



LEGAL BODIES

JOURNAL

Issue n° 3

ous]
st² /dʒʌ
justice /'dʒ
ness, equ
of a ca
itle; i
th



Table of Contents

Foreword of the Presidents.....	2
EHF Legal System.....	3
Statistics Season 2016/2017	4
Case n° 16 20411 3 1 CoH, 19 October 2016	5
Direct disqualification; Act of Violence; Fine; Suspension.	
Case n° 16 20410 3 1 CoH, 19 October 2016	8
<i>Direct Disqualification; Severe Unsportsmanlike Conduct; Suspension.</i>	
Case n° 16 20413 3 1 CoH, 24 October 2016	11
<i>Team's and Spectators' Unsportsmanlike Conduct; Liability for Supporters' Behaviour; Good Order and Security; Fine.</i>	
Case n° 16 20424 1 1 CoH, 19 January 2017	14
<i>Playing Hall Requirements; Grand Stands.</i>	
Case n° 17 20437 4 1 CoH, 19 May 2017	17
<i>Electrical Advertising Board System; Positioning, Monitoring and Settings.</i>	
Case n° 17 20441 1 1 CoH, 18 July 2017	21
<i>Liability for Supporters' Behaviour; Good Order, Safety and Security.</i>	
Case n° 16 20409 4 2 CoA, 3 January 2017	24
<i>TV Production; Host Broadcaster Minimum Requirements; Number of Cameras; Slow Motions; TV Graphics; Clean Sound.</i>	
Case n° 16 20433 2 2 CoA, 13 February 2017	29
<i>Education Compensation; Responsible Entity; Conditions for a Valid Agreement.</i>	



Foreword of the Presidents

Dear handball friends,

Looking back at the past season, some key happenings must be recalled. First, new elections took place at the EHF Ordinary Congress held in St. Wolfgang, Austria in November 2016. Hence, five newcomers in the Court of Handball and four in the Court of Appeal have joined the EHF legal system.

We would like to take the opportunity of the present publication to once again thank all former members of both instances for the outstanding work achieved throughout the young but long history of the EHF's legal system.

Second, a new on-site legal system at EHF EUROs is to be implemented for the first time at the upcoming Men's EHF EURO in Croatia. Instead of the two legal instances composed of delegates present at the event, the Court of Handball and Court of Appeal acting as ad hoc bodies will now be competent.

We do believe it represents another positive milestone in the continuous development of the EHF legal system

Third and last, the past year has again been marked by some highly interesting cases we now report to you in the present journal.

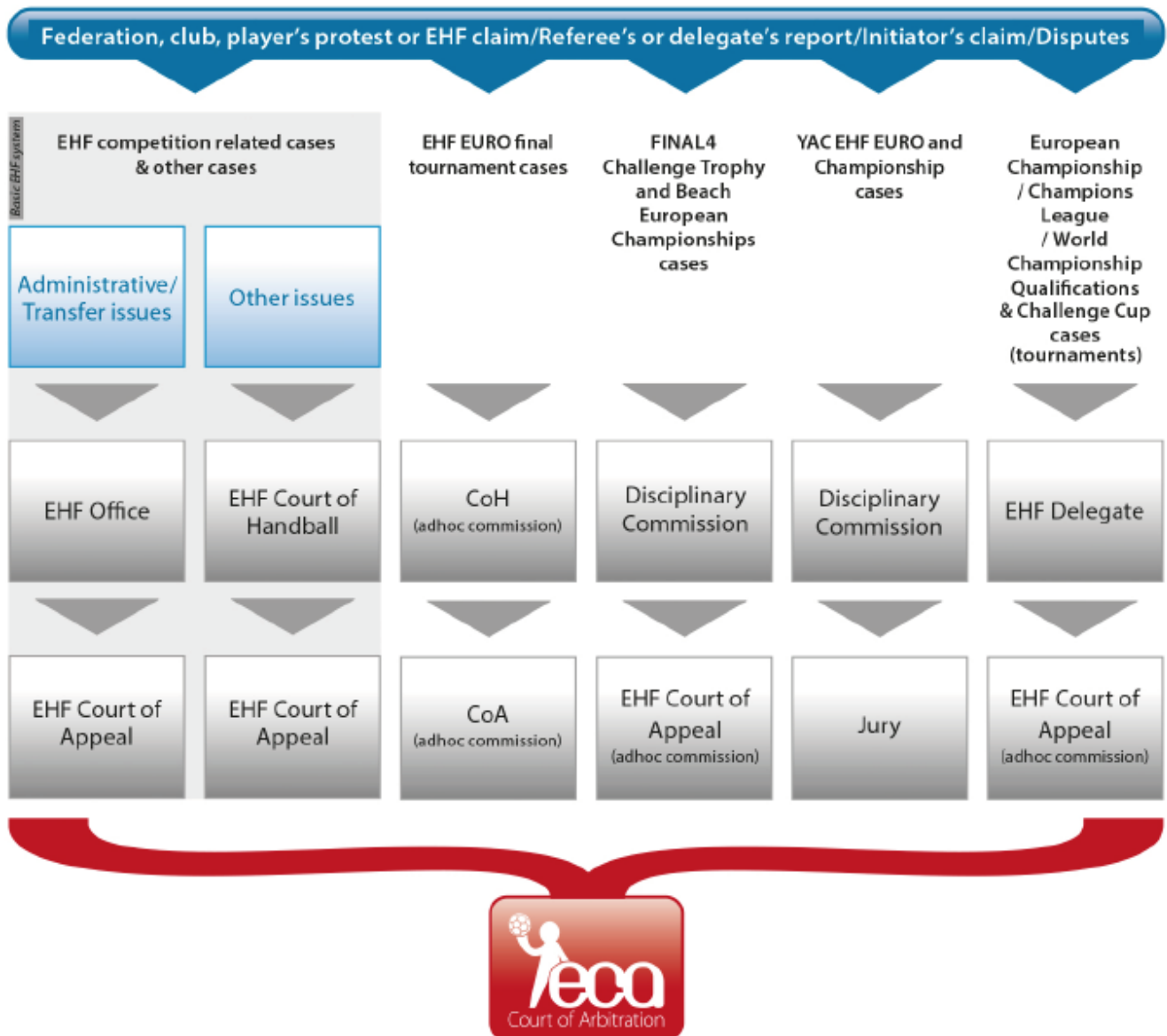
We wish you an enjoyable read and remain at your disposal should you have any question and/or suggestion regarding the present publication.

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 2016/2017

Number of decisions per body

Court of Handball	20
Court of Appeal	3
Total	23

Main categories of cases

Breach of Regulations (others)	7
Exclusion	4
Marketing	3
Unsportsmanlike Conduct	3
International Release	2
Security	1
Violence	1
Withdrawal	1
Education Compensation	1
Total	23

EHF Court of Handball
Decision
Case n° 162041131 CoH
19 October 2016

In the case against

Player X... of Club Y...

Panel

Rui Coelho (Portugal)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

Direct disqualification; Act of Violence; Fine; Suspension.

