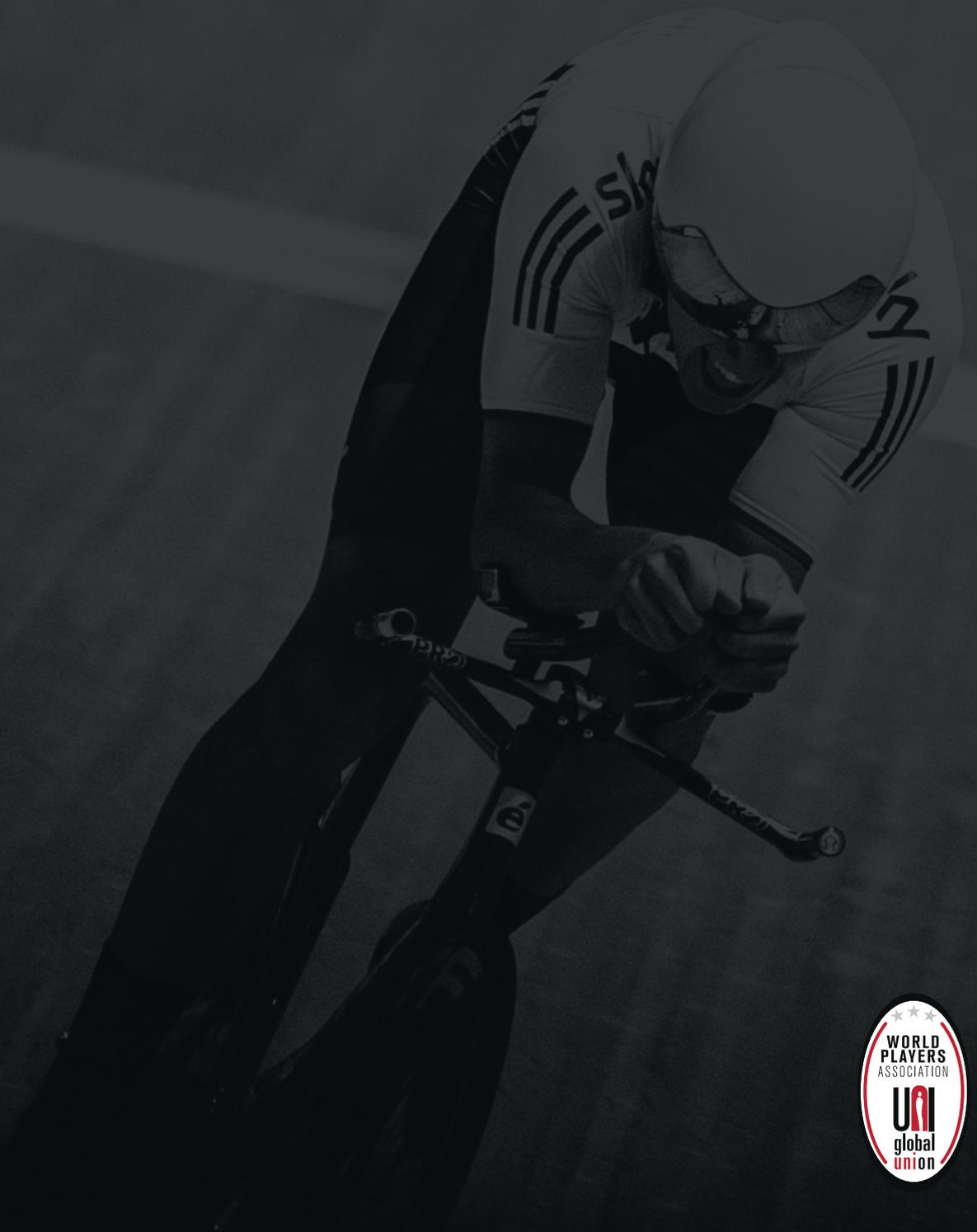


★★★
**SPORT AND
HUMAN RIGHTS
DISPUTE RESOLUTION
MECHANISM**



INTRODUCTION

As part of its strategy to reform global sports justice system, World Players has developed a new people-centred grievance mechanism with the support of the Permanent Court of Arbitration (PCA). It has been designed in accordance with the UN Guiding Principles on Business and Human Rights (UNGPs) to be human rights compatible and provide for the time and cost-efficient resolution of sport and human rights disputes. It provides a framework for mediation and arbitration drawing on the experiences from the historic Bangladesh Accord and existing best practice, including The Hague Rules on Business and Human Rights Arbitration.

