

## **AGREEMENT RELATED TO THE CONSTITUTION OF THE INTERNATIONAL COUNCIL OF ARBITRATION FOR SPORT (ICAS)**

between

1. The **International Olympic Committee**
2. The **Association of Summer Olympic International Federations** represented by the President of the ASOIF
3. The **Association of the International Olympic Winter Sports Federations** represented by the President of the AIWF
4. The **Association of National Olympic Committees.**

It is preliminarily stated that, with the aim of facilitating the settlement of disputes in the field of sport, an arbitration institution entitled the "Court of Arbitration for Sport" (hereinafter the CAS) was created, and that, with the aim of ensuring the protection of the rights of the parties before the CAS and the absolute independence of this institution, the parties decided unanimously to create a Foundation for international arbitration in sport, called the "International Council of Arbitration for Sport" (hereinafter the ICAS), under the aegis of which the CAS will henceforth be placed.

### **IN VIEW OF THE ABOVE, THE PARTIES EXPRESSLY AGREE TO THE FOLLOWING:**

#### **Article 1**

The parties agree to constitute and set in operation the International Council for Sports Arbitration (ICAS).

#### **Article 2**

The twelve initial members of the ICAS are appointed as follows :

- a. four members by the IOC,
- b. three members by the ASOIF,
- c. one member by the AIWF,
- d. four members by the ANOC.

#### **Article 3**

The parties agree mutually and vis-à-vis the ICAS to finance its activities and those of the CAS to the extent determined by the ICAS and according to the following proportions :

4/ 12 by the IOC  
3/12 by the International Olympic Summer Sports Federations  
1/12 by the International Olympic Winter Sports Federations  
4/12 by the ANOC  
12/12

The International Olympic Summer Sports Federations, the International Olympic Winter Sports Federations and the ANOC for the National Olympic Committees agree that the funding thus apportioned be effected through deductions made by the IOC from the sums allocated to them as part of the IOC's revenue from the television rights for the Olympic Games. The first deduction will be made at the time of the constitution of the ICAS.

The above-mentioned parties shall be informed of the amounts of the deductions thus made by the ICAS, and this notification shall be accompanied by a copy of the budget duly approved by the ICAS.

#### **Article 4**

Any International Federation or association of Federations may sign the present Agreement or accede to it under the conditions determined as agreed between the parties.

#### **Article 5**

The present Agreement is for an indefinite period; each party has the right to terminate the Agreement at any time for the end of a calendar year, by giving notice two years beforehand by registered letter to the President of the ICAS and all the other parties. In such case, the present Agreement ends only insofar as it concerns the outgoing party, the other parties agreeing herewith to assume all the obligations and rights of the outgoing party with immediate effect on the day of termination, in proportion to their own rights and obligations, with no further action or formal notice required.

#### **Article 6**

The present Agreement is subject to Swiss law. Any dispute arising from its execution or interpretation shall be settled by arbitration in accordance with the provisions of Chapter XII of the Federal Law of 18th December 1987 on private international law.

Paris, June 22nd, 1994

Signed by :

The President of the International Olympic Committee

The President of the Association of Summer Olympic International Federations

The President of the Association of the International Olympic Winter Sports Federations

The President of the Association of National Olympic Committees