

EHF

LEGAL BODIES JOURNAL

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Foreword of the Presidents

Dear handball friends

The seventh issue of the *EHF Legal Bodies Journal* almost coincides with the beginning of the mandate of a renewed EHF Court of Handball. Many excellent and experienced colleagues have left the commission of first instance; however, they are being replaced by qualified and dynamic people ready to take on the challenges ahead. Therefore, I would like to assure everyone that the EHF Court of Handball will continue to serve the EHF legal system, following exactly the same principles.

The previous season was particularly special due to the coronavirus pandemic, which inevitably did not leave handball unaffected. Despite the enormous and various difficulties, thanks to the efforts and professional management of the EHF, handball in Europe managed not only to remain alive, but also to carry out all the planned activities. I believe that the EHF Court of Handball has made its contribution to this, and I would like to thank all the former and new members for that.

I am convinced that this new issue of the *EHF Legal Bodies Journal*, with its selection of interesting cases, will be another excellent opportunity for our sport's stakeholders to better understand the EHF legal system and its functioning. Before wishing you all pleasant reading, I would like to express my deepest thanks to all those who have contributed to this work and especially to the staff of the EHF legal office.

Yours sincerely,

Ioannis Karanasos
President of the EHF Court of Handball

Last season was a challenge for all of us due to the Covid-19 situation. It was necessary to adapt or create regulations in order to keep the European competitions running. The different situations in the European countries led to disadvantages for some clubs or national teams. It was recalled that it is all the more important that clear regulations are created in advance, in order to guarantee the legal certainty for all parties involved.

I also believe that it was very important to be able to maintain sporting activities. That is why I ask all parties involved to show understanding for the decisions taken due to the Covid-19 pandemic that has affected the whole world. I hope that we will get back to better times and that we will be able to lead a normal sporting life.

Finally, I would like to thank all the members of the EHF Court of Appeal, especially those who have left the commission of second instance, and the staff of the EHF legal office for their work and support.

Kind regards,

Markus Plazer,
President of the EHF Court of Appeal

Statistics Season 2020/21

Number of decisions per body

Court of Handball	22
While acting as on-site body	3
Court of Appeal	1
While acting as on-site body	0

Court of Handball

Breach of regulations	3
Withdrawal	4
Unsportsmanlike Conduct	3
Exclusion	5
Match Result Protest	1
Transfer /International Release	3
Direct Disqualification	2
Manipulation Attempt	1
Total	22
While acting as Ah-hoc body (DIC)*	3

* Women's EHF EURO 2020

CATEGORIES OF CASES



- | | |
|---|--|
| <ul style="list-style-type: none"> ■ Breach of regulations ■ Unsportsmanlike Conduct ■ Match Result Protest ■ Direct Disqualification | <ul style="list-style-type: none"> ■ Withdrawal ■ Exclusion ■ Transfer /International Release ■ Manipulation Attempt |
|---|--|

Court of Appeal

This season, only one administrative decision was appealed before the EHF Court of Appeal. All decisions issued by the EHF Court of Handball were accepted and not challenged by our stakeholders. The decision of the EHF Court of Appeal can be found on page 50.

The CoA decision n°20661 was brought before the European Handball Court of Arbitration. Click [here](#) to read the press statement released on the ECA Website.

EHF Court of Handball

DECISIONS

EHF COURT OF HANDBALL
Decision
Case n°20 20664 1 1 CoH
23 December 2020

In the case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Elena Borrás Alcaraz (Spain)
Libena Sramkova (Czech Republic)

*Photographs; Failure to provide documents to
the EHF*

I. Facts

1. On 27 May 2020, the club X... (the “Club”) signed the registration form in order to participate in the DELO EHF Champions League 2020/21 (the “Competition”).

2. On 28 September 2020, the EHF Media team, via the EHF Marketing (“EHFM”), sent a feedback to the Club, following its hosting of the Competition and emphasised the fact that the quality of the photographs sent was not sufficient to meet the condition of the DELO EHF Champions League 2020/21 Regulations (the “Regulations”).

3. On 14 October 2020, the EHF Media team, via the EHFM, sent a second feedback to the Club informing the latter that the quality of the pictures provided by the Club is not good enough. Therefore, the Club received a first warning.

4. On 5 November 2020, the Club received a second warning from the EHF with regard to the poor coverage and the bad quality of the photographs.

