



Chamber of Arbitration for Sport

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GENERAL PROVISIONS

PRELIMINARY PROVISIONS

Article 1 - The Chamber of Arbitration for Sport

In order to ease the resolution of disputes arising from the practice or development of sport and, more generally, from any activity directly or indirectly related to sport, and without prejudice to the application of regulations that establish the principle of mandatory preliminary conciliation for certain sports disputes, an arbitration institution called the Chamber of Arbitration for Sport is hereby established.

Chamber of Arbitration for Sport's mission is to resolve disputes and disagreements submitted to them by the involved parties, including sports federations, national, regional, and departmental bodies, affiliated sports groups, and their license holders, concerning rights over which they have free disposal.

The Chamber of Arbitration for Sport consists of a 'Secretariat', which is the administrative body of the Chamber of Arbitration for Sport, and a 'French Sports Arbitration Committee,' composed of five members appointed by the Board of Directors of the French National Olympic and Sports Committee (CNOSF) for a four-year term, on the recommendation of the CNOSF Ethics Committee. Once its members have been appointed, the French Sports Arbitration Committee appoints, from among its own members and by an absolute majority of its members, the president and a vice-president of the Chamber of Arbitration for Sport. The members of this committee listed in Article 7 of the present regulations may not be appointed as arbitrators during their term of office. The French Sports Arbitration Committee has jurisdiction to rule on all matters for which jurisdiction has not been assigned to the President of the Arbitration Chamber, the Arbitration Panel, or the Secretariat. If the president is unable to perform his or her duties, his or her authority shall be delegated to the vice-president.

The French Sports Arbitration Committee convenes at the request of the president of the Chamber of Arbitration for Sport or the person appointed by him for this purpose. Meetings are generally held in person but may also be held by any means that guarantees the quality and security of the exchanges. The French Sports Arbitration Committee may only validly deliberate when at least three of its members are present, including at least the president or vice-president. In case of a tied vote, the chairman of the meeting shall have the prevailing vote.

Article 2 – Definitions

In subsequent articles :

- the expression "arbitration panel" refers equally to the intervention of a single arbitrator or the intervention of three arbitrators.
- the expressions "Petitioner" and "Defendant" mean one or more plaintiffs or defendants.
- the expression "Award" is understood indistinctly for a partial or final sentence.
- the "arbitration clause" is the stipulation by which the parties to a contract commit, upon conclusion of the latter, to submit to arbitration the disputes that could be born on the occasion of his execution.
- the "compromise" is the agreement by which the parties to a dispute already born decide to submit its resolution to arbitration.

INTRODUCTION OF THE PROCEDURE

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Article 3 - General Provisions

The Chamber of Arbitration for Sport has the ability to organize the arbitration of any dispute or litigation submitted to it pursuant to a compromise or an arbitration clause. In all cases, the referral to the Chamber of Arbitration for Sport automatically entails the application of the provisions of these Regulations.

Any natural or legal person having the capacity or power to enter into arbitration and who can invoke a compromise or arbitration clause may refer a matter to the Chamber of Arbitration for Sport, provided that they have a legitimate interest in doing so.

Article 4 - Commencement of the request for arbitration

1. If the referral to the Chamber of Arbitration for Sport arises from a compromise, the request must be accompanied by this compromise, which shall include the names, capacities, and postal and electronic addresses of the parties; the subject matter of the arbitration; and a reference to the Regulations of the Chamber of Arbitration for Sport for its organization and administration. The compromise must also include information regarding the appointment of a sole arbitrator or an arbitral council. In that case, the parties shall indicate the name(s) of the arbitrator(s) they intend to appoint.
2. If the referral to the Chamber of Arbitration for Sport arises from an arbitration clause, the request for arbitration must include the full names and corporate names, capacities, and postal and electronic addresses of each party; a summary of the nature and circumstances of the dispute giving rise to the request; the subject of the claim; and, in particular, the measures sought (quantified monetary damages, performance of an obligation, etc.). In the absence of any provision in the arbitration clause, the Petitioner must specify whether they seek the appointment of a sole arbitrator or of a panel of three arbitrators. In that case, they shall indicate the name of the arbitrator they intend to appoint.
3. The request for arbitration may be sent to the Secretariat by email. The request for arbitration may also be submitted to the Secretariat in paper form, by registered mail, by hand delivery, or by any other means. When it is submitted to the Secretariat in paper, the request shall be provided in as many copies as there are defendants, plus one copy for the Chamber of Arbitration for Sport.

