



LEGAL BODIES

JOURNAL

Issue n° 4

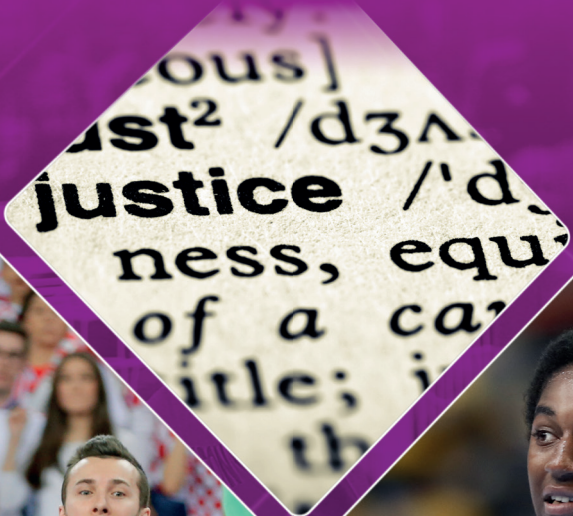


Table of Contents

| | |
|-----------------------------------|---|
| Foreword of the Presidents..... | 3 |
| EHF Legal System..... | 4 |
| Statistics Season 2017/2018 | 5 |

Cases Court of Handball

| | |
|---|----|
| Case n° 17 20438 4 1 CoH, 29 August 2017 | 6 |
| <i>TV Production; Satellite Signal; Host Broadcaster Minimum Requirements; Advertising Set-Up; Fine.</i> | |
| Case n° 17 20458 1 1 CoH, 18 October 2017 | 11 |
| <i>Match Result Protest Granted; Penalty Throws; Decision of EHF Officials not Based on the Observation of Factual Elements; Additional Costs.</i> | |
| Case n° 17 20459 1 1 CoH, 24 October 2017 | 14 |
| <i>Match Result Protest Rejected; Decision of EHF Officials based on the Observation of the Factual Situation.</i> | |
| Case n° 17 20460 3 1 CoH, 20 November 2017 | 16 |
| <i>Direct Disqualification; Severe Unsportsmanlike Conduct; Fine; Suspension.</i> | |
| Case n° 17 20451 3 1 CoH, 19 January 2018 | 18 |
| <i>Anti-Doping Rule Violation; Non-Specified Substance; Absence of Intent; Medal Forfeited.</i> | |
| Case n° 18 20492 1 1 CoH, 16 February 2018 | 29 |
| <i>Eligibility Criteria; Presence on the Delegation But Absence on the Match Report; National Federation's Obligation to Control and Sign the Match Report.</i> | |
| Case n° 18 20541 4 1 CoH, 3 April 2018 | 34 |
| <i>Team Sanctions for Anti-Doping Rule Violations; More than Two Players; Fine; Suspension.</i> | |
| Case n° 18 20504 3 1 CoH, 14 May 2018 | 39 |
| <i>Derogatory Remarks; Interview Foreign Media; Code of Conduct; Principle of Fair-Play; Credibility and Disrepute of EHF and Handball; Fine.</i> | |
| Case n° 18 20502 1 1 CoH, 4 June 2018 | 43 |
| <i>Withdrawal Organisation & Participation; Fine; Suspension from Organising; Costs Reimbursement.</i> | |



Cases Court of Appeal

| | |
|---|----|
| Case n° 17 20458 1 2 CoA, 25 October 2017 | 48 |
| <i>Match Result Protest Granted; Penalty Throws; Decision of EHF Officials not Based on The Observation of Factual Elements; Extra Costs.</i> | |
| Case n° 18 20492 1 2 CoA, 15 March 2018 | 51 |
| <i>Eligibility Criteria; Presence on the Delegation But Absence on the Match Report; National Federation's Obligation to Control and Sign the Match Report.</i> | |
| Case n° 17 20451 3 2 CoA, 29 May 2018..... | 57 |
| <i>Anti-Doping Rule Violation; Non-Specified Substance; Absence of Intent; Medal Forfeited.</i> | |



Foreword of the Presidents

Dear handball friends,

Looking back at the season through the rear-view, a dense but diverse, challenging and interesting legal landscape can be contemplated.

Indeed, a new on-site legal system was for the first time implemented at the Men's EHF EURO 2018 in Croatia, consisting of the Court of Handball and Court of Appeal acting as ad hoc bodies to solve any disciplinary issue arising. This first try was a success; the extensive amount of cases was handled and solved with independence, impartiality and quickness.

Beyond this structural change, the EHF legal bodies also faced new types of cases in terms of field of competence and complexity, be it in relation with anti-doping violations, match result protests or player's eligibility.

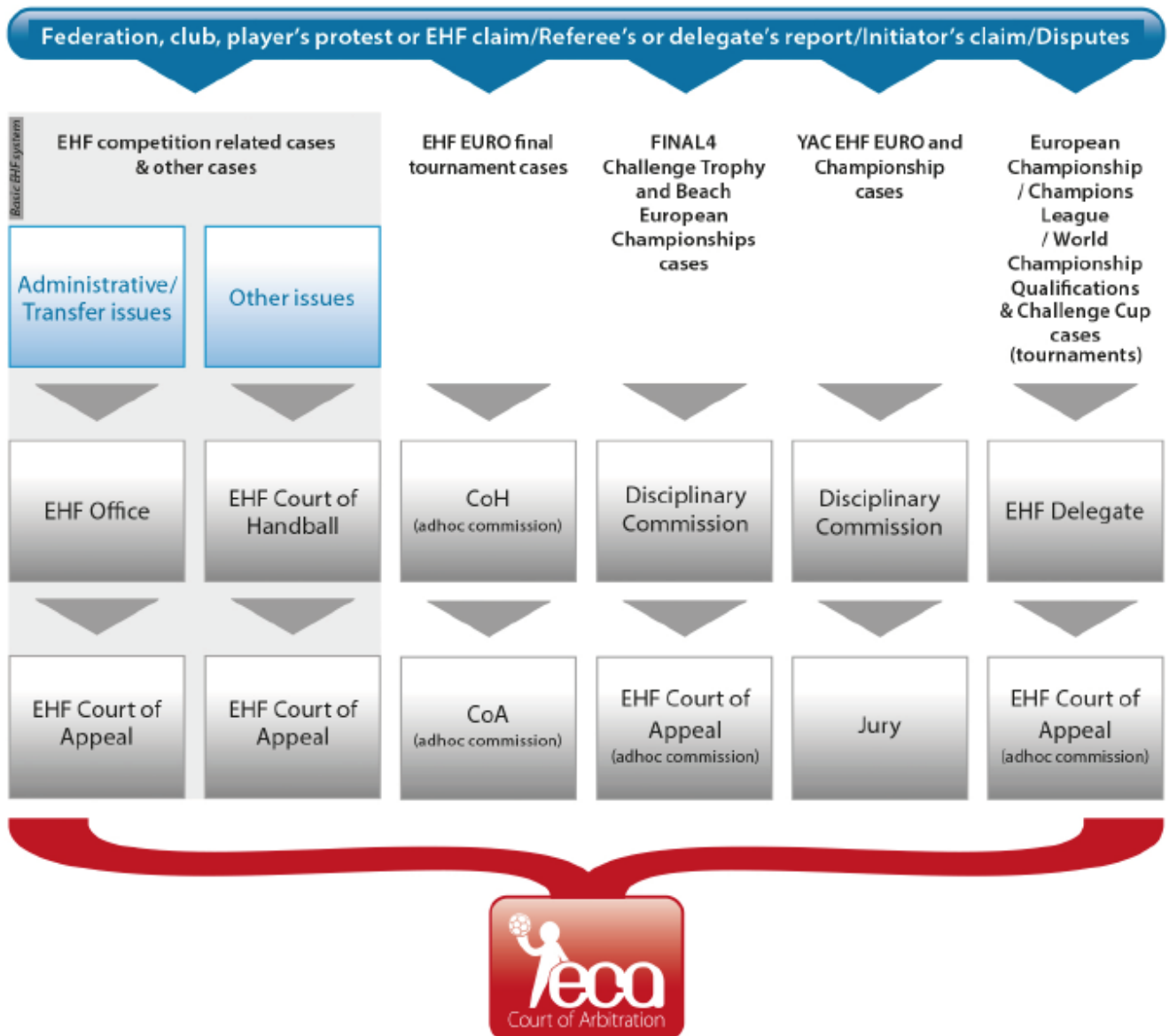
All these decisions are compiled in the present journal of which we wish you an enjoyable read and remain at your disposal should you have any question and/or suggestion.

Best regards,

Panos Antoniou
President of the EHF Court of Handball
&
Markus Plazer
President of the EHF Court of Appeal



EHF Legal System



Statistics Season 2017/2018

Number of decisions per body

| | |
|------------------------------|----|
| Court of Handball | 57 |
| While acting as on-site body | 30 |
| Court of Appeal | 8 |
| While acting as on-site body | 2 |

Main categories of cases

| | |
|-------------------------|----|
| Exclusion | 20 |
| Clothing | 14 |
| Unsportsmanlike Conduct | 6 |
| Breach of Regulations | 6 |
| Marketing | 4 |
| Match Results Protest | 3 |
| Withdrawal | 2 |
| Playing Eligibility | 1 |
| Security | 1 |
| Total | 57 |

EHF Court of Handball
Decision
Case n° 17 20438 4 1 CoH
29 August 2017

In the case against

Federation X...

Panel

Panos Antoniou (Cyprus)
Viktor Konoplyastyi (Ukraine)
Yvonne Leuthold (Switzerland)

*TV Production; Satellite Signal; Host
Broadcaster Minimum Requirements;
Advertising Set-Up; Fine.*

I. Facts

1. On 7 May 2017, Round 4 of the Men's EHF EURO Qualification Phase 2: Federation X... vs. Federation Y... (the "Match"), was hosted by Federation X... (the "Federation").

2. On 17 May 2017, the EHF requested the Court of Handball to open legal proceedings against the Federation. The EHF argued that shortcomings were observed within the course of the Match organisation. First, the EHF reported that the Federation did not ensure that the TV signal was provided via satellite which, despite a last minute effort, provoked the impossibility to broadcast the Match in the country of Federation Y.... Second, unauthorised advertising were affixed on the judges' table despite the obligation having been recalled to the Federation. A statement of facts from the EHF responsible Business Unit, the Host Broadcaster Requirements, the Federation's Host Broadcaster Form, the reminders sent by the EHF, various

communications between the EHF, the Federation and Infront (the "EHF Partner"), pictures of the judges' table and the EHF final information for Rounds 3 and 4 were enclosed to the claim.

3. On 18 May 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court.

4. On 19 May 2017, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

5. On 29 May 2017, the Federation submitted a statement which can be summarised as follows. With regard to the production of the satellite signal, the Federation underlines having been accidentally informed on 4 May 2017 that the EHF Partner unsuccessfully tried to get in contact with the Federation's host broadcaster. The Federation immediately contacted the EHF Partner to find a solution and was invited to contact its TV Partner which in turn informed the Federation on the impossibility to provide a satellite signal. The Federation looked for an alternative but no solution could be found due to the short period of time remaining before the Match. The Federation apologised for the broadcaster's absence of response and emphasised not being able to do anything in such a situation if no information is provided in due time before the Match. With regard to the unauthorised advertising, the Federation explained that a volunteer, out of good will, decided to cover the judges' table without having knowledge of the applicable regulations.



Besides, the EHF delegate did not make any comment during his inspection. There was no intention to breach the regulations. Finally, the Federation concluded by mentioning that the mistakes took place due to a lack of communication, nevertheless, best efforts were made to come up with solutions.

II. Decisional Grounds

1. After careful examination of all documents provided to the Panel, the following facts are confirmed and undisputed:

- The Federation did not deliver a TV signal via satellite, the Match could thus not be broadcast in the country of Federation Y
- The Federation placed one (1) advertising on the judges' table.

2. In registering into the competition, National Federations agree to respect and apply the regulations governing this competition in all aspects. The Federation signed the pledge of commitment whereby it is stated that by registering, entrants accept all applicable conditions, the EHF Statutes and regulations governing the competition including the EHF Legal Regulations and the EHF List of Penalties. The compliance with all applicable rules is the minimum condition to offer fair and professional handball competitions at European level.

As regards the Satellite Signal

3. Article 1.1 of the EHF EURO Qualification Regulations states that the rights, duties and responsibilities of all parties participating and involved in the preparation and organisation of the EHF

Men's EURO qualification rounds are governed by the EHF EURO Qualification Regulations (the "Regulations").

4. Article 40.23 "Television", Section XX "Media Matters" of the Regulations reads as follows:

"The Host Federation must provide all required facilities for the installation of TV equipments (cameras) by the TV host broadcaster. Further requirements in terms of equipment, facility and personnel defined in the EHF manual "TV Host broadcaster Minimum Requirements" must be complied with by the Host Federation."

5. Article 1 of the "Minimum Requirements for TV Host Broadcasters" states:

"EHF/Infront and/or its technical providers have to receive the world feed signals of the matches from satellite for its own use free of charge - if requested by the EHF/Infront."

6. Besides, Article 4 "Distribution of signals" of the aforementioned minimum requirements states:

"The match signal shall be delivered to the rights holders via an (European) satellite, which can be received by all parties."

7. Hence, the Federation had the obligation to deliver the TV signal of the Match via satellite.

8. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball shall determine the type and extent of the penalties and measures to be imposed considering all the objective



and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the frame provided especially in Article D.1 e) of the EHF List of Penalties in the present case which provides with a range of fine comprised between €2.000 and €80.000.

9. The EHF Court of Handball wishes to underline that the production of an international standard TV signal is of core importance since the TV broadcast constitutes the essential component to ensure the visibility and international presence of our sport, guaranteeing at the same time its continuous development. Additionally, a proper production is all the more important, and thus the failure of the Federation all the more regrettable, that the concerned competition is one of the flagship events of European handball. The failure to comply with this obligation is regarded as a severe violation of the EHF EURO Qualification Regulations.

10. The Panel understands the Federation's argument as to the limited control over the lack of reaction from its TV partner, nevertheless, the Federation is solely responsible towards the EHF and shall not be exonerated from this responsibility for shortcomings committed by a third party. The Federation shall ensure that all obligations and the respective measures to be taken may not be prevented by third parties.

11. This being said, when defining the extent of the sanction to be imposed for the breach, the Panel takes into consideration the genuine willingness and positive attitude to find an alternative solution as a mitigating circumstance.

12. In view of the foregoing, and according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 e) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €36.000 (thirty-six thousand Euros), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.

13. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, the Panel believes that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the amount of the fine.

As regards the Positioning of Unauthorised Advertising

14. Article 26.1 of the Regulations reads as follows:

"The Host Federation staging and organising an EHF EURO Qualification match/tournament is responsible for the organisation of the match including the set-up of the venue in accordance with the requirements defined herein, in any other applicable EHF Regulations and manual and otherwise by the EHF."

15. Article 27 of the Regulations, reads as follows:

"The following basic equipments must be prepared and set-up in the playing hall for each EHF EURO Qualification match by the Host Federation."



16. Besides, Article 27.9 of the Regulations states as follows:

“The Host Federation is responsible for the correct set-up, removal and storage of all allowed advertisings, including the Competition, the EHF and the EHF partners/sponsors advertising.”

17. It follows therefrom that as an organiser hosting the Match, the Federation had the obligation to meet the applicable requirements as regards the venue set-up.

18. Article 27.10 of the Regulations states as follows:

“Floor advertising (stickers) and board advertising on and around the playing court are allowed under the conditions defined herein.”

