is not obliged to justify such agreement.

3) Settlement can also be concluded before an individual arbitrator.

4) Settlement has the same legal force and effect as an award.

Form and Content of the Award

Article 44

1) The Court of Arbitration shall render the award in writing, which contains the following:

- a) the date on which the award was rendered;
- b) the case number of the award;
- c) the names of the council members or the individual arbitrator;
- d) the names and/or designations of the parties and all representatives if any;
- e) the ruling on the acceptance or rejection of individual claims relating to the main issue and ancillary requests, including costs;
- f) the evidence presented;
- g) the factual situation and legal provisions;
- h) the signature of the president and council members, or the signature of the individual arbitrator. The award is valid even if one of the council members refuses to sign it if the majority of the council members have signed the award and noted the refusal to sign.

2) Founded requests are accepted, while unfounded requests are rejected. If the request is founded in part, it is accepted in that part and rejected in the rest.

3) When assessing the legality of the final decision, the award may annul, quash, or amend the decision. If the decision is annulled, the restoration of the previous state before the decision is ordered. If the decision is amended, the award replaces the final decision.

4) When deciding on disputes not related to property disputes and status issues of coaches and players, the award decides on the right, obligation, or liability that is the subject of the dispute.

5) If the parties agree, the award can be written as an extension of the hearing record, without explanation, and in that case, a written copy of the award will not be sent.

6) A council arbitrator is not authorized to write a separate opinion in an individual case.

Notice of Award

Article 45

1) After rendering the award, the Court of Arbitration will send it in writing to the Office of HNS, which will then deliver it to the parties or their representatives.

2) In urgent cases, especially when deciding on the termination of a contract between a club and a player, the Court of Arbitration may notify the parties only of the award, and subsequently, within 30 days, provide the reasoning.

Conclusion of Procedure

Article 46

- 1) By issuing the final award, the arbitration procedure on the matters decided is concluded.
- 2) The procedure may also be concluded by the decision of the Court of Arbitration if:
 - a) the plaintiff withdraws the lawsuit;
 - b) the parties agree to terminate the procedure by mutual agreement;
 - c) the Court of Arbitration determines that the continuation of the procedure has become unnecessary or impossible for some other reason

Binding Nature of the Award

Article 47

- 1) The award of the Court of Arbitration is final from the date of either its service or communication to the parties. The award of the Court of Arbitration is binding on the parties.
- 2) After the deadline for fulfilling the obligation arising from the award of the Court of Arbitration expires, the plaintiff may file a disciplinary complaint with the Disciplinary Committee of HNS and request the initiation of disciplinary proceedings against the defendant for non-compliance with the obligation.

Correction of Award

Article 48

- 1) Within 30 days from the date of delivery of the award, either party may request the Court of Arbitration to correct a computational error, error in writing, or other similar error in the award;
- 2) The Court of Arbitration may, on its own initiative, within 30 days from the date of issuing the award, correct an error under paragraph 1 of this article.

Publication

Article 49

- 1) Awards delivered by the Court of Arbitration will be published by the HNS' official web site, provided that the identities of the parties involved are not disclosed, as well as all the information that can reveal their identity.

2) These Rules as well as all other legislation on substantive and procedural regulations applicable to the Court of Arbitration will be published in the HNS' Official Journal and on the HNS' official web site.

Legal Remedies

Article 50

1) The award of the Court of Arbitration is final, and there is no appeal against it, so the award of the Court of Arbitration has the force of a final court judgment against the parties.

2) Exceptionally, if the parties expressly state and agree in the arbitration agreement or another agreement containing an arbitration clause, an appeal against the award of the Court of Arbitration may be lodged exclusively with the Court of Arbitration for Sport in Lausanne (CAS). The deadline for appealing to CAS against the award of the Court of Arbitration is 21 days from the receipt of the reasoned award against which the appeal is lodged, and in this case, the submission of the appeal to CAS affects the finality of the challenged award and delays its execution.

G. OTHER PROVISIONS

Administration of the Court of Arbitration

Article 51

1) The administrative and technical tasks for the Court of Arbitration are performed by the Office of HNS.

2) The employee of the Office of HNS responsible for the tasks under paragraph 1 of this article (Court of Arbitration administrator) particularly ensures communication between arbitrators and council members and compliance with deadlines before the start of the main hearing.

H. FINAL AND TRANSITIONAL PROVISIONS

Liability

Article 52

Except in cases of serious misconduct, members of the Court of Arbitration and its administration shall not be personally liable for their actions and omissions in connection with the procedures.

Pending Procedures before the Court of Arbitration

Article 53

Procedures initiated before the Court of Arbitration prior to the entry into force of these Rules shall be concluded in accordance with the provisions of the Rules of Procedure of the Court of Arbitration of HNS that were in force at the time the procedure was initiated.

Termination of the Validity of Previous Regulations

Article 54

Upon the entry into force of these Rules, the Rules of Procedure of the Court of Arbitration of HNS adopted on 7th June 2023, shall cease to be valid.

Article 55

The first procedure for the appointment of arbitrators provided for in Article 5 of these Rules shall be conducted after the expiration of the mandate of arbitrators who were appointed before the entry into force of these Rules.

Entry into Force

Article 56

These Rules shall enter into force on the eighth day following the day of publication in the HNS Official Journal.

President

Marijan Kustić, v.r.