Regardless of the method used to submit the request for arbitration, the Chamber of Arbitration for Sport shall be deemed seized only upon acknowledgment of receipt thereof, provided that the request is complete. It is the responsibility of the Petitioner to retain proof of submission of the request for arbitration. The request must be accompanied by the simultaneous payment of the filing fee in force on the date of the commencement of the arbitration procedure in accordance with the provisions of Article 28.

If the request does not fulfill one of these conditions, it shall not be examined and shall be considered as withdrawn, without prejudice to the right to submit a new request. As soon as it has acknowledged receipt of the request and if the request fulfills all the conditions set out in this article, the Secretariat shall notify the Defendant of a copy thereof for a response.

Article 5 - Response to the Request for Arbitration

1. The Defendant shall, within thirty days from receipt of the request for arbitration communicated by the Secretariat, submit a response containing in particular its full names and designations, capacity, and postal and electronic addresses; its comments on the nature and circumstances of the dispute giving rise to the request; its position on the relief sought; and any relevant indication concerning the number of arbitrators and their appointment in light of the proposals made by the Petitioner (indicating which arbitrator it intends to appoint in the event of a multi-party arbitration panel).
2. A copy of the response and any appended documents shall be communicated by the Secretariat to the parties upon receipt
3. Any counterclaim submitted by the Defendant must be filed with its response and shall include in particular:
 - a. a brief statement of the nature and circumstances of the dispute giving rise to the counterclaim;
 - b. an indication of the purpose of the counterclaim, including the relief sought (quantified financial claim, enforcement of an obligation, etc).

The Petitioner may submit a reply within thirty days from receipt of the counterclaim(s) as communicated by the Secretariat.

Article 6 - Effect of the Arbitration Agreement

1. By initiating arbitration administered by the Chamber of Arbitration for Sport, the parties undertake to comply with the regulations in force on the date on which the proceedings are committed to arbitration, unless they have agreed to submit to the rules in force on the date of signature of the compromise or of the contract conferring jurisdiction on the Chamber.
2. In the absence of a response from the Defendant to the request for arbitration under the conditions stipulated in Article 5, or where one of the parties challenges, by one or more pleas, the existence, validity, or scope of the arbitration agreement, the President of the Chamber of Arbitration for Sport may decide that the arbitration shall proceed if he recognizes in the first place that an arbitration agreement referring to the rules exists.
3. Such a decision shall not in any way prejudice or bind the arbitration panel as regards the admissibility of the plea(s) raised.
4. In such a case, the arbitration panel shall preliminarily rule on the objection to jurisdiction. If the objection is upheld, the parties shall be notified without delay. The arbitration shall proceed notwithstanding the refusal or abstention of one party to participate.
5. The arbitration clause shall remain valid even where the nullity or non-existence of the main contract is invoked.

CONSTITUTION
OF THE ARBITRAL
PANEL



CONSTITUTION OF THE ARBITRAL PANEL

Article 7 – General Provisions

Only individuals listed on the roster established by the Board of Directors of the French National Olympic and Sports Committee (CNOSF), upon proposal of its Ethics Committee, may be appointed as arbitrators in a case, with the exception of members of the French Sports Arbitration Committee during their term of office. This roster may be supplemented as necessary. Any arbitrator must be proficient in the language of the arbitration and must have the necessary availability to conduct the arbitration to its conclusion within the shortest possible time. Arbitrators of the Chamber of Arbitration for Sport may not act as counsel for a party before the Chamber of Arbitration for Sport. Any arbitrator appointed by a party shall be subject to confirmation by decision of the French Sports Arbitration Committee. This confirmation must take place within eight working days following notification of the appointment. Every arbitrator must be, and remain, independent of the parties. By accepting the appointment, the arbitrator undertakes to carry out his or her mandate through its completion. Prior to appointment or confirmation, the prospective arbitrator shall sign a declaration of independence disclosing to the Secretariat, if necessary, any facts or circumstances likely to give rise to doubts as to his or her independence or impartiality in the eyes of the parties. In such a case, the Secretariat shall communicate this information in writing to the parties, who shall have a maximum period of seven days to submit any observations. Likewise, should any similar facts or circumstances arise during the arbitration proceedings, the arbitrator concerned shall immediately disclose the Secretariat and the parties in writing. The French Sports Arbitration Committee shall rule, without appeal, on the appointment, confirmation, challenge, or replacement of an arbitrator. Decisions of the French Sports Arbitration Committee relating to the composition of the arbitration panel shall not be subject to appeal. The same shall apply to decisions rendered in matters of challenge pursuant to Article 10 below.

