Appendix B

U.S. CENTER FOR SAFESPORT

SUPPLEMENTARY *RULES* FOR U.S. OLYMPIC AND PARALYMPIC SAFESPORT ARBITRATIONS

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SUPPLEMENTARY *RULES* FOR U.S. OLYMPIC AND PARALYMPIC SAFESPORT ARBITRATIONS

Effective as of March 3, 2017

*All capitalized terms not otherwise defined here shall be defined as set forth in the *SafeSport Code for the U.S. Olympic and Paralympic Movement*.

R-1. Application

The Commercial Arbitration *Rules* of the American Arbitration Association, as modified by these *Supplementary Rules for U.S. Olympic and Paralympic SafeSport Arbitrations (Rules)* shall apply to arbitrations arising out of the *SafeSport Practices and Procedures for the U.S. Olympic and Paralympic Movement (Procedures)*. If there is any variance between the Commercial Arbitration *Rules* and these *Rules*, these *Rules* govern.

R-2. Scope

Arbitration shall resolve only whether a Responding Party violated the *SafeSport Code for the U.S. Olympic and Paralympic Movement (Code)* and/or the appropriate sanction (if any). Challenges to, or complaints about, any organizational practices or procedures shall not be addressed and the arbitrator shall be limited to evaluating whether a Covered Individual violated the *Code* and, if so, the appropriate sanction.

R-3. Arbitrator qualifications

The pool of arbitrators for SafeSport cases shall consist of individuals who are U.S. citizens and meet the SafeSport Arbitrator Qualifications (Exhibit 3), as determined by the arbitration body. Any reference to arbitrator shall also refer to an arbitration panel consisting of three arbitrators, if applicable. All arbitrators in the SafeSport arbitrator pool will receive specialized training.

R-4. Parties

When the Responding Party requests a hearing under the *Rules*, the parties to the arbitration will be the Office and the Responding Party. When the Reporting Party requests a hearing under the *Rules*, the parties to the arbitration will be Reporting Party and the Responding Party. Any reference to the Office in these *Rules* shall refer to the Reporting Party. A reference to the parties, the Office, the Responding Party or the Reporting Party will include any parent or guardian of a Minor, unless otherwise stated herein.

R-5 Advisor

Any party (and the Reporting Party) may have a single advisor, at that party's own expense. The advisor may but need not be an attorney. The advisor may participate in the pre-hearing conference, confer with the advisee during the hearing, clarify procedural questions, present opening and closing arguments on behalf of the advisee, suggest questions to the advisee and the hearing panel during witness examinations, or to the extent direct examination by the parties is permitted, question witnesses on behalf of the advisee. A party intending to have an advisor shall notify the other party and the arbitration body of the name and address of the advisor a minimum of 24 hours before the date set for the hearing or other proceeding at which the advisor is first to appear. The parties are responsible for keeping the arbitration body informed of any changes in advisors. Notice given to a designated advisor shall be deemed notice to the advisee.

R-6. Confidentiality

The arbitration, including all pre-hearing matters, shall be subject to the confidentiality provisions set forth in the *Procedures* and other confidentiality policies adopted by the U.S. Center for SafeSport Response and Resolution Office (Office).

R-7. Initiating arbitration

After receiving a request for an arbitration hearing and the required fees from the appropriate party under R-35, the Office will send a

notice to the Responding Party, the Reporting Party and the arbitration administrator informing them that an arbitration has been initiated and requesting confirmation of an email address to which notice will be deemed received upon mailing to such address.

The notice shall set forth (i) the alleged Violation; (ii) the sanction determined by the Office; (iii) the recipient's confidentiality obligations; and (iv) that any recipient who violates confidentiality obligations shall be subject to the jurisdiction of the Office and may be held, after proper process, to have violated the *Code*.

R-8. Number of arbitrators

There shall be one arbitrator. If the Office's sanction involves a suspension or period of ineligibility that is two years or longer, the Office or the Responding Party may request a three-arbitrator panel as provided in R-9.b.