The mechanism also includes an innovative advisory opinion procedure, which can provide sport bodies and other enterprises with independent expert advice on how to comply with their human rights responsibilities.

Its application and adoption are designed to address existing gaps regarding access to remedy. And in doing so, stop the harm and injustice suffered by many in global sport.

FAQS

Q1

How can the mechanism be used?

- On an **ad-hoc basis** to deal with specific cases
- On a **standing basis** by referring specific cases as identified in industrial agreements, statutes of sports bodies, host agreements for MSEs



Arbitration:

Valid arbitration agreement between the parties through a(n):

- Arbitration clause (in contract or statutes) – prior to the dispute; OR
- Submission agreement – after the dispute has arisen

Advisory opinion procedure:

- For sport bodies/other enterprises
 - Sign on to procedure, including necessary contribution to fund to cover procedural costs
- For player associations (PAs)/civil society organisations (CSOs)
 - Sport body has signed on; AND
 - PAs/CSOs have been granted standing

Q2

How can the mechanism be accessed?



Q3

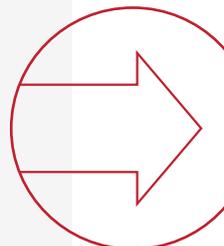
What situations can be referred to the mechanism?

Arbitration:

- Any dispute based on a specific contract or an event with legal implications ("defined legal relationship") can be referred to the mechanism

Advisory opinion procedure:

- Any question related to compliance of SGBs and business enterprises with their responsibility to respect human rights



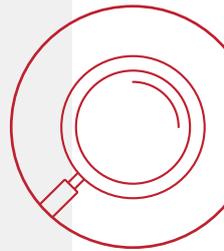
Q4

What does the process look like?

Arbitration:



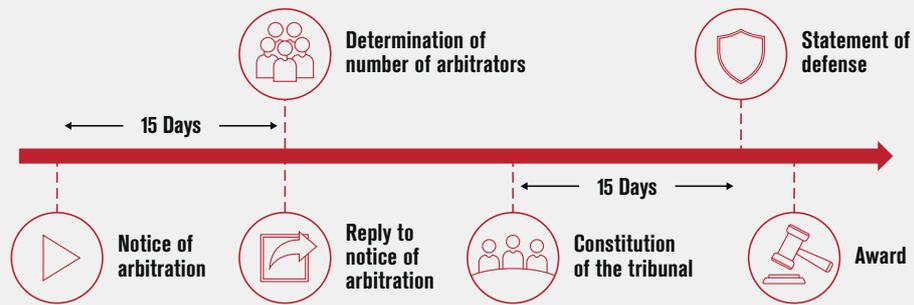
Advisory opinion procedure:



Q5

What are the expected timelines?

Arbitration:



Advisory opinion procedure:



Arbitration:

- **Binding award, enforceable** under the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (169 contracting parties)
- The tribunal can grant **any remedy it deems appropriate**, including
 - Satisfaction
 - Restitution
 - Rehabilitation
 - Financial and non-financial compensation
 - Sanctions
 - Injunctions
 - Guarantees of non-repetition
 - Recommendations to resolve root causes for the dispute

Advisory opinion procedure:

- **Non-binding advice** on actions designed to prevent and mitigate harm in accordance with the UNGPs and other applicable standards

Q6

What are the outcomes?



Q7

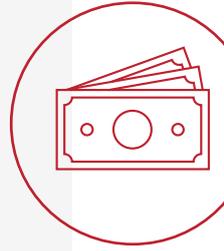
What are the costs?