Article 8 – Number of Arbitrators

Disputes shall be decided by a sole arbitrator or by a panel of three arbitrators sitting as a collegiate body, at the discretion of the parties to the dispute. If the arbitration agreement does not specify the number of arbitrators, the French Sports Arbitration Committee shall determine the number, taking into account the significance of the dispute. In such a case, the appointment procedure shall in this case be that provided for in paragraphs 3, 4, and 5 of this article. If the parties agree that the dispute shall be decided by a sole arbitrator, they may appoint such arbitrator by mutual agreement. If the parties fail to reach agreement within thirty days from receipt by the Respondent of the notification of the request for arbitration, or within any further extension granted by the Secretariat, the sole arbitrator shall be appointed by the French Sports Arbitration Committee. If the parties agree that the dispute shall be decided by a panel of three arbitrator, each party shall appoint one arbitrator in the request for arbitration and in the response thereto. Should one party fail to appoint an arbitrator, the French Sports Arbitration Committee shall make such appointment within the time limits set out in the preceding paragraph. The third arbitrator shall be appointed by the arbitrators designated by the parties from a list of three arbitrators proposed by the French Sports Arbitration Committee. Such appointment shall take place within eight days following the confirmation of the second arbitrator. The third arbitrator shall act as president of the panel of three arbitrator. In the absence of agreement between the arbitrators, the third arbitrator shall be appointed by the French Sports Arbitration Committee within eight days following the expiry of the above-mentioned time limit.

Article 9 – Plurality of parties

In the event of multiple Petitioners or Defendants, the dispute shall remain subject to the intervention of one or three arbitrators within the same time limits as those set out in Article 8. Where the dispute is submitted to three arbitrators, the Petitioners jointly and the Defendants jointly shall appoint one arbitrator each. Failing agreement between the parties, the French Sports Arbitration Committee shall appoint all the arbitrators.

Article 10 – Recusal of arbitrators

A request for recusal may be submitted by sending to the Secretariat an application setting out the facts and circumstances on which the request is based and accompanied by the supporting documents.

Such an application must be sent by a party, failing which it shall be time-barred:

- no later than eight days after receipt by that party of the notification of the arbitrator's appointment or confirmation;
- or within eight days from the date on which the party requesting the recusal was informed of the facts and circumstances relied upon in support of its request for recusal, if that date is subsequent to receipt of the above-mentioned notification.

Upon receipt of the request, the Secretariat shall notify the arbitrator whose recusal is sought, the other parties, and the other members of the arbitration panel of the grounds for the request. The parties and the arbitrators shall also have seven days to submit their observations. At the end of this period, the French Sports Arbitration Committee shall rule on the admissibility and merits of the request for recusal.

In the event of a request for recusal, the arbitration time limit shall be suspended from the day of its filing until the day following notification of the decision of the French Sports Arbitration Committee to the parties and the arbitrators.

Article 11 – Replacement of arbitrators

The French Sports Arbitration Committee shall arrange for the replacement of an arbitrator in the event of death, recusal, resignation, or impediment, in accordance with the procedures set out in Article 8.

Where the dispute is to be decided by panel of three arbitrator and the event justifying the replacement of an arbitrator occurs after the closure of the proceedings, the French Sports Arbitration Committee may decide not to replace the arbitrator. In such a case, the proceedings shall continue with the remaining members of the panel until the award is rendered.

In the event of replacement, the arbitration time limit shall automatically be suspended from the day of the event justifying the replacement until the decision of the French Sports Arbitration Committee confirming the new arbitrator in his or her functions.