19. Article 27.11 of the Regulations states as follows:

“The Host Member must set-up the advertising on and around the playing court in accordance with the following requirements and the diagram to be found in Enclosure 5.”

20. Finally, on page 5 of the final information sent by the EHF to all participants on 24 April 2017, it is stated as follows:

“Photos should include:

- [...]
- *Event banner at the judges’ table”*
- [...]

21. The Federation contends that the unauthorised banner was affixed by a volunteer having no knowledge of the regulations and with the sole intention to simply cover the given area. Furthermore, the EHF delegate did not make any comment during the inspection.

22. The Panel recalls once again that the Federation is solely responsible towards the EHF for the implementation of the applicable regulations and shall ensure that such obligations and the respective measures to be taken may not be prevented by third parties including volunteers. Regarding the absence of EHF delegate’s remark, the Panel also regards it as irrelevant since the applicable obligations are clearly defined in the EHF EURO Qualification Regulations and EHF directives (i.e. final information sent on 24 April 2017) and must be known by the participants without the necessary need to be recalled.

23. In view of the foregoing, and according to Articles 6.1, 11, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article D.1 a) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €2.000 (two thousand Euros).

24. Finally, it is hereby emphasised that while defining the extent of the sanction to be imposed, and in compliance with Articles 12.1 and 13 of the EHF Legal Regulations, the Court of Handball has taken into consideration the fact that the Federation had never been sanctioned for similar infringements in the past as a mitigating circumstance.



III. Decision

The Federation shall pay a fine of €36.000 (thirty-six thousand Euros) for having violated the obligation to deliver a TV signal via satellite within the organisation of the Match and a fine of €2.000 (two thousand Euros) for having affixed unauthorised advertising on the judges' table.

As regards the fine relating to the failure to deliver a TV signal via satellite, half of the amount, i.e. €18.000 (eighteen thousand Euros) is deferred for a probationary period of two (2) years as of the date of the present decision.



**EHF Court of Handball
Decision
Case n° 17 20458 1 1 CoH
18 October 2017**

Mach Result Protest of

Club X...

Panel

Panos Antoniou (Cyprus)
Elena Borrás Alcaraz (Spain)
Henk Lenaerts (Netherlands)

Match Result Protest Granted; Penalty Throws; Decision of EHF Officials not Based on the Observation of Factual Elements; Additional Costs.

I. Facts

1. On 15 October 2017, the second leg match of the 2017/18 Men's EHF Cup Qualification Round 2 between Club X... and Club Y... took place (the "Match"). The aggregate result is 65:64 in favour of Club Y....

2. On the same day, Club X... (the "Club") filed a match result protest (the "Protest"). The Club argues that according to Article 4.2, Chapter II of the 2017/18 EHF Cup Regulations, no extra time should have been played but instead penalty throws should have taken place. In addition, the Club underlined having drawn the attention of the EHF delegate to this point at the end of the second half; this was done with the EHF referees. However, extra time took place.

3. On 16 October 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings on the basis of the Protest. Both Clubs were invited to send statements by 17 October 2017, 17:00hrs (UTC +1) if deemed necessary. The EHF referees and delegates (the "EHF Officials") were requested to provide statements and were granted the same deadline.

4. On the same day, the Club sent an additional statement whereby the same arguments as the ones exposed in the Protest were made. In addition, the Club underlined that the EHF delegate did not provide any instruction during the technical meeting regarding the procedure to be followed in case of a tie.

5. On 17 October 2017, the EHF referees and the EHF delegate filed their respective and separate statements. All officials apologised for this incident. The referees explained having told the delegate that penalty throws should take place, however the latter decided to play extra time. The EHF delegate underlined that had he gotten a hint that penalty throws should take place, he would have checked on his computer, he found out in the VIP room when the Club's coach got a phone call. The protest was then filed and the fee paid.

6. On the same day, the Parties were also informed on the composition of the Court of Handball panel nominated to decide the case (the "Panel").



7. On the same day, Club Y... filed a statement which may be summarised as follows. During the technical meeting held the day prior to the Match, the EHF delegate replied to a question regarding the situation in case of tie by saying that two extra times would take place and then penalty throws. Hence, if there has been a mistake from the EHF Officials' side, the EHF shall prevent it to occur in the future however the result of the Match shall not be affected.

II. Decisional Grounds

1. The Panel has thoroughly reviewed and evaluated the Protest, the EHF Officials' statements and the statement of FH Hafnarfjordur dated 17 October 2017.

2. Based on those elements, the Panel notes that the following facts are confirmed and undisputed.

- The Match ended with a tie over both legs. The EHF Officials decided to play extra times. The Club Y... won the Match and qualified.

3. Under Article 4.2, Chapter II of the 2017/18 EHF Cup regulations:

"If, after completion of the two matches, both clubs have won the same number of points (no extra time will be played), the teams' standings shall be determined by the following criteria:

- a) goal difference*
- b) greater number of plus goals scored in away match"*

4. It follows therefrom that penalty throws must have taken place to define the winner of the Match and the subsequent team qualified for the next round of the competition. With regard to Club Y's argument relating to the information provided during the technical meeting by the EHF delegate, the Panel underlines that although it is unfortunate, it is a principle that information provided by EHF delegates cannot supersede the applicable regulations, especially since the recipient of such information is a professional club having acknowledged the applicable regulations.

5. By deciding to play extra time, the EHF Officials violated the applicable regulations agreed upon by the clubs when registering into the competition.

6. Article 6.4 of the EHF Legal Regulations states:

"The right to make adjustments that may prove necessary as a result of corrections of the referees' report or, in the case of obvious error revealed by means of pertinent evidence such as reports by EHF Officials, television footage or video recordings, shall be reserved."

7. The Panel finds that the EHF Officials' mistake to be obvious and thereby requiring necessary measures.

8. Therefore, according to Article 14 of the Legal Regulations, the Panel decides that the result of the extra times shall be cancelled and penalty throws shall take place in order to define the winner of the Match and the team qualifying.



9. With regard to the costs to be incurred to organise the penalty throws, the Panel hereby refers to Articles 14.1 and 12.4 of the Legal Regulations and impose a warning on the EHF for the violation of its EHF Officials and decides that all costs and expenses to be incurred shall be borne by the EHF.

10. For the sake of clarity, the Panel hereby stresses that the penalty throws shall take place at a date to be fixed between all parties involved and that the players' list applicable to the Match shall remain unchanged.

11. Finally, taking into consideration the serious nature of the incident and in order to ensure the superior interest of the competition, as well as its balance and fairness, it is hereby decided that any appeal against the present provisional suspension shall not have any suspensive effect and shall be made by Thursday 19 October, 18:00hrs (UTC+1) at the latest.

III. Decision

The protest filed by the Club is granted.

The penalty throws shall take place in order to define the team to be qualified to play the next round of the competition.

All costs and expenses arising out of the organisation of the penalty throws shall be borne by the EHF.

The amount of the protest fee shall be refunded to the Club.



**EHF Court of Handball
Decision
Case n° 17 20459 1 1 CoH
24 October 2017**

Match Result Protest of

Club X...

Panel

Panos Antoniou (Cyprus)
Kristian Johansen (Faroe Islands)
Henk Lenaerts (Switzerland)

*Match Result Protest Rejected; Decision of
EHF Officials based on the Observation of
the Factual Situation.*

I. Facts

1. On 21 October 2017, the 2017/18 Women's EHF Cup Champions League match between Club Y... vs. Club X... took place (the "Match"). The final score is 23:22 in favour of Club Y....

2. On 22 October 2017, Club X... (the "Club") filed a match result protest (the "Protest"). The Club argues that the player n°84 of Club Y... should have been directly disqualified and a penalty granted to the Club for having delayed the execution of a free-throw within the last 30 seconds of the Match. By not doing so, the EHF referees violated Article 8:10 c) of the IHF Rules of the Game and affected the final

3. On 23 October 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings on the basis of the Protest. Both Clubs were invited to send statements by 24 October 2017, 14:00hrs (UTC +1) if deemed necessary. The composition of the panel (the "Panel") nominated to decide the

case was also communicated to the parties in the same letter.

4. On 24 October 2017, the Club Y... sent a statement in which the facts are recalled and it is in substance explained that no violation took place within the last thirty seconds of the Match.

5. On the same day, the Club sent a statement whereby the same facts and arguments as the ones exposed in the Protest are reiterated. A video footage of the given moment of the Match was also enclosed.

II. Decisional Grounds

1. Under Article 1, Chapter XIII of the 2017/18 Women's EHF Champions League Regulations:

"Exclusion of Protests

In all matches of the WOMEN'S EHF Champions League, there shall be no valid reasons for protests and protests shall be inadmissible if relating to:

- *scheduling of and drawing for matches*
- *nomination of referees and delegates*
- *referees' decisions on facts in accordance with the Rules of the Game, including those based on EHF delegate's recommendations"*

2. Pursuant to Article 6.3 of the EHF Legal Regulations:

"Decisions and actions taken by referees on the playing court, including those based on EHF delegates' recommendations, are factual decisions and shall be final."



3. Pursuant to Article 6.4 of the EHF Legal Regulations:

“The right to make adjustments that may prove necessary as a result or corrections of the referees’ report, or, in the case of obvious error revealed by means of pertinent evidence such as reports by EHF Officials, television forage or video recordings, shall be reserved.”

4. The Panel has thoroughly examined all documents of the case, including the video of the situation and observed as follows.

5. At the 59”57 minute of the Match, the home team was leading by one (1) goal and its goalkeeper was in possession of the ball when the EHF referees signalled a passive play and granted a free-throw. The goalkeeper began to run backwards and within the motion passed the ball directly to the opponent.

6. It follows therefrom that the decision of the EHF referees not to disqualify the goalkeeper is based on their observations of the factual situation within the course of the Match. Such decision falls under the scope of Article 6.3 of the EHF Legal Regulations as well as Article 1, Chapter XIII of the Women’s EHF Champions League Regulations and shall be regarded as a factual and thus final decision not being subject to any protest.

7. The EHF Court of Handball acknowledges that according to the aforementioned Article 6.4 of the EHF Legal Regulations, the right to make adjustments is reserved. Yet, the panel finds that it is neither the purpose nor the spirit of Article 6.4 to enable the correction of referees’ decisions, including those based on delegates’

recommendations, being taken on their factual observations during the Match on the playing court. Consequently, the decision in question shall not be regarded as an obvious error since the elements available to the EHF referees as well as to the EHF delegate at the given moment of the decision were not of nature to enable a different decision.

8. In light of the foregoing, without regard to the alleged violations of the IHF Rules of the Game, the EHF Court of Handball decides that the decision taken by the EHF referees based on the recommendation of the EHF delegate is factual and shall be final. The Club has no reason for a protest; the protest filed on 22 October 2017 is thereby inadmissible.

III. Decision

The protest filed by the Club is rejected as inadmissible.

The result of the Match is confirmed.

The amount of the protest fee shall be forfeited to the credit of the EHF.



**EHF Court of Handball
Decision
Case n° 17 20460 3 1 CoH
20 November 2017**

In the case against

Player X...

Panel

Kristian Johansen (Faroe Islands)
Ioannis Karanasos (Greece)
Urmo Sitsi (Estonia)

*Direct Disqualification; Severe
Unsportsmanlike Conduct; Fine; Suspension.*

I. Facts

1. On 15 October 2017, the second leg match of the 2017/18 EHF Men's Cup Qualification Round 2: Club X... vs. Club Y... took place (hereinafter the "Match").

2. At the 59"21 minute, the player n°14 of Club Y... (hereinafter also the "Club"), Player X... (hereinafter also the "Player") was directly disqualified.

3. On 23 October 2017, the EHF forwarded the EHF referees' report together with a link to the video of the Match as well as the Match report and requested the opening of disciplinary proceedings according to Article 27.2 of the EHF Legal Regulations against the Player for his behaviour. The EHF, based on the aforementioned evidentiary documents, underlined that the Player hit an opponent in the face with his elbow while the latter was running with the ball towards the goal.

4. On 24 October 2017, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Player on the basis of the EHF claim. The Player and the Club were invited to send a statement to the Court and the composition of the Court of Handball panel (the "Panel") nominated to decide the case was defined in the same letter.

5. On 8 November 2017, the Club filed a statement which may be summarised as follows. The Player's sports record shows he is an exemplary person following the principle of respect. His disqualification is due to the context, the climate was emotional as Club Y... was facing a disillusion after having won the first leg. The Player lost his concentration and he recognised his error and even apologised after the Match.

II. Decisional Grounds

1. Decisions made by EHF referees on the playing court are factual decisions and shall be final. However the EHF legal bodies have, according to the EHF regulations, the competence to decide whether a player's conduct should be sanctioned outside the frame of a match. The present case is therefore limited to possible further consequences of the conduct of the Player at the 59"21 minute of the Match, according to the circumstances of the case and the applicable IHF/EHF regulations.

2. The decision whether a player's action should be further sanctioned as well as the decision as to the appropriate sanctions to be imposed are, according to Article 12.1 of the EHF Legal Regulations, at the EHF Court of Handball's sole



discretion after having taken into consideration the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

3. The EHF Court of Handball Panel has carefully examined and evaluated the EHF claim, the EHF referees' report as well as the video of the incident.

4. Based on those elements, the EHF Court of Handball panel observes that an opponent was running towards the Club's goal when the Player hit him in the face with his elbow.

5. As regards the Club's argument relating to the frustration inherent to the situation, the Panel wishes to stress that it shall not be regarded as any excuse or justification to lose one's self-control and thereby endanger the physical integrity of an opponent.

6. The Panel finds the gesture violent, malicious and committed with the sole purpose and intention to hit in order to hurt an opponent. The Player directed hit his opponent in the face which endangered the physical integrity of the latter. Such a gesture is not related to a normal defensive motion to be expected by an opponent. The latter could therefore not try to avoid or reduce the impact of the hit. The Panel strictly underlines that there is no room for that sort of unacceptable attitude in our sport since it also gives a poor and detrimental image of our discipline.

7. Thus, the Panel finds that the Player's behaviour meets the characteristics of a serious unsportsmanlike conduct deserving further sanctions.

8. In light of the foregoing, in accordance with the EHF legal bodies' case law and pursuant to Articles 12.1, 12.2, 15.1, 16.1 a) of the EHF Legal Regulations and B.1 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Player a two-match suspension from participation in EHF club competitions and shall pay a fine of €1.000 (one thousand Euros).

9. When defining the amount of the fine, the Panel took into consideration mitigating circumstances, namely the fact that the Player is sanctioned for the first time. In light of this, the panel believes that the aim of the sanction is also to prevent similar infringements to occur again and that such aim can be achieved by suspending part of the fine since it has a deterrent effect.

10. Hence, and according to Article 17.1 of the EHF Legal Regulations, half of the fine, i.e. €500 (five hundred Euros) is deferred for a probationary period of two (2) years starting from the date of the present decision.

III. Decision

The Player is suspended from the participation in EHF club competitions for two (2) matches and shall pay a fine of €1.000 (one thousand Euros).

Half the fine is deferred for a probationary period of two (2) years.



**EHF Court of Handball
Decision
Case n° 17 20451 3 1 CoH
19 January 2018**

In the case against

Player X...

Panel

Panos Antoniou (Cyprus)
Yvonne Leuthold (Switzerland)
Libena Sramkova (Czech Republic)

*Anti-Doping Rule Violation; Non-Specified
Substance; Absence of Intent; Medal
Forfeited.*

I. Facts

1. On 1 August 2017, the EHF Anti-Doping Unit (“EAU”) submitted the player, X... (the “Player”) to a doping test, i.e. urine sample, at the Competition. The Player was part of the national team X... (the “Federation”).