Arbitration:

- Costs will depend on a number of factors, including amount in dispute, the complexity of the case and time involved
- The fees and costs of the PCA are specified [here](#)
- Generally the **total costs** are comprised of **90% for legal representation** and **10% for arbitration costs**
- A designated fund is contemplated to ensure access for affected persons

Advisory opinion procedure:

- **All costs of the procedure**, including experts' fees and costs for the PCA, **are foreseen to be covered by the fund**
- All **entities signing up** for the advisory opinion procedure will be required to make **mandatory contributions**



- Mediation and other forms of collaborative settlement mechanisms are emphasized as means for resolving disputes
- The parties can agree in writing at any time during the arbitral proceedings to resort to these forms of dispute resolution
- The parties can either negotiate the procedural rules or choose an existing set
- Unless the parties agree otherwise, those processes have no influence on the arbitral procedure
- The proceedings end either by a settlement agreement or by termination and lead, upon request, to the continuation of arbitration



Q8

What is the role of mediation under the mechanism?

Q9

How does it interact with existing mechanisms?

- Provides an alternative where mechanisms have proven to be ineffective
- Can complement existing mechanisms in certain areas and close gaps where they exist. This includes where no mechanism is available
- Not intended to substitute existing mechanisms, such as grievance mechanisms negotiated between PAs and their counterpart sports bodies





- The PCA is an **international governmental organisation** established through international agreements in 1899 and 1907 (122 contracting parties)
- **Specialised organisation for the peaceful resolution of disputes** and conflicts through the means of arbitration and mediation
- **Non-profit organisation** and contrary to other services in the context of dispute resolution (e.g., ICC, Swiss Chamber of Commerce etc.) has no commercial interest
- Subject matters include interstate arbitration, investor-state arbitration, environmental arbitration and commercial arbitration

Q10

What is the Permanent Court of Arbitration (PCA)?

Four ways for PAs to use the SHR DRM

S1

Inclusion in a Collective Bargaining Agreement (CBA)/Global Framework Agreement (GFA)

Problem:



Players have no, or no effective mechanism, to turn to get their grievances, including their labour disputes, resolved.

Solution:



Inclusion in CBA / Global Framework Agreement (GFA) / industrial agreement of SHR DRM through

- Incorporating arbitration clause (see standard arbitration clause) and/or
- Opt in to advisory opinion procedure through respective clauses and agreement on necessary contribution to fund



S2

Systemic player rights violations, such as sexual abuse and harassment, or racial discrimination

Problem:

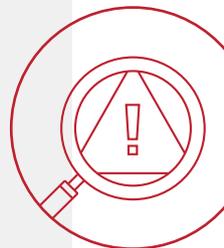


Sports around the world are confronted with testimonies of systemic harm, such as abuse and racism. Sport bodies often lack the capacity and expertise to respond in a human rights compatible way. Procedures are set up and expert guidance is sought on the basis of ad hoc mandates and procedures, and consequentially varying greatly in robustness and result .

Solution:



- Advocate and negotiate to opt in to advisory opinion procedure
- Can provide expert guidance on how the sport body can comply with its responsibility and address the harm in a human rights compliant way
- Can lead to long-term adoption through inclusion in CBA/GFA/industrial agreement



S3

Major Sporting Event is related to significant human rights risks for players and other groups

Problem:



Mega sporting event is awarded to a country with significant human rights risks, and/or hosting conditions post potential to adversely impact players rights (e.g., freedom of expression, LGBTIQ+ rights, OHS due to weather conditions).

Solution:



- Include human rights requirements and clauses referring to the SHR DRM in the hosting agreement
- Negotiate an accord between the sport body, the hosting/organising entity, the player association and civil society organisations which includes respective clauses
- Negotiate resolution of individual cases under the SHR DRM through a submission agreement



S4

The SHR DRM as a reform driving tool

Problem:



An existing mechanism, such as CAS, is not equipped to deal with human rights-related cases adequately.

Solution:



- The SHR DRM can be used to leverage necessary reforms of existing mechanisms to ensure human rights compliance