ARBITRAL PROCEEDINGS

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Article 12 – Language

French is the working language used in the Chamber of Arbitration for Sport. The parties may request a different language to be chosen if the arbitration panel allows it once constituted. In case of agreement, the Secretariat determines, with the help of the arbitration panel, the conditions relative to the choice of language; the panel may order that the parties bear all or part of the costs of translation and interpretation. In case of disagreement, the working language remains French.

Article 13 – Submission to the arbitration panel

The arbitration panel may be requested by the Secretariat only after the deposit of the registry charge and administrative dues and fees provided in Article 28. It is officially seized for the request only after receiving the files from the Secretariat and the actual payment of the sums claimed.

In the event of non-payment of the entire amount referred to in the previous article, and after an indication of refusal of either party to substitute oneself for the defaulting party in the regulation of non-paid sums in the term established by the Secretariat, the request is deemed to be rejected, and the President of the Chamber of Arbitration for Sport puts an end to the arbitration. This also applies to any counterclaims.

Article 14 – Place of arbitration

Unless agreed otherwise, the arbitration panel can hold audiences and meetings at any place of its choice.

Article 15 – Written notifications or communication – Time limits

1. All the memoirs and other written communication presented, in paper form, by any party, as well as all the annexed documents, must be in as many copies as the number of parties, one for each arbitrator and one for the Secretariat.

The Secretariat sends written notifications and communication that the president of the Chamber of Arbitration for Sport, the French Sports Arbitration Committee or the arbitration panel assigns to the parties.

2. All of these notifications or communications are made to the last address of the party who is the recipient.

3. The communication of documents related to arbitration may be done by any means allowing the furnishing of proof, by post, telefax, mail, or any other means of communication allowing the showing of the justification of receipt.

4. The notification of the award will be done by registered letter with acknowledgement of receipt.

5. The statutes of limitation begin to run on the day when the notification or the communication is considered done, as stated in the previous paragraphs. If the delay expires on a bank holiday, the latter is extended to the next working day.

Article 16 – Representation and appearance

The parties may appear in person or be assisted or represented by any person of their choice. Any person other than a lawyer must have a special mandate.

Article 17 – Rules of procedure

The following rules govern the procedure followed before the arbitration panel.

In all circumstances, the arbitration panel shall conduct the proceedings in accordance with the adversarial principle, in a fair and impartial manner, and shall ensure that each party has been given an adequate opportunity to be heard.

The arbitration panel shall rule in all cases in the first and last instance.

A party who, with full knowledge of the facts and without valid reason, fails to refer in due course an irregularity before the arbitration panel shall be deemed to have waived its right to rely on it.

Article 18 – Applicable law

The choice of rules of law belongs to the parties. Failing this, the dispute will be subject to French law.

The arbitration panel shall act *ex æquo et bono* as 'amiable compositeur' if the parties have expressly decided to do so.

Article 19 – Mission of the arbitration panel and conduct of the proceedings

The arbitration panel shall be the judge of its jurisdiction and of the validity of its referral.

Within fifteen days of receiving the case by the Secretariat, the arbitration panel shall draw up the Terms of Reference, which includes the latest claims and documents submitted by the parties, and shall send it to the Secretariat.

The Secretariat shall transmit the Terms of Reference to the parties who must sign them within eight days of receipt. An extension of these deadlines may be exceptionally granted by the president of the Chamber of Arbitration for Sport. Once the Terms of Reference are signed by the parties, the arbitration panel shall ratify them.

The refusal of a party to sign the Terms of Reference has no effect on the continuation of the proceedings. The terms of reference set out the provisional schedule for the procedure. Any subsequent changes to this schedule will be communicated to the Secretariat and the parties.

After the signing of the Terms of Reference, new claims can only be submitted with the prior authorization of the arbitration panel.

The arbitration panel examines the dispute as promptly as possible. It may decide to hear witnesses and experts designated by the parties; it may also order any investigative measures it deems necessary, as well as the appearance of any person likely to assist it in the examination of the dispute. Where an investigative measure has been ordered, the arbitration deadline shall be suspended until such measure is completed.

Upon its referral, on its own initiative or at the request of one of the parties, the arbitration panel may order any interim or conservatory measure. It may, however, make it subject to the provision of adequate guarantees by the party making the request. If such a request is granted, it shall be the subject of an award, which is not subject to appeal.