5. On 19 November 2020, the EHF Media Team, via the EHFM, sent its feedback to the Club regarding the insufficient quality of the matches photographs and thus the non-compliance of the Club with the Regulations.

6. On 26 November 2020, the EHF requested the Court of Handball to open legal proceedings against the Club, underlining that the Club failed to provide the required documents to the EHF, i.e. photographs of insufficient quality. The Club’s registration form as well as the feedbacks sent by the EHF Media team, via the EHFM, to the Club were enclosed to the EHF statement of claim.

7. On the same day, the Court of Handball officially informed the parties on (i) the opening of legal proceedings against the club on the basis of the EHF Claim and (ii) the composition of the panel (the “Panel”) nominated to decide the case. The Club was also invited to send a statement to the Court of Handball.

8. On 30 November 2020, the Club sent a statement along with the EHF Media Feedback as well as an email from an EHF Media person that may be summarise as follows. The Club is very sorry that the situation has led to the opening of legal proceedings. The Club is trying its best to follow the regulations and to improve in case of the receipt of a remark from the EHFM. Unfortunately, it was really hard for the Club to find a solution to fulfil the requirements provided by the Regulations concerning the quality of the photographs. The Club admits that the pictures were taken by the club’s staff during first match. For the second match, an agreement was made with a leisure photographer who was provided with a better equipment purchased by the Club for the third match. A second leisure photographer, more experimented and owning a better equipment was hired for the fourth match. Finally, the Club called upon a professional photographer for the last match. The Club therefore hopes that the latest feedback as well as the latest email received from the EHF have shown that the Club worked to find solutions and has finally provided photographs with the required quality.

II. Decisional Grounds

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

2. Following the first three matches of the Competition hosted by the Club, the latter provided the EHF with photographs of an insufficient quality to the required one.

3. In registering into the Competition, the 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, 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.

4. Article 47.4 of the Regulations, entitled "Photographs for on-an offline publication" provides as follows:

"The club must upload the following photo material to the EHF photo system (details of uploading will be distributed to clubs in good time prior to the start of the season):

- 3 pre-match photos (fans, full arena, warm-up, entry ceremony) – sent 10 min before the match's start
- 3 action/emotion photos from the first half (one photo of each team in action) – sent before the start of the second half
- 20 match photos – sent not later than 20 minutes after the match

These photographs (minimum 26) must cover at least the scenes as outlined below:

- Match pictures (action/emotions) with sponsor presence on barrier boards and floor stickers
- Goalkeepers in action
- Coaches in action

- Referees in action
- Team line-up
- Beauty shot of the arena showing the full playing court
- Team pictures before the match (changing room, on-court during warm up, etc.)
- Team timeout
- Ceremonies (EHF Representatives + VIPs)
- Opening and awarding ceremony
- Fans emotion/close up

The following quality criteria must apply to each photo:

- Minimum resolution of at least 8 megapixel per picture
- 300 dpi
- jpg file format
- Files must be delivered without filters

Please find further information in the more detailed Photo Briefing (see point 1).

These photographs will be used on the official EHF and EHF Champions League Women website, social media channels as well as in official EHF on- and offline publications and promotion material. These images shall be provided to EHF/M free of charge and will not be passed on to third parties for commercial use.

On request, access to an ftp-server or cloud system containing at least 50 photographs must be sent to the EHF one (1) day after the event."

5. According to Article 11 of the EHF Legal Regulations, sanctions may be imposed by the legal bodies in case of violation of an obligation expressly defined in the applicable Regulations and/or in the official EHF directives and communications (letter, emails, faxes...).

6. It follows therefrom that the Club had the obligation to send the EHF photographs of the hosted match in due time in accordance the abovementioned quality criteria to the EHF.

7. According to Article 12 of the EHF Legal Regulations, the type and extent of the penalties and measures to be imposed shall be determined considering all the objectives and subjective elements of the case as well as mitigating and aggravating circumstances, within the frame provided in Article 13,14,15 and, when relevant, in the EHF List of Penalties.

8. Article A.1) of the EHF List of Penalties foresees a fine from €150 to €7.500 in case of failure or delay to provide required information and/or documents to the EHF.

