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The Brazilian Center for Arbitration and Mediation (CBMA) as an appellate sports arbitration institution

Gustavo da Rocha Schmidt

Gustavo da Rocha Schmidt is CBMA's Executive President since 2015 and one of the Founding Partners of Schmidt Lourenço Kingston office. He is also Public Attorney in Rio de Janeiro and Professor at the Fundação Getulio Vargas – RJ. Gustavo has also a Master Degree in Regulatory Law at Fundação Getulio Vargas and Master of Law by New York University School of Law. He is now Doctorate in Regulatory Law at Fundação Getulio Vargas.

Natália Ribeiro

Natália de Carvalho Ribeiro is CBMA's Secretary General and responsible to the management of arbitration, Mediation and dispute boards procedures in CBMA since 2017. She is also associated to "CBAr" – Brazilian Arbitration Committee and Certified Lawyer on Medation by "ICFML" – Instituto de Certificação e Formação de Mediadores Lusófonos and graduated from Fundação Getulio Vargas – Rio de Janeiro.

Daniel Brantes Ferreira

Daniel Brantes Ferreira, Ph.D., FCIArb is CBMA's CEO and editor-in-chief of the *Brazilian Journal for Alternative Dispute Resolution*. He is also the Dean of the Graduate Program in Law at Universidade Candido Mendes. He teaches arbitration at Universidade Candido Mendes (BR) and Ambra University (U.S) and is a Fellow at the Chartered Institute of Arbitrators. He is a research fellow at the Baldy Center for Law and Social Policy at the University at Buffalo Law School (U.S) and a research advisor at South Ural State University (Ru).

Abstract: This paper aims to demonstrate sports arbitration in practice in the Brazilian Center for Mediation and Arbitration (CBMA). For this, we will use an empirical approach, that is, based on practical cases from the National Chamber of Dispute Resolution (CNRD) of the Brazilian Football Confederation (CBF). The methodological approach is thematic and chronological. We will only address sports arbitration appeals related to Brazilian football since 2017, when the CBMA became a CNRD arbitral appeal institution. The analysis criteria are straightforward: the rules of sports arbitration appeal procedure, operation, and data collected from the cases. Through these criteria and qualitative and quantitative methodology, we will reach our conclusions.

Keywords: Arbitration. Sports Law. Brazil. Soccer. Brazilian Center for Mediation and Arbitration (CBMA).

Summary: **1** Introduction – **2** CBMA's Sports Arbitration History – **3** CBMA Sports Law Rules of Appeal – **4** The New CBMA Sports Law Rules of Appeal – **5** Appellate Sports Arbitration in numbers: from the CNRD to CBMA – **6** Final note

1 Introduction

This paper aims to demonstrate sports arbitration in practice in the Brazilian Center for Mediation and Arbitration (CBMA). For this, we will use an empirical approach, that is, based on practical cases from the National Chamber of Dispute Resolution (CNRD) of the Brazilian Football Confederation (CBF). The methodological approach is thematic and chronological. We will only address sports arbitration appeals related to Brazilian football since 2017, when the CBMA became a CNRD arbitral appeal institution. The analysis criteria are straightforward: the rules of sports arbitration appeal procedure, operation, and data collected from the cases. Through these criteria and qualitative and quantitative methodology, we will reach our conclusions.

2 CBMA's Sports Arbitration History

The Brazilian Center for Mediation and Arbitration is a consolidated ADR chamber founded in 2002 by the following entities: ACRJ – Commercial Association of Rio de Janeiro, FENASEG – National Federation of Private and Capitalization Insurance Companies and FIRJAN – Federation of Industries of the State of Rio de Janeiro. CBMA has great relevance in the Brazilian arbitration scenario, being currently one of the 05 (five) most prominent and respected arbitration chambers in Brazil.

CBMA has adequate facilities, an efficient secretariat, and a specialized technical staff on its board, supporting all procedures under its aegis. In addition, the Center has a panel of arbitrators and mediators of high competence and respectability.

In 2017, the Brazilian Center for Mediation and Arbitration was officially elected by the Brazilian Football Confederation (“CBF”)¹ as a single appellate body to settle conflicts arising from decisions issued by the National Chamber of Dispute Resolution (“CNRD”),² CBF’s highest decision-making body.

This achievement began in 2014 with the creation of the when CBMA created the Vice Presidency of Sports Law. The objective was to bring the institution closer to the sport’s segment, which traditionally uses arbitration as a method of conflict

¹ 2017 CBF Statute: Art. 128 – Arbitration will be conducted before and under the rules and procedures of the Brazilian Center for Mediation and Arbitration – CBMA, a national and independent chamber of arbitration and mediation, nationwide, headquartered in the city of Rio de Janeiro, at Rua da Candelária, 9, G 803, with jurisdiction for the resolution of sports controversies related to football, as well as the appeal body for CNRD decisions. Retrieved from https://conteudo.cbf.com.br/cdn/201904/20190409135630_807.pdf

² Official announcement of the opening of the National Dispute Resolution Chamber, which replaces the “Dispute Resolution Committee”. Retrieved from: https://conteudo.cbf.com.br/cdn/201609/20160920140828_0.pdf

resolution. In the Brazilian context, however, there was still insufficient attention to the subject concerning the context of sports arbitration.