R-9. Arbitrator appointment

a. Single arbitrator

(1) Promptly after arbitration is initiated, the arbitration body will send simultaneously to each party an identical list of nine arbitrators, all of whom shall be attorneys or retired judges. The parties are encouraged to agree to an arbitrator from the submitted list and to advise the arbitration body of their agreement.

(2) Within 48 hours after receiving the arbitrator list, the Office and the Responding Party each may strike the names of up to three arbitrators from the list and return the list to the arbitration body. If a party does not return a strike list within the time specified, all persons named in the list shall be deemed acceptable to that party. The names stricken by a party will not be disclosed to the other party.

(3) From among the persons who have been approved on both lists the arbitration body shall invite an arbitrator to serve. If, for any reason, an arbitrator cannot be appointed from the submitted lists, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the pool, not to include any arbitrator previously stricken by a party.

b. Three arbitrators

(1) If the Office's sanction involves a suspension or period of ineligibility of two years or longer, the Responding Party shall, when requesting a hearing, advise the Office whether a panel of three arbitrators is requested. The Office shall also have the right to request a panel of three arbitrators and the arbitration body shall be so advised.

(2) Promptly after arbitration is initiated, the arbitration body will send simultaneously to each party an identical list of 12 arbitrators, at least four of whom shall be attorneys or retired judges.

(3) Within 48 hours after receiving the arbitrator list, the Office and the Responding Party each may strike the names of up to four arbitrators from the list and return the list to the arbitration body. If a party does not return a strike list within the time specified, all persons named in the list shall be deemed acceptable to that party. The names stricken by a party will not be disclosed to the other party.

(4) From among the persons who have been approved on both lists, the arbitration body shall invite three arbitrators to serve, one of whom must be an attorney or retired judge. If, for any reason, the three arbitrators (including at least one attorney or retired judge) cannot be appointed from the submitted lists, the arbitration body shall have the power to make the appointment from among the other members of the pool, not to include any arbitrator previously stricken by a party.

c. Interim measures hearings

If an interim measures hearing is requested by the Office under R-40, it shall be heard by a single arbitrator, who is an attorney or retired judge, appointed by the arbitration body. The interim measures hearing arbitrator cannot manage the subsequent proceedings or serve as an arbitrator in a subsequent arbitration hearing of the matter.

R-10. Notice to arbitrator of appointment

Notice of the appointment of the arbitrator, whether appointed by the parties or by the arbitration body, shall be sent to the arbitrator by the arbitration body, together with a copy of these *Rules*. A signed acceptance by the arbitrator shall be filed with the arbitration body.

R-11. Jurisdiction and conflicts of interest

a. Jurisdiction

The arbitrator shall have the power to rule on the arbitration body's jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement. Any challenges to the arbitrator's jurisdiction must be made at the pre-hearing conference and shall be decided before the hearing, as set forth in R-15.

b. Conflicts of interest

(1) Any person appointed as an arbitrator shall disclose to the arbitration body any circumstance that could affect impartiality or independence, including any bias, any financial or personal interest in the result of the arbitration, or any past or present relationship with the parties or witnesses.

(2) The arbitration body shall communicate any information concerning a potential conflict of interest to the relevant parties and, as appropriate, to the arbitrator.

(3) A party may file an objection with the arbitration body contesting an arbitrator's continued service due to a conflict of interest. Upon receiving an objection, the arbitration body shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive. The parties may agree in writing that an appointed arbitrator subject to disqualification will not be disqualified.

c. Replacing a conflicted arbitrator

If the arbitration body determines that a selected arbitrator has a conflict of interest with one of the parties and the parties do not agree to waive the conflict, then:

(1) **Single arbitrator panel**

The arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges named on the arbitrator pool list. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among other attorneys or retired judges in the arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party

(2) Three-arbitrator panel

If an attorney or retired judge remains, then the arbitration body shall select a substitute arbitrator from the remaining names on the arbitrator pool list. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among other members of the arbitrator pool without the submission of an additional list, not to include any arbitrator previously stricken by a party.