9. In the light of the foregoing, the Court notes that several reminders, each one setting forth an adequate and significant lapse of time for the Club to duly provide picture with a sufficient quality to the EHF. The Panel considers that the Club has received enough information and guidance to be able to comply with the Regulations and, at least, to be aware of the expectation of the EHF Media and the EHF in terms of photographs quality.

10. However, the Panel also observes that the Club has taken all the necessary steps to improve and this can also be seen from the latest EHF/M communications sent to the Club, which highlight the improvement in the quality of the photographs received following the hosting of the Club's last match. The Panel therefore decides to consider this last element as a mitigating circumstance that minimises the applicable sanction.

11. Hence, the EHF Court of Handball decided to impose on the Federation a fine of €1.000 (a thousand Euro) on the Club.

III. Decision

The club X... shall pay a fine of €1.000 (a thousand Euro) for having failed to provide the required documents to the EHF, i.e. insufficient quality of the photographs.

**EHF COURT OF HANDBALL
DECISION
Case n°20 20669 3 1 CoH
21 January 2021**

In the case against

Official. X...

Kristian Johansen (Faroe Islands)
Elena Borrás Alcaraz (Spain)
Urmo Sitsi (Estonia)

*Improper Conduct towards EHF Officials; Club
Competition; Fine*

I. Facts

1. On 17 January 2021, the DELO EHF Champions League (the “Competition”) – Group Phase match: club X... vs. club Y... took place (the “Match”).

2. On 18 January 2021, based on the EHF delegate’s report, the EHF requested the opening of disciplinary proceedings in accordance with Article 27.2 of the EHF Legal Regulations against the official B of Club X... (the “Club”), i.e. Mr. X... (the “Official B”), with regard to his behaviour after the Match. Indeed, the delegate’s report described that the Official B protested against the EHF referees’ performance with a strong body language and stated as follows: “This is a shame, are we even going to have normal referees?”.

3. On the same day, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Official B on the basis of the claim filed by the EHF. The Official B and the Club were invited to send a statement to the Court along with any document they may deem relevant.

4. On 19 January 2021, the Composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties.

5. On 20 January 2020, the Club sent an official statement on behalf of the Official B that may be summarised as follows. Mr. X... states that he did indeed approach the judge’s table at the end of the Match but claims that his body language and words should not be interpreted as strong and if it was the case, he sincerely regrets it. The Official B stresses that he was worried about the injury of one of his players and that the Match was extremely important and difficult and for these reasons he reacted emotionally. Furthermore, he asks the Panel to take into consideration the fact that this is the very first time that he has been involved in this type of situation. Finally, the Official B expresses his regrets and apologies to the EHF officials, the delegate and the referees and promises that this situation will not happen again.

II. Decisional Grounds

General Remark

1. The decision whether a team official’s behaviour should be further sanctioned as well as the decision as to the appropriate sanction 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 all the objective and subjective elements of the case, the EHF regulations as well as the EHF legal body case law.

Regarding the Assessment of the Behaviour

2. In registering into the Competition, clubs agree to comply with the obligations set forth in the applicable regulations.

3. Paragraphs 2 and 14 of the EHF Code of Conduct agreement signed by all clubs entering the EHF European club competitions including the DELO EHF Champions League states as follows:

“Clubs shall display courtesy and respect toward the opposing team, the EHF and its officials as well as EHF Partners and other EHF related organisations and persons.”

“Clubs shall ensure that this Code (and other relevant information) is provided to all club related persons.”

4. Article 2, Chapter II of the Regulations of the DELO EHF Champions League – Season 2020/21 (the “Regulations”) reads 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 [...] Respect all participants (players, officials, spectators, media representatives, etc.) Promote the spirit of sportsmanship [...] participate in a correct and sportsmanlike way [...]”

5. In addition, Article 6 of the EHF Legal Regulations states as follows:

“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 an around playing halls are subject to sanction.”

6. It follows therefrom that Mr. X..., as official B of the Club, had the obligation to enforce the principles of fair play and sportsmanship towards the EHF officials of the Match, notably by adopting and displaying a courteous and respectful behaviour towards them during but also after the Match.

7. The EHF Court of Handball panel has carefully examined and evaluated the EHF claim, the EHF delegate’s report as well as the Official B’s statement and notes that the latter adopted an improper behaviour at the end of the Match by approaching the judges’ table and criticising the performance of the referees.