In this work of approximation, the CBMA identified a window of opportunity to act directly in sports arbitration, since the rules of the Fédération Internationale de Football Association (“FIFA”) provided that the maximum appeal capacity to deal with decisions by sports confederations was the of the Court of Arbitration for Sport (“CAS”),³ unless a local institution endowed with independence and impartiality was expressly elected in its place.

Thus, as the CBMA is a leading ADR institution in the Brazilian scenario bearing the weight of its founding entities, a dialogue with CBF started through the Vice Presidency of Sports Law, culminating in creating the Rules of Appeal Procedure in Sports Arbitration. That enabled the institution to be elected as competent to manage such appeals.

The choice of CBMA over CAS was positive for several reasons. The first is that CAS headquarters is in Switzerland, making it difficult for Brazilian parties to attend face-to-face hearings. Second, CAS demands that the arbitration fees are paid in Swiss Francs, making the procedure more expensive due to the exchange rate.

The need for lawyers who already had prior knowledge in international arbitration was also an issue in the CAS context. The parties usually felt the need to hire swiss lawyers with previous CAS experience.

Therefore, the emergence of the CNRD / CBMA system appears as a viable alternative because of the notorious cost reduction and efficiency both for sports law and for Brazilian arbitration. It is important to note that CBMA appellate arbitration is an ordinary arbitration procedure. The arbitration award can be constitutive, constructive, declaratory, or condemnatory.

It is worth noting two crucial differences between the CAS and CBMA appellate rules. The first is that the CAS has a closed list of arbitrators, making it impossible for the parties to appoint unlisted arbitrators. Conversely, CBMA has a list of sports law arbitrators merely indicative and relies on the parties’ autonomy to elect any other professional. Thus, CBMA mainly administers the arbitration proceedings and oversees the arbitrator’s appointments.

Another relevant novelty of the CBMA Sports Law Rules of Appeal Procedure is creating the Emergency Arbitrator institute, which has no reference in the CAS rules.

Finally, it is essential to mention a peculiarity of Brazilian law instituted by the so-called “Pelé Act”.⁴ Such a rule separates disciplinary rules related to athletes

³ See CAS’s Code of Procedural Rules. Retrieved from: <https://www.tas-cas.org/en/arbitration/code-procedural-rules.html>

⁴ See Act nº 9.615 from 1998, also known as Pelé Act. Retrieved from: http://www.planalto.gov.br/ccivil_03/leis/19615consol.htm

from other sports law issues, which means that disciplinary issues cannot be the object of arbitration at CBMA. Disciplinary issues are arbitrated solely by the Superior Court of Sports Justice (“STJD”).

In summary, this brief history demonstrates an urgent need to consider a Brazilian appellate body to reassess the decisions of the CNRD. Thus, CBMA, already identified by the market as one of the most renowned and efficient Brazilian arbitration institutions, was officially elected by the CBF in 2017 as the ideal solution for soccer’s sports appellate arbitration chamber.

Thus, the CBMA has been receiving sports arbitrations appeals since 2018,⁵ administering such procedures under the aegis of its sports appeal arbitration regulation, created exclusively for this purpose.

3 CBMA Sports Law Rules of Appeal

To adapt to the receipt of arbitrations from CNRD, CBMA then created its Sports Appeal Arbitration Rules.⁶ Its primary inspiration was the CAS arbitration regulation itself, mentioned above, due to users’ familiarity with the rules.

Thus, CBMA was concerned with maintaining several institutes of the CAS regulations, which will be detailed later and the deadlines of the CAS Code of Procedural Rules. The intention was to make a smooth CAS/CBMA transition.

In this line, let us analyze some of the institutes present in the CBMA Appeals Arbitration Rules, starting with the formation of the arbitral tribunal, set out in article 11⁷ of the said regulation.

⁵ The first sports arbitration appeal from the CNRD arrived at the CBMA in March 2018. It is important to note that, according to information from the CNRD secretariat, the average duration of a procedure is 12 to 18 months, which explains the receipt of the first appeal just in 2018.

⁶ One of the professionals’ perceptions at the forefront of the implementation of sports arbitration at CBMA was that the Centre’s original Arbitration Regulation, applicable to commercial arbitrations, would not accommodate and meet the demand for an appeal arbitration. It was necessary to create new rules focused on the reality that CBMA, in the case of CNRD disputes, would function as an actual appellate body.