R-12. Vacancies

If an arbitrator is no longer able to hear a case for which the arbitrator has been appointed, the vacancy will be filled as follows:

a. Single arbitrator panel

The arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

b. Three-arbitrator panel

If no attorney or retired judge remains on the panel, then the arbitration body shall select a substitute arbitrator from the remaining attorneys or retired judges on the arbitrator list. If the appointment cannot be made from the list, the arbitration body shall have the power to make the appointment from among the other attorneys or retired judges of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party. If an attorney or retired judge remains on the panel, then the arbitration body shall select a substitute arbitrator from among the remaining names on the arbitrator list, or, if the appointment cannot be made from the list, the arbitration body shall have the power to make an appointment from among the other members of the full arbitrator pool without the submission of additional lists, not to include any arbitrator previously stricken by a party.

R-13. Submissions to, and communication with, arbitrator

Except as provided under R-27.d., no party shall communicate unilaterally concerning the arbitration with an arbitrator or a candidate for an arbitrator position. Any documents submitted by any party to the arbitration body or to the arbitrator (with the exception of arbitrator strike lists under R-9) shall simultaneously be provided to the other party or parties to the arbitration.

R-14. Hearing concerning sanctions

If a Responding Party requests a hearing concerning only the Office's sanctions, the following *Rules* apply:

a. Scope

The Violation and the underlying facts will be deemed established. The arbitrator will determine whether the sanctions imposed fall outside the range of sanctions set forth in the *Procedures* and/or are otherwise inconsistent with the cumulative conduct history of the Responding Party.

b. Standard of review

The arbitrator is authorized to modify the sanction only upon finding that the Office abused its discretion.

c. Briefing

Within 10 business days of the arbitrator's appointment, the Responding Party shall file a brief setting forth the basis for the challenge to the sanction. Within seven business days of the Responding Party's filing, the Office shall file a responsive brief.

d. Oral argument

The decision shall be based on the parties' briefs and the Director's Decision. However, the arbitrator may in the arbitrator's discretion allow for oral argument.

e. Decision

The arbitrator will render a final and binding written decision to all parties within five business days from briefing.

R-15. Pre-hearing conference

a. The arbitrator shall schedule as soon as practicable a preliminary pre-hearing conference with the parties by

telephone or video teleconference, but no sooner than four business days and no later than 10 business days after the arbitrator is appointed.

b. At least two business days before the pre-hearing conference, the Responding Party shall provide the Office and arbitration body with a written answer to the Office's decision against him/her (to include a written statement containing Responding Party's summary of the factual rebuttal to the Violation and the defenses the Responding Party intends to raise at the arbitration) and the documentary evidence and witnesses that the Responding Party intends to present at the hearing. If the Responding Party fails to submit the required information, the arbitrator has the discretion to deny its admittance at the arbitration.

c. The pre-hearing conference will be directed by the arbitrator and shall be the exclusive opportunity of the parties to address issues that need to be resolved before the hearing, including, but not limited to:

(1) the timeline for the exchange of evidence and witness lists;

(2) any expected evidentiary issues;

(3) any challenges to jurisdiction;

(4) any disputes over the disclosure or exchange of evidence; and

(5) the scheduling and logistics of the hearing, to include without limitation the amount of time each side will have to present its evidence. The arbitrator will attempt to schedule the hearing to be completed within a single, eight-hour day.

The arbitrator may schedule more than one pre-hearing conference only if the arbitrator determines that an additional conference is necessary. All pre-hearing issues shall be resolved at the pre-hearing conference unless the arbitrator orders briefing. If briefing is ordered, all briefs must be submitted at least five business days before the hearing, and the issues that are the subject of the briefing shall be, whenever possible, decided before the hearing.

The arbitrator shall issue a written decision memorializing decisions made and agreements reached during or following the pre-hearing conference. All identifying information of the Reporting Party (including name), the Responding Party and witnesses shall be redacted.

R-16. Discovery

There shall be no discovery, except in exceptional circumstances as ordered by the arbitrator.