2. On 17 August 2017, the EAU received the test report performed by the WADA-accredited laboratory (the “Laboratory”). The test report showed that the Player’s A-sample contained the following metabolic modulator: Meldonium (also the “Prohibited Substance”). In total, three players of the Federation tested positive for the Prohibited Substance.

3. On the same day, the EAU notified the Federation of the adverse analytical finding, outlining that such a finding constituted an anti-doping rule violation (“ADRV”) according to Article 2.1 of the EHF Regulations for Anti-Doping (the “Regulations”) and invited the Federation to submit any valid Therapeutic Use

Exemption (“TUE”) they may have or to provide a statement as regards the situation in the absence of a valid TUE. Finally, the EAU reminded the Federation of the Player’s right to promptly request the analysis of the B-sample or to acknowledge the reported violation.

4. On 4 September 2017, the Federation, on behalf of the Player, sent a reply whereby the Player confirmed the adverse analytical finding and waived the opportunity to analyse the B-sample. Furthermore, the Player underlined that the substance did not enter her body intentionally, the substance was probably provided by the team doctor (the “Doctor”). The Player underlined being ready to provide full cooperation within the framework of an investigation process as to the Doctor’s involvement, to take a polygraph test and eventually requested the competent body to issue a warning without suspension.

5. On 11 September 2017, in accordance with Article 28.5 of the EHF Legal Regulations and Article 8 of the Regulations, the EHF referred the case to the Court of Handball and requested the body of first instance to initiate proceedings against the Player, to examine the circumstances and facts of the case and to take all sanctions deemed necessary, in particular pertaining to Article 9 of the Regulations. Finally, the President of the Court of Handball was requested to provisionally suspend the Player in accordance with Article 7.9.1 of the Regulations. The doping control form, the test report, the EAU notification, and the Player’s Statement were enclosed to the claim.

6. On 12 September 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Player on the basis of the EHF claim. The Player was invited to clarify whether she wished for a hearing to take place and was invited to send a statement in reply to the EHF claim by 2 October 2017. The claim was enclosed to the letter. Finally, the Player was informed on the composition of the Court of Handball members nominated to decide the case (the "Panel").

7. On the same day, according to Article 7.9.1 of the Regulations, the President of the Court of Handball provisionally suspended the Player *"from participating in any EHF-sanctioned competitions prior to the final decision being reached. The provisional suspension will extend to all Competitions, Events or other activities that are organized, convened, authorized or recognized by any other handball body complying with the EHF Regulations for Anti-Doping and/or the WADA Code"*.

8. On 13 September 2017, the Player sent a statement whereby a hearing was requested.

9. On 25 September 2017, in accordance with Article 8.1.4 of the Regulations, the Panel informed the parties that the hearing will take place on 16 October 2017 at the EHF Office in Vienna.

10. On 2 October 2017, the Player filed a written statement with the Panel which may be summarised as follows:

- The Player had been part of the team for three (3) years.

- The Player stresses having been always very cautious with medications used out-of-competition and negotiated the use of medications while being in-competition with the national team and never checked what the latter gave her based on the trust she placed in him.
- No discussion regarding the composition of the substances provided by the Doctor consequently took place.
- The Player admitted presence of Meldonium in her test. The prohibited substance was not taken intentionally.
- Furthermore, the Player highlighted having actively cooperated with the Federation and contributed to the investigation process, including taking voluntarily a polygraph test and the joint initiation of an investigation against the Doctor which had led to opening of a formal investigation by the competent law enforcement body in the given country.
- Hence, the Player requested the Panel to issue a warning without disqualification and to postpone the hearing to a later date due to the on-going investigation against the Doctor. The polygraph certificate was enclosed to the Federation's statement sent on the same day.

11. On 9 October, the Panel granted the Player's request and postponed the hearing to 20 December 2017.

12. On 13 December 2017, the Panel provided the parties with documents relating to the communication the former had with the Doctor that may be summarised as follows. Within the course of the communication, the Panel first invited the Doctor to be heard at the

hearings as a witness, however due to the Doctor's cooperation and unavailability, the Panel eventually decided not to request his presence. Meanwhile, the Doctor provided documents based on which he claimed having no involvement whatsoever regarding the positive doping tests of the Player.

- A set of documents comprised an internal investigation led by the Federal Clinical Research Centre of Sports Medicine and Rehabilitation of the Federation Medical and Biological Agency. According to which it was underlined that Meldonium was not purchased any longer by the clinic and thus that it cannot be established that the doctor had it in his possession or attempted any distribution or prescribed it during the Competition.
- The second set of documents was composed of the sheets of medical history and familiarisation with the plan of pharmacological support to athletes signed by all players on the team. These documents were provided in original language by the Doctor, a certified translation was provided to the parties.

13. On 12 December 2017, the Federation provided the information that the competent law enforcement authority in the given country reclassified the Doctor's actions as an administrative offense and not a criminal one, concluding that the latter, in full awareness, gave Meldonium to the Player at the training camp, pretending that he was providing vitamins and biologically active additives. The case was therefore forwarded to the competent court in the capital city of the respective country before being transferred to a regional court (the

"Regional Court") upon the Doctor's request. Hence, the Federation requested the hearing to be postponed.

14. On 13 December 2017, the Panel sent a letter to the Federation whereby the request to postpone the hearing was denied, adding that further information relating to any substantial assistance of the Player may be filed at a later stage.

15. On the same day, the Federation sent the decision of the court from the capital city to transfer the case to the Regional Court.

16. On 14 December 2017, the Federation sent the decision of the judge of the Regional Court to initiate legal proceedings in the case against the Doctor and to prepare a hearing to be held on 26 December 2017.

17. On 15 December 2017, the Panel sent the list of participants to be present at the hearings.

18. On 20 December 2017, the hearing took place in person and in Vienna at 15:00hrs (UTC+1). The Player attended the hearing and was assisted of the Federation's legal representative. The Player explained the following:

- The Player underlined that the Doctor was responsible for all medical activities including nutrition.
- The Player confirmed having given a sample for testing on 1 August 2017 and was the only player to take a test on that day.
- The Player underlined being instructed on anti-doping rules in local and national team situations, but the

- Doctor never spoke about anti-doping.
- The Player asked about the purpose of the medication given by the Doctor many times but never received an answer.
 - Medications were given before each training session and before competitions; all players received medications.
 - Three Players from the team underwent a doping control during the competition, and all Players tested positive.
 - The Player never took any prohibited substance; she was tested negative in December 2016.
 - It was claimed that there was no other way that the prohibited substance could have entered the Player's body other than being contained in the medication given by the Doctor.
 - The Player directly and constantly asked the Doctor about the medication, but he never gave any direct explanation, he just underlined it was beneficial to her conditioning.
 - The Player believes that it would have been possible to say no to the Doctor and refuse the medication, but the Doctor convinced that players that it was beneficial and would wait until she would drink it all.
 - The Player claimed that she only discussed the situation of the medication with her team members.
 - The medications were distributed to the players i.e. in summer during the training camp, when the Doctor gave a glass filled it in with various medications to the players. The Doctor gave the medication to every player on the team.
 - The Player spent 1 – 2 weeks with the national team prior to the W19 EHF EURO. A training camp was held prior to travelling to the Competition. In December 2016, at the Women's EHF EURO in Sweden, the national team met for training two weeks prior to the competition.
 - The way medications are being provided in the Player's club is different. In the club, team doctors do not provide medication unless requested by the players. The Player did not discuss this unusual situation in the national team with anybody because she trusted the Doctor.
 - The Player also said that she did not undertake any education programme relating to anti-doping rules.
 - The Player had known the Doctor for three years. In the past, the Doctor gave them medication in its original packaging, which is why she knew what the medication was.
19. On 29 December 2017, the Federation submitted the judgement rendered by the Regional Court as according to which the Doctor has committed an administrative offense is suspended for one year and six months from "[...] rendering state and municipal services or conduct activity in the sphere of athletes' training (including medical supervision), organisation and holding of sports events [...] or to conduct medical or pharmaceutical activity."

II. Decisional Grounds

Introduction

As regards the burdens and standards of proof, Article 3.1 of the Regulations states as follows:

“The EHF has the burden of establishing that an anti-doping rule violation has occurred. The standard of proof is whether EHF has established an anti-doping rule violation to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegation which is made. Where a Player or other Person alleged to have committed an anti-doping rule violation has the burden of rebutting a presumption or establishing specified facts or circumstances, the standard of proof is the balance of probability.”

A. ADRV

1. Article 2.1 of the Regulations states as follows:

“2.1.1. It is each Player’s personal duty to ensure that no Prohibited Substance enters his/her body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Player’s part be demonstrated in order to establish an anti -doping rule violation under article 2.1.

2.1.2. Sufficient proof of an anti -doping rule violation under article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player’s A Sample where the Player waives analysis

of the B Sample and the B Sample is not analysed; or, where the Player’s B Sample is analysed and the analysis of the Player’s B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player’s A Sample; or, where the Player’s B Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.

2.1.3. Excepting those substances for which a quantitative threshold is specifically identified on the Prohibited List or International Standards, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a Player’s Sample shall constitute an anti -doping rule violation.”

2. It is undisputed between the Parties and admitted by the Player that she has committed an ADRV under Article 2.1 of the Regulations. The compliance of the Laboratory with the applicable International Standard for Laboratories when conducting the analysis is also undisputed.

3. The Player’s A-sample conducted by the WADA-accredited laboratory revealed the presence of Meldonium, a metabolic modulator listed under Class S4.5.3 of the 2017 WADA prohibited list (the “Prohibited List”) and prohibited at all times (in- and out-of-competition). The Player waived the analysis of the B-Sample. Hence, the presence of the Prohibited Substance in the A-Sample and the fact that it is not a threshold substance are sufficient to establish the ADRV.

B. Consequences

1. Basic Sanction

4. Article 4.2.2 of the Regulations entitled “Specified Substances” states:

“For purposes of the application of article 9, all Prohibited Substances shall be Specified Substances except substances in the classes of anabolic agents and hormones and those stimulants and hormone antagonists and modulators so identified on the Prohibited List. The category of Prohibited Substances does not include Prohibited Methods.”

5. Meldonium is listed under class S4.5.3 of the Prohibited List relating to hormone and metabolic modulators; it is therefore not a specified substance and Article 9 shall thus be applied.

6. According to Article 9.2 of the Regulations:

“The period of Ineligibility for a violation of article 2.1 (presence of Prohibited Substance or its Metabolites or Markers in a Player’s sample) [...] shall be as follows, subject to potential reduction or suspension pursuant to articles 9.3, 9.4 or 9.5:

9.2.1. The period of Ineligibility shall be four (4) years where:

*9.2.2.1. The Anti-Doping Rule violation does not involve a Specified Substance, unless the Player or other Person can establish that the Anti-Doping Rules was not intentional.
[...]*

9.2.2. If article 9.2.1. does not apply, the period of Ineligibility shall be two (2) years.

7. The presence of the Prohibited Substance in the Player’s Sample triggers a period of ineligibility of four (4) years. This basic mandatory period can be reduced to two (2) years if the Player demonstrates that the ADRV was not intentional.

2. Intent

8. According to Article 9.2.3, the term “intentional” is meant:

“to identify those Players who cheat. The term therefore requires that the Player or other Person engaged in conduct which he or she knew constituted an Anti-Doping Rule violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule violation and manifestly disregarded that risk.”

9. As already mentioned before Article 3.1 of the Regulations states:

“Where a Player or other Person alleged to have committed an anti -doping rule violation has the burden of rebutting a presumption or establishing specified facts or circumstances, the standard of proof is the balance of probability.”

10. The Player contends that the Prohibited Substance entered her system through the medications provided in plastic cups by the Doctor, act for which the latter has been sanctioned by a regional court in the given country. The Player also stated that they were all told by the doctor that the medication he was giving was vitamins and good for their health.



11. Furthermore, the Player's overall attitude demonstrates a genuine willingness to assist and cooperate in order to shed light on all circumstances of the case compatible with the absence of knowledge and thus intention she contends.

12. The present case must also be put in perspective with the two other players having tested positive to the same Prohibited Substance. While it is not the task of this Panel to find whether the Doctor is the responsible person, the fact that all three players having undergone a doping control have all tested positive is likely to demonstrate the intervention of a third party out of the Federation's personnel having administered the Prohibited Substance without informing the players. This is corroborated by the constant refusal of the Doctor to provide detailed explanations as to the content of the medications contained in the plastic cup.

13. The Panel therefore finds itself comfortably satisfied that the Player did not knowingly intended to cheat when ingesting the Prohibited Substance, a period of ineligibility of four years is thus not applicable, and the standard period in the present matter shall be two years.

3. No Fault or Negligence

14. According to Article 9.4 of the Regulations:

"If a Player establishes in an individual case that he or she bears No Fault or Negligence, then the otherwise applicable period of Ineligibility shall be eliminated."

15. The concept is further defined in the Appendix 1 of the Regulations as follows:

"The Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or [sic] otherwise violated an anti - doping rule. Except in the case of a Minor for any violation of article 2.1, the Player must also establish how the Prohibited Substance entered his/her system."

16. The Player did establish the source of the Prohibited Substance. All three players received medications from the Doctor, all tested positive and the Doctor was sanctioned for administering the Prohibited Substance by a State court. As already mentioned, the standard of proof applying is the balance of probability. In this respect, the Panel is comfortably satisfied as to establish how the Prohibited Substance entered the Player's body.

17. Nevertheless, and as recalled in the current version of the WADA Code, the Panel's view is that the threshold of the regime of no fault or negligence is high and therefore applicable only under exceptional circumstances as players are responsible for what they ingest and for the conduct of other persons they decide to entrust.

18. In the present case, the Panel finds that, in light of the circumstances, and despite her young age, the Player did not exercise her utmost caution. Indeed, the Player is a high level athlete, having played international handball on the top level for



already a substantial period of time and having subsequently already acquired a significant experience. Hence, the change of practice as to the usual way to receive and be administered medications with the national team must have alerted her. Additionally, based on the Player's testimony, this practice is also different from the one applied in her club, which is regarded by the Panel as a clear lack of appropriate care to be observed as an international player.

19. Similarly, previous jurisprudence in other sports justice systems rejected the argument brought forward by an athlete that she bore No Fault of Negligence with respect to the Prohibited Substance because the athletes in the cited case were "fully aware that the doctor added to his water bottle a substance contained in an unlabelled bottle that the doctor described only as "Vitamin B-Complex" but without further explanation as to the source of that substance or why it was being dispensed from an unmarked container." Athletes are responsible for what they ingest and for the conduct of those persons to whom they entrust access to their food and drink.

20. Hence, the Panel finds that that Article 9.4 of the Regulations is not established and will now consider the ADRV and related circumstances under Article 9.5 of the Regulations.

4. No Significant Fault or Negligence

21. Article 9.5.2 of the Regulations states:

"If a Player or other Person establishes in an individual case where article 9.5.1 is not applicable that he or she bears No Significant Fault or Negligence, then,

subject to further reduction or elimination as provided in article 9.6, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one - half of the period of Ineligibility otherwise applicable."

22. The concept is further defined in the Appendix 1 of the Regulations as follows:

"The Player or other Person's establishing that his/her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti - doping rule violation. Except in the case of a Minor for any violation of article 2.1, the Player must also establish how the Prohibited Substance entered his or her system."

23. As mentioned above in point 16, the Player established how the Prohibited Substance entered her body.

24. Similar to the regime of No Fault or Negligence described above, the WADA Code specifies that Article 9.5.2 of the Regulations applies only in exceptional circumstances.