⁷ “1. Indication of the members of the Arbitral Tribunal or the sole arbitrator 11.1. The Appeal will, as a rule, be submitted to the Arbitral Tribunal composed of 3 (three) arbitrators. The Appeal will only be submitted to a single arbitrator if the parties have signed, or choose to sign, an express agreement to that effect. 11.2. In the case of an Arbitral Tribunal composed of 3 (three) arbitrators, the Appellant must appoint an arbitrator in his Appeal (item 4.5 (d)). In turn, the Respondent must appoint an arbitrator within 10 (ten) days of receiving notification of the Appeal or request that the conflict be submitted to a sole arbitrator (item 6.1). If the Appellant and / or the Respondent fail to appoint an arbitrator on time, the appointment will fall to the President of CBMA. 11.3. The third arbitrator, the Arbitral Tribunal President, will be appointed by the co-arbitrators’ mutual agreement if the Parties have not established another procedure. However, if there is no consensus among the co-arbitrators or the procedure established by the parties does not conclude by designation within the term set by them or by the CBMA, it will be up to the CBMA President to appoint the third arbitrator. The CBMA will resolve any disputes or omissions regarding the appointment of arbitrators by the Parties and the choice of the third arbitrator. 11.4. If the Appeal is submitted to a sole arbitrator, this will be chosen by mutual agreement between the Parties. If the Parties do not reach consensus on the appointment of the sole arbitrator within the term to be defined by the

3.1 Formation of Arbitral Tribunal

As is the case in commercial arbitrations, the arbitral tribunal is formed as follows: each party elects a co-arbitrator and the two, together, appoint the president of the arbitral tribunal. CBMA, therefore, would only act in this stage, if (i) one or both of the party (s) expressly state (s) that they do not want to perform the appointment or (ii) if the co-arbitrators do not reach a consensus on the appointment of the president of the arbitral tribunal.⁸

It should be noted that the CBMA's role in the formation of the arbitral tribunal is purely residual and not by chance: the aim of the arbitration institute, be it appeals or not, is to encourage the parties will and their participation in the proceedings to the maximum. Therefore, the choice of the arbitrators is one of the most relevant steps in this process.

3.2 Proceedings consolidation

We now move on to the institute to consolidate arbitration proceedings, set out in article 7 of the said regulation. The importance of this institute is made clear not only because it is also provided for in the ordinary rules aimed at commercial arbitrations. In the case of appeal sports arbitration, this provision becomes relevant because we are faced with the existence of a previous decision, which may have winners and losers at the same time.

Therefore, the consolidation of procedures in appeal arbitration is essential. It is the case, for example, of two appeals filed at the same time by the parties that were, to some extent, unsuccessful in the same decision of the CNRD.

In this case, consolidation is more than necessary, as the arbitration institution must guarantee that such demands will be decided jointly and by the same arbitration court. Otherwise, there would be a risk of two different arbitral proceedings – that is – ruled by various arbitral tribunals, generating conflicting decisions.

By the end of the year 2020, the CBMA had to carry out 1 (one) consolidation between two appellate arbitration procedures, in which the parties appealed from the same decision in different procedures. Thus, CBMA carried out the consolidation right at the beginning of the proceedings, enabling the two demands to be forwarded to the same arbitration tribunal elected by the parties.

CBMA, the sole arbitrator will be appointed by the President of the CBMA." Retrieved from: <http://www.cbma.com.br/arquivos/anexos/Regulamento%20de%20Arbitragem%20Esportiva%20%20Recursal%20-%20v%C3%A1lido%20a%20partir%20de%2010.10.2019.pdf>

⁸ This hypothesis has already occurred within the scope of the CBMA and will be demonstrated later on, in the chapter dealing with the numbers and data collected by the Center so far.

Therefore, if arbitration consolidation is relevant in commercial arbitrations, it becomes utterly indispensable in sports appellate arbitrations. Thus, the role of the arbitral institution in observing the need for this consolidation, when it occurs, is even more relevant to avoid the impasses above.

3.3 The Emergency Arbitrator

The emergency arbitrator institute is undoubtedly one of the worthiest of note, especially in Brazilian sports law. The emergency arbitrator appears, in the CBMA Appeal Arbitration Regulation, in the article that deals with “interim measures”.⁹

In commercial arbitrations, the figure of the emergency arbitrator appears in several, but not all, arbitration regulations. That is because the emergency arbitrator is nothing more than an arbitrator appointed to resolve an urgent matter, which cannot wait for the course of the arbitration or the formation of the court. Thus, the emergency arbitrator would be appointed by the CBMA to resolve only this urgent matter. His jurisdiction will indeed cease when the arbitral tribunal is formed. In addition, the arbitral tribunal now formed may accept or reform the decision previously rendered by the emergency arbitrator.