I. Facts

1. On 10 September 2016, the second leg match of the 2016/2017 Men's EHF Cup Qualification Round 1 (2nd leg): Club Y... vs. Club Z... (the "Match") took place.

2. At the 54:02 minute, a brawl involving players and officials of both teams took place.

3. On 15 September 2016, after having reviewed the video of the incident, the EHF requested the opening of disciplinary proceedings pursuant to Article 28.5 of the EHF Legal Regulations against the Player X... of Club Y... (the "Club" and the "Player") for having adopted a violent behaviour which endangered an opponent's physical integrity. The EHF exposed that the Player punched an opponent in the face during the brawl, the latter fell to the floor. A link to the video of the Match and the match report were enclosed to the claim.

4. On 19 September 2016, 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.

5. On 21 September 2016, the composition of the Court of Handball's panel nominated to decide the case (the "Panel") was communicated to the parties.

6. On 3 October 2016, the Club sent a statement in reply to the EHF Court of Handball in which it is explained that, during the brawl provoked by the opponent having refused to leave the playing court despite a two-minute suspension, the Player swung his arm over two (2) players towards the concerned opponent. However, the Player did not touch the opponent, no contact can be observed on the video and no medical certificate has been provided as regards a possible injury of the opponent. Finally, the Club underlines that the Player has been suspended pending the Court of Handball's decision.

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 during the Match interruption due to a brawl which occurred at the 54:02 minute, 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' and delegate's reports, the video of the incident and the submission from the Club.

4. The Panel observes that a physical altercation began at the 54:02 minute of the Match following a situation where the Player's teammate n°11 repeatedly pushed the opponent n° 69 outside the playing court because the latter took too long to leave after having received a two-minute suspension for the third time. During the altercation, and despite opponents trying to hold him, the Player hit the opponent n°69 in the face, causing the latter to heavily fall to the floor.

5. The Club argues that the Player's arm movement did not reach the opponent, in support of which the Club underlines that the blow cannot be observed on the video. Finally, the Club highlights that no medical proof as regards a possible injury has been brought forward.

6. Regarding whether or not the Player actually hit the opponent, it is not the observation of the Panel that no contact took place. Indeed, while it is true that at the moment of the contact, a player from the guest team stands in the field of vision, the Panel observes the following. On the one hand, the timing of the

Player's arm motion coincides with the opponent's fall. On the other hand, the way the opponent is falling does not raise any doubt as regards the materiality of the blow, no simulation or amplification is observable.

7. Regarding the absence of medical certificate to assert a possible injury of the opponent, the Panel wishes to underline that the occurrence of an injury is relevant to assess the extent of a sanction, but does not constitute neither a reason to exonerate the Player nor to reduce the sanction.

8. Finally, regarding the Player's behaviour, 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 his punch directly to the face of an opponent which directly endangered the physical integrity of the latter. 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 sport.

9. Consequently, the Panel finds that the Player's conduct meets the characteristics of an act of violence deserving to be further sanctioned.

10. 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 three (3) match suspension from participation in EHF club competitions and a fine of €300 (three hundred Euros).



III. Decision

Player Y... is suspended from participation in EHF club competitions for three (3) matches and shall pay a fine of €300 (three hundred Euros).

During the match exclusions, the Player has the right to enter the playing hall as spectator but shall not participate in any match preparation activity, shall not enter any official area (players' entrance, dressing rooms, players' routing, playing court, playing court surrounding area, media area and VIP area) nor be in contact with players and/or officials of its club (neither directly nor via electronic means).



**EHF Court of Handball
Decision
Case n° 162041031 CoH
19 October 2016**

In the case against

Player X of Club Y...

Panel

Rui Coelho (Portugal)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

*Direct Disqualification; Severe
Unsportsmanlike Conduct; Suspension.*

I. Facts

1. On 10 September 2016, the second leg match of the 2016/2017 Men's EHF Cup Qualification Round 1 (2nd leg): Club Y... vs. Club X... (the "Match") took place.

2. At the 54:02 minute, the player n°11 (the "Player") of Club Y... (the "Club"), was directly disqualified.

3. On 13 September 2016, the EHF referees as well as the EHF delegate of the Match sent their respective reports whereby they explained that during a match interruption caused by the third two-minute suspension of player n°69 from the opposing team, the Player repetitively pushed the disqualified opponent off the playing court in a very unsportsmanlike manner and a brawl subsequently began involving players and officials of both clubs. The Player was directly disqualified in accordance with 8:11 of the IHF Rules of the Game.

4. On 15 September 2016, the EHF forwarded the referees' and delegate's

report as well as the match report and an internet link to the video of the Match to the EHF Court of Handball and requested the opening of disciplinary proceedings according to Article 27.2 of the EHF Legal Regulations against the Player as regards his behaviour.

5. On 19 September 2016, 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.

6. On 21 September 2016, the composition of the Court of Handball's panel nominated to decide the case (the "Panel") was communicated to the parties.

7. On 3 October 2016, the Club sent a statement in reply to the EHF Court of Handball whereby it is exposed that the person responsible for the situation is the opposing player who refused to leave the court after having been directly suspended. The Club's player did not have the intention to endanger any opponent but simply to take him off the playing court in order to enable the Match to resume. Finally, the Club underlines that the Player has been suspended pending the Court of Handball's decision.

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 54:02 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' and delegate's reports, the video of the incident and the submission from the Club.

4. The Panel observes that at 54:02 minute the player n°69 from Club X... received a two-minute suspension for the third time. The latter disagreed and walked on the playing court towards one of the EHF referees to express his disagreement. While turning back to leave the playing court, the Player, who had walked towards the opponent in the meantime, pushed several times and with both hands the opponent off the playing court. He pushed him first from the side and then from the front. A brawl subsequently broke out, involving players and officials from both teams, the security staff had to intervene to eventually get the situation under control.

5. The Club argues that the opponent player is responsible for having raised tensions by refusing to leave the playing court and that the Player had no intention

to endanger any opponent, he merely wanted to ensure the Match to resume.

6. Regarding the Player's alleged intention to simply make sure that the opponent would leave the playing court, the Panel draws the attention of the Club and the Player that it is neither acceptable nor a player's task case to use force and violence in order to ensure order on the playing court or the enforcement of referees' decisions. Such behaviour is a form of self-justice and shall not be tolerated in our sport.

7. Whether the Player did not intend to endanger the opponent is relevant insofar as deciding the extent of the sanction since it might have constituted an aggravating element. Nevertheless, such a subjective element is not such as exonerating the Player.

8. Finally, regarding the Player's gesture itself, the Panel observes that the pushing was made with strength, in an aggressive manner and repeatedly. The Panel also notes that the gesture was not related to the normal course of the Match as it took place during a match interruption. Besides, the motion was directly directed to the opponent's body.

9. Consequently, the Panel finds that the Player's conduct meets the characteristics of a severe unsportsmanlike conduct deserving to be further sanctioned. The behaviour is considered as reckless, particularly aggressive and intentionally committed against an opponent. Additionally, the gesture was in no way related to the normal course of the Match and directed at the opponent's body.