25. According to the Appendix 1 of the Regulations:

"Factors to be taken into consideration in assessing a Player or other Person's degree of fault include, for example, the Player's or other Person's experience, whether the Player or other Person is a Minor, special consideration such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by



the Player in relation to what should have been the perceived level of risk. In assessing the Player's or other Person's degree of fault, the circumstances considered must be specific and relevant to explain the Player's or other Person's departure from the expected standard of behaviour."

26. In this perspective, the Panel stresses that the Player is a young adult who is 18 years old. As all three players stated, the Doctor distributed medication to the entire team. They did ask several times what medications were given to them to which the Doctor answered that it was vitamins, medications with a positive impact on their health. The entire team took the medications in the plastic cups. Although the Player said that theoretically they could have refused to take the medications, it appears clear to the Panel that a certain team pressure was on all players. Additionally, they did know the Doctor for more than three (3) years. They therefore trusted him and had reasons to do so since no anti-doping rule violation occurred before.

27. In light of the foregoing, it is hereby established that grounds exist to enable the Panel to conclude that legitimate grounds exist to reduce the standard period of ineligibility based on the present regime of no-significant fault or negligence.

5. Conclusion

28. To conclude, the Player established the non-intentional character of the violation as well as the non-significant fault-related reduction under Article 9.5 to mitigate the sanction. The Panel therefore

decides that the period of ineligibility is twenty (20) months.

C. Commencement of the period of ineligibility

29. The Panel must determine the commencement of the twenty-month period of ineligibility in accordance with Article 9.11 of the Regulations.

30. Article 9.11 states:

"Except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed."

31. The Panel agrees with the Player's position according to which she promptly admitted the violation, i.e. on 4 September 2017, within the deadline provided by the EAU in the adverse analytical finding notification.

32. Article 9.11.2 relating to timely admission states:

"Where the Player or other Person promptly (which, in all events, for a Player means before the Player competes again) admits the anti - doping rule violation after being confronted with the anti - doping rule violation by the EHF Anti - Doping Unit, the period of Ineligibility may start as early as the date of Sample collection or the date on which another anti - doping rule violation last occurred. In each case, however, where this article is applied, the Player or other Person shall serve at least one - half of the period of Ineligibility going forward from the date the Player or other Person accepted the



imposition of a sanction, the date of a hearing decision imposing a sanction, or the date the sanction is otherwise imposed. This article shall not apply where the period of Ineligibility has already been reduced under article 9.6.3.”

33. Consequently, the Panel decides that the period of ineligibility starts as the date of the sample collection, i.e. on 1 August 2017.

34. Furthermore, Article 9.11.3.1 states:

“If a Provisional Suspension is imposed and respected by the Player or other Person, then the Player or other Person shall receive a credit for such period of Provisional Suspension against any period of Ineligibility which may ultimately be imposed. If a period of Ineligibility is served pursuant to a decision that is subsequently appealed, then the Player or other Person shall receive a credit for such period of Ineligibility served against any period of Ineligibility which may ultimately be imposed on appeal.”

35. A provisional suspension was imposed on the Player on 12 September 2017. It is undisputed that the provisional suspension has been respected, thus the Player shall receive a credit for such period of provisional suspension.

36. Hence, the period of ineligibility shall commence on the date of the sample collection, i.e. 1 August 2017 and the provisional suspension already served by the Player, starting from 12 September 2017 until the date of the present decision shall be credited against the two-year period of ineligibility.

D. Disqualification

37. According to Article 9.8 of the Regulations:

“In addition to the forfeiture of personal award(s) in the Competitions which produced the positive Sample under article 9.1, all other competitive results of the Player obtained from the date a positive Sample was collected (whether In - Competition or Out - of - Competition), or other antidoping rule violation occurred, through the commencement of any Provisional Suspension or Ineligibility period, shall, unless fairness requires otherwise, be disqualified with all of the resulting Consequences including forfeiture of any medals, points and prizes.”

38. The Panel finds no reason to deviate from this principle and consequently decides that all results obtained by the Player during the Competition shall be disqualified with all of the resulting consequences, which includes the forfeiture of her silver medal.

E. Costs of the hearings

39. Article 48 of the EHF Legal Regulations states:

“48.1. The parties shall be responsible for the costs of their own counsel, witnesses, experts, interpreters (if relevant), travel and living expenses.

48.2. The other costs of the proceedings shall be borne fully or in part by the party found guilty or the losing party.



48.3. If a party requests the proceedings to be conducted orally or a hearing to be held, the costs of the proceedings including travel and living expenses of the members of the legal body and the cost of questioning witnesses and experts shall be borne by the requesting party, unless decided otherwise by the legal body.

48.4. The administrative/legal bodies shall further decide in the ordinary procedure whether costs, other than the proceedings costs specified here above, shall be reimbursed by any of the parties, taking into consideration all circumstances of the case.”

40. In light of the aforementioned dispositions, the Panel shall have a margin of discretion to decide which of the party shall bear the costs of the hearings amounting to €2397,74 (two thousand three hundred ninety-seven Euro and seventy four cent), according to the following breakdown:

- €540 (five hundred forty Euro), interpreter present at the hearings
- €600 (six hundred Euro), certified translation of the documents provided by the Doctor
- €1257,74 (one thousand fifty seven Euro and seventy-four cent), travel and living expenses of the Panel present at the hearings

41. Taking into consideration the outcome of the proceedings, the fact that the hearings were held for all three players involved in anti-doping violations and the Federation as well as the fact that the hearings were held in presence of these players and representatives of the Federation for the sake of due process and legal certainty, the Panel finds it

appropriate to have such costs split in four equal parts.

42. The Player shall pay €599,4 (five hundred ninety-nine Euro and forty cent), the two other players and the Federation shall pay the remaining amount in equal shares as defined in the respective decisions.

43. Otherwise, each party shall bear its own legal costs and all other expenses in connection with these proceedings and the hearings.

III. Decision

The Player has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility twenty (20) months starting from 1 August 2017 and against which the period of provisional suspension imposed on 12 September 2017 shall be credited.

All results obtained by the Player, i.e. a silver medal at Competition are disqualified, the medal is thus forfeited.



**EHF Court of Handball
Decision
Case n° 18 20492 1 1 CoH
16 February 2018**

In the case against

Federation X...

Panel

Henk Lenaerts (Netherlands)
Elena Borrás Alcaraz (Spain)
Viktor Konoplyastyi (Ukraine)

Eligibility Criteria; Presence on the Delegation But Absence on the Match Report; National Federation's Obligation to Control and Sign the Match Report.

I. Facts

1. On 13 January 2018, the fourth Round match of the 2019 Men's World Championship Qualification Phase 1 between Federation Y... and Federation X... took place (the "Match"). Federation Y... won the match 21:15, and, according to the ranking of Group 6, qualified for the Phase 2 Playoffs.

2. On 14 January 2018, and following a handwritten protest made after the Match, Federation X... (the "Federation") filed a protest (the "Protest"). The Federation argues that the opposing Player X... (the "Player"), did not fulfil the eligibility regulations as he was listed on the delegation list (the "Delegation List") but not on the match report signed by both teams (the "Match Report"). The signature is the one and only official confirmation that the names and numbers of players are correct. It does not matter whether a mistake was made before or not. The Player took part in the Match and

scored a goal. Hence, the Federation requests to win the Match by forfeit and be granted 2 points in accordance with Article B.6 of the List of Penalties.

3. On 22 January 2018, the EHF Court of Handball officially informed the parties on the opening of legal proceedings on the basis of the Protest. Both National Federations were invited to send statements by 31 January 2018, 17:00hrs (UTC +1) if deemed necessary. The Protest, the delegate's report (the "Delegate"), the Delegation List and the Match Report were enclosed to the letter.

4. On 30 January 2018, the Parties were informed on the composition of the Court of Handball panel nominated to decide the case (the "Panel").

5. On the same day, Federation Y... sent a factual statement as regards the Match chain of events as well as a legal statement. The factual statement may be summarised as follows:

- The technical meeting took place on 13 January 2018, 10:00am. Federation Y... marked/circled sixteen (16) players on the Delegation List and their passports were provided. This list of sixteen (16) was identical to the list of players used during the previous match played few days earlier.
- All necessary checks as regards the players' eligibility were made by the Delegate and the referees.
- Representatives of the Federation took a photo of the list of sixteen (16) players.
- The Delegate did not deliver a printed copy of the Match Report during the technical meeting although the hotel had adequate equipment.

- The Delegate approached the National Team Director of Bosnia Herzegovina about fifteen (15) minutes before the Match with a printed version of the Match Report to be signed. The focus of the Director was rather on organisational matters, he did not suspect that a player could be missing on the Match Report.
 - Between the 37th and 38th minute of the Match, the Player entered the playing court, he later on scored a goal and it is only at the 41th minute, after having received a two-minute suspension, that his absence on the Match Report was noticed.
 - The Player had the right to perform, it was a technical error of the Delegate who checked with an EHF official and finally added the Player after the Match.
 - The Federation filed a protest after the Match although there is no reason to do so, Federation Y... won both matches on the playing court and their qualification should not be questioned.
6. The legal arguments may be summarised as follows:
- The interpretation made by the Federation of Article B.6 of the List of Penalties is wrong and unacceptable; the claim that the Player was not listed in the Match Report cannot constitute a breach of this provision. Articles 12 and 13 of the EHF EURO Qualifiers Regulations (the “Regulations”) clearly set forth the conditions for a player to be eligible. The Player played the previous matches, was found eligible in line with Article 12 of the EHF EURO Qualifiers Regulations and no suspension was imposed on him.
 - The Delegate omitted to enter the Player in the Match Report already at 10:54hrs, this version was replaced on the official EHF website with a new one created at 22:34hrs.
 - Contrary to the Delegate’s statement, the hotel offered all IT possibilities to enable a print of the Match Report. This is confirmed by the hotel in question via two declarations and pictures enclosed to the letter.
7. On 31 January 2018, the Federation filed a statement that may be summarised as follows:
- It is not the Delegate’s responsibility to provide for a correct Match Report, the responsibility to provide for an accurate Official Delegation is with Federation Y... in accordance with Article 13.7 of the Regulations.
 - In the present case, the Federation can only assume that the respective official of Federation Y... did not, or not carefully enough, check the Match Report before signing it. By signing, the responsible person confirmed that the list of players contained in the Match Report will constitute the official delegation for the Match.
 - According to Article 13.8 of the Regulations, only players of the match report are allowed to play the respective match. It is undisputed and proved that the Player took part in the Match; Federation Y... must therefore face the consequences of this violation.
 - Regarding the organisational deficiencies and working conditions of the Delegate, it was the responsibility of Federation Y..., as the organiser, to ensure they met the applicable standards. If the Delegate’s mistake is due to these conditions, the



responsibility must therefore be borne by the organiser.

- The List of Penalties leaves no room for interpretation. The match shall be scored as lost with the same result and in any case with 0:10 goals and 0:2 points to the disadvantage of Federation Y....
- The Federation's Protest was not formally necessary.

8. On 5 February 2018, in line with due process, the Panel communicated to all parties the respective statements and granted an additional week should the parties wish to provide additional observations, i.e. until 12 February 2018.

9. On 9 February 2018, Federation Y... filed an additional statement whereby arguments exposed above were reiterated. The responsibility of the Delegate as to the error occurred was underlined once again. The Panel was thus invited to confirm the final result of the Match.

10. On 12 February 2018, the Federation filed an additional statement in which the Panel is invited not to be distracted by the other party's explanations. The fact that the Player was not on the Match Report made him ineligible to play, which triggers clear legal consequences regardless whether he played in previous matches. The final responsibility to control the accuracy of the Match Report was with Federation Y....

II. Decisional Grounds

1. The Panel has thoroughly reviewed and evaluated the Protest, the Delegate's statement and the parties' arguments.

2. Based on those elements, the Panel notes that the following facts are confirmed and undisputed:

- Federation Y... circled sixteen (16) players on the Official Squad List during the technical meeting. The Player was missing on the Match Report prepared by the Delegate.
- The Match Report was signed by both teams.
- The Player took part in the Match.

3. The parties have exchanged comprehensive views as to their respective opinions on the case. The Panel underlines that two central questions arise.

- First, who bears the ultimate responsibility as to the accuracy of the Match Report.
- Second, was the Player eligible to take part in the Match.

4. Article 13.7 of the Regulations states:

"The match report must contain the names and number of the sixteen (16) players and six (6) team officials of the Official Delegations. The match report is prepared by the Host Federation after the technical meeting based on the Official Delegation forms, is checked by the EHF delegate(s) and handed over to the team officials in charge in due course before the throw-off of the match. One (1) hour prior to the throw-off of the match the team officials in charge must check the pre-prepared match report, confirm the participating players, reduce the number of team officials to four (4) by crossing out up to two (2) team officials listed per delegation and sign the match reports."



5. Hence, the responsibility to ensure that the content of the Match Report, including the completeness of the list of players supposed to take part in the Match, is with the respective team officials and consequently with the National Federation in question. In the present case, the responsibility to ensure the presence of the missing Player was with Federation Y... The Delegate's task is solely administrative. By signing the Match Report, Federation Y... confirmed its correctness.

6. Article 13.8 of the Regulations states:

"Only the sixteen (16) players of the match report are allowed to play in the respective match of the EHF EURO Qualifiers."

7. Article 13.10 of the Regulations specifies:

"[...]. Players not registered in accordance with the present article 13 and/or by the announced date are not eligible to participate in the respective EHF EURO Qualifiers playing period."

8. The wordings of these articles are clear and unambiguous, only players present on the Match Report were eligible to take part in the Match. By not being listed therein, the Player was therefore not eligible.

9. Arguments relating to the atmosphere surrounding the Match and the organisation conditions are irrelevant and shall not be such as to neither mitigate nor exonerate a National Federation, in the present case Federation Y..., from such a crucial and serious obligation that constitutes the control and certification of the Match Report completeness and

accuracy. The same holds true as to the argument relating to the fact that the Federation took a picture of the Official Squad List.

10. Federation Y... clearly displayed a negligent behaviour and hence breached the duty of care to be observed towards such an essential obligation.

11. As to the legal consequences triggered by the participation of a player ineligible to play, Article 13.20 of the Regulations sets forth:

"The use of a player who has been suspended and/or is not eligible to play in any EHF EURO Qualifiers match must be sanctioned in accordance with the applicable EHF Legal Regulations."

12. Article B.6 of the EHF List of Penalties, entitled "Participation of a Player not Eligible to Play or Suspended" states:

"The participation of a player who has been suspended and/or is not eligible to play during a match of a competition organised by the EHF shall result in the match being scored as lost with the same result and in any case with 0:10 goals and 0:2 points."

13. It follows therefrom that the wording of this article is clear and unambiguous. Consequently, the Panel hereby finds that the Match shall be deemed as lost by Federation Y..., the applicable score shall be 0:10 in favour of Federation X... and two (2) points shall be granted to the latter.



EUROPEAN HANDBALL
FEDERATION

14. Finally, taking into consideration the serious nature of the incident and in order to ensure the superior interest of the competition, as well as its balance and fairness, it is hereby decided that any appeal against the present suspension shall not have any suspensive effect.

III. Decision

The protest filed by the Federation is granted.

The result of the Match shall be 0:10 goals and 0:2 points in favour of the Federation.

The protest fee shall be refunded.



**EHF Court of Handball
Decision
Case n° 18 20541 4 1 CoH
3 April 2018**

In the case against

Federation X...

Panel

Panos Antoniou (Cyprus)
Yvonne Leuthold (Switzerland)
Libena Sramkova (Czech Republic)

*Team Sanctions for Anti-Doping Rule
Violations; More than Two Players; Fine;
Suspension.*

I. Facts

1. On 1 and 4 August 2017, the EHF Anti-Doping Unit (“EADU”) submitted three (3) players (the “Players”) to doping tests, i.e. urine sample, at the Competition. The Players were part of the national team X... (the “Federation”).