R-17. Date and time of hearing

The arbitrator shall use best efforts to ensure that the hearing is completed and the decision rendered within 15 business days of the pre-hearing conference. Although the arbitrator shall make reasonable accommodations to the parties and their advisors with regard to scheduling, the parties and their advisors have a duty to be reasonably available to ensure the ability of the arbitration process to render a reasonably prompt result. The arbitrators in their sole discretion may rule that the unavailability of a party's advisor is not grounds for postponing the hearing. Failure by the arbitrator or the Office to adhere to the timelines set forth herein shall not be grounds for overturning the arbitrator's decision. On good cause shown by any party, the arbitration hearing process shall be expedited as may be necessary in relation to the Responding Party's potential participation in a competition as required by the Ted Stevens Olympic and Amateur Sports Act.

R-18. Place of hearing

The hearing will be conducted telephonically or by videoconference except as authorized by the arbitrator in unique circumstances, in which case the hearing may be held in person at a location in the United States determined by the arbitrator. If a hearing is held in

person, the arbitrator may nonetheless permit witnesses to appear behind screens, by telephone or via videoconference.

R-19. Attendance

Unless the arbitrator and the parties agree otherwise, only the following individuals shall be present at the hearing: (1) the Office; (2) the Responding Party; (3) the Reporting Party; (4) the parties' respective advisors; and (5) witnesses during their own testimony.

R-20. Oaths

Before proceeding with the hearing, each arbitrator will take an oath of office if required by law. The arbitrator will require witnesses to testify under oath if it is required by law.

R-21. Interpreters

All arbitration proceedings shall be conducted in English. Any party who would like an interpreter is responsible for coordinating directly with the interpreter and is responsible for the costs of the interpreter service. The interpreter must be free of conflicts of interest.

R-22. Continuance

The arbitrator may continue any hearing upon agreement of the parties, upon request of a party or upon the arbitrator's own initiative. Postponements shall be discouraged and only granted in compelling circumstances. A party or parties causing a postponement of a hearing will be charged a postponement fee, as set forth in the arbitration fee schedule (Exhibit 1).

R-23. Arbitration in the absence of a party or advisor

The arbitration may proceed in the absence of any party or advisor who, after notice, fails to be present or to obtain a postponement. The arbitrator shall require the party who is present to submit evidence that the arbitrator may require for the making of a decision.

R-24. Standard of proof

The arbitration body shall use a preponderance of the evidence standard to determine if a Covered Individual has violated the *Code*.

R-25. Rules of evidence

a. Strict conformity to legal *Rules* of evidence shall not be necessary, and hearsay evidence may be considered.

b. Any party may introduce the Director's Decision into evidence, and the arbitrator shall give it appropriate weight.

c. The arbitrator shall determine the admissibility, relevance and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative, irrelevant or unreliable.

d. The arbitrator may draw an adverse inference by failure of the Responding Party to cooperate, participate or testify during the Office's investigation or the arbitration.

e. The arbitrator shall take into account applicable principles of legal privilege, including without limitation those involving the confidentiality of communications between an attorney and client and between a physician and patient.

f. Any statement from a Minor, be it written, recorded or live, and whether direct or hearsay, shall be admissible.

R-26. Evidence by affidavit

The arbitrator may receive and consider the evidence of witnesses by declaration or affidavit and shall give it such weight as the arbitrator deems appropriate after considering any objection made to its admission.

R-27. Hearing

Unless the parties agree that the arbitrator can determine the case without an oral hearing and on written briefings alone (which the parties may do whether the matter relates to liability and sanctions or sanctions only), the arbitrator will hold an oral hearing.

a. Arbitrator to manage proceedings expeditiously

The arbitrator, exercising discretion, shall conduct the proceedings expeditiously and may direct the order of proof,

bifurcate the hearing between the Violation and sanction portions of the hearing, and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

b. Opening statements

Each party shall be entitled to present a concise opening statement prior to the presentation of evidence. The Office or its advisor shall present its opening statement first, followed by the Responding Party.

c. Presenting evidence

Both the Office and the Responding Party shall be entitled to an equitable amount of time to present evidence in support of or in opposition to the alleged Violations, as determined by the arbitrator at the pre-hearing conference. Absent exceptional circumstances, the parties will be expected to complete the hearing in a single, eight-hour business day. The arbitrator will track the time used by each party during the course of proceedings and enforce the time limits to ensure equitable time to both parties. The parties will be permitted, subject to any pre-hearing orders, to present documentary evidence through the submission of exhibits and to present testimony through affidavit or in-person testimony of witnesses.