8. The Panel underlines that such behaviour is detrimental to the image of our sport handball and goes against the spirit of fair play and sportsmanship. The Official B has the obligation to adopt and display a sportsmanlike

attitude towards EHF officials at any time before, during, and after the match. Subsequently, the improper conduct deserves further sanctions.

9. While defining the type and extent of the sanction, the Panel takes into consideration the fact that the Official B and the Club have officially apologised and that this is the very first time that this situation has ever happened for Mr. X.... The Panel therefore decides to consider these elements as mitigating circumstances that minimise the applicable sanction.

10. In the light of the foregoing, in accordance with the EHF legal bodies’ case law and pursuant to Articles 12.1 and 15.1 of the EHF Legal Regulations and Article B.3 of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €750 (seven hundred and fifty Euro) on the Official B.

III. Decision

The Official B shall pay a fine of €750 (seven hundred and fifty Euro) for his improper behaviour towards EHF Officials after the Match.

**EHF COURT OF HANDBALL
DECISION
Case n°21 20671 1 1 CoH
2 February 2021**

In the case against

Club X...
and Club Y...

Panel

- Kristian Johansen (Faroe Islands)
 - Ioannis Karanasos (Greece)
 - Viktor Konopliastyi (Ukraine)

*Match Result Protest; Inadmissibility; 'DELO
EHF Champions League*

I. Facts

1. On 24 January 2021, the DELO EHF Champions League (the "Competition") – Group Phase match: club Y... vs. club X... took place (the "Match"). The final score is 30:29 in favour of club Y....

2. On 25 January 2021, club X... (the "Club") filed a match result protest (the "Protest"). At the 35:44 minute of the Match, while the Club was attacking, six (6) players of club Y... were defending on the field although one (1) player of club Y... had received 2-minute suspension at the 34:23 minute. The EHF delegate interrupted the Match while the left wing of the Hungarian club was in a shooting position. The Club argues that this situation with one (1) player not eligible to be on court, is an attempt to prevent a clear chance of scoring and should have been awarded with a 7-metre throw pursuant to Rule 18:1 of the IHF Rules of the Game, and in particular in accordance with Article 7 of the Clarifications to the Rules of the Game. Furthermore, the Club claims that the guilty player should have been punished in accordance with Rule 16:6b in conjunction with Rule 8:10b, i.e. "with red plus blue card". By not taking these decisions, the EHF referees affected the result of the Match.

3. On 27 January 2021, 09:35 hrs (UTC+1), 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 28 January 2021, 14:00 hrs (UTC+1) if deemed necessary.

4. On 28 January 2021, the composition of the Court of Handball panel (the "Panel") nominated to decide the case was communicated to the parties.

5. On 28 January 2021, club Y... sent a statement that may be summarised as follows. Club Y... is surprised that the Club has not filed any claim during the Match and ascribes this inaction to the fact that the Club was leading by three (3) goals at that point of the club Y... was unable to find the regulations and therefore asks the Panel to evaluate the Club's Protest, ensuring that it was provided within the legal deadline. The club Y... points out that it did not take advantage of this error, in fact when it realised the mistake, one (1) of its players immediately left the court, leaving a huge free space for the attacking club. In addition, club Y... underlines that several other mistakes were made by the referees, which should have led to 7-metres and enabled the latter to score more goals. Finally, the club Y... claims that it had less than twenty-four (24) hours to prepare its defense which is not in accordance with international legal standards of defense.

6. No further statements or arguments were communicated to the Court.

II. Decisional Grounds

General Remark

1. With regard to the last argument of the club Y... that it had less than twenty-four (24) to prepare its defense and that this is not in accordance with international legal standards of defense, the Court of Handball wishes to underline that the EHF legal system is designed to ensure the parties' rights to a fair trial as well as the principle to due process. In this perspective, the parties are invited by the EHF legal bodies to provide statements along with

any documents they may deem necessary within a deadline set in consideration of the circumstances of the case at stake. In the present case, although the club Y... claims otherwise, the parties had more than twenty-four (24) hours to prepare their defense. The Court of Handball, as guarantor of the aforementioned principles in first instance considers that sufficient time was granted to the parties to express their opinion.