The absence of the emergency arbitrator, in turn, obliges the parties to request the interim measure prior to the formation of the arbitral tribunal to the local Judicial Court, as is commonly the case in commercial arbitrations. It turns out that, different from the scope of commercial arbitration, Brazilian sports law is historically quite opposed to the intervention of the State Judiciary in its field. That is because Brazilian sports law has particular rules and legislation and the fact that a large part of the decisions is made in the administrative area (as is the case of the CNRD created to settle CBF disputes).

If an emergency arbitrator is just recommended for commercial arbitration, conversely, it is indispensable for appellate sports arbitration. So much so that the CBMA Appeal Rules for Sports Arbitration brings the figure of the emergency arbitrator as the only chance of obtaining urgent measures before the formation of the arbitral tribunal. Unlike commercial arbitrations, there is not the possibility to request the interim measures to the Judiciary.

⁹ “3. Interim measures 3.1. A request for any interim or conservatory measures before the formation of the Arbitral Tribunal, will be applicable, both before and after the formation of the Arbitral Tribunal. If the request is made before the formation of the Arbitral Tribunal, an emergency arbitrator will be appointed by the CBMA, under the terms of this Regulation. After its formation, the competence to confirm, revoke or consider requests for temporary protection will be the responsibility of the Arbitral Tribunal.” Retrieved from: <http://www.cbma.com.br/arquivos/anexos/Regulamento%20de%20Arbitragem%20Esportiva%20Recursal%20-%20v%C3%A1lido%20a%20partir%20de%2010.10.2019.pdf>

The emergency arbitrator is a critical feature in Sports Arbitration Rules in the Brazilian context. Its existence guarantees the unity of the arbitration institute and the security of the different players of sports law in Brazil.

4 The New CBMA Sports Law Rules of Appeal

In October 2019, the CBMA revised its Sports Law Rules of Appeal Procedures based on the sports law community feedback. The changes in question refer, in summary, to a focal point of the Regulation: costs.

The first implemented change was reducing CBMA fees and arbitration fees, contemplating lower amounts for disputes of diminished value. It was observed that the demands in the case of sports arbitration usually are much lower in amount than the commercial arbitration disputes, so that the adequacy of these values proved to be a critical demand from the Brazilian sports law community.

See, below, the cost tables for 2017 and 2019 for sports arbitrations (amounts in reais):

CBMA Sports Law Rules of Appeal (2017)

1. Costs, arbitrator fees and expenses with arbitration

1.1. The CBMA Regulation of Costs provisions apply to sports arbitrations appeals, observing the specifics below.

1.2. It will be up to the CBMA President to set the arbitrator (s) fees, considering the complexity of the matter, the amount of the dispute, the urgency of the case and other pertinent circumstances. The fees will be fixed in an amount corresponding to 3% (three percent) of the case's amount, observing the minimum of R\$ 15 thousand (fifteen thousand reais).

1.3. In arbitrations of undetermined value, the President of the CBMA will set the amount of the arbitrator(s)'s fees considering the circumstances of the case, respecting the floor established in article 1.2 above.

1.4. In the case of a sole arbitrator, the fees may be increased by the President of CBMA by up to 20% (twenty percent).

Therefore, it is clear that the arbitrator's fees fixed at 3% of the total arbitration amount turned the costs quite unpredictable, especially in higher amounts. The procedure administration fee, in turn, was not even specific for sports arbitrations, referring to the fees applicable to commercial arbitrations.¹⁰

¹⁰ See CBMA's schedules of costs for Commercial Arbitrations at: <http://cbma.com.br/us/index.php?t=pagina&a=pagina&cd=44>

CBMA Sports Law Rules of Appeal Procedure (2019)

The new regulation, in turn, provides an explanatory table on the amounts that will be borne both in relation to CBMA fees and the arbitrator's fees:

Administration Fees

Sum in Dispute (R\$)	Administration Fee
Up to R\$ 500 thousand	R\$ 12 thousand
Up to R\$ 1 million	R\$ 18 thousand
Up to R\$ 3 millions	R\$ 25 thousand
Up to R\$ 5 millions	R\$ 38 thousand
Up to R\$ 10 millions	R\$ 55 thousand
Up to R\$ 25 millions	R\$ 90 thousand
Up to R\$ 50 millions	R\$ 120 thousand
Above R\$ 50 millions	R\$ 160 thousand

Arbitrator's Fees

Sum in Dispute (R\$)	Maximum Fees
Up to R\$ 500 thousand	R\$ 15 thousand
Up to R\$ 1 million	R\$ 30 thousand
Up to R\$ 3 millions	R\$ 60 thousand
Up to R\$ 5 millions	R\$ 90 thousand
Up to R\$ 10 millions	R\$ 135 thousand
Up to R\$ 25 millions	R\$ 200 thousand
Up to R\$ 50 millions	R\$ 256 thousand
Above R\$ 50 millions	Arbitrated by CBMA

As can be seen, the table with the forecast of the amounts involved in the arbitration generates much greater predictability and comfort for the parties involved.