Article 20 – Confidentiality

The proceedings instituted in accordance with these Regulations are confidential. The parties, the arbitrators, and the Chamber of Arbitration for Sport undertake not to disclose facts or other information relating to the dispute and the procedure to third parties. Awards shall not be published unless the award itself so provides.

Article 21 – Closure of debates and hearing

The arbitration panel shall declare the proceedings closed when it considers itself sufficiently informed. As of the closing, no writing and/or documents may be exchanged except at the request or with the authorization of the arbitration panel. The arbitration panel has the ability to suggest to the parties a ruling without a hearing on the basis of the pleadings and exhibits exchanged. In other cases, the Panel shall set a date for oral arguments. Following this oral hearing, the panel informs the parties of the date on which the award will be rendered. Any postponement of this date must be justified.

SENTENCE

SENTENCE

Article 22 – Time Limit for Rendering the Arbitral Award

The awards shall be rendered within six months from the ratification of the Terms of Reference by the arbitration panel

This time limit may be extended by agreement of the parties, notified by the arbitration panel to the French Sports Arbitration Committee. The time limit may also be extended by the French Sports Arbitration Committee for such duration as it determines, either on its own initiative or at the request of an arbitrator, the arbitration panel, or a party.

Under no circumstances may the award be rendered more than twelve months after the signing of the Terms of Reference.

Article 23 – Determination of the award

Where there is more than one arbitrator, the award shall be rendered by a majority of the members composing the arbitration panel.

In the case provided for in Article 11 § 2 in fine, the president of the arbitration panel shall decide alone, failing an agreement among the members of the panel.

The award shall state the reasons upon which it is based and shall be deemed to have been rendered on the date indicated therein.

Article 24 – Consent Agreement

When the parties reach an agreement that definitively settles the dispute while the arbitration panel is hearing the case under the terms of Article 13, they may request the arbitration panel, which may or may not agree, to issue a so-called consent agreement.

Article 25 – Notification and enforceability of the award

After full payment of the arbitration costs to the Chamber of Arbitration for Sport by the parties or one of them, the award shall be notified to the parties by the Secretariat.

When there is more than one arbitrator, and one of them refuses to sign the award, this shall be noted by the others at the time of their signature. In such a case, the award shall be deemed to have been signed by all the arbitrators.

Any arbitration award shall be binding on the parties, who undertake to execute it without delay by accepting the provisions of these Regulations.

It may also charge the unsuccessful party with all, or part of, the costs and fees incurred by the other party.

The Award shall finally settle the dispute and shall not be subject to appeal.

Article 26 – Correction and interpretation of the award

The arbitration panel may, on its own initiative or at the request of one of the parties, correct any material error affecting its award.

It may also be referred to with an application for interpretation. Any request for correction of an error or for interpretation of the award should be addressed to the Secretariat within thirty days following notification of the award to the parties.

The decision to correct or interpret the award shall be rendered in the form of a supplementary award, which shall form an integral part of the initial award.

The arbitration panel that has failed to rule on a claim may also complete its award. It shall be referred back to this end by the Secretariat, at the request of either party, if such referral is still materially possible and within thirty days of notification of the award as provided for in Article 24.

In the cases provided for in this Article, the arbitration panel shall render its decision no later than three months from the date on which it refers to it.

Article 27 – Emergency procedure

The application of an emergency procedure may be requested at the time of filing the request for arbitration. In its response to the request for arbitration provided for in Article 5 hereby, the Defendant may also request that the arbitration proceedings be conducted under an emergency procedure. The Sports Arbitration Committee shall rule on such a request without appeal.

Where the request for an emergency procedure is denied, the request shall be examined in accordance with the ordinary procedure.

Where the request for an emergency procedure is granted, the arbitration shall take place as expeditiously as possible, and the Sports Arbitration Committee shall determine, notwithstanding any other provisions hereby, the time limits within which the procedural timetable resulting from the recognition of the merits of the request for the implementation of an emergency procedure must be completed.