2. On 17 and 23 August 2017, the EADU received the test report performed by the WADA-accredited (the “Laboratory”). The test report showed that the Players’ A-samples contained the same metabolic modulator: Meldonium (also the “Prohibited Substance”).

3. On the same day, the EADU notified the Federation of the adverse analytical findings, outlining that such findings constituted anti-doping rule violations (“ADRV”) according to Article 2.1 of the EHF Regulations for Anti-Doping (the “Regulations”) and invited the Federation to submit any valid Therapeutic Use Exemption (“TUE”) they may have or to provide a statement as regards the

situation in the absence of a valid TUE. Finally, the EADU reminded the Federation of the Players’ right to promptly request the analysis of the B-sample or to acknowledge the reported violation.

4. On 4 September 2017, the Federation, on behalf of the Players, sent a reply whereby the Player confirmed the adverse analytical finding and waived the opportunity to analyse the B-sample.

5. On 11 September 2017, in accordance with Article 28.5 of the EHF Legal Regulations, the EHF referred the case to the Court of Handball and requested the body of first instance to initiate proceedings against the Federation, to examine the circumstances and facts of the case and to take all sanctions deemed necessary, in particular pertaining to Article 10 of the Regulations. The Players’ doping control forms; test reports, the EADU notifications and the Players’ statements were enclosed to the claim.

6. On 12 September 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement in reply to the EHF claim by 2 October 2017. The claim was enclosed to the letter. Finally, the Federation was informed on the composition of the Court of Handball members nominated to decide the case (the “Panel”).

7. On 2 October 2017, the Federation filed a written statement which may be summarised as follows:

- The Federation immediately undertook an investigation during which the

Players stated having received the medications from the team doctor (the “Doctor”) but nothing else on their own. They trusted the Doctor, which is why they did not check what the Doctor gave them.

- The Players agreed to take a polygraph test which results were enclosed to the statement and showed that the Players were not involved in the use of the Prohibited Substance.
- The Federation requested the competent law enforcement authority to conduct an investigation relating to the Doctor’s behaviour.
- The Federation underlined abiding by the principle of fair-play and wished to find the truly responsible person.
- The Federation requested the Panel to impose the minimum fine.

8. On 12 December 2017, the Federation provided the information that the competent law enforcement authority reclassified the Doctor’s actions as an administrative offense and not a criminal one, concluding that the latter, in full awareness, gave Meldonium to the Player at the training camp, pretending that he was providing vitamins and biologically active additives. The case was therefore forwarded to the competent State court before being transferred to the Regional Court upon the Doctor’s request. Hence, the Federation requested the hearing to be postponed.

9. On 13 December 2017, the Panel sent a letter to the Federation whereby the request to postpone the hearing was denied, adding that further information relating to any substantial assistance of the Player may be filed at a later stage.

10. On the same day, the Federation sent the decision of the court from the capital city to transfer the case to the court of the Regional Court.

11. On 14 December 2017, the Federation sent the decision of the judge of the Regional Court to initiate legal proceedings in the case against the Doctor and to prepare a hearing to be held on 26 December 2017.

12. On 29 December 2017, the Federation submitted the judgement rendered by the Regional Court as according to which the Doctor has committed an administrative offense is suspended for one year and six months from “[...] rendering state and municipal services or conduct activity in the sphere of athletes’ training (including medical supervision), organisation and holding of sports events [...] or to conduct medical or pharmaceutical activity.”

II. Decisional Grounds

1. Article 2.1 of the Regulations states as follows:

“2.1.1. It is each Player’s personal duty to ensure that no Prohibited Substance enters his/her body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Player’s part be demonstrated in order to establish an anti - doping rule violation under article 2.1.

2.1.2. Sufficient proof of an anti - doping rule violation under article 2.1 is established by any of the following: presence of a Prohibited Substance or its



Metabolites or Markers in the Player's A Sample where the Player waives analysis of the B Sample and the B Sample is not analysed; or, where the Player's B Sample is analysed and the analysis of the Player's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's A Sample; or, where the Player's B Sample is split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.

2.1.3. Excepting those substances for which a quantitative threshold is specifically identified on the Prohibited List or International Standards, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation."

2. It is undisputed between the Parties and admitted by the three Players that they have committed ADRV under Article 2.1 of the Regulations. The compliance of the Laboratory with the applicable International Standard for Laboratories when conducting the analysis is also undisputed.

3. The Players' A samples tests conducted by the WADA-accredited laboratory revealed the presence of Meldonium, a metabolic modulator listed under Class S4.5.3 of the 2017 WADA prohibited list (the "Prohibited List") and prohibited at all times (in- and out-of-competition). The Players waived the analysis of the B-Sample.

4. Consequently, the presence of the Prohibited Substance in the A-Samples and the fact that it is not a threshold substance are sufficient to establish the ADRV of the three Players.

5. Article 10.2.2 of the Regulations relating to sanctions on national federations states:

"If more than two (2) members of a team are found to have committed an anti-doping rule violation during an EHF Competition period, the competent EHF deciding legal bodies shall impose an appropriate sanction on the respective National Federation or club to which the members of the team belong in addition to any Consequences imposed upon the individual Players committing the anti-doping rule violation.

The following sanctions are applicable:

- a. Automatic disqualification of the team from the Competition. In that case, the team shall lose all games already played by forfeit.*
- b. Ban of the national team or club team from participation in EHF Competitions as defined in the EHF List of Penalties.*
- c. Fine on the National Federation(s) or club(s) as defined in the EHF List of Penalties.*

In any case, the National Federations or clubs shall be obliged to reimburse EHF for all costs related to the violation of these Regulations and the EHF shall be allowed to withhold some or all funding or other non-financial support to the National Federation or the clubs concerned."



6. Article F.2 b) of the EHF List of Penalties sets forth as follows as regards infringements by two or more players of a team in a match:

“In a European Championship: beside the individual suspension (see F.2 a), an international suspension for 2 to 3 years of the national team concerned as well as its exclusion from the next EHF Championship in the same category for which the nation concerned would be qualified. In addition, a fine of between €3.750 to €45.000 payable by the member federation concerned.”

7. In accordance with Article 12.1 of the EHF Legal Regulations, the Panel shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the frame of the aforementioned sanctions.

8. Ensuring a clean handball is of utmost importance for all stakeholders involved. It is crucial for the interest of our competition as it ensures the equality of chances among all participants, be it players or teams. It is crucial for the future of our players not to jeopardise their health and also their reputation. Besides, and in connection with the elements herewith exposed, the overall credibility of our sport is at stake, not only towards sponsors but also towards the public opinion including past, current and future players.

9. In this respect, the Panel’s view is that the violations being dealt with in the present case are serious and must be sanctioned accordingly while keeping in mind the principle of proportionality.

10. Regarding the disqualification of the Federation from the Competition, the Panel underlines the strict wording and thus application of the aforementioned dispositions. Hence, in accordance with the Regulations, the Federation is disqualified from the Competition. All games shall therefore be considered as lost by forfeit and the second place of the Federation retrospectively annulled. All silver medals shall therefore be returned.

11. Regarding the amount of the fine to be imposed, the Panel takes the following into consideration.

12. First of all, the extent of the violation and thus seriousness of the violation as three players from the same team being controlled positive demonstrates a systemic issue rather than an isolated one.

13. Second, the choice as to the Doctor put in charge and thus the inherent responsibility as to any wrongdoing is with the Federation.

14. Finally, it has been confirmed by the Federation at the Players’ hearing held on 20 December 2017, that no anti-doping education took place prior to the Competition. It demonstrates the careless attitude adopted by the Federation and such element is thus regarded as an aggravating circumstance by the Panel.



15. Hence, the Panel decides to impose a fine of €20.000 (twenty-thousand Euro).

16. Regarding the suspension from EHF competitions, the Panel decides to impose a suspension of two (2) years on the team concerned of the same category.

17. This suspension and exclusions are deferred for a probationary period of two (2) years. Indeed, and in accordance with Article 17 of the EHF legal Regulations, the Panel believes that the aim of the sanction is also to prevent any further similar infringements to occur again and that such aim can also be achieved in light of the deterrent effect inherent to the length of the sanction imposed. Furthermore, the Panel believes that, at this stage, the development of a generation of handball players shall not be hindered by the imposition of a too strict suspension.

18. For the sake of completeness, the Panel also took into consideration the genuine willingness displayed by the Federation to cooperate throughout the present proceedings but also the various investigations taken in the given country.

III. Decision

The Federation shall pay a fine of €20.000 (twenty thousand Euro).

The Federation is suspended from participation in the next EHF competition of the same category for two (2) years. This sanction is deferred for a probationary period of two (2) years.

The Federation is disqualified from the Competition. All matches are lost by forfeit. The silver medal is thus forfeited.

The medals shall be returned to the EHF Office.



**EHF Court of Handball
Decision
Case n° 18 20504 3 1 CoH
14 May 2018**

In the case against

Coach X...

Panel

Kristian Johansen (Faroe Islands)
Ioannis Karanasos (Greece)
Urmo Sitsi (Estonia)

Derogatory Remarks; Interview Foreign Media; Code of Conduct; Principle of Fair-Play; Credibility and Disrepute of EHF and Handball; Fine.

I. Facts

1. On 8 March 2018, the 2017/18 Men's EHF Cup Group phase match: Club X... vs. Club Y... took place (the "Match"). Official B of Club Y..., Coach X... (the "Coach"), received a direct disqualification for which he was subsequently further sanctioned in accordance with a decision of the Court of Handball dated 15 March 2018 (case n°182050131).

2. On 22 March 2018, an interview of the Coach was published on the website of a Spanish newspaper (the "Media"). A part of the interview was directly related to the direct disqualification from the Match and the subsequent sanction imposed.

3. On 4 April 2018, based on Article 26 of the EHF Legal Regulations, the Initiator of Proceedings requested the Court of Handball to initiate disciplinary proceedings against the Coach for derogatory statement in media, considering that, as coach of both Club Y...

(the "Club") and the Federation X... (the "Federation"), the latter had the obligation to abide by the principles of fair play and respect being, in particular, clearly stated in the Code of Conduct signed by both entities. The Initiator added that the statements questioned the independency, impartiality and probity of EHF referees and thus of EHF competitions. The claim was mainly based on the following remarks (translation):

- The Coach feels persecuted by the referees.
- Referees are always in the best hotels and cars, which is the reason why they are fat, while the national teams are in mediocre hotels with bad food.
- A lot of referees' decisions are intentional, since everybody knows that some teams are untouchable in handball like Denmark, France and Germany. They can do what they want, which is not fair.
- When referees make mistakes and he protests, he is being threatened, he is nevertheless not afraid, especially because these persons sometimes smell like alcohol when they approach him.
- In a match one of the referees told him to calm down since he would win the match and in the second half the referees' decisions were in his favour.
- Referees are thus in this sport only by interest.

4. On 6 April 2018, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Coach on the basis of the Initiator of Proceedings' claim. The Coach, the Club and the Federation were invited to send a statement to the Court.



5. On 9 April 2018, the composition of the Court of Handball's panel (the "Panel") nominated to decide the case was provided to the parties.

6. On 25 April 2018, the Federation filed a statement that may be summarised as follows. According to Section B, Paragraph 1 of the EHF List of Penalties, there is no substantive legal basis to disciplinary sanction the Coach as his statements were not provided during the organisation of a match and/or at the occasion of a match and the Code of Conduct provisions consequently do not apply. Furthermore, the Coach expressed his general and personal views based on his experience. The Federation understands that it may require a reaction from the EHF; however, the EHF has, in other situation such as illegal betting, never requested the opening of disciplinary proceedings. The President of the Federation had a discussion with the Coach relating to the latter's reactions and communication. Finally, the Federation underlined that the EHF alone will decide on its own disciplinary procedure. Nevertheless, the Federation expects the present procedure to be terminated and all charges dropped.

II. Decisional Grounds

Preliminary Remark

1. As a preliminary remark, the Panel wishes to clarify a few elements brought forward by the Federation in the closing paragraph of their statement whereby the EHF legal bodies' independence and impartiality is questioned and the principle of due process undermined. Hence, on the one hand, the Panel hereby reminds the Federation that the entire EHF legal system is grounded within the

fundamental principle of power separation. Furthermore, all procedural aspects are being ruled in accordance with regulations having been democratically adopted and amended and not defined unilaterally by the EHF so as the principle of due process is respected. To conclude, implying that EHF legal bodies statutorily in charge of the administration of justice lack independence is not only erroneous but represents a threat to the system credibility when coming from a member federation involved in the democratic process within which the present body of first instance finds its existence and competences.

As Regards the Legal Basis and the Coach's

2. It is undisputed by the Parties that the Coach is coach of both the Club and the Federation.

3. Both entities, when registering into the relevant competitions in which they participate, agree to comply with the obligations set forth in the applicable regulations and the Code of Conduct.

4. The Federation argues that there is no substantive legal basis to sanction the Coach. In this regards, the Panel wishes to recall the following legal bases.

5. According to Article 22 of the Code of Conduct Agreements:

"Depending on the severity of the violation/offence, warnings and punishments according to the EHF Legal Regulations and the EHF List of Penalties up to consequences in the full extent of the ruling within this Agreement may be awarded by the responsible legal body



within the EHF. Legal remedy can be used accordingly.”

6. According to Article 1.1 of the EHF Legal Regulations:

“The present regulations shall govern the legal activities within the EHF. Proceedings shall be conducted to penalise infringements of Regulations, including those of an administrative nature and in particular infringements committed prior to, during or after a game or while travelling to or from a venue or staying at a venue, and to settle disputes between handball/EHF related entities and/or individuals. Proceedings may be conducted to decide upon issues relating to international players’ transfers between EHF member federations and associated federations, to international handball competitions in Europe, or to EHF activities.”

7. Article 6.1 of the EHF Legal Regulations specifies:

“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction.”

8. Introduction of Article B of the EHF List of Penalties relating to sanctions

“(by a club, a member/associated Federation, their officials, a player, an EHF Official, an EHF Functionary or any other person charge by a member/associated federation or club to exercise a function within the member/associated federation

or club and/or during the organisation of a match and/or at the occasion of match).”

9. It follows therefrom that there exists multiple and sound legal bases to sanction the Coach for his behaviour although this behaviour took place after the Match. Indeed, the interpretation made by the Federation is erroneous since the Coach’s statements have been triggered by his attitude for which he received a direct disqualification during the Match and the subsequent sanction he received.

10. As regards the nature of the statements made by the Coach, the following legal bases shall in particular be considered.

11. In its Introduction, the Code of Conduct agreements signed by the Club on 23 June 2017 and the Federation on 24 March 2017 state:

“This Code of Conduct Agreement (Code) applies to all clubs, clubs officials, club related players, and club related persons [...]”

“This Code of Conduct Agreement (Code) applies to all National Federations, National Federations’/teams’ officials [...]”

12. In its Paragraph 2, both Code of Conduct Agreements state that National Federations and Clubs shall:

“[...] display courtesy and respect towards the opposing team, the EHF and its officials as well as EHF Partners and other EHF related organisations and persons.”

13. Furthermore, as the statements at stake relate to facts having occurred during a match of the Men’s EHF Cup, the



Panel hereby wishes to recall that Article 2, Introduction of the 2017/18 EHF Cup Regulations, states as follows:

“The principles of fair play shall be observed by the EHF Member Federations and their clubs in all matches. This includes not only the treatment of the guest club, the referees and delegates but also the behaviour of the spectators towards all participating parties. On entering the competition, EHF Member Federations, clubs and each and every of their members, including players and team officials, shall: [...] Respect all participants (players, officials, spectators, media representatives, etc.) [...] Promote the spirit of sportsmanship.”