In addition, the main change in the new CBMA Appeals Arbitration Rules is the provision that the party who will bear the costs of the appeals procedure will always be the Appellant.¹¹

In the previous regulation, both parties' mandatorily shared the costs. The innovation of the 2019 Regulation is precisely the fact that, currently, only the Recurring party bears the costs of the procedure. This change was a demand of the sports sector because it imposes on the losing party solely the burden of carrying the costs of the arbitration procedure.

¹¹ 4.6. When filing the Appeal, the Appellant must present proof of payment of the registration fee and administration fee provided for in the Rules of Costs for Sports Arbitrations.

In short, these are the main points of the CBMA Appeal Arbitration Rules that deserve emphasis. The next item, in turn, will be dedicated to the core of the matter, namely: the empirical demonstration of how sports arbitration has been developing at CBMA over the years.

5 Appellate Sports Arbitration in numbers: from the CNRD to CBMA

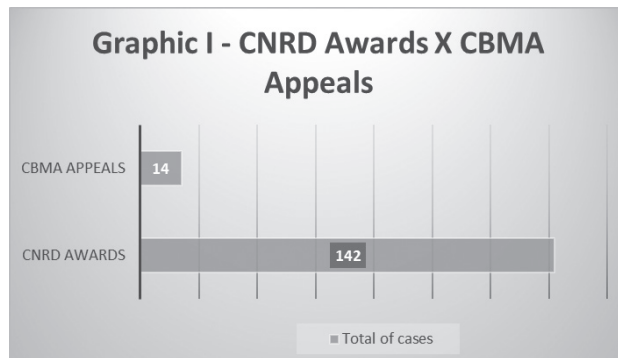
We will now analyze the relevant data that the CBMA has collected so far in its experience over a little more than 3 (three) years as a sports law appellate institution. For the sake of clarity, the delimitation of the object of this analysis is the rendering of the first CNRD arbitration award,¹² in 2017 when CBMA was already provided for as the appellate arbitration institution.

5.1 Awards rendered by CNRD X Appeals received by CBMA

The first data that is important to demonstrate is the number of awards rendered by the CNRD compared to the number of appeals that reach the CBMA year by year:

Year/Institution	2017	2018	2019	2020
CNRD Awards	11	32	44	55
CBMA Appeals	–	4	8	2

In general, the number of decisions rendered by the CNRD that give rise to an appeal to the CBMA would be as follows:



¹² According to information from the CNRD Secretariat, the first award rendered by the CNRD dates from March 29, 2017.

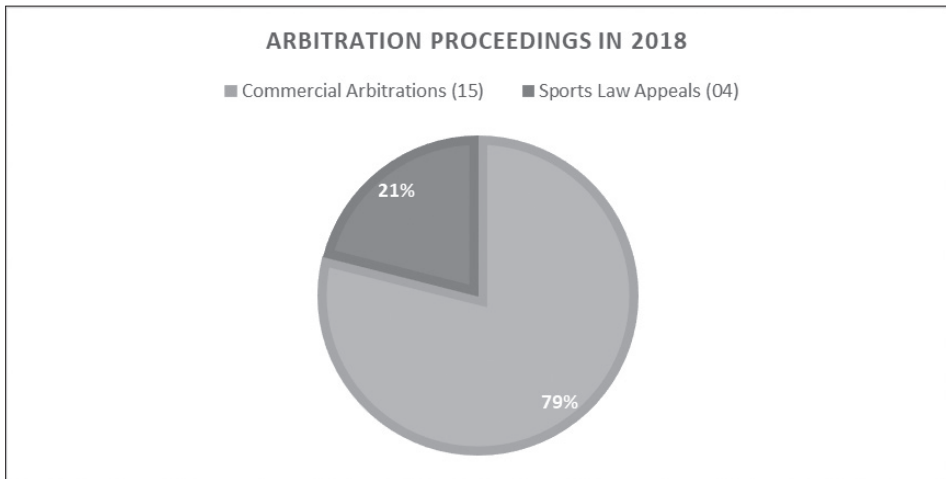
The relation between the awards rendered by CNRD that are an object of appeal at CBMA represents about 10%¹³ of the number of cases. The low percentage of appeal indicates some points:

1. The amount of costs is not negligible and prevents requests with the sole purpose of postponing the award enforcement.
2. The parties, as a rule, are satisfied with the efficiency of the CNRD.
3. The amount in dispute must be relevant so that the appeal benefits are more significant than the risk of bearing the costs.