The Office will present its evidence first. The Responding Party will present its evidence second. The Office will then present any rebuttal evidence.

d. Examining witnesses

(1) The Responding Party and Reporting Party shall be subject to questioning by only the arbitrator unless the Responding Party or Reporting Party agrees to direct examination and cross-examination by the opposing party.

(2) Unless the Responding Party and/or Reporting Party elect to be questioned directly by the parties, no later than five days before the hearing, the Office and the Responding Party each may submit, *ex parte*, proposed questions and lines of inquiry to the arbitrator for the questioning of the Responding Party and Reporting Party. The arbitrator will review the submitted questions and lines of inquiry and will, in the arbitrator's discretion, determine which are appropriate and relevant based on the understanding of the matter and to ensure the arbitrator's ability to render a decision in the matter. The arbitrator also may ask such other questions which the arbitrator deems appropriate.

(3) If the arbitrator has been the sole questioner of the Responding Party or Reporting Party, then after the arbitrator's direct questioning of the Responding Party or Reporting Party is completed, the witness will be temporarily excluded from the hearing so that the arbitrator can discuss with each of the parties separately appropriate follow-up questions or supplemental lines of inquiry for the arbitrator to consider. The arbitrator will hold separate *ex parte* conferences with each party regarding appropriate follow-up questions or lines of inquiry, except that the Responding Party shall not be permitted to participate in conferences relating to the Reporting Party's questioning, nor shall the Reporting Party be permitted to participate in such conferences when questions for the Reporting Party are at issue. After the *ex parte* conferences are concluded, the witness then will re-join the arbitration hearing, and the arbitrator will ask follow-up questions of the witness that the arbitrator deems appropriate.

(4) The arbitrator shall also question any witness. The parties may also question all other witnesses directly, provided that the arbitrator shall have the authority to limit questioning of witnesses or lines of inquiry based on, without limitation, relevance, that the questioning is

cumulative, or that the questioning has become harassing or abusive.

(5) **Examining Minors**

The presumption is that a Minor will not testify live at a hearing; however, with the permission of the Minor's parents or guardians, the Minor may testify if so desired. The arbitrator shall determine the manner in which Minor's evidence shall be given, including whether any or all questioning of the Minor (live or via video) will be completed outside the presence of their parent(s) or guardian(s), bearing in mind (a) the objective of achieving a fair hearing, (b) the possible damage to a Minor's welfare from giving evidence, and (c) the possible advantages that the Minor's evidence will bring to determining the facts.

A Minor may only be asked to testify in exceptional circumstances as determined by the arbitrator. In making this decision, the arbitrator shall consider:

(a) the Minor's wishes and feelings, in particular, the Minor's willingness to give evidence (an unwilling Minor should rarely, if ever, be obligated to give evidence);

(b) the Minor's particular needs and abilities;

(c) whether the case depends on the Minor's allegations alone;

(d) corroborative evidence;

(e) the age of the Minor;

(f) the maturity, vulnerability, understanding, capacity and competence of the Minor;

(g) whether justice can be done without further questioning of the Minor;

(h) the wishes and views of any parent, person with parental responsibility for the Minor, or any guardian, if appropriate; and

(i) whether the Minor has given evidence to another tribunal or court related to the subject matter of the proceeding, the way in which such evidence was given, and the availability of that evidence.

e. Role of the Reporting Party

In arbitrations requested by the Responding Party, the Reporting Party is not a party, but has the right to be present during the hearing and to give testimony as a witness if called, but shall not otherwise participate in the hearing.

f. Closing statements

Each party will be entitled to present a concise closing statement after the close of evidence and before the hearing is concluded. The Office will present its closing statement first, followed by the Responding Party, and the Office will be allowed time for a reply.

g. Hearing closed to the public

The hearing shall be closed to the public.

h. No disclosure of information

All information obtained by the Office, Responding Party or the Reporting Party during the arbitration shall be subject to the stated limits set forth in the Office's *Procedures*.

i. Recording

At the request of any party, hearings shall be recorded by the arbitration body and retained by the Office in its confidential files, but shall not be made available to any party or third party except in accordance with the *Procedures*. The requesting party is responsible for arranging the recording.