Regarding the Formal Admissibility of the Protest

2. Article 30 of the EHF Legal Regulations states as follows:

“Upon receipt of a protest, submission, request for initiation of proceedings or appeals by any entity, individual, the EHF or the initiator of proceedings, the President of the 20 relevant legal body shall verify the formal admissibility of the protest, submission, request or appeal according to the relevant Regulations.”

3. Article 72.3, Chapter XIII “Legal Matters” – Protest - of the DELO EHF Champions League 2020/21 Regulations (the “Regulations”) provides as follows:

“Protests related to matches of the EHF Champions League Women shall be settled at first instance by the EHF Court of Handball unless they refer to matters of administrative nature defined in the Catalogue of Administrative Sanctions. In these cases, they shall be settled by the EHF Office.

Protests shall be communicated in writing and in English to the EHF Office with any relevant statement and documents no later than twenty-four (24) hours after the end of the relevant match.

Besides, a protest fee of € 1,000 shall be paid by the claimant to the EHF or a written confirmation to deduct the amount from the club account within the EHF/M within the aforementioned deadline. The receipt by the EHF Office of a written proof of payment of the protest fee no later than twenty-four (24) hours

after the end of the relevant match shall be deemed sufficient.

If the protest is fully granted, the protest fee is refunded to the claimant; otherwise it is forfeited to the credit of the EHF.”

4. With regard to club Y...’s argument that the Protest may have filed without complying with legal requirements, the Panel has carefully reviewed the documents in hands and deems the Protest formally admissible. Indeed, The Club lodged the Protest, within the twenty-four (24) hour deadline, in writing, in English and with the request to deduct the amount of the protest fee, i.e. €1.000 (one thousand Euro), from its account within the EHF/M within the aforementioned period.

Regarding the Assessment of the Protest

5. Article 72.1, Chapter XIII “Legal Matters” - Definition - of the Regulations states:

“Under the present chapter ‘protest’ shall mean any match-related claim which may have an impact on the result of an EHF Champions League Women match.”

6. Article 72.2, Chapter XIII “Legal Matters » - Exclusion of protests - of the Regulations provides as follows:

“In all matches of the EHF Champions League Women, 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”*

7. 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.”

8. Article 6.4 of the EHF Legal Regulations states as follows:

“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.”

9. The Panel has thoroughly examined all documents of the case, including the video of the situation and observes as follows. At the 34th23 minute of the Match, the player n°9 of the club Y... received a two-minute suspension. The latter was therefore playing with one player less, i.e. a total of six (6) players. At the 35th40 minute of the Match, the Club, which was leading by three (3) goals, was attacking. At this time, while one (1) of the Club’s players was in a shooting position, the EHF delegate interrupted the Match and the EHF referees were informed that an additional player of the club Y... was standing on the playing court although the two-minute suspension of player n°9 had not elapsed. The EHF referees decided to impose a two-minute suspension on the player n°30 of the club Y....

10. Consequently, the EHF Court of Handball notes that the Match was interrupted while one (1) of the Club’s players was in a shooting position.

11. The EHF Court of Handball comes to the conclusion that the decision falls under the scope of articles 6.3 of the EHF Legal Regulations and 72.2 of the Regulations and shall be regarded as a factual and thus final decision not being subject to any protest.

12. 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, being taken on their factual observations during the Match on the playing court. Furthermore, since the action took place at 36th minute of the Match, the Panel

considers that the EHF referees’ decision had no major influence and did not affect the final result of the Match.

13. Consequently, and in the 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 25 January 2021 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°21 20672 1 1 CoH
14 February 2021**

In a case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Yvonne Leuthold (Switzerland)
Libena Sramkova (Czech Republic)

*Failure to play a match; Withdrawal; Force
Majeure; No further punishment*

I. Facts

1. The DELO EHF Champions League 2020/21 Group phase match: club Y... vs. club X... (the “Club”) was scheduled on 14 February 2021 (the “Match”) in the country of club Y....

2. On 12 February 2021, the Club informed the EHF BG Competition department that its flight has been cancelled due to bad weather conditions. As no alternative could be found, and the Group Phase ended on the same day, the match had to be cancelled.

3. On the same day, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Club with regard to its failure to play the Match. The email exchanges between the Club and the EHF were enclosed to the EHF claim.