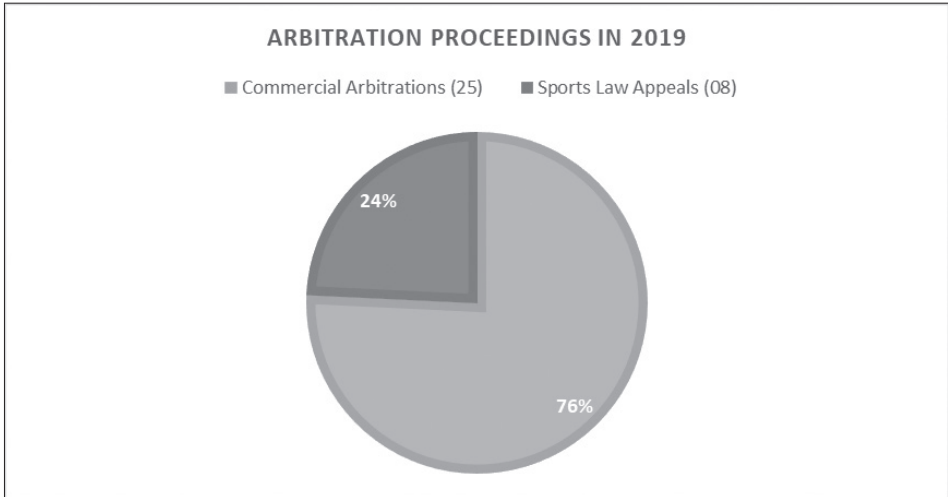
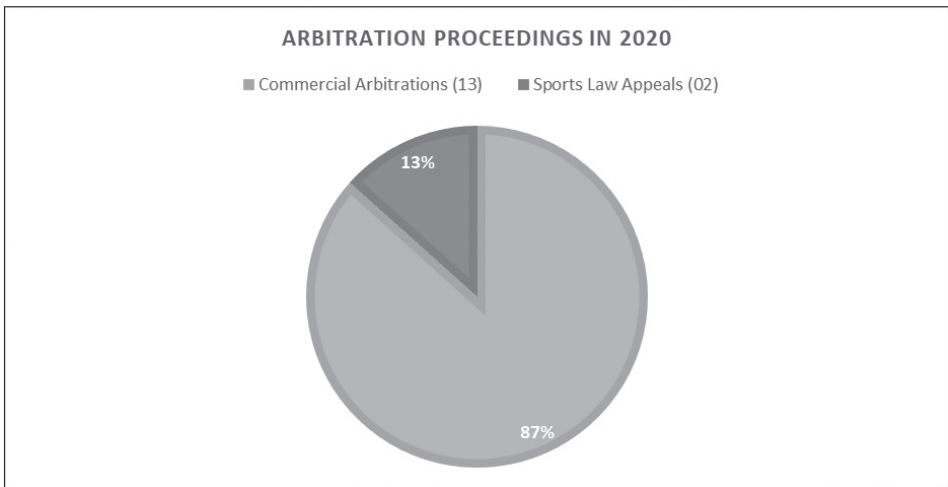
5.2 Appellate Sports Arbitration and its impact at CBMA's arbitration numbers

Another piece of information that can be collected about the numbers related to sports arbitrations in appeals at CBMA is the numerical impact of these cases concerning the total number of arbitrations (appeals or not) that CBMA received over the same period. It is as seen in the graphs below:

2018



¹³ The calculated percentage value is approximately 9.86%.

2019**2020**

In general, CBMA received in these 03 (three) years: 53 (fifty-three) arbitration proceedings, in which 14 (fourteen) of them were sports law appeals. Such data demonstrate that appellate sports arbitrations represent 26.41% of the arbitration procedures received by CBMA, that is, more than $\frac{1}{4}$ of the total number of arbitrations received in the defined period.

In addition to the number of arbitration proceedings, it is also relevant to mention the amount of the amount involved in the appeal sports disputes that reached CBMA until 2020. The sum of the 14 disputes in the Brazilian currency represents R\$25,047.620.70 (twenty-five million, forty-seven thousand, six hundred

and twenty reais and seventy cents). Considering the total number of appeals, such amount corresponds to an average of R\$1,789,115.76 per arbitration (one million, seven hundred and eighty-nine thousand, one hundred and fifteen reais and seventy-six cents) per case.

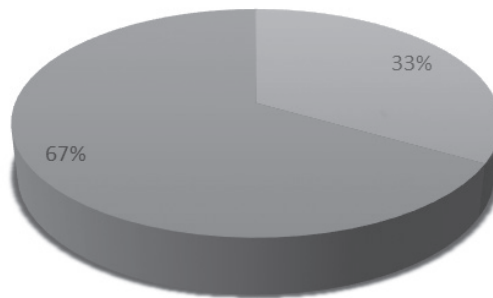
5.3 Appellate Sports Arbitration cost payment issues

Another crucial topic in the context of the sports arbitrations conducted by the CBMA is the payment of the costs of the procedure, especially concerning the arbitration fees that must be paid at the award rendering.

For this data analysis, only 12 (twelve) out of the 14 (fourteen) appellate arbitrations are considered since the two most recent (from 2020) are ongoing proceedings.