14. It follows therefrom that the Coach had the obligation to adopt a sportsmanlike and respectful conduct towards EHF referees. The attitude displayed is directly linked to (i) the Match and (ii) the status of the various parties (i.e. Coach, referee and the EHF).

15. In this respect, the Panel wishes to underline that fair play and its components, such as a sportsmanlike and respectful attitude to adopt towards EHF officials, constitute a core obligation having to be complied with on and off the playing court, regardless the mean of communication used (e.g. interviews), as well as any spatial (e.g. location from where the behaviour is displayed) and/or temporal condition (e.g. before, during and after a match).

16. The Panel has carefully reviewed the content of the Coach’s statement and finds that by declaring in particular that EHF referees favour some teams and/or persons, persecute him in some cases or advantage him in others, smell like alcohol and are fat, the Coach clearly questioned and threatened the referees’ integrity, impartiality and dignity. Furthermore, such allegations based on no further element that the Coach’s personal and subjective opinion are likely to raise suspicions on possible match manipulations and the credibility of our sport.

17. Thereby, the Panel finds that these remarks and behaviour contravenes the principles of respect, fair-play and sportsmanship defined in the applicable EHF competition regulations and in the EHF Code of Conduct and bring the sport of handball and the EHF into disrepute and shall therefore be sanctioned.

18. In light of the foregoing, in accordance with the EHF legal bodies’ case law and pursuant to Articles 12.1, 12.2, 15.1, 16.1 a) of the EHF Legal Regulations and B.3 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Coach a fine of €5.000 (five thousand Euro) for derogatory remarks in the media towards EHF referees which may bring handball and the EHF into disrepute.

III. Decision

The Coach shall pay a fine of €5.000 (five thousand Euro) for derogatory remarks in the media towards EHF referees which may bring handball and the EHF into disrepute.



**EHF Court of Handball
Decision
Case n° 18 20502 1 1 CoH
4 June 2018**

In the case against

Federation X...

Panel

Henk Lenaerts (Netherlands)
Kristian Johansen (Faroe Islands)
Viktor Konoplyastyi (Ukraine)

*Withdrawal Organisation & Participation;
Fine; Suspension from Organising; Costs
Reimbursement.*

I. Facts

1. On 2 November 2017, the Handball Federation X... (the "Federation") registered to participate in the Competition by signing, stamping and returning the registration form.

2. On 21 November 2017, the qualification draw took place, according to which the Federation was drawn to play in Group 5 along with four other national teams. The first organisation right belonged to the Federation.

3. On 4 December 2017, the Federation confirmed the organisation of the subsequent tournament (the "Tournament").

4. Few days before the Tournament, due to security reasons, the decision to change the venue from one city to another was taken by the Federation.

5. On 23 March 2018, the Federation informed the EHF that due to a decision

from the Ministry of the Interior, the first match between of the Federation, scheduled to take place on the same day, was cancelled due to security reasons. The second match scheduled the same day was maintained and the remaining matches of the Tournament were not in question at this stage.

6. On 24 March 2018, the Federation informed the EHF that all remaining matches were cancelled in order to comply with a decision of the Ministry of the Interior taken due to security issues.

7. On 3 April 2018, the EHF requested the Court of Handball to initiate legal proceedings following the cancellation of the Tournament. The Federation's registration form, the Federation's confirmation to organise the Tournament, the Federation's letter whereby the match was cancelled, the cancellation decisions taken by the Ministry of Interior, the EHF delegate's reports, the information letter sent by the EHF to the Tournament participants and a statement by the EHF Competitions Business Unit summarising the factual situation were enclosed to the claim.

8. On 4 April 2018, the Court of Handball officially informed the parties on the opening of legal proceedings against the Federation on the basis of the EHF claim. The Federation was invited to send a statement to the Court.

9. On the same day, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.



10. On 23 April 2018, the Federation sent a statement in reply to the Panel. This statement may be summarised as follows. The Federation had to comply with the decisions taken by the Ministry and undertook their best efforts to secure the safe conduct of the Tournament, adding that “the absence of the matches was not the result of anyone’s will, lack thereof and/or carelessness, but an unequivocal case of vis major”. Consequently, the Federation is of the opinion that the Federation did not infringe its obligations. Finally, the Federation underlined having been a noteworthy partner of the EHF for the past 20 years, requested a hearing and invited the Court of Handball to deny the EHF claim in its entirety.

11. On 27 April 2018, the Panel informed the Federation that after having carefully reviewed the Federation’s request in light of the circumstances of the case, no oral hearing was deemed necessary, précisant that the facts and arguments brought forward by the parties were clear and comprehensive. In this perspective, the Panel underlined being in possession of the necessary documents to assess the situation and reach a decision without the necessity to hold a hearing during which, the Panel believed, no argument that had not yet or may not be sent in writing were likely to arise. Hence, no additional costs shall be incurred if not justified. Finally, the Panel underlined that due process is a central concern and consequently invited the Federation to send in writing any additional argument they may have by 7 May 2018 if wished.

12. On 2 May 2018, the Court of Handball forwarded additional costs incurred by the one of the participating federations as a consequence of the Tournament cancellation and précisant that this document shall be regarded as an integral part of the case file.

13. No further communication took place.

II. Decisional Grounds

1. The Panel has thoroughly reviewed and analysed the documents sent by the parties and summarised in the above statement of facts. In light of such elements, the Panel notes that the following facts are confirmed and undisputed:

- The Federation registered to participate in and organise the Tournament. Due to security issues, only one match of the Tournament could take place. The Federation did not play any match and the Tournament was eventually cancelled.

2. The decision of the Panel is based on the elements exposed hereinafter.

3. In registering into the competition, National Federations agree to accept and apply all conditions governing the given competition in all aspects, including the EHF Statutes and the applicable regulations. The compliance with all applicable rules is the minimum condition to offer fair, sustainable and professional handball competitions at European level.



4. Article 12.1 of the EHF Statutes provides as follows:

“Members elected as organisers of any EHF competitions have the obligation to organise, prepare and stage such competitions in accordance with the EHF Statutes and Regulations. They commit to act accordingly towards all other Members. Any failure to comply with such obligation and commitment may be sanctioned according to the applicable EHF Legal Regulations.”

5. Article 4.3 of the Younger Age Categories EURO Qualification Regulations applicable to World Championship Qualification Europe in accordance with its Article 1.1 (the “Regulations”) reads as follows:

“The YAC EURO Qualification tournaments are staged and organised by the participating Member Federations.”

6. Article 5.16 of the Regulations states:

“On entering the Competition, participating Member Federations and each and every delegation member agree:

[...]

c) to stage and participate in all matches in the Competition in all matches in accordance with the present YAC EURO Qualification Regulations and any other applicable regulations.

d) to comply with to comply with all decisions regarding the Competition taken by the EHF Executive Committee, the EHF Office or any other competent body and communicated appropriately (by official letter, fax or email)

e) to observe the EHF Rules on Safety and Security Procedure for all matches in the Competition

f) to indemnify, defend and hold the EHF free and harmless against any and all liabilities, obligations, losses, damages, penalties, claims, actions, fines and expenses of whatsoever kind or nature resulting from, arising out of, or attributable to any non-compliance by the participating Member Federation or any of its players, officials, employees, representatives or agents with these EHF YAC EURO Qualification Regulations.”

7. Subsequently, the Federation had the obligation to (i) organise and to (ii) participate in the Tournament. By not doing so, the Federation infringed these obligations.

8. Under Article 6.1 of the EHF Legal Regulations:

“Infringements of Regulations including those of an administrative nature, unsportsmanlike conduct, facts that may bring the sport of handball and the EHF into disrepute as well as violent behaviour in and around playing halls are subject to sanction.”

9. In accordance with Article 12.1 of the EHF Legal Regulations, the Court of Handball shall determine the type and extent of the penalties and measures to be imposed considering all the objective and subjective elements of the case as well as all mitigating circumstances and aggravating circumstances, within the frame provided in Articles 14 and when relevant in the EHF List of Penalties.



10. The Federation argues having been precluded from complying with these obligations as they had to comply with the decisions of the Ministry taken under local the national laws which shall therefore be regarded as a case of *vis major*.

11. The Panel hereby underlined that essential components of the aforementioned legal concept are the unpredictable and irresistible nature of the given event. In the present situation, the occurrence cannot be defined as such. Indeed, security issues were related to the participation of one of the participating teams and the subsequent match to be played against the Federation. In light of the current situation between both countries, security issues in connection with the Tournament were therefore likely to arise and thus known by the Federation. Hence, the arguments presented by the Federations are not of a nature to relieve the latter from its obligations to organise and participate in the Tournament.

12. Nevertheless, and as set out in Article 12.1, the Panel shall take into consideration the factual elements of the case to define the type and extent of the sanctions to be applied. In this perspective, the Panel takes into account that the decisions of the Ministry constitute an external intervention beyond the Federation's area of control.

13. Article D.5 of List of Penalties foresees a fine comprised from €15.000 to €500.000 in case of withdrawal from the organisation of an EHF national teal competition after official granting of the rights.

14. Article 6 of the Regulations entitled "withdrawal, failure to play and similar cases" distinguishes mainly between situations of withdrawals and failures to play to define two ranges of fines to be applied.

15. The Federation contends that they neither withdrew nor failed to participate in and organise the Tournament.

16. The Panel agrees that semantic is crucial and hereby draws the attention of the Federation to the fact that the term "withdrawal" is a rather neutral word and concept applicable regardless of whether or not an external influence occurred and not requiring any notion of voluntary fault, these elements would simply constitute aggravating circumstances if present. Hence, the Panel finds that the action to remove itself from the participation in and organisation of the Tournament constitutes a withdrawal. For the sake of completeness, the Panel could also have chosen to qualify the Federation's absence of participation as a failure; however it would trigger a broader fine range which would be detrimental to the Federation.

17. In view of the foregoing, the Panel decides to impose on the Federation a fine of €15,000 (fifteen thousand Euro), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision.

18. Indeed, and in accordance with Article 17 of the EHF Legal Regulations, the Panel believes that the aim of the sanction is also to prevent any further similar infringements from occurring again and that such aim can also be achieved in light of the deterrent effect inherent to the amount of the fine.



19. Furthermore, in accordance with Articles 6.2 of the Regulations and 12.4 of the EHF Legal Regulations, the lump-sum advance payment and the solidarity contribution must be forfeited to the credit of the EHF and the Federation is liable to compensate all additional costs and expenses and financial damages incurred or suffered by the EHF and/or the participating National Federations as a result of the Federation's infringement.

20. Hence, at this stage, the Federation shall reimburse the Norwegian Handball Federation for the additional costs amounting to €6.058 (six thousand fifty eight Euro). The Panel finds the requests supported by sufficient material evidence.

21. For the sake of clarity, the two other participating National Federations are not precluded from requesting reimbursements. Any additional requests of compensation/damage posterior to the present decision shall be materially substantiated by the requesting party.

22. In addition, according to Article 12.3 of the EHF Legal Regulations the EHF Court of Handball may impose penalties defined in Article 14 of the herein mentioned regulations in light of the circumstances of the case. Consequently, taking into consideration the infringements and the hereabove exposed arguments; the Panel decides to suspend the Federation from organising any EHF younger age categories national team competitions for a period of two years.

23. Finally, and for the sake of completeness, the exclusion of the Federation from the Competition is confirmed.

III. Decision

The Federation shall pay a fine of €15,000 (fifteen thousand Euro) for having withdrawn from the organisation of and failed to participate in the Competition, half of which is deferred for a probationary period of two (2) years.

The Federation is suspended from organising any EHF younger age category national team competition for a period of two (2) years.

The Federation shall be liable for any additional costs, expenses and/or damage compensation incurred and/or suffered by the EHF or the National Federations having participated in the Tournament.



**EHF Court of Appeal
Decision
Case n° 17 20458 1 2 CoA
25 October 2017**

In the appeal filed by

Club X...

Panel

Markus Plazer (Austria)
Jens Bertel Rasmussen (Denmark)
Roland Schneider (Switzerland)

Match Result Protest Granted; Penalty Throws; Decision of EHF Officials not Based on The Observation of Factual Elements; Extra Costs.

I. Facts

1. The second leg match of the 2017/18 Men's EHF Cup Qualification Round 2 between Club Y... and Club X... took place on 15 October 2017 (the "Match").

2. Following the Match, Club Y... filed a match result protest (the "Protest") whereby it the club argued that at the end of the sixty minutes of the Match, penalty throws had to take place to define the qualified team and not extra time contrary to the decision from the EHF referees and delegate (the "Officials").

3. The Court of Handball opened legal proceedings on 16 October 2017 and passed a decision on 18 October 2017. The first instance decided as follows:

"The protest filed by St. Petersburg HC is granted.

The penalty throws shall take place in order to define the team to be qualified to play the next round of the competition.

All costs and expenses arising out of the organisation of the penalty throws shall be borne by the EHF.

The amount of the protest fee shall be refunded to St. Petersburg HC."

4. Club X... (the "Appellant") lodged an appeal on 19 October 2017 against the decision of the Court of Handball. The Appellant argues in substance that Article 6.3 of the EHF Legal Regulations shall apply and therefore the decision of the EHF referees to play extra time shall be final. The decision to play extra time gave both teams the equal opportunity to win the Match and was even announced during the technical meeting; such decision even profited Club Y... as they could play extra minutes on their home court. The Court of Handball made use of Article 6.4 of the Legal Regulations which shall be used to correct minor decisions having led to an unfair outcome which is not the case in the present matter. Hence, the Appellant requests the Court of Appeal to maintain the aggregate result, if not to replay the entire Match in a neutral country or in the home venue of Club Y... Regardless the decision of the Court of Appeal, the EHF shall bear the costs.

5. On the same day, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide additional documents by 23 October 2017, 14:00hrs (UTC+1) if deemed necessary. The parties were also informed on the composition of the Court of Appeal Panel (hereinafter also the "Panel") nominated to rule upon the case. The file of first instance was enclosed.



6. On 20 September 2017, Club Y... filed a statement in which the Court of Appeal is requested to confirm the first instance decision.

II. Decisional Grounds

1. Pursuant to article 12.1 of the EHF Legal Regulations, the EHF Court of Appeal shall decide, at its own discretion, within the frame of the EHF Legal Regulations and EHF List of Penalties, after having taken into consideration the objective and subjective elements of the case as well as the possible mitigating and/or aggravating circumstances, the type and extent of sanctions and measures to be taken.

2. The Panel has thoroughly examined and reviewed all documents provided within the course of the first instance proceedings and the present appeal proceedings. The following facts are undisputed:

- At the end of the Match, the EHF Officials decided to play extra time instead of penalty throws in order to determine the team qualifying for the next round of the competition.

3. The Panel agrees with the Court of Handball, the EHF Officials must have applied Article 4.2, Chapter II of the 2017/18 EHF Cup Regulations as the legal basis applicable to define the format to be applied. In accordance with the aforementioned article, penalty throws had to take place.

4. The Appellant contends that in accordance with Article 6.3 of the EHF Legal Regulations, decisions and actions taken by referees on the playing court, including those based on EHF delegate's

recommendations, are factual decisions and shall be final. The Panel underlines that the aforementioned article does not apply in the present case since the decision of the EHF Officials was not made based on any factual observation of occurrences having taken place during the course of the Match but constitutes rather a decision outside this course and relating to the format to be applied in order to identify the winner of the Round. In other words, no assessment of the factual situation based on the observation of the course of the Match took place.