R-28. Closing of hearing

After all evidence has been submitted at the hearing, the arbitrator shall specifically inquire of each party whether it has any further evidence to offer or witnesses to be heard. Unless the arbitrator determines that additional evidence or witness(es) are required to resolve the controversy, the arbitrator will declare the hearing closed. There shall be no post-hearing briefing ordered except in exceptional circumstances. If documents or responses are to be filed as directed by the arbitrator, or if briefs are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of briefs.

R-29. Waiver of *Rules*

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these *Rules* has not been complied with and who fails to promptly state an objection in writing shall be deemed to have waived the right to object.

R-30. Extensions of time

For good cause shown, the arbitrator may extend any period of time established by these *Rules*, except the time for making the decision, keeping in mind the need to resolve these disputes expeditiously; the unavailability of an advisor—after an arbitrator's efforts to reasonably accommodate the advisor's schedule—shall not be considered good cause except in exceptional circumstances. The arbitrator shall notify the parties of any extension.

R-31. Notice and receipt

The parties each must provide an email address to the arbitration body and opposing parties/advisors upon initiation of an arbitration under the *Rules*. Notice sent to that email address shall be considered actual notice to the party effective upon delivery.

R-32. Decisions

a. Majority decision

When the arbitration is heard by more than one arbitrator, a majority of the arbitrators shall issue one written decision. As appropriate, names will be replaced with alpha-numeric identifiers. There shall be no written dissents.

b. Time

The reasoned decision shall be made promptly by the arbitrator after the close of evidence, and, unless otherwise agreed by the parties or specified by law, no later than seven business days from the date of close of the evidence or any briefing ordered by the arbitrator.

c. Form

In all cases, the arbitrator shall render a written, reasoned final decision, which shall be signed by the arbitrator. All identifying information of the Reporting Party (including name), and witnesses (other than the Responding Party) shall be redacted. If the arbitrator determines that there has been no Violation, then the Responding Party may request that the arbitrator redact their name and/or identifying information in the final decision.

d. Scope

The arbitrator may grant such remedy or relief the arbitrator deems just and equitable and within the scope of the *Code* and the Sanctioning Guidelines.

e. Delivery to parties

The final decision shall be deemed delivered to the parties if transmitted as provided in R-31.

R-33. Modifying decision

Within three business days after the transmittal of the arbitrator's final decision, any party, upon notice to the other parties, may request the arbitrator, through the arbitration body, to correct any clerical, typographical or computational errors in the decision. The arbitrator is not empowered to re-determine the merits of any matter already decided. The other parties shall be given two business days to respond to the request. The arbitrator shall dispose of the request within two

business days after transmittal by the arbitration body to the arbitrator of the request and any response thereto.

R-34. Appeal

The arbitration decision shall be considered final and binding. The parties to arbitration waive, to the fullest extent permissible by law, any right to challenge in court the arbitrator's decision.

R-35. Filing fees and expenses

a. The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable.

b. Initiating arbitration

1. Arbitration requested by Responding Party

a) Arbitration fees and expenses

The Responding Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Responding Party fails to provide the deposit, then the arbitration may not proceed.

b) Hardship exemption

In the case of Responding Parties who are Athletes, the Responding Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (*see* Exhibit 2) If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

2. Arbitration requested by Reporting Party

a) Arbitration fees and expenses

The Reporting Party shall pay a full deposit for all fees and expenses associated with the arbitration as set forth in Exhibit 1. If the Reporting Party fails to provide the deposit, then the arbitration may not proceed.

b) Hardship exemption

In the case of Reporting Parties who are Athletes, the Reporting Party may, at the discretion of the Office, obtain a hardship exemption from payment of some of these fees through written certification that they have insufficient funds to cover arbitration (*see* Exhibit 2). If the Office grants an exemption, the Office shall pay all fees and expenses associated with the arbitration as set forth in Exhibit 1.