Among the 12 (twelve) appeal arbitrations analyzed, CBMA identified that in 06 (six), there were problems with payment of costs, which corresponds to 50% of the total cases under analysis. Regarding payment issues, we can visually separate them into two major groups:

Issues with Costs Payments



- The arbitration did not proceed and was extinguished due to the lack of payment
- There was a delay in the release of the arbitral award until the parties paid off the amounts due

5.3.1 Blue Group – The arbitration procedure was archived

In 02 (two) of the 06 (six) cases analyzed, the procedure was unable to proceed due to the deliberate default of the parties to continue bearing the costs of the process.

In the first case, where the costs were still shared between the parties, they reached an agreement. There was already a face-to-face hearing scheduled, and the parties refused to pay the proportional arbitrator's fees. In addition, the parties also did not bear the amount owed to the CBMA as administrative fees for the procedure.

In the second case, in which the new Appellate Arbitration Regulation was in effect, the costs of the proceedings were already paid exclusively by the Appellant. After the formation of the arbitral tribunal, the Appellant requested several deadlines for payment at the stage of charging the arbitrators' fees. CBMA granted those deadlines with the agreement of the arbitral tribunal.

After a few months, the party was requesting further extensions without delivering any payment, at which point the arbitral tribunal decided to terminate the procedure without rendering the final award.

5.3.2 Orange Group – There was a delay in the payment of costs and, consequently, a delay in the delivery of the arbitral award to the parties

First, it is essential to point out that, under the provision of the Sports Law Rules of Appeal Procedures, the release of the arbitration award to the parties is subject to the complete discharge of all costs related to that case.¹⁴

Arbitration institutions around the world widely apply this measure. Withholding the award until the settlement of any cost amounts ends up working as a coercive mechanism to ensure that the parties bear the charges due. The parties will feel compelled to pay the fees since they are interested in receiving the arbitral award.

In the 04 (four) cases under analysis, the arbitration award was rendered within the established period, and the decision was duly sent to CBMA. Nevertheless, CBMA held the award until the party paid the amount due.

Among the 04 (four) cases that this exact situation occurred, in 1 (one) of them, the Recurring party made the payment promptly, seven days after being informed that CBMA had received the award.

In the other 03 (three) cases, there was a considerably longer delay in the payment of costs. Despite the various charges by the CBMA, the arbitral tribunal needed to issue a Procedural Order reinforcing the need for compensation and calling the parties' attention to the possible sanctions or fines resulting from

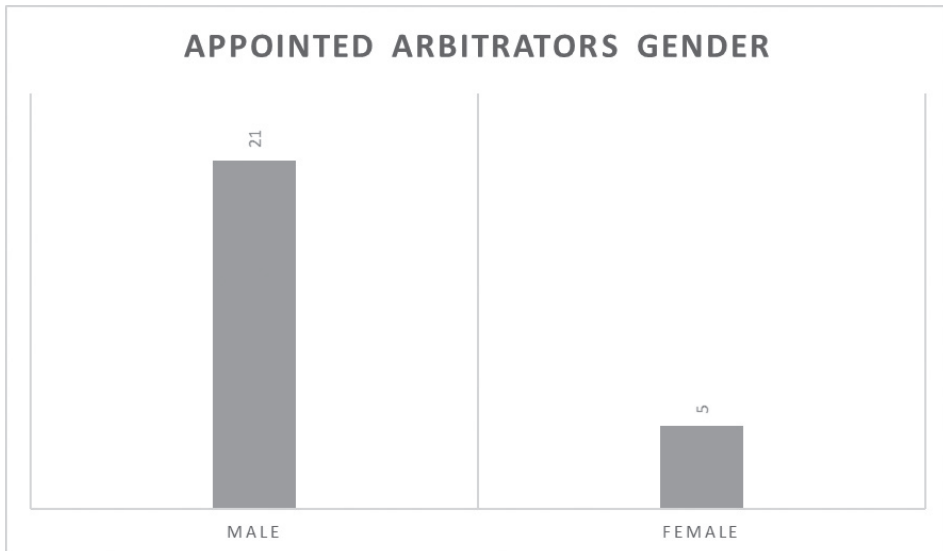
¹⁴ "21.5. CBMA may postpone the disclosure to the parties of the arbitral award, until full payment of all costs, expenses and fees." Retrieved from: <http://www.cbma.com.br/arquivos/anexos/Regulamento%20de%20Arbitragem%20Esportiva%20Recursal%20V%3A1%20a%20partir%20de%2010.10.2019.pdf>

such a delay and even extinction of the procedure. Despite the need for more drastic measures and the unnecessary delay generated at the end of the arbitral proceedings, the costs were finally paid. The arbitral awards were released to the parties.

5.4 Female participation in sports appeal arbitration – Number of arbitrators and arbitrators appointed

Another point that deserves attention is the issue of gender diversity.