5. Consequently, the decision taken by the EHF Officials in the present situation does not fall under the scope defined in Article 6.3 of the EHF Legal Regulations.

6. The Appellant contends that Article 6.4 of the EHF Legal Regulations apply solely to minor decisions having led to an unfair outcome. The Panel hereby disagrees and recalls the wording of the aforementioned article according to which it also applies to obvious errors revealed by means of pertinent evidence.

7. In the present situation, the Panel fully agrees with the Court of Handball to qualify the mistake made by the EHF Officials as obvious and thus falling under the scope of Article 6.4 of the EHF Legal Regulations.

8. The Appellant also contends that the fact that extra time would be played in case of tie was agreed upon during the technical meeting. Whether such an allegation is proved is irrelevant. Indeed, and as established in first instance, no erroneous decision and/or information provided during the technical meeting shall be such as superseding any



applicable regulation. Regulations stand to ensure a fair and equal treatment of all participants throughout the course of an entire competition, no deviation shall therefore be admitted. In this perspective, the Panel wishes to remind the Appellant that not only the EHF Officials shall have knowledge of the regulations but so shall all participating teams in accordance with the pledge of commitment signed within the registration process.

9. Finally, the Appellant requests, in the event that the present Panel does not confirm the result of the Match, to replay the full match either on a neutral ground or in St. Petersburg. The Panel finds that the result of the Match after 60 minutes is not in question and is fully valid, just as the result of the first match. The Appellant's request is therefore rejected.

10. In light of the foregoing, the Court of Appeal hereby confirms the decision of the Court of Handball dated 18 October in its entirety and the appeal is thus rejected:

- In accordance with Article 14 of the EHF Legal Regulations, the result of the extra times shall be cancelled and penalty throws shall take place in order to define the winner of the Match and the team qualifying.
- In accordance with Articles 14.1 and 12.4 of the Legal Regulations, a warning is imposed on the EHF for the violation of its EHF Officials and subsequently all costs and expenses to be incurred shall be borne by the EHF.
- The penalty throws shall take place at a date to be fixed between all parties involved and the players' list applicable to the Match shall remain unchanged.

Regarding the list of players, and for the sake of clarity, the Panel hereby refers to the IHF Rules of the Game according to which players who are not suspended or disqualified at the end of the playing time are entitled to participate in the penalty throws.

III. Decision

The appeal of the Club is rejected.

The first instance decision of the EHF Court of Handball n°172045811 dated 18 October 2017 is upheld.

All costs and expenses arising out of the organisation of the penalty throws shall be borne by the EHF.

Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be forfeited to the credit of the EHF.

The protest fee shall be refunded to Club Y....



**EHF Court of Appeal
Decision
Case n° 18 20492 1 2 CoA
15 March 2018**

In the appeal filed by

Federation Y...

Panel

Jens Bertel Rasmussen (Denmark)

Maxim Gulevich (Russia)

Nicolae Vizitiu (Moldova)

Eligibility Criteria; Presence on the Delegation But Absence on the Match Report; National Federation's Obligation to Control and Sign the Match Report.

I. Facts

1. The Group Phase match (Round 4) of the 2019 Men's World Championship Qualification Phase 1 between Federation Y... and Federation X... took place on 13 January 2018 (the "Match").

2. Following the Match, Federation X... filed a protest (the "Protest") whereby it is argued that Player X... (the "Player"), of Federation Y..., was not eligible to play as he appeared on the delegation list (the "Delegation List") but not on the official match report (the "Match Report").

3. The Court of Handball opened proceedings on 22 January 2018 and passed a decision on 16 February 2018. The first instance decided as follows:

"The protest filed by Federation X... is granted.

The result of the Match shall be 0:10 goals and 0:2 points in favour of Federation X...

The protest fee shall be refunded."

4. Federation Y... (the "Appellant") lodged an appeal on 20 February 2018 against the decision of the Court of Handball. The Appellant argues in substance that the body of first instance wrongly established the factual situation and misapplied the applicable rules and regulations. The Appellant therefore requests the Court of Appeal to overrule the first instance decision.

5. As regards the factual situation, the Federation argues in substance that the delegate's (the "Delegate") tasks are not only administrative, he did not respect the timing sets forth in the regulations regarding the delivery of the Match Report, the atmosphere and pre-match conditions are not irrelevant as they have an influence on the Delegate and the latter did not notice the absence of the Player during the line-up.

6. As regards the misapplication of material law, the Appellant underlines that in accordance with Article 13.8 of the EHF EURO Qualifiers Regulations (the "Regulations"); sixteen (16) players were selected on the Delegation List and in the Match Report checked, verified and signed by the Delegate and the referees. Article 13.10 of the Regulations was used partially and if used correctly, the Player met all criteria defined in Article 12 and was fully eligible to play. The Court of Handball overlooked the fact that this article deals with two key and determining terms (i.e. "by the announced date" and "playing period"), which define the scope of the provision and display the clear intention of the legislator. No single word in this article refers to the Match Report, with or without technical errors, as being eliminatory criteria having an impact on



the players' eligibility. The Court of Handball did not refer to Article 18.2 and 18.5 of the Regulations. Furthermore, only the Delegate has access to the system to prepare the Match Report, National Federations can therefore not be held responsible as they have no control or access to it. Finally, the Appellant emphasised that the logs of the Delegate should be requested and that the EHF live ticker system displayed a list where the Player was present.

7. On 21 February 2018, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide additional documents by 28 February 2018, 18:00hrs (UTC+1) if deemed necessary. The parties were also informed on the composition of the Court of Appeal Panel (the "Panel") nominated to rule upon the case. The appeal statement was enclosed.

8. Federation X... (the "Respondent") filed a statement on 28 February 2018 that may be summarised as follows. The Appellant's arguments are irrelevant since, while it is true that the Delegate has the duty to prepare the Match Report, the final responsibility as to the accuracy of the document is with National Federations. There is no reason to doubt the Delegate's additional report whereby he explains that due to infrastructure problems, he received the Match Report thirty (30) minutes before the Match and handed it in to the teams. Both teams received it at the same time; it is obvious that even a serious, careful and complete check takes only a few minutes. Furthermore, the limit of one (1) hour before a match is only procedural and does not imply any legal consequence. The Appellant's official even admitted having signed without reading or

checking the Match Report. Finally, the Respondent underlined that EHF regulations enable teams to compete under fair and clear conditions, by not complying with them; the Appellant must therefore bear the responsibility and the subsequent consequences.

9. The Respondent's statement was provided to the Appellant on 1 March 2018 with the information that the Court of Appeal was now in possession of all necessary documents to reach a decision.

II. Admissibility

1. The statement of appeal as well as the appeal fee has been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of the appeal filed. It is undisputed by the parties.

III. Decisional Grounds

1. Pursuant to article 12.1 of the EHF Legal Regulations, the EHF Court of Appeal shall decide, at its own discretion, within the frame of the EHF Legal Regulations and EHF List of Penalties, after having taken into consideration the objective and subjective elements of the case as well as the possible mitigating and/or aggravating circumstances, the type and extent of sanctions and measures to be taken.

As to the Assessment of the Factual Situation

2. The Appellant contends that the first instance body wrongly established the factual situation. The Panel disagrees with this argument and underlines that what the Appellant refers to as the factual



situation revolves in facts around the extent of the Delegate's competence regarding the Match Report, the atmosphere surrounding the Match and the moment when the Delegate submitted it to the teams.

3. Hence, the Panel, after having thoroughly examined and reviewed all documents provided within the course of both instances, agrees and confirms the factual observation made by the Court of Handball:

- Sixteen (16) players were circled by the Appellant on the Delegation List at the technical meeting.
- Fifteen (15) players were present on the Match Report handed in by the Delegate and signed by the Appellant's responsible person. The Player was not mentioned.
- Both teams signed the Match Report.
- The Player took part in the Match.

As to the Nature of the Delegate's Work Regarding the Match Report

4. The Appellant submitted a list of tasks to argue that the Delegate's task is not solely administrative. The Panel hereby clarifies that the present case only relates to the nature of the Delegate's work with regards to the Match Report, the assessment to be made is thus limited to this scope.

5. In this perspective, Articles 13.7, 18.2 and 18.5 of the Regulations are clear:

"13.7. The match report must contain the names and number of the sixteen (16) players and six (6) team officials of the Official Delegations. The match report is prepared by the Host Federation after the

technical meeting based on the Official Delegation forms, is checked by the EHF delegate(s) and handed over to the team officials in charge in due course before the throw-off of the match. One (1) hour prior to the throw-off of the match the team officials in charge must check the pre-prepared match report, confirm the participating players, reduce the number of team officials to four (4) by crossing out up to two (2) team officials listed per delegation and sign the match reports.

18.2. The match report containing the names of the players and officials of the teams' Official Delegations as well as their respective numbers or letters is prepared by the EHF delegate after the technical meeting based on the Official Delegation forms, it is checked by the EHF delegate(s) and handed over to the team officials in charge in due course before the throw-off of the match.

18.5. The EHF delegate coordinates and is responsible of the match report procedure before the throw-off."

6. The duty of the delegate is therefore limited to the coordination and preparation of the Match Report, which must be considered as a duty of administrative nature for which delegates shall make their best efforts. However, and as will be further developed below, the ultimate responsibility as to the content of the Match Report is with the respective teams' officials acting on behalf of National Federations.

7. The Panel consequently agrees with the finding of the Court of Handball as to the nature of the Delegate's duty regarding the preparation of the Match Report.



As to the Atmosphere/Conditions Surround the Match and the Timing of the Match Report Submission by the Delegate

8. The Appellant contends that the Court of Handball should not have found to be irrelevant the organisation conditions surrounding the Match. The Panel hereby finds such argument inconsistent as the obligation and the subsequent responsibility of National Federations to control and sign match reports is strictly unrelated to the organisational conditions of a match.

9. As regards the fact that the Delegate allegedly handed over the Match Report less than one (1) hour before the Match, the Panel underlines that although it is true that it may put the respective teams under time pressure, this time limit remains a simple procedural indication and does not prevent nor exonerate the teams' officials to control and sign the document.

10. Finally, as regards the Appellant's argument relating to the absence of player's names and numbers controls to be performed by the EHF officials during the pre-match line-up, the Panel, once again, recalls that it is neither the Delegate's nor the referees' work to double-check whether the Match Report confirmed by the respective national teams is accurate or not. Such an argument is therefore irrelevant.

As to the Applicable Regulations Relating to Eligibility to Participate in a Match

11. Article 13.8 of the Regulations states:

"Only the sixteen (16) players of the match report are allowed to play in the respective match of the EHF EURO Qualifiers."

12. Article 13.10 of the Regulations specifies:

*"Players not meeting the eligibility criteria defined in article 12 are not eligible to participate in the EHF EURO Qualifiers. **Players not registered in accordance with the present article 13** and/or by the announced date are not eligible to participate in the respective EHF EURO Qualifiers playing period."*

13. Regarding this Article 13.10, the Panel firmly disagrees with the Appellant. The first sentence relates strictly to Article 12 of the Regulations, i.e. eligibility criteria with regards to nationality, and is thus irrelevant in the present case. The wording of the second sentence refers clearly to Article 13 of the Regulations which relates to (i) the Official Squad List from 13.1 to 13.5, (ii) the Official Delegation in 13.6 and (iii) to the Match Report from 13.7 to 13.9. Articles 13.11 to 13.19 are not related to the present case and Article 13.20 the legal consequences in case of participation of suspended and/or players not eligible and will be considered at a later stage.

14. In this perspective, in order for a Player to be eligible, several criteria defined in Article 13 must be cumulatively fulfilled such as being present on the Delegation List to be sent in time and on the Match Report. If one of these criteria



is missing, the player becomes ineligible. One of these criteria is the presence on the Match Report. The use of “and/or” display that the registrations criteria set in Article 13 and the announced date are not mutually exclusive, one or the other may occur.

15. Hence, the Panel finds the presence on the Match Report to be a *sine qua non* (indispensable) condition to be eligible to participate. The Player was therefore not eligible to take part in the Match, in line with the findings of the Court of Handball.

As to the Responsibility of the Match Report Content

16. Article 13.7 of the Regulations:

*“The match report must contain the names and number of the sixteen (16) players and six (6) team officials of the Official Delegations. The match report is prepared by the Host Federation after the technical meeting based on the Official Delegation forms, is checked by the EHF delegate(s) and handed over to the team officials in charge in due course before the throw-off of the match. One (1) hour prior to the throw-off of the match the **team officials in charge must check the pre-prepared match report, confirm the participating players, reduce the number of team officials to four (4) by crossing out up to two (2) team officials listed per delegation and sign the match reports.**”*

17. Articles 18.2 to 18.5 state as follows:

*18.2. The match report containing the names of the players and officials of the teams’ Official Delegations as well as their respective numbers or letters **is prepared by the EHF delegate after the technical***

meeting based on the Official Delegation forms, it is checked by the EHF delegate(s) and handed over to the team officials in charge in due course before the throw-off of the match.

*18.3. One (1) hour before the throw-off of the match, **the pre-prepared match report must be checked and confirmed by the team officials in charge.** Moreover, the team officials in charge must reduce the number of team officials to a maximum of four (4) by crossing out up to two (2) team officials listed. Only those four (4) officials are eligible to be in the substitution area during the match.*

*18.4. The match report **must be signed by an official of each team** and be handed over to the EHF delegate(s) fifteen (15) minutes prior to the throw-off of the match.*

*18.5. The EHF delegate **coordinates and is responsible of the match report procedure** before the throw-off.”*

18. It follows therefrom that, as already established above, the Delegate’s work is solely administrative and that the final content of the Match Report, which includes the accuracy and completeness of the list of players chosen during the technical meeting, is the responsibility of the respective National Federations. Consequently, any consequence as to inaccuracies or incompleteness must be borne by the National Federation in question. By signing the Match Report, the Appellant confirmed its accuracy and completeness.



19. Furthermore, the Panel must acknowledge the lack of negligence and care displayed by the Appellant as they themselves recognise having “automatically” signed the Match Report although, and as established herein, the content of the Match Report is of utmost importance.

20. Finally, regarding the screenshot provided by the Appellant from the EHF live ticker page on which the Player was present, it is hereby underlined that this page is not technically connected only to the system in which the Match Report was created but can also be modified by external intervention. In addition, the only document having a probative and conclusive value is the original Match Report signed by both teams.

As to the Legal Consequences of the Absence of a Player on the Match Report

21. Article 13.20 of the Regulations sets forth:

“The use of a player who has been suspended and/or is not eligible to play in any EHF EURO Qualifiers match must be sanctioned in accordance with the applicable EHF Legal Regulations.”

22. Article 46.21 of the Regulations states:

*“The provisions of the EHF Legal Regulations, the EHF List of Penalties and the EHF Catalogue of Administrative Sanctions apply to all legal matters including procedural aspects and disciplinary offences committed by the teams, delegations, individuals and/or EHF Officials of the EHF EURO Qualifiers **unless***

stipulated otherwise in the present section.”

23. The Regulations and in particular its Section XXIII do not stipulate otherwise, the EHF List of Penalties must be applied.

24. Article B.6 of the EHF List of Penalties, entitled “Participation of a Player not Eligible to Play or Suspended” states:

“The participation of a player who has been suspended and/or is not eligible to play during a match of a competition organised by the EHF shall result in the match being scored as lost with the same result and in any case with 0:10 goals and 0:2 points.”

25. The Panel agrees with the body of first instance as to the clear and unambiguous wording of this article. Thus, the Match shall be deemed as lost by Federation Y..., the applicable score shall be 0:10 in favour of Federation X... and two (2) points shall be granted to the latter.