10. 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 (2) match suspension from participation in EHF club competitions.

III. Decision

The player from Club Y is suspended from participation in EHF club competitions for two (2) matches.

During the match exclusions, the Player has the right to enter the playing hall as spectator but shall not participate in any match preparation activity, shall not enter any official area (players' entrance, dressing rooms, players' routing, playing court, playing court surrounding area, media area and VIP area) nor be in contact with players and/or officials of its club (neither directly nor via electronic means).



**EHF Court of Handball
Decision
Case n° 162041331 CoH
24 October 2016**

In the case against

Club X...

Panel

Rui Coelho (Portugal)
Henk Lenaerts (Netherlands)
Willy Tobler (Switzerland)

*Team's and Spectators' Unsportsmanlike
Conduct; Liability for Supporters' Behaviour;
Good Order and Security; Fine.*

I. Facts

1. On 10 September 2016, Club X... (the "Club") hosted the 2016/2017 Men's EHF Cup Qualification Round 1 (2nd leg) match between Club X... and Club Y... (the "Match").

2. On 13 September 2016, the EHF referees and the delegate of the Match sent their respective reports to the EHF Office whereby it is in substance explained that at the 54''02 minute, a physical altercation took place in which players and officials of both teams participated. It caused the interruption of the Match and required the intervention of the security staff. Besides, spectators threw paper rolls onto the playing court.

3. On 15 September 2016, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to article 27.2 of the EHF Legal Regulations against the Club for unsportsmanlike conduct of the team, misbehaviour of spectators and failure to

maintain good order and security during the Match. The EHF underlined that the Club violated the principles of fair play and sportsmanship set forth in the EHF Cup Regulations and the Code of Conduct signed by the Club, as well as the obligation to maintain good order and security during the Match. Referees' and delegate's reports, the match report, the Club's Code of Conduct and an internet link to a video of the Match were provided along with the EHF claim.

4. On 19 September 2016 the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement to the Court of Handball.

5. On 21 September 2016, the composition of the Court of Handball panel (the "Panel") to decide the case was communicated to the parties.

6. On 3 October 2016, the Club sent a statement to the Panel in which they underlined having undertaken their best efforts to organise the Match in a secured and pleasant way for the spectators and the guest team. According to the Club, the delegate as well as the guest team confirmed the good organisation of the Match.

II. Decisional Grounds

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incident at the 54''02 minute of the Match is confirmed and undisputed:



- A brawl involving players and officials of both teams took place following a physical altercation between two (2) players.

2. When entering the EHF Cup, the Club signed the pledge of commitment according to which all conditions applicable to the competition are accepted, which includes the applicable regulations (EHF Legal Regulations, EHF List of Penalties, EHF Code of Conduct Agreement and the ECA arbitration agreement). The following therefore apply to the present case.

3. Article 2, entitled “Fair Play” and part of the 2016/2017 EHF Cup Regulations Introduction set forth:

“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:

- *Observe the Rules of the Game and the Regulations governing the competition*
- *Respect all participants (players, officials, spectators, media representatives, etc.)*
- *Promote the spirit of sportsmanship and pursue the cultural mission.*
- *Participate in a correct and sportsmanlike way, not influencing any competitions and/or officials in an undue way or trying to manipulate any results.”*

4. According to the EHF Code of Conduct agreement:

“Clubs shall act and compete in all competitions and events with an honest effort to follow the rules and the spirit of fairness and sportsmanlike conduct. The goal of the competition is to give one’s best effort while displaying honesty, integrity, and sportsmanship.”

5. Article 6, Chapter IV of the 2015/2016 VELUX EHF Champions League Regulations states as follows:

“The home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply.

6. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”

7. Fair-play and sportsmanship constitute cornerstone principles of our sport. It is the duty and obligation of players, members, officials and any other persons exercising a function to ensure the enforcement of these principles at all time, providing at the same time equal



and fair conditions during each EHF competition match.

8. In this perspective, through their involvements in the physical altercation, the Court of Handball finds that players and officials of the Club contravened to these principles, displaying instead an inappropriate and unsportsmanlike conduct, requiring the intervention of the security staff.

9. Such behaviour must not be tolerated and does not belong to the sport handball; it can only give a negative image and consequently be detrimental to the sport as a whole. Thus, the EHF Court of Handball considers that further sanctions must be taken against the Club.

10. As regards the obligation of the Club to ensure good order and security at all time in accordance with Article 6 of the EHF Cup Regulations and Articles 1 and 2.1 of the Rules on Safety and Security Procedure. The Panel finds that the security staff deployed for the Match was adequate and sufficient. Indeed, on the one hand, their intervention was rapid enough to stop the altercation to escalate and, on the other hand, all actors, including EHF Officials, were never in danger during the Match. No sanction shall be imposed on the Club in this regard.

11. Consequently, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article B.2 of the EHF list of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €2.000 (two thousand Euros), half of which on a suspended basis with a probation period of two (2) years as of the date of the present decision. 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 similar infringements to occur again and that, in the present case, such aim can be achieved this way since the deterrent effect of the fine remain.

III. Decision

Club X... shall pay a fine of €2.000 (two thousand Euros) for the unsportsmanlike conduct of their players and officials during the Match. Half of the fine, i.e. €1.000 (one thousand Euros), is imposed on a suspended basis for a probation period of two (2) years.



**EHF Court of Handball
Decision
Case n° 162042411 CoH
19 January 2017**

In the case against

Federation X...

Panel

Panos Antoniou (Cyprus)
Ioannis Karanasos (Greece)
Elena Borrás Alcaraz (Spain)

Playing Hall Requirements; Grand Stands.

I. Facts

1. On 5 November 2016, Federation X... (the "Federation") hosted the Men's EHF EURO 2018 Qualification Phase 2 match against Land Y... in the playing hall of University Y... (the "Match").

2. On 22 November 2016, the EHF, based on the delegate's report and according to Article 27.2 of the EHF Legal Regulations, requested the Court of Handball to open legal proceedings against the Federation arguing that the Federation infringed the EHF EURO Qualification Regulations relating to playing hall requirements since grand stands were not set up on both long sides of the court. The match report, the delegate's report, the pledge of commitment signed by the Federation during the registration process and the communication between the EHF and the Federation prior to the Match were enclosed to the claim.

3. On 23 November 2016, 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. The composition of the Court of Handball panel (the "Panel") nominated to decide the case was also communicated to the parties in the letter.

4. On 7 December 2016, the Federation submitted a statement written by the Handball Federation Z... which may be summarised as follows. The University Y... (the "University") took over the playing hall only in 2016. Three (3) months prior to the Match, the University was convinced that the mobile tribune could be used. However, during the inspection two (2) weeks before the Match, it was noticed that different components of the tribune were broken or even stolen. For safety and security reasons, the decision was taken not to use the tribune. Finally, it is underlined that in 2017 the tribune will be fixed.