4. On the same day, the Club sent an official statement that may be summarised as follows. The Club explains that it was unable to travel for reasons beyond its control. The Club received the information on the cancellation of its flights on 11 February 2021 in the early morning, which it immediately communicated to the EHF. Subsequently, the Club looked for alternatives, alone and in cooperation with the EHF, in order to be able to travel to the country of club Y... and play the Match. However, and

despite its efforts, no alternative could be found. Consequently, the Match was cancelled. Finally, the Club underlines that it is not responsible for the match cancellation and recalls that it has always been cooperative, notably in November when it offered to play away

5. whereas the match was initially scheduled to be played at home. The certificate of cancellation of the airline tickets was enclosed to the Club’s statement in reply to the EHF claim.

6. On 13 February 2021, the composition of the Court of Handball’s panel (the “Panel”) nominated to decide the case was communicated to the parties.

II. Decisional Grounds

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

- The Club was unable to travel to the country of club Y... to play the Match due to the late cancellation of its flight.

2. In registering into the DELO EHF Champions League 2020/21 (the “Competition”), the clubs agree to respect and apply the regulations governing this competition in all aspects.

3. On 2 June 2020, the Club 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 at European level.

4. Article 12 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the

administrative/legal bodies 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 and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”

5. Article 69, Chapter XIII “Legal Matters” – “Withdrawal (forfeit) and failure to play a match” -of the DELO EHF Champions League 2020/21 Regulations (the “Regulations”) provides as follows:

“By entering the EHF Champions League Women, a club agrees to enter all rounds resulting from the match system.

A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points.

Any withdrawal after the official entry date of the competition (09 June 2020 at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties.

Failure to play a match or late arrival at the venue of a match is regarded as a withdrawal (force majeure situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties).

The EHF has the right but not the duty to replace a team which withdraws or is regarded as withdrawn from the competition after the competition has started.”

6. Article B.8 of the EHF Legal Regulations states as follows:

“Failure to play a match through a fault attributable to a team (national or club team) Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners”

7. Article B.9 of the EHF Legal Regulations states as follows:

*“Late arrival at the venue by a team (national or club team) – match played
Fine: up to €20.000 / Payment of all damages and costs arising to its opponents, the EHF and/or their contractual partners”*

8. The EHF Court of Handball panel has carefully examined and evaluated the EHF claim, Club’s statement as well as its enclosure and notes that the Club was unable to travel to Romania to play the Match for reasons beyond its control, i.e. due to the cancellation of his flight because of bad weather.

9. While defining the type and extent of the sanction, the Panel takes into consideration the fact that there is no fault attributable to the Club and considers that the Club should therefore not be held responsible for the cancellation of the match.

10. However, the Panel acknowledges that the Group Phase of the Competition ends on 14 February 2021, therefore no possibility of postponement can be envisaged, the Panel must consequently decide on the outcome of the Match.

11. In the light of the foregoing, and in accordance with Article 12.1 of the EHF Legal Regulations and Article 69 of the Regulations, the EHF Court of Handball decides that the result of the Match shall be regarded as lost for the Club with 0:10 goals and 0:2 points. No further sanctions are imposed on the Club.

III. Decision

The result of the match club Y... vs. club X... is 10:0 goals and 2:0 points.

No further sanctions are imposed on the Club.

**EHF COURT OF HANDBALL
DECISION
Case n°20 20662 2 1 CoH
5 March 2021**

In a case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Yvonne Leuthold (Switzerland)
Libena Sramkova (Czech Republic)

*Education compensation; Refusal to pay;
Transfer Ban; International Transfer; Fine*

I. Facts

7. On 14 August 2020, the International Transfer Certificate (the “ITC”) for the transfer of the player X... (the “Player”) from the club Y... to the club X... (the “Club”) was issued, registered and confirmed by the EHF.

8. On 3 August 2020, the club Y... sent an invoice to the Club requesting the payment of education compensation for the Player, for an amount of €3.500 (three thousand and five hundred Euro).

9. On 30 October 2020, the Club, through its legal representative, officially informed the club Y... and the EHF of its refusal to pay education compensation.

10. On 11 November 2020, the EHF requested the Court of Handball to open legal proceedings against the Club for failure to pay education compensation and to issue a temporary injunction to suspend all current transfers of the Club.

11. On 12 November 2020, the Court of Handball officially informed the parties on 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 regarding (i) the EHF claim and (ii) the temporary injunction requested by the EHF.