IV. Decision

The appeal of Federation Y... is rejected.

The first instance decision of the Court of Handball n°182049211 dated 16 February 2018 is upheld.

Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of €1.000 paid by the Appellant shall be forfeited to the credit of the EHF.

The protest fee shall be refunded to Federation X...



**EHF Court of Appeal
Decision
Case n° 17 20451 3 2 CoA
29 May 2018**

In the appeal filed by

Player X...

Panel

Markus Plazer (Austria)
Roland Schneider (Switzerland)
Janka Stasova (Slovakia)

*Anti-Doping Rule Violation; Non-Specified
Substance; Absence of Intent; Medal
Forfeited.*

I. Facts

1. The facts of the case may be summarised as follows:

2. Player X... (the "Player"), part of the national team X... (the "Federation"), was submitted to a doping test, i.e. urine sample, by the EHF Anti-Doping Unit ("EAU") on 1 August 2017 at the competition (the "Competition").

3. The WADA-accredited laboratory (the "Laboratory") sent the test report to the EAU on 17 August 2017 which showed that the Player's A-sample contained Meldonium, a prohibited metabolic modulator (the "Prohibited Substance"). A total of three players of the Federation tested positive to the Prohibited Substance.

4. The Federation was notified of the adverse analytical finding by the EAU the same day. The notification mentioned that according to Article 2.1 of the EHF Regulations for Anti-Doping (the

"Regulations"), the presence of the Prohibited Substance constituted an anti-doping rule violation ("ADRV"). The EAU invited the Federation to submit a therapeutic use exemption ("TUE") or, in case of absence of TUE, to submit a statement as to the situation. The Player's right to promptly request the B-sample analysis or to acknowledge the ADRV was outlined by the EAU.

5. By a statement sent by the Federation on 4 September 2017, the Player confirmed the ADRV and waived the possibility to analyse the B-sample. Additionally, the Player contended that, (i) the substance did not enter her body intentionally as it was probably administered by the team doctor (the "Doctor"), (ii) full cooperation will be provided in particular within the framework of investigations initiated against the Doctor in the given country and (iii) requested the legal body to issue a warning without suspension.

6. According to Articles 28.5 of the EHF Legal Regulations and 8 of the Regulations, the case was referred to the Court of Handball by the EHF on 11 September 2017. The body of first instance was requested to formally initiate proceedings, examine the circumstances and facts of the case to take all sanctions deemed necessary, particularly in light of Article 9 of the Regulations. Finally, according to Article 7.9.1 of the Regulations, the EHF requested the President of the Court of Handball to provisionally suspend the Player. The doping control form, the test report, the EAU notification, and the Player's Statement were enclosed to the claim.



7. Proceedings were officially opened on 12 September 2017. The parties were also informed on the composition of the Court of Handball to decide the case.

8. The Player was provisionally suspended by the President of the Court of Handball on the same day pertaining to a decision rendered in application of Article 7.9.1 of the Regulations.

9. A hearing took place in person on 20 December 2017.

10. The Court of Handball released its reasoned decision on 19 January 2018 according to which:

“The Player has committed a violation of Article 2.1 of the EHF Regulations for Anti-Doping and is therefore suspended for a period of ineligibility of twenty (20) months starting from 1 August 2017 and against which the period of provisional suspension imposed on 12 September 2017 shall be credited.

All results obtained by the Player, i.e. a silver medal at the Competition are disqualified, the medal is thus forfeited.

11. On 24 January 2018, the EAU, in accordance with Article 9.6.1.1 released a decision relating to the Substantial Assistance of the Player in which it is ruled as follows:

“In light of the foregoing, the EAU is of the opinion that the Player provided a substantial assistance to the extent assessed above which resulted in a law enforcement authority bringing forward and a Regional Court establishing the existence of an administrative violation against the Doctor.

Hence, the EAU agrees to suspend three (3) months of the period of ineligibility of twenty (20) months imposed by the Court of Handball on 19 January 2018. For the sake of clarity, the period of ineligibility is now of seventeen (17) months.”

12. The Federation, on behalf of the Player, filed an appeal on 31 January 2018 against both the decisions. The main arguments may be summarised as follows:

- The Player’s degree of fault or negligence shall be reconsidered. The Player could not select the medical personnel, due to her young age she trusted the Doctor as it had been with the team for three (3) years and no positive test took place. The Prohibited Substance entered the Player’s body because of the Doctor’s deliberate sabotage.
- The degree of Substantial Assistance provided by the Player was under considered by the EAU. The World Anti-Doping Agency (“WADA”) shall be requested to assess the Substantial Assistance.
- A warning shall be imposed on the Player.

13. The EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide additional documents by 14 February 2018, 18:00hrs (UTC+1) if deemed necessary. The parties were also informed on the composition of the Court of Appeal Panel (or the “Panel”) nominated to rule upon the case. The appeal statement was enclosed. Furthermore, the Court of Appeal précised that both appeals will be assessed jointly as they both fall under the jurisdiction of the Court of Appeal

according to Articles 39 of the EHF Legal Regulations and 12.2.1 of the Regulations.

14. The Federation sent on 27 January 2018 a non-official translation of the appeal judgement dated 21 February 2018 rendered by the Judge of the Regional Court regarding the involvement of the Doctor. The Regional Appeal Court confirmed the findings of the first instance. The Doctor is found guilty for having committed an administrative offense and is therefore suspended for a period of one year and six months from “[...] rendering state and municipal services or conduct activity in the sphere of athletes’ training (including medical supervision), organisation and holding of sports events [...] or to conduct medical or pharmaceutical activity.”

II. Admissibility

1. The statement of appeal as well as the appeal fee has been received by the EHF office within the applicable deadline.

2. Based on the foregoing, the Panel confirms the admissibility of the appeal filed. It is undisputed by the parties.

III. Decisional Grounds

Preliminary Remark

1. As regards the arguments brought forward by the appellant referring to an arbitral award from another court of arbitration in sport, the Panel wishes to clarify the situation. Beyond the crucial fact that the assessment made by the court in this referred case is circumstanced since it is specific to the factual background at stake, it is also made under the previous version of the World Anti-Doping Code of 2009 which

has been revised in 2015. One key revision concerns the process applicable to determine a sanction which has been significantly reviewed. Consequently, in the present case, the Panel wishes to make clear that the process to determine the sanction was correctly applied by the Court of Handball and will be followed accordingly in the present section.

A. As to the Court of Appeal’s Competence and Scope of Review

2. In accordance with Articles 39 of the EHF Legal Regulations, 12.1 and 12.2 of the Regulations, the Court of Appeal is the competent appeal body both regarding the decision rendered by the Court of Handball dated 19 January 2018 regarding the ADRV and its consequences and the EAU dated 24 January 2018 regarding the Substantial Assistance of the Player.

3. Furthermore, pursuant to Article 12.1.1 of the Regulations, the scope of review of the Court of Appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the Court of Handball.

4. Neither the Court of Appeal’s Competence nor its scope of review is disputed by the Parties.

B. As to the Findings of the Court of Handball in connection with the ADRV and its Consequences

5. For the sake of completeness and to avoid any misunderstanding, although it is undisputed by any of the Parties as was already underlined by the Court of Handball, the Court of Appeal hereby confirms first instance’s findings as regards the following.



6. Articles 2.1 and 3.1 of the Regulations relating to the burdens and standards of proof and the effective occurrence of the ADRV are applicable.

7. Hence, the presence of the Prohibited Substance in the Player's A-Sample and the fact that it is not a threshold substance are sufficient to establish the ADRV.

8. Furthermore, according to Article 4.2.2 of the Regulations, Meldonium is indeed not a specified substance and shall therefore trigger the application of Article 9.2 of the Regulations whereby the basic period of ineligibility is of four (4) years, with the possibility to reduce it to two (2) years if the Player demonstrates the non-intentional character of the ADRV.

9. In this respect, and in line with the findings of the Court of Handball, the Court of Appeal also finds itself comfortably satisfied with the absence of intention to cheat on the Player's side when ingesting the Prohibited Substance based on (i) the demonstration that a third party from the Federation's personnel administered the Prohibited Substance without informing the Players, (ii) the Player's genuine willingness to assist and cooperate and (iii) the sanction imposed by the competent State courts on the Doctor. Hence, the standard period in the present case shall therefore rightly be two (2) years.

C. As to the Findings of the Court of Handball in connection with the regime of No Fault or Negligence and No Significant Fault or Negligence

1. The Regime of No Fault or Negligence

10. As correctly underlined by the body of first instance, the current regime of No Fault or Negligence establishes a high threshold due to the fact the direct consequence of its application is the elimination of the period of ineligibility.

11. Hence, and according to Article 9.4 and Annex 1 of the Regulations, the Panel follows the Court of Handball's view. While it is correct that the Panel finds itself comfortably satisfied as to the way the Prohibited Substance entered the Player's body, the latter remains strictly responsible for what she ingests and for the conduct of entrusted persons having access to their food and drink. In this perspective, the Panel hereby recalls and confirms Paragraph 18 – Decisional Grounds of the first instance decision:

"[...] despite her young age, the Player did not exercise her utmost caution. Indeed, the Player is a high level athlete, having played international handball on the top level for already a substantial period of time and having subsequently already acquired a significant experience. Hence, the change of practice as to the usual way to receive and be administered medications with the national team must have alerted her. Additionally, based on the Player's testimony, this practice is also different from the one applied in her club, which is regarded by the Panel as a clear lack of appropriate care to be observed as an international player."

12. Thereby, and as correctly established by the Court of Handball, Article 9.4 of the Regulations is not established, the ADRV must subsequently be assessed under Article 9.5 of the Regulations.

2. The Regime of No Significant Fault or Negligence

13. Although the regime defined in Article 9.5.2 of the Regulations must also be applied restrictively, it nevertheless enables more flexibility for the deciding Panel to assess the Player's degree of fault in light of the specificities and circumstances of the case.

14. In this respect, the Panel finds relevant to recall the findings of the Court of Handball:

"[...] the Player is a young adult who is 18 years old. As all three players stated, the Doctor distributed medication to the entire team. They did ask several times what medications were given to them to which the Doctor answered that it was vitamins, medications with a positive impact on their health. The entire team took the medications in the plastic cups. Although the Player said that theoretically they could have refused to take the medications, it appears clear to the Panel that a certain team pressure was on all players. Additionally, they did know the Doctor for more than three (3) years. They therefore trusted him and had reasons to do so since no anti-doping rule violation occurred before."

15. The Panel agrees with the aforementioned assertion, however, the Panel also finds that the body of first instance should have placed a stronger emphasis on some of these crucial

elements. First of all, the young age of the Player is *per se* a crucial element having as well collateral implications to be seriously considered when assessing the situation at hand. Indeed, in addition to the reinforced influence that the team and peer pressure have on younger athletes, the choice to refuse to ingest the provided medications is draconian in nature. The Player is placed in a situation whereby either accepting to ingest the content of a plastic cup with a shade of doubts surrounding the nature of the medications contained therein or refusing and potentially jeopardising an entire international sporting career. This pressure is all the more preponderant in what seems to be defined as an organised doping system when three players of the same team test positive to the same prohibited substance.

16. In light of the foregoing, the Panel believes that justification exists such as to reduce further the period of ineligibility imposed by the Court of Handball based on the present regime from twenty (20) to fifteen (15) months.

D. As to the Assessment of the Substantial Assistance

17. As already referred to in the present decision, the appeal filed is also directed at the decision taken by EAU on 24 January 2018 regarding the characteristics of the assistance provided by the Player.

18. First of all, contrary to the Appellant's argument, no request shall be submitted to WADA in the present matter. According to Article 12.2.1 of the Regulations, a decision to suspend a period of ineligibility under Article 6.2.1 of the Regulations is under the jurisdiction of the Court of Appeal. Hence, the Panel is solely



competent to review the decision of the EAU.

19. When reviewing the EAU's decision, the Panel agrees with Paragraphs 13 to 17 in their entirety. The conditions relating to (i) the disclosure of a written statement and all information in the Player's possession, (ii) the credibility of this information, (iii) the Player's prompt and constant cooperation and (iv) the seriousness of the ADRV committed are met and assessed at their right extent.

20. However, the Panel finds that the assessment made by the EAU in Paragraph 18 of the decision shall be completed as follows. First of all, in the meantime, the decision of the Regional Court was confirmed in appeal by the Regional Appeal Court which confirms the significance of the assistance provided. Second, the Panel finds that although it appears that the Doctor's act was isolated, the system the latter setup may be regarded as an organised scheme of doping within the team. Such a scheme would not have been possible to unveil without the Player's assistance.

21. To conclude, the Panel agrees with the argumentation and findings of the EAU and decides to confirm the reduction of three (3) months out of the initial period of ineligibility. The judgement of the Regional Court against the Doctor (dated 21 January 2018), confirmed in appeal by the Regional Appeal Court (dated 21 February 2018) are both judgements of criminal authorities that can be compared to disciplinary authorities as referred to under Article 9.6.1 of the Regulations. These Courts are surely not administrative ones, as the judgements demonstrate. The Doctor was

imposed a suspension of one year and six months from rendering state and municipal services or conduct activity in the sphere of athletes training (including medical supervision), organisation and holding of sports events or to conduct medical or pharmaceutical activity. These judgements prove that the State courts acted and decided like criminal or disciplinary authorities do.

E. As to the Commencement of the Period of Ineligibility

22. The Panel hereby confirms the findings of the Court of Handball. In accordance with Articles 9.11, 9.11.2 and 9.11.3.1 the provisional suspension decision dated 12 September 2017, the period of ineligibility shall commence on the date of the sample collection, i.e. 1 August 2017.

F. As to the Disqualification

23. The Panel confirms the application of Article 9.8 of the Regulations and thereby agrees with the Court of Handball that all results obtained by the Player during the Competition shall be disqualified with all of the resulting consequences, which includes the forfeiture of her silver medal.

G. As to the Costs of the Hearings

24. Although this is undisputed by the Parties, for the sake of completeness and to avoid any misunderstanding, the Panel confirms the decision of the body of first instance as to the split of costs relating to the hearings amounting to €2397,74 (two thousand three hundred ninety-seven Euro and seventy four cent):



- €540 (five hundred forty Euro), interpreter present at the hearings
- €600 (six hundred Euro), certified translation of the documents provided by the Doctor
- €1257,74 (one thousand fifty seven Euro and seventy-four cent), travel and living expenses of the Panel present at the hearings

25. An amount of €599,4 (five hundred ninety-nine Euro and forty cent) shall be paid by the Player, the remaining amount being split in equal shares between the two other players and the Federation. Besides, each party shall bear its own legal costs and expenses relating to the hearings.

IV. Decision

The appeal of the Player is partially accepted.

The first instance decision of the Court of Handball dated 19 January 2018 is partially upheld.

The Player is suspended for a period of fifteen (15) months starting as of 1 August 2017 and against which the period of provisional suspension imposed on 12 September 2017 shall be credited.

The decision of the EHF Anti-Doping Unit dated 24 January 2018 is upheld. Three (3) months of the period of ineligibility of fifteen (15) months shall be suspended in light of the Player's substantial assistance.

The suspension is thus of twelve (12) months and shall come to an end on 1 August 2018.

All results of the Player at Competition are disqualified; the silver medal is consequently forfeited.

The Player shall pay a part of the hearing costs, i.e. €599,4 (five hundred ninety-nine Euro and forty cent)

Based on Article 39.5 of the EHF Legal Regulations, the two appeal fees of €1.000 each paid by the Appellant shall be partially forfeited to the credit of the EHF and partially refunded to the Appellant. Hence, one half shall be forfeited and one half shall be refunded.