Among the arbitrations analyzed in this study, the CBMA has, so far, 26 different arbitrators' appointments.¹⁵ Within these 26 names, there were 21 appointments for male arbitrators and 05 appointments for female arbitrators:



The numbers in question still demonstrate a substantial disparity between the nominations of male and female names to exercise the role of arbitrators in the procedures under analysis. It is worth mentioning that the evolution of these numbers depends a lot on the CBMA services users since it is the parties who choose the co-arbitrators who will act in the dispute. The co-arbitrators, jointly, choose the president of the arbitral tribunal.

¹⁵ The mention of "different arbitrators" is relevant to clarify that here we consider the people who have already been effectively appointed and not any possible indications from the same professional who may have occurred more than once. The total number of appointments already made, considering the names that repeat themselves, is 37.

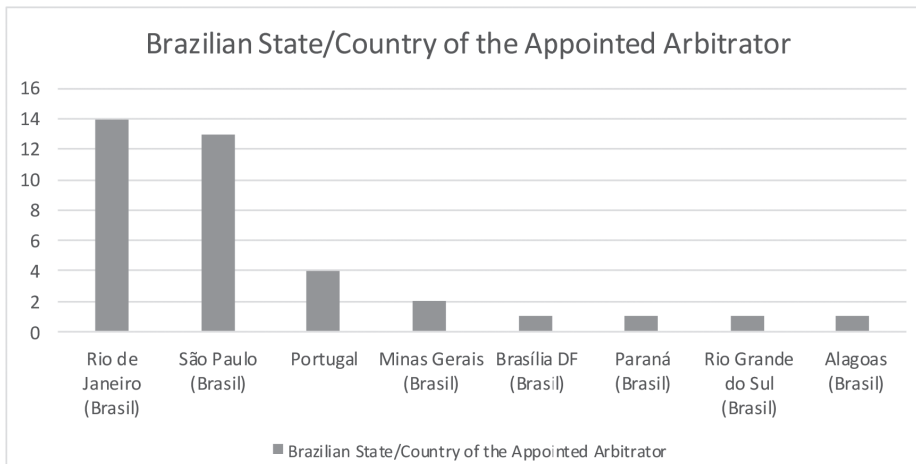
The issue of gender diversity is a matter of extreme relevance for the CBMA, which is also a signatory to the *ERA Pledge – Equal Representation in Arbitration*.¹⁶ This institution cares for gender diversity in arbitration. It is worth noting that, among the 14 appellate arbitrations analyzed, the CBMA was tasked with making the appointment of an arbitrator only once. The arbitrators did not reach a consensus on the name to preside over the arbitral tribunal. In this one opportunity, when the CBMA was responsible for nominating the president of the arbitral tribunal, the Center appointed a female professional.

5.5 Regionality of appointed arbitrators

Finally, it is necessary to bring the data related to the regionality of the arbitrators who have been acting in CBMA’s appeals arbitration procedures within the timeframe defined for this research. It is essential to bring some nuances to the context of Brazilian sports law before presenting these figures.

Despite being a national institution, CBF has its headquarters in the city and state of Rio de Janeiro. CBMA, in turn, is also based in Rio de Janeiro. When CBF elected CBMA as an appeal body able to receive the awards of the CNRD, there was a concern about the possibility of excessive centralization of this process in the state of Rio de Janeiro, which would not be desirable for institutions that operate nationwide.

However, the experience of the CBMA so far demonstrates that this regionalization has not occurred excessively. The arbitrator’s appointments come from the most varied states of Brazil and even from abroad:¹⁷



¹⁶ CBMA is a signatory of the *ERA Pledge* since 2017. See more information at: <http://www.arbitrationpledge.com/organisations>

¹⁷ A região do árbitro indicado leva em consideração o endereço e área de atuação do profissional.

The 37 arbitrator's appointments performed so far include professionals from 07 different Brazilian states and even from other countries (Portugal). The problem of excessive regionalization in the state of Rio de Janeiro, with arbitrators only from the CBMA host state (Rio de Janeiro), therefore, has not been confirmed according to the data collected so far.

6 Final note

We achieved the objective of this paper. By analyzing the history of sports arbitration at CBMA, the regulation of sports arbitration appeals, and the data collected in the last three years, we have demonstrated the success of the CNRD / CBMA Brazilian football sports arbitration system. The ecosystem of Brazilian sports law has increasingly relied on arbitration to settle its disputes, and, consequently, the growth in the number of arbitrations is notorious.

As we have seen, through the analysis of numbers, some points must be looked at with greater attention by the sports law community, such as the increase of women's appointments as arbitrators. However, we have already seen an improvement in this matter.

Sports Law arbitration is distinct from commercial arbitration, and therefore only higher sum disputes have reached the appeal stage.

In short, the growth is notorious, and the arbitral institutions have their doors open to listen to the sports law community. That is the main reason why CBMA enacted a new set of rules for appellate sports arbitration in 2019.

Informação bibliográfica deste texto, conforme a NBR 6023:2018 da Associação Brasileira de Normas Técnicas (ABNT):

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