R-36. Other fees and expenses

The expenses of witnesses and translators for any party shall be paid by the party producing such witnesses or translators. Parties shall be responsible for their own advisor's fees and costs, and all other expenses not expressly assumed by the Office. A party who successfully seeks a continuance shall pay a continuance fee as set forth in Exhibit 1.

R-37. Arbitrator's compensation

a. Arbitrators shall be compensated at the rates set forth in the arbitration fee schedule (Exhibit 1).

b. If there is disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator and the arbitration body, and confirmed to the parties. Any arrangement for the compensation of an arbitrator shall be made through the arbitration body and not directly between the parties and the arbitrator.

R-38. Allocating fees and expenses

The arbitrator shall, in the final reasoned decision, allocate fees and expenses as follows:

a. Arbitrations requested by the Responding Party

1. If a Violation is not found, the Office shall reimburse the Responding Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.

2. If the case involves multiple Violations, and the arbitrator modifies some Violations but not all, the arbitrator has the discretion to allocate the fees and expenses paid to the arbitration body pursuant to R-35.

3. If, in a sanctions-only hearing, the sanction is reduced the arbitrator may reapportion responsibility for all arbitration fees and expenses paid to the arbitration body pursuant to R-35 between the Office and the Responding Party.

b. Arbitrations requested by the Reporting Party

If a Violation is found, the Office shall reimburse the Reporting Party for all arbitration fees and expenses paid to the arbitration body pursuant to R-35.

R-39. Interpreting and applying the *Rules*

The arbitrator shall interpret and apply these *Rules* insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of these *Rules*, a majority of the arbitrators shall decide the issue.

R-40. Interim measures

If the Office seeks interim measures, it will offer an opportunity for a hearing. The following *Rules* govern interim measures hearings.

a. Notice to the Responding Party

(1) Emergency interim measures

If an emergency interim measure is imposed, the Responding Party will be notified as soon as possible of (a) the interim measure and (b) the opportunity for a hearing to take place no later than 48 hours after the interim measure was imposed (unless otherwise agreed by the parties).

(2) Non-emergency interim measures

In all interim measures cases not involving a pre-hearing emergency interim measure, the Responding Party will receive notice of the opportunity for a hearing within 72 hours of receiving notice (unless otherwise agreed by the parties). If the Responding Party does not request a hearing within 24 hours of notice, then the interim measures will go into effect.

b. Arbitrator

If the Office imposes or seeks to impose interim measures prior to the appointment of the arbitrator as provided in R-9, then a special arbitrator will be appointed by the arbitration body solely to conduct the interim measures hearing. This special arbitrator shall not be considered for appointment pursuant to R-9. If the Office imposes or seeks to impose interim measures after the appointment of the arbitrator, then the appointed arbitrator shall conduct the interim measures hearing. The Office will be responsible for the fees and costs of the arbitrator for the interim measures hearing.

c. Filing fees and expenses

The arbitration body shall prescribe filing and other administrative fees and expenses to compensate it for the cost of providing services. The fees in effect when the fee or charge is incurred shall be applicable. The Office shall pay a

full deposit for all fees and expenses associated with arbitration as set forth in Exhibit 1.

d. Procedures

(1) Expedited proceedings

The interim measures hearing is an expedited proceeding to quickly resolve whether sufficient evidence exists to satisfy the arbitrator that the interim relief requested is appropriate on the facts and circumstances of the case. The interim measures hearing is not intended to be the hearing necessary to finally resolve whether the Responding Party has committed a Violation or what the appropriate sanctions should be, if a Violation is found to have occurred. Except in exceptional circumstances, the interim measures hearing will last no longer than two hours.

(2) Procedures

The hearing procedures for interim measures hearings shall be the same as for hearings, as set forth in R-27 above.