12. On 16 November 2020, the parties were informed by the EHF Court of Handball on the composition of the panel (the “Panel”) nominated to decide on the present case.

13. On 19 November 2020, the Club, via its legal representative (the “Representative”), sent a statement in reply to the EHF claim that may be summarised as follows. Education compensation claimed by the club Y... is to be rejected “as the legal basis of the Article 11, XI. Training Compensation, §1, no 3 IHF Statute (sic) is ineffective”. The Representative considers that the payments made to the EHF and to the federation of the club Y..., in connection with the transfer of the Player for a total amount of €2.840 (two thousand, eight hundred and forty Euro) are already disproportionate and therefore “should be ineffective”. The Representative believes that the IHF regulations “violate higher-ranking law”, in particular the free movement of workers within the EU and contravene the European Convention on Human Rights since the regulations represent an “indirect gender-specific discrimination against women” and a discrimination based on the age of the players. The Representative points out that education compensation’s system would have a “deferent function and would reduce the remuneration of the players”, that the provisions of European Union notably regarding the free movement of workers shall apply in the present case. In this respect, the Representative refers to and quotes *Union Royale Belge v. Bosman*, Case C-415/93 (the “Bosman Case”) ruled by the European Court of Justice (“ECJ”). Furthermore, the Representative is of the opinion that education compensation system in the Women’s handball represents a restriction with regard to the choice of their employment and indirectly restricts their freedom of movement. Finally, the Representative underlines that education compensation’s system is discriminatory because based on the age and that after the age of 18, the players should be free to sign an

employment agreement without the consent of their parents.

14. On 25 November 2020, the EHF Court of Handball released a decision on the request for temporary injunction made by the EHF, whereby the Panel decided “to temporary suspend the Club from its right to proceed to transfers of players between national federation until the final decision of the EHF Court of Handball in the present case. All current transfers are therefore suspended.” The EHF Court of Handball made its decision pursuant to Article 19 of the EHF Legal Regulations, taking into consideration the arguments submitted by the parties and the circumstances of the case, and after having taken into account the necessity to safeguard the democratically established system of education compensation and by extension the system of transfers between national federations, as well as the necessity to protect the rights of the parties involved in transfer operation with the Club.

15. No further statements or documents were sent by the parties to the EHF Court of Handball.

II. Decisional Grounds

Regarding the compatibility of education compensation disposition of the IHF Regulations for Transfer Between Federations with the Treaty on the functioning of the European Union (“TEU”)

1. Article 6.2 of the EHF Legal Regulations states as follows.

“Disputes between handball/EHF related entities and/or individuals, issues relating to international handball competition in Europe and/or EHF activities as well as issues relating to international players’ transfer between EHF member federations and associated federations shall be decided upon according to the present regulations, any other applicable Regulations and the general principles of law.”

2. In the light of the foregoing, the EHF Court of Handball is not competent to examine the compatibility of any EHF/IHF applicable regulations with EHF law. No decisions and/or recommendation from any institutions of the European Union called into question the scheme for education compensation of the IHF. Consequently, the control of the EHF Court of Handball must confine itself to implementing the applicable regulations and the general principles of law as lay down in the aforementioned article of the EHF Legal Regulations.

Regarding the comparison with the Bosman Case

3. The Panel finds such comparison irrelevant as in the present case, only education compensation is concerned. The Representative seems to confuse the two systems, i.e. transfer fees and education compensation. Indeed, in the Bosman Case, a transfer fee at the end of an employment contract was restricting the freedom of workers. The Panel agrees that the ruling in the Bosman Case also refers to a system of fee for training and development; however, the described system of the UEFA at the time of the ruling was in no point comparable to the current system established by the IHF. The Panel deems that the Representative, who merely copied and pasted the operative part of the Bosman Case, misunderstood the scope of the judgement rendered by the European Court of Justice.

4. Indeed, the interpretation by EU institutions of sport’s specificities is essential to understand sporting bodies self-regulatory powers. EU institutions emphasise the importance of the rules aimed at supporting solidarity, redistribution of resources among the clubs – in order to promote fair and balanced competition – and youth development as key reasons for justifying derogation from traditional implementation of EU Treaty rules.

5. In addition, the Panel recalls that the ECJ has emphasised in its decision