FEES



FEES

Article 28 – Arbitration procedure fees

1. Upon filing a claim for arbitration, the Petitioner shall pay a registry charge of one thousand (1000) euros. The request will not be considered if the payment of the sum is not made on the date of commencement of the arbitration procedure. In any event, this sum shall remain the property of the Chamber of Arbitration for Sport.
If an arbitration procedure is terminated before an arbitration panel has been constituted, the President of the Chamber of Arbitration for Sport shall rule on fees in the order for termination.
2. When establishing the arbitration panel, the Secretariat shall determine the amount, the terms and the deadlines for payment of the sums to be paid in respect of arbitrator's fees and administrative dues. The commencement of any counterclaims or new claims may lead to additional expenses being fixed.
These sums are paid equally by the Petitioner and the Defendant.
3. Each party advances the necessary fees by the appearance of its own witnesses, experts or interpreters.
In the context of the instruction of the cause, the arbitration panel shall appoint an expert or order the hearing of a witness, and state in its decision who shall bear the payment of the fees pertaining to the measure ordered.
The final charge for these fees is determined in the award by referring to paragraph 4 in this article.
4. At the end of the procedure, the Secretariat determines the final amount of the arbitration fees, which covers :
 - the registry charge of the Chamber of Arbitration for Sport,
 - the administrative dues and arbitrator's fees, computed according to the Chamber of Arbitration for Sport scale,
 - the arbitrator's expenses and,
 - the expenses of the witnesses, experts and interpreters.
5. The final account of the arbitration fees may either appear in the award, or be communicated to the parties separately. It covers details of the fees and expenses of each arbitrator, as well as administrative dues, witnesses, experts and interpreters, and shall be notified to the parties within a reasonable length of time.

In the arbitral award, the arbitration panel determines which party bears the arbitration costs or in what proportion the parties share them. In principle, and without the need for a specific request from either party, the arbitration panel may freely order the unsuccessful party to make a contribution, in whole or in part, to the other party's legal fees and expenses, as well as to the costs incurred by that party in connection with the proceedings, in particular witness and interpreter expenses.

When awarding arbitration costs and legal fees, the arbitration panel takes into account the complexity and the outcome of the arbitral proceedings, as well as the conduct and the financial resources of the parties.

Article 29 – Miscellaneous provisions

1. The arbitrators, the Chamber of Arbitration for Sport, the French Sports Arbitration Committee and its members, and the French National Olympic and Sports Committee (CNOSF) and its staff shall not be liable to any person for any act, omission, or other conduct in connection with an arbitration, except to the extent that such limitation of liability is prohibited by the applicable law.
2. These Regulations of the Chamber of Arbitration for Sport shall apply to all proceedings initiated before the Chamber of Arbitration for Sport as from the day following their adoption. Proceedings already pending shall remain subject to the Regulations in force prior to such adoption, unless both parties request the application of these Regulations.

Appendix to the Chamber of Arbitration for Sport regulation regarding the arbitration costs

1. The Secretariat shall determine the administrative dues and arbitrator's fees for each arbitration in accordance with the following calculation table or at its discretion when the amount in dispute is not declared or there is no value in dispute. The disputed value taken into account is that stated in the statement of claim / statement of appeal or, where applicable, in the counterclaim, if this is higher.

If circumstances so require, the French Sports Arbitration Committee may decide, on the recommendation of the Secretariat, to set the administrative dues and the arbitrator's fees at an amount lower or higher than that which would result from the application of the table below. The complexity of the dispute is likely to be the main reason taken into consideration in the event of an increase in fees.

SCHEDULE OF ARBITRATION FEES	DISPUTED AMOUNT	ADMINISTRATIVE DUES	FEES	
			SOLE ARBITRATOR	PANEL OF THREE ARBITRATORS
	Up to €50,000	€1 000	€4,000	€6,000
	€50,001 to €100,000	€1 800	€7,500	€10,500
	€100,001 to €500,000	€3 000	€10,000	€15,000
	Over €500,001	€5 400	€15,000	€22,500

2. In addition to the payment of their fees, each arbitrator is entitled to request reimbursement of their expenses upon presentation of supporting documents.
3. Where arbitration proceedings are concluded by a consent agreement, the Secretariat shall, taking into account all the information in its possession, determine, as it deems appropriate, the fees of the arbitrators and the administrative dues.

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