(3) Scope

The interim measures hearing will not be a hearing on the merits and is limited to determining if there is cause to impose the interim measure(s).

e. Standard of review

To impose interim measures, the arbitrator must find based on the evidence presented, that: (i) the interim measure is appropriate based on the allegations and facts and circumstances of the case as they appear to the arbitrator; (ii) the interim measure is appropriate to maintain the safety or well-being of the Reporting Party, Athletes, or other Non-athlete Participants; or (iii) the allegations against the Responding Party are sufficiently serious that the Responding Party's continued participation in the sport could be detrimental to the reputation of sport.

f. Decision

The arbitrator may approve, reject, or modify the interim measures imposed or proposed by the Office. The arbitrator shall issue a decision regarding the Office's request for interim measures either orally at the conclusion of the interim measures hearing, with a written reasoned order to follow, or by a written reasoned decision issued within 24 hours of the close of the interim measures hearing. The decision shall be given no weight in the hearing of the case.

g. No appeal

Neither the Office nor the Responding Party may appeal the arbitrator's decision. The denial of the requested relief shall not, however, prejudice the Office's right to seek interim measures in the same case in the future.

h. Final hearing expedited if interim measures imposed

If interim measures are imposed, then the time for the hearing will be expedited to the extent feasible.

Exhibit 1

JAMS ARBITRATION FEES

The arbitration body for U.S. Olympic and Paralympic SafeSport Arbitrations is JAMS, www.jamsadr.com. Applicable arbitration fees are as stated, effective March 3, 2017.

$5,200.00 Single arbitrator

$1,500.00 Single arbitrator, interim measures hearing

$13,400.00 Three-arbitrator panel

- A deposit for the full price of JAMS fees and neutral rates is due at the time an arbitration is requested. An amount of $1,600 for single arbitrator matters and $2,600 for tri-panel matters is non-refundable. An amount of $1,500 for single arbitrator, interim measures hearings, is non-refundable.
- Applicable arbitrator travel costs will be charged.
- The above fees exclude usage of facilities. If a JAMS facility is used, a room rental fee not to exceed $300/day will be charged.

CANCELLATION/CONTINUANCE POLICY

Cancellation/Continuance period	***Fee***
14 days or more prior to hearing	• Arbitration, single arbitrator, $3,600 is refundable • Arbitration, three arbitrators, $10,800 is refundable • Interim Measures Hearing, non-refundable

- Hearing fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party requesting the hearing is responsible for the fees of all parties.
- JAMS reserves the right to cancel the hearing if fees are not paid as required by the applicable cancellation date and JAMS confirms the cancellation in writing.

Exhibit 2

HARDSHIP CERTIFICATION

I, _____, certify under penalty of perjury that I qualify for a Hardship Exemption under the Supplementary *Rules* for U.S. Olympic and Paralympic SafeSport Arbitrations because I:

____ am an Athlete, as defined in the SafeSport Policies and Procedures for the U.S. Olympic Movement, **and**

____ do not have sufficient funds to cover the costs of arbitration as of this date.

_____

Name (printed)

_____

Signature

NOTARIZATION

State of _____)

SS: County of)

On this, the ___day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that the same was executed for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

_____

Notary Public

Exhibit 3
SafeSport Arbitrator Qualifications

INDEPENDENCE
Each arbitrator shall be independent. An arbitrator is "independent" if (a) the individual has or had no material affiliation or relationship, directly or indirectly, with the United States Center for SafeSport, the United States Olympic Committee (USOC), any National Governing Body (NGB), any Paralympic Sports Organization (PSO), the Athletes Advisory Council of the USOC (AAC), and/or any other affiliated organization such as an Olympic Training Center or designated partner, and (b) such person is free of any direct or indirect relationships that create an actual or perceived conflict of interest that could reasonably be expected to interfere with the exercise of independent judgment of such person. Before an arbitrator may be selected for the JAMS SafeSport Panel, the individual shall disclose any potential conflicts of interests to JAMS.

KNOWLEDGE
In addition to independence, arbitrators shall have a demonstrated working knowledge of sexual assault, domestic violence, child sexual abuse, grooming, trust dynamics, and trauma-informed questioning/forensic interviewing protocol. Experience involving emotional, physical and sexual misconduct in sport is strongly preferred.

WORKING EXPERIENCE
Arbitrators shall have experience working in at least one of the following areas:

- In criminal law as a judge, district attorney, or defense attorney, with specific experience in sexual misconduct
- Law enforcement, with specific experience in sexual misconduct
- As a social worker
- A Title IX coordinator or investigator
- As a guardian *ad litem* and/or
- Other comparable working experience.