II. Decisional Grounds

1. After careful examination of all statements and documents provided by the parties, the following facts are confirmed:

- One stand was missing on one of the long sides of the playing hall.

2. In registering for 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, all 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.

3. Article 23.1 of the EHF EURO Qualification Regulations (the "Regulations") reads as follows:

"The Member Federations are responsible for staging and organising their EHF EURO Qualification home matches in a venue complying with the criteria/requirements defined herein and in any other applicable EHF Regulations and manual."

4. Article 23.6 of the Regulations, entitled "Infrastructure Criteria", reads as follows:

"The EHF EURO Qualification playing halls must meet in particular the following infrastructure criteria:

[...]

- Grand stands on both long sides.

[...]."

5. Besides, Article 25 of the Regulations, entitled "Non-Conformity" states as follows:

"Cases of non-conformity with the required infrastructure criteria may be referred to the competent EHF legal body, which will decide on appropriate measures in accordance with the applicable EHF Regulations."

6. It follows therefrom that as the organiser hosting the Match, the Federation had the obligation to meet the applicable requirements as regards the infrastructure criteria.

7. In preamble, and for the sake of completeness, the Panel hereby underlines that the statement received is regarded as a statement written on behalf

of the Federation since the obligation to organise the Match in compliance with the Regulations belongs solely to the latter and shall not be passed on to any third party such as to exonerate the Federation from its responsibility.

8. The Federation, via the statement of the Sumy State Handball Federation, argues that due to safety and security reasons, the missing stand could not be set-up. The Panel understands such argument. However, the Federation was informed by the EHF in due time before the Match that a stand must be set-up, precisely on 29 August 2016. Nevertheless, the Federation waited until the very last moment, i.e. two (2) weeks before the Match, to acknowledge that reparations were necessary and thus that the tribune could not be used. The Panel therefore finds that the Federation displayed a negligent attitude despite having been granted a sufficient lapse of time to ensure the presence of a stand on the given long side of the court.

9. Additionally, the Panel draws the attention of the Federation to the fact that the Men's EHF EURO constitutes a flagship event. It is therefore essential to ensure that all minimum requirements set forth in the Regulations are implemented.

10. It follows therefrom that by not ensuring the presence of two grand stands on both long sides of the playing court, the Federation infringed the Regulations.

11. 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.2 b) of the EHF List of Penalties, the Panel decides to impose on the Federation a fine of €2.000 (two thousand Euros).



EUROPEAN HANDBALL
FEDERATION

III. Decision

Handball Federation X... shall pay a fine of €2.000 (two thousand Euros) for having infringed the applicable regulations as regards playing hall requirements.



**EHF Court of Handball
Decision
Case n° 172043741 CoH
19 May 2017**

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Viktor Konoplyastyi (Ukraine)
Libena Sramkova (Czech Republic)

*Electrical Advertising Board System;
Positioning, Monitoring and Settings.*

I. Facts

1. On 26 March 2017, Club X... (the "Club") hosted the 1st leg match of the 2016/17 VELUX EHF Champions League Last 16: Club X... vs. Club Y... (the "Match").

2. On 5 April 2017, the EHF requested the opening of legal proceedings against the Club based on Article 28.5 of the EHF Legal Regulations, arguing that several shortcomings relating to the Electrical Advertising Board System (the "EABS") were observed. First, the handling and control of the EABS did not meet the standards of professionalism since neither the positioning of the control monitor which was set-up in a small corner in a corridor with no direct view on the boards nor the availability of the technician in charge who was not present at any time met the applicable requirements. Second, animations displayed did not meet the applicable technical criteria. Finally, the EHF argued that the Club had been warned and invited to remedy the situation within the course of previous

matches but no action had been taken. A summary of the violations by the EHF Marketing GmbH (the "EHFM"), the marketing supervisor's Last 16 report, the EHFM Last 16 club feedback, pictures, the Club's reply to the Last 16 feedback, marketing supervisors' reports for rounds 10 and 14 as well as the respective clubs feedbacks were enclosed to the EHF claim.

3. On 6 April 2017, the EHF Court of Handball officially informed the parties on the opening of legal proceedings against the Club on the basis of the EHF claim. The Club was invited to send a statement in reply to the EHF claim.

4. On 11 April 2017, the Club sent a statement which may be summarised as follows. The Club tried to do its best as regards the positioning of the monitor, taking into consideration the configuration of the hall and the coordination of the EABS. No issue arose. A better position will be found for the next match taking place on 30 April. As regards the display of animations, the Club is surprised since the TV test was performed with the marketing supervisor. As regards the positioning of the technician in charge of the EABS, the Club underlined that the latter had the opportunity to promptly intervene as he is in contact with a person seating at the officials' table. Nevertheless, a person has been found to be positioned at the control system for the next match. As regards the recurrence of similar violations, the Club acknowledged it and underlined that all internal dispositions have been taken, such a situation being not acceptable. In addition, the Club highlighted that parts of the regulations are subject to interpretation. To conclude, the Club asked for indulgence, it has always placed the VELUX EHF Champions League as the



most valuable competition in Europe which is being proven by the Club's history. The Club always undertook its best to respect the regulations despite technical problems and human limitations.

5. On 20 April 2017, the Parties were informed on the composition of the Court of Handball panel nominated to decide the case (the "Panel").

6. On 5 May 2017, the EHF submitted to the Panel an additional report from the marketing supervisor in charge of the 2016/17 VELUX EHF Champions League Quarter Finals (2nd leg) match hosted by the Club on 30 April 2017. The report mentioned that the situation as regards the positioning of the control monitor and of the availability of the technician in charge did not change.

7. On the same day the Panel communicated the additional report to the Club, informed them on the acceptance of the document as an integral part of the evidentiary set of submissions and set a deadline should the Club wish to submit a statement.

II. Decisional Grounds

1. According to the documents in hand, the following facts are confirmed and undisputed:

- The EABS control monitor was positioned in a corridor;
- The technician in charge of the EABS was not present at any time at the control monitor;
- Animations displayed on the EABS did not meet the applicable requirements.

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

3. Article 5, Chapter III "The Venue" of the 2016/17 VELUX EHF Champions League Regulations (the "Regulations") states:

"[...] The home clubs is responsible for the setup, removal and operation of the EABS (see chapter VII)."

4. Articles 2.1, 7.3 and 7.4, Chapter VII "Marketing Rights and Duties" of the Regulations state:

"[...] The home club is responsible for the setup, removal and operation of the EABS."

"[...] The home club operates the EABS by itself and is responsible for the proper progress of the playlists, provided by the EHF. [...]."

"In order to get the best output from the TV test prior to the match, the TV test has to be done with full arena light (match light). Training/work lighting is not sufficient."



5. Finally, Article 4.5 of the EABS Manual states:

“Brightness, colour temperature and saturation of the electrical advertising board system will be set by the operator prior to the match in correspondence with the TV production. Brightness, colour temperature and saturation may not be adjusted for any specific message and must comply with the TV picture without any interference (e.g. without reflection on playground) - reference value must be the red colour of Title Sponsor VELUX. [...]”

6. It follows therefrom that the Club was responsible with regards to every stage relating to the operation of the EABS.

7. The Club underlines that the aforementioned obligations are subject to interpretation.

8. In this regard, the Panel refers to the so-called “Club Feedback” sent by the EHFM following Rounds 10 and 14. In these feedbacks, the Panel observed that only were the shortcomings clearly mentioned but the required solutions were also identified. Indeed, the Club was clearly informed that the technician should have a permanent view over the EABS, adding that should the technician seat in a different room, a control monitor to follow animations should be at his disposal. Furthermore, the Club was invited to make sure the technician could be reached at the control panel at any time. Lastly, the Club also received clear directions with regards to the brightness and/or colour settings of the EABS to be adapted.

9. Moreover, regarding the argument of the Club consisting in explaining that the technician in charge of the EABS is in direct contact with a person having a direct view over the EABS. The Panel hereby recalls that the VELUX EHF Champions League constitutes the flagship competition in club handball in Europe. In this perspective, all clubs involved must ensure the application of the highest professional standards in order to meet expectations from and obligations towards all EHF and EHFM partners. Any incident relating to the EABS operation must be handled immediately in order to avoid any contractual and subsequent financial damage and image impairments. The Panel is of the view that the chain of command implemented by the Club does not enable a prompt intervention meeting the required standards, both with regards to the positioning of the monitor and of the responsible person.

10. Hence, the Panel finds that the Club’s argument as regards the alleged room for interpretation is inoperative.

11. In accordance with Article 11 of the EHF Legal Regulations, sanctions may be imposed in case of violation of an obligation expressly defined in the applicable regulations and in the official EHF directives.

12. While defining the type and extent of the sanction to be imposed, and in accordance with Articles 12.1 and 13 of the EHF Legal Regulations, the Panel takes into consideration the following circumstances.



13. The Club committed identical infringements despite having received feedbacks from the EHF and after having informed the present Panel within the course of the proceedings that all required steps were to be undertaken to remedy the situation. Such attitude demonstrates the Club's willingness to ignore the EHF's request and thereby to breach the regulations. The recurrence as well as its intentional nature is regarded as aggravating circumstances.

14. For the sake of completeness, the fact that the EABS TV test was performed together with the marketing supervisor in coordination with the TV producer is taken into consideration by the Panel to mitigate the amount of the fine.

15. In order to define the range of the fine to be imposed, the Panel looked into the EHF List of Penalties and in particular to Articles D.2 b), e) and f).

16. Hence, 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.2 b), e) and f) of the EHF List of Penalties, the Panel finds it adequate and proportionate to impose on the Club a fine amounting to €4,000 (four thousand Euros).

III. Decision

Club X... shall pay a fine of €4.000 (four thousand Euros) for having violated obligations relating to the positioning, monitoring and settings of the Electrical Advertising Board System.



**EHF Court of Handball
Decision
Case n° 172044111 CoH
18 July 2017**

In the case against

Club X...

Panel

Henk Lenaerts (Netherlands)

Urmo Sitsi (Estonia)

Libena Sramkova (Czech Republic)

Liability for Supporters' Behaviour; Good Order, Safety and Security.

I. Facts

1. On 15 April 2017, Club X... (the "Club") hosted the 2016/17 Women's EHF Champions League Quarter-Final Match (2nd leg): Club X... vs. Club Y... (the "Match").

2. At the 44"56 minute, a plastic cup containing beer was thrown onto the court next to the goalkeeper of Club X... by Club's supporters as a result of which the Match was interrupted. The interruption lasted for several minutes since more items were thrown by spectators such as coins and lighters during the cleaning process of the floor.

3. On 17 May 2017, the EHF filed a claim with the EHF Court of Handball requesting the opening of legal proceedings according to article 27.2 of the EHF Legal Regulations against the Club for having violated the obligation to ensure security and safety at all time during the Match and for the behaviour of the Clubs' spectators contravening the spirit of fairness and sportsmanship being

detrimental to the image of handball. The report of the delegate, the match report and a link to ehfTV.com where the video of the Match is available were provided along with the EHF claim.

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

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

6. On 31 May 2017, the Club sent a statement which may be summarised as follows. The Club underlines that they strongly condemn the behaviour of the fans. The responsible fan was immediately identified and escorted out of the playing hall. The Club brought charges against the person who has received a two-year ban from the Club's matches. Such behaviour is taken extremely seriously, best efforts are being implemented and honesty, integrity and sportsmanship are core values of the Club.

II. Decisional Grounds

1. After careful examination of all statements and documents provided by the parties, the occurrence of the following incident at the 44"56 minute of the Match is confirmed and undisputed:

- A plastic cup containing beer was thrown by a Club's supporter on the playing court next to the goalkeeper of the opposing team, during the subsequent interruption of the Match,



additional items such as coins and lighters were thrown.

2. Article 1 § 6 of the EHF Rules on Safety and Security Procedure states as follows:

“All local organisers have full responsibility for the conduct of the competitions including all safety and security measures required and the deployment of security staff.”

3. Article 6.1 “Guarantees by the local organiser”, Chapter IV of the 2016/17 Women’s EHF Champions League Regulations states as follows:

“6.1.1 The clubs and national federations are responsible for the conduct of their players, officials, members (any persons exercising a function on their behalf at a match), and fans.

6.1.2 The clubs and national Federations undertake to observe the provisions of the EHF Rules on safety and security procedure before, during and after all matches. All safety and security measures shall be coordinated with the persons in charge of specific services and with the EHF delegate/EHF security delegate.

6.1.3 The local organiser/home club is responsible for maintaining good order and safety and security before, during and after the match. It may be held responsible for incidents of any kind. The relevant provisions of IHF and EHF Regulations shall apply.”

4. Article 2.2 of the EHF Legal Regulations states as follows:

“In addition to their personal responsibility, member

federations/associated federations and clubs are accountable for the conduct of their players, members, officials, supporters and any other persons exercising a function within the federation or the club and/or during the organisation of a match and/or on the occasion of a match on behalf of the federation or club and may be sanctioned accordingly.”

Regarding the Spectator’s Behaviour and Club’s Responsibility

5. The EHF Court of Handball underlines that Article 2.2 of the EHF Legal Regulations sets forth a principle of strict liability according to which clubs shall be held liable for the behaviour of their fans whether or not they are at fault themselves. This principle is also recalled in Article 6.1 Chapter IV of the Women’s EHF Champions League Regulations.

6. Bearing the above in mind, the Club shall be held responsible for the violent and extremely improper and unsportsmanlike conduct of its spectators and thus be sanctioned accordingly.

Regarding the Determination of the Appropriate Sanctions

7. In accordance with Article 12.1 of the EHF List of Penalties, when defining the type and extent of penalties and measures to be imposed, the Court of Handball shall take into account all objective and subjective elements of the case as well as all mitigating and aggravating circumstances.



8. Throwing objects on the playing court constitutes a serious offence since (i) it presents a risk for the physical integrity of the participants, in the present case the goalkeeper of the opponent and (ii) it disrupts the normal running of a match, in the present case an interruption of several minutes took was necessary to clean up the floor. Furthermore, despite the prompt intervention of the EHF officials, the spectators kept throwing items on the playing court although the floor was being cleaned up by young volunteers.

9. In addition, the Club has already been sanctioned for similar infringements in the case n°122016731CoH dated 19 June 2012 for a violation having taken place on 13 May 2012. In accordance with Article 13 of the EHF Legal Regulations, recurrence occurs if penalties have to be imposed again within five years and shall count as an aggravating circumstance. The facts in the present case took place on 15 April 2017, i.e. less than five (5) years ago. Besides, Article 9 of the Rules on Safety and Security Procedure Catalogue of Penalties defines that the penalty shall be doubled in case of recurrence.

10. Consequently, according to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations, as well as Article 2 of the EHF Rules on Safety and Security Catalogue of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €3.500 (three thousand five hundred Euros). As underlined above, this fine shall be doubled due to the recurring nature of the offence.

11. When defining the amount of the fine, the Panel took into consideration mitigating circumstances, namely the fact that the Club undertook legal steps having

led to the exclusion of the spectator. 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.

12. Hence, and according to Article 17.1 of the EHF Legal Regulations part of the fine, i.e. €2.000 (two thousand Euros) is deferred for a probationary period of two (2) years starting from the date of the present decision.

III. Decision

Club X... shall pay a fine of €7.000 (seven thousand Euros) for the improper and dangerous behaviour of its supporters. Part of the fine, i.e. €2.000 (two thousand Euros), is deferred for a probationary period of two (2) years.



**EHF Court of Appeal
Decision
Case n° 162040942 CoA
3 January 2017**

In the case against

Federation X...

Panel

Markus Plazer (Austria)

Lucio Correia (Portugal)

Roland Schneider (Switzerland)

TV Production; Host Broadcaster Minimum Requirements; Number of Cameras; Slow Motions; TV Graphics; Clean Sound.

I. Facts

1. On 1 June 2016, the Federation X... (the "Federation" or the "Appellant") hosted the Round 5 match of the Women's EHF EURO 2016 Qualification Phase 2: Club X vs. Club Y... (the "Match").

2. On 6 June 2016, the EHF received a feedback from its media partner whereby multiple shortcomings as regards the TV production of the Match are exposed based on an email from the TV partner Y... holding the broadcasting rights ("Away Rights Holder").

3. On 21 June 2016, the EHF media partner sent an email to the EHF in which it is stated that due to the multiple shortcomings, the Away Rights Holder will not pay the licensing fee agreed as regards the broadcast of the Match.

4. On the same day, the EHF (the "Respondent"), filed a claim with the Court of Handball whereby the first instance body is requested to open legal proceedings against the Federation for having infringed multiple obligations set forth in the Minimum Requirements for TV host Broadcasters, i.e. insufficient number of cameras, absence of slow motion, absence of TV graphics and absence of clean sound. The EHF underlined that the Federation failed despite being well aware of the situation as they received a reminders before the Match but also following similar infringements during a previous match having taken place on 10 June 2015. Finally, the EHF requested the Court of Handball to impose damage compensation in order to compensate the loss of the licensing fee.

5. The decision of the Court of Handball was communicated to the parties on 26 September 2016.

6. As regards the multiple violations, the first instance decided as follows:

"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 €24.000 (twenty-four thousand Euros), half of which is imposed on a suspended basis of two (2) years as of the date of the present decision."

7. As regards the damage compensation claim, the first instance decided as follows:

"[...] as a result of the violations committed by the Federation, the Panel



decides that half the requested amount shall be paid, i.e. €12.500 (twelve-thousand five hundred Euros) by the Federation.”

8. The Federation lodged an appeal on 3 October 2016 against the decision of the Court of Handball. The Federation argues that none of the reported violations took place. Regarding the insufficient number of cameras, the Federation stressed that four (4) cameras were available. Regarding the number of slow motions, technical problems occurred before the Match, which were not triggered by any negative intention or negligence. No fault may thus be assigned in line with general law. Regarding the absence of TV graphics, the Federation underlines that the Away Rights Holder had their own broadcasting vehicle in which no TV graphics could be produced. Regarding the absence of clean sound, it could have been easily solved if the Away Rights Holder has requested it. Finally, the Federation finds that there was no fault, deficiency or negligence on their side and that it is not possible to legally assign any fault towards them. The source of the problem was the unacceptable attitude and behaviour from the Away Rights Holder which have abused the Federation's sense of hospitality, good will and trust.

9. On 4 October 2016, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them to provide additional documents by 10 October 2016 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 file of first instance was enclosed.

10. On 10 October 2016, the Federation submitted an additional statement whereby similar arguments as the ones from the appeal claim are recalled. The video of the Match was enclosed to the submission.

11. On 8 November 2016, the Court of Appeal requested further information from the EHF which was invited to reply to the following questions.

- Was there any valid claim and/or evidence about the payment of the licensing fee?
- Was there any obligation for the EHF or Federation Y... or Infront to compensate the damage?
- Was the damage compensation claim based on valid contracts?

12. On 10 November 2016, the EHF provided a reply which may be summarised as follows. The EHF has granted its media partner Infront the exclusive right to market EHF media and advertisement rights which includes the sale of broadcasting rights for all national team competitions. The valid claim is the one of the EHF as the right holder and thus as aggrieved party since the licensing fee was to be received by the EHF. Regarding the existence of any obligation to compensate the damage, the EHF underlined that the obligation lies on the Federation as the violating party. Finally, the EHF stated that the damage compensation claim is based on valid contracts. A confidential enclosure was provided to the EHF to the Court of Appeal.



II. Decisional Grounds

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

As regards the alleged violations of the host broadcaster minimum requirements violations

2. As regards the facts of the case, it is alleged that the Appellant infringed multiple obligations relating to the host broadcaster minimum requirements within the framework of the Match organisation, i.e. insufficient number of cameras, unavailability of slow motions, no TV graphics fitting the requirements and no clean sound. The Appellant challenges such allegation and contends having complied with all prerequisites.

3. The Panel has thoroughly reviewed and examined all documents provided within the course of the first instance proceedings and the present appeal proceedings. Within these sets of submissions, the Panel finds no element whatsoever which may raise any doubt as regards the materiality of the occurrence.

4. On the contrary, the submissions corroborate the alleged violations. Indeed, the video provided by the Federation clearly shows the poor quality and defaults of the TV graphics but also of the slow motions, these slow motions being nothing else than few replays of actions

shown only during the half-time break. Furthermore, the Federation argued that four (4) cameras were available; such assertion is irrelevant since the applicable Article 1 of the Minimum Requirements for TV Host Broadcasters expressly sets forth a minimum of six (6) to eight (8) cameras. Finally, the Federation's argument according to which the Away Rights Holder is responsible for the low quality of the production, the Panel also finds such explanation irrelevant as Article 40.23 expressly states that the host federation has the responsibility to ensure the production of a TV signal meeting the international standards.

5. It follows therefrom that the facts of the case and the reported infringements are confirmed by the Court of Appeal. Hence, the Appellant contravened Article 40.23 of the EHF EURO Qualification Regulations as well as Articles 1 and 5 of the Minimum Requirements for TV Host Broadcasters in which the obligations to provide a sufficient number of cameras (i.e. six (6) to eight (8)), the availability of slow motions, include TV graphics fitting the requirements and provide a clean sound.

6. As regards the type and extent of the sanction imposed by the Court of Handball in first instance, i.e. €24.000 (twenty-four thousand Euros), half of which being on a suspended basis for a probation period of two (2) years. To decide upon the amount, the Court of Handball referred to Articles 6.1, 12.1 and 14.1 of the EHF Legal Regulations and to Article D.1 e) of the EHF List of Penalties relating to the production of the international TV signal which provide with a range for fines from €2.000 to €80.000.



7. While defining the extent of the sanction, the Panel has observed that the Court of Handball took into consideration both the objective and subjective elements of the case.

8. First, the Court of Appeal agrees with the Court of Handball with regard to the gravity of the violation. As pointed out by the body of first instance, the continuous development of our sport is possible only if its visibility is ensured. Hence, the production of an international standard TV signal is elementary and fundamental to ensure the presence of the sport and its actors as well as of all its economic stakeholders. The obligation was all the more important that the competition concerned constitute one of the flagship events of European handball. The Court of Appeal consequently finds that the Court of Handball has rightly established the seriousness of the Appellant's violation.

9. Second, the Court of Appeal agrees with the position of the Court of Handball as regards the attitude displayed by the Appellant. Indeed, a similar situation took place in 2015 within the framework of a Men's EHF EURO 2016 Qualification match following which the Federation received a clear reminder from the EHF Office in which the Federation was invited to undertake the necessary measures to prevent shortcomings in the future. Hence, the Court of Appeal confirms the finding of the Court of Handball that the Appellant displayed a total lack of interest and adopted an unacceptable and negligent behaviour towards essential obligations as regards TV production and that this kind of attitude shall constitute an aggravating circumstance when defining the extent of the sanction.

10. Third, Article D.1 e) of the EHF List of Penalties set forth an extensive range as regards the possible amount to be imposed by the competent legal body in the event of violation in the field of production of an international TV signal. The Panel observes that the amount defined by the Court of Handball remain within the lower range of possibilities.

11. Finally, the Court of Appeal notes that a significant part of the fine, i.e. half of the total amount, is imposed on a suspended basis in accordance with Article 17 of the EHF Legal Regulations and agrees with the assessment made by the body of first instance when establishing 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.

12. In light of the foregoing, and in particular in light of the nature of the violation and the circumstances of the case, the Court of Appeal finds adequate and proportionate the amount of the fine determined by the body of first instance.
As regards the amount allocated to compensate the loss suffered by the EHF

13. The Panel has carefully reviewed the first instance decision as well as the EHF's answers provided upon the Panel's request and finds as follows.

14. The elements provided, and in particular the confidential extract from the contract in force between the EHF and the exclusive media rights partner is deemed conclusive to confirm the Court of Handball's point of view that the causal link between the Federation's violations



and the direct loss suffered by the EHF is established.

15. Hence, in light of the contractual dispositions the EHF is the aggrieved party and is therefore entitled to be compensated following the non-payment of the licensing fee by the Away Rights Holder due to the shortcomings of the Federation.

16. Additionally, the nature of the infringements also damage the reputation and image of the EHF since the EHF, as the European umbrella organisation for handball, must guarantee, on the one hand, the implementation of high quality standards for its flagship competitions and, on the other hand, ensure that its contractual and exclusive partners such as Infront receive the guarantee that EHF members fulfil their obligations.

17. Consequently, the Court of Appeal hereby agrees with and confirms the decision of the Court of Handball that the Federation shall pay €12.500 (twelve thousand five hundred Euros) to the EHF.

III. Decision

The decision of the EHF Court of Appeal is as follows:

The appeal of the Federation is rejected.

The first instance decision of the EHF Court of Handball n°162040941 dated 26 September 2016 is upheld.

The Federation shall pay a fine of €24.000 (twenty-four thousand Euros), half of which being imposed on a suspended basis for a period of two (2) years.

The Federation shall pay €12.500 (twelve thousand five hundred Euros) to compensate the loss suffered by the EHF caused by the multiple violations.

These amounts shall be paid to the EHF bank account by 3 March 2017 at the latest.

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.



**EHF Court of Appeal
Decision
Case n° 162043322 CoA
13 February 2017**

In the case against

Club Y...

Panel

Jens Bertel Rasmussen (Denmark)
Roland Schneider (Switzerland)
Nicolae Vizitiu (Moldova)

*Education Compensation; Responsible Entity;
Conditions for a Valid Agreement.*

I. Facts

1. The International Transfer Certificate (“ITC”) for the transfer of Player X... (the “Player”) from Club X... (the “Releasing Club” or the “Defendant”) to Club Y... (the “Receiving Club” or the “Appellant”) was issued on 13 September 2016.

2. On 6 December 2016, following lengthy and unfruitful negotiations between all parties involved (including national federations) as regards the amount of education compensation to be paid, the EHF was requested to take a decision in the matter.

3. On 22 December 2016, the EHF Administrative Body of First Instance communicated its decision to the parties. The body of first instance decided as follows:

“The Receiving Club shall pay the remaining amount as regards the education compensation to the Releasing Club by 15 January 2017 at the latest, i.e.

€6.640 (six thousand six hundred and forty Euros).

In addition, a fine of €500 (five hundred Euros) is imposed on the Receiving Club for not having paid the education compensation within six (6) weeks after issuance of the ITC.”

4. On 29 December 2016, the Receiving Club lodged an appeal against the decision of first instance. The arguments may be summarised as follows:

- The first instance body did not take into consideration Article 4 of the sports contract (the “Contract”) signed between the Releasing Club and the Player for a period comprised between 1 June 2015 and 1 June 2016. The aforementioned article sets forth the amount of education compensation to be paid as it states as follows:

“The club and the player agree, that after expiration of the Contract, the Player can make a transfer into another club:

[...]

2. Abroad

For the payment of a compensation fee in the amount of EUR 2,000.”

- The IHF Regulations for Transfer between Federations only define the maximum amount of education compensation, however, it is not stated that a lower amount cannot be defined in a contract between a player and a releasing club.
- The Contract is a civil agreement binding also towards the Appellant since it regulates an issue in which the latter acted.



- The Releasing Club had a debt of €2,655 (two thousand six hundred fifty five Euro) towards the Player. The latter agreed to renounce part of this debt, i.e. €2,000 (two thousand Euro) in order to pay the amount of education compensation as defined in the Contract.

5. On 4 January 2017, the EHF Court of Appeal informed the parties on the opening of appeal proceedings and invited them, if they deemed necessary, to provide additional documents by 16 January 2017. The parties were also informed on the composition of the Court of Appeal Panel (the “Panel”) nominated to rule upon the case. The file of first instance was enclosed and composed of the statement of appeal, the first instance decision, the Contract, the financial agreement dated 20 May 2016, communications/negotiations between all parties as well as the first instance arguments of the Releasing and Receiving Clubs.

6. On 16 January 2017, the Receiving Club sent a statement from the Player which may be summarised as follows. She confirms and was aware that according to Article 4 of the Contract the amount of education compensation was set to €2,000 (two thousand Euros). Furthermore, the amount of education compensation has been paid twice, once when the Player renounced part of the debt from the Club and a second time by the Receiving Club. Finally, €655 (six hundred sixty-five Euros) remains unpaid by the Releasing Club.

7. No additional statement and/or comment were submitted.

II. Decisional Grounds

1. The Panel has thoroughly reviewed and examined all documents provided within the course of the first instance proceedings and the present appeal proceedings.

2. In preamble, the Panel hereby underlines that the number of years under which the Player was under a valid contract, i.e. three (3) years from 1 June 2013 to 1 June 2016, which shall be used as a basis to establish the amount of education compensation, is undisputed by the Parties and thus not at stake.

3. The present case shall therefore be limited to the arguments of the Appellant which may be summarised as follows. The amount of education compensation to be paid to the Releasing Club has been defined in the Contract between the Player and the former and must amount to €2,000 (two thousand Euros).

4. In order to identify the parties entitled to agree on the amount of education compensation, the whole set of evidence must be taken into consideration. In this perspective, the Panel finds as follows.

5. Matters relating to international transfers are defined in the IHF Regulations for Transfer Between Federations (the “Regulations”). The provisions relating to education compensation are set forth in Article 11 of the Regulations.



6. Article 11§1.1 and 11§1.3 of the Regulations state as follows:

“A releasing club is entitled to demand education compensation for players between the ages of 16 and 23 participating in club or national team competitions.”

“The maximum compensation per professional player and season is CHF 3,500.-- for club competitions.

3.1. The club(s) with which the player was under contract (including players with a written educational agreement) before the transfer is/are entitled to demand compensation.”

7. It follows therefrom that the right to request education compensation belongs to clubs. For the sake of clarity, it is hereby recalled that national federations are also entitled to do so as they are clubs' representatives in a transfer procedure; however it is not relevant in the case at stake.

8. Furthermore, although it is correct that amounts of education compensation defined in the Regulations are maximum sums which may be lowered upon agreement; these agreements are nevertheless valid insofar as entered into by parties being entitled to do so.

9. Furthermore, Article 11§1.6 of the Regulations states:

“Education compensation can only be requested during the transfer procedure (at the latest when issuing the International Transfer Certificate). The correct announcement within due time is a precondition for any education compensation claim.”

10. In accordance with the aforementioned article, the amount shall only be requested during the transfer procedure, no amount can thus be validly agreed upon *a priori* such as within the framework of an employment contract.

11. Besides, Article 11§1.8 of the Regulations relating to applicable sanctions states:

“Failure to pay compensation for the cost of education within six weeks after issuance of the International Transfer Certificate and the call for payment shall carry, depending on the circumstances, a fine up to CHF 20,000.--, a transfer ban, and/or complete suspension from national and international competitions for the club. In implementing the penalty, the requirements of the current playing season may be taken into account if deemed appropriate.”

12. It follows therefrom that the entity liable in case of sanctions are clubs.

13. Therefore, the Panel underlines that clubs are the responsible entities as regards education compensation.

14. In addition, the Court of Appeal hereby refers to the essence and concept of education compensation, also called in the past training compensation. This system has been established in order to ensure that clubs and national federations could receive compensation for the costs incurred in a player's training from clubs to which a player was transferred. In this regard, the Court of Appeal refers to the minutes of the 2004 EHF Ordinary Congress whereby it is clearly stated that agreements with regard to education compensation must be worked out by



clubs, with the assistance of the national federation if necessary. Such an occurrence was recalled in the decision of the EHF Executive Committee from the same year having then served as a basis for the confirmation at the EHF Extraordinary Congress having taken place the same year, which, in turn, constituted the basis for the International Handball Federation when adopting the Regulations in 2011.

15. Besides, the Panel considers that allowing such a possibility would put an additional burden on players within the framework of a relationship, i.e. the employment relationship, which is already unbalanced by its nature, and could in addition unnecessarily restrict the freedom of movement of players and eventually be regarded as another kind of transfer compensation.

16. Consequently, and in light of the entire set of evidence, the Panel hereby confirms the findings of the Administrative Body of First Instance in that any agreement relating to the amount of education compensation to be paid shall be entered into between clubs, with the assistance of national federations if needed, and not between clubs and players.

17. Although the Panel believes that the above reasoning is sufficient to reject the appeal, for the sake of completeness the Panel wishes to underline as follows. While it is correct that Article 4 of the Contract refers to a compensation to be paid, the wording and thereby the nature of this compensation remains unclear.

18. In this perspective and in preamble, the Panel recalls that its competence at stake is limited to the regulatory scope defined under the applicable regulations. It is thus not the task of the body of second instance to rule upon any civil and/or labour matter arising out of the contractual relationship between the Club and the Player. Such a task belongs to the competent jurisdiction set forth the Contract. Hence, in case such compensation was granted in exchange of an advantage given by the Releasing Club to the Player, such a clause would be a civil and/or labour-related matter, such as the question of the debt between the Releasing Club and the Player.

19. Yet, the Panel is competent to review the clause within the regulatory scope, in the present case within the scope of the Regulations. The Regulations set forth two types of compensation, transfer compensation and education compensation. As regards education compensation, and as already established by the Panel, the respective amounts cannot be regulated in between clubs and players in any type of contract as it contravenes the letter and essence of the Regulations. As regards transfer compensation, any clause imposing the payment of a compensation upon expiry of a contract between a club and a player would be in violation of the Regulations (i.e. Article 9§2) and thus regarded as null and void. Consequently, all arguments relating to the content of Article 4 of the Contract are irrelevant and rejected.



20. Finally, regarding the fine of €500 (five hundred Euros) imposed in first instance on the Receiving Club for having failed to pay the requested education compensation within the applicable time frame, i.e. six (6) weeks. The EHF Court of Appeal notes that indeed, the Receiving Club failed to timely pay the requested amount of education compensation and that the amount of the fine imposed is adequate and proportionate to the present circumstances since it is situated within the lowest range of the spectrum provided for in Article E.5 of the EHF List of Penalties and Article 11§1.8 of the Regulations. The fine is therefore confirmed.

III. Decision

The decision of the EHF Court of Appeal is as follows:

The appeal of the Club is rejected.

The decision of the EHF Administrative Body of First Instance n°162043321 dated 22 December 2016 is upheld.

The Appellant shall pay education compensation amounting to €6.640 (six thousand six hundred and forty Euros) to the Releasing Club by 20 February 2017 at the latest.

A fine of €500 (five hundred Euros) shall be paid to the EHF by 22 February 2017 at the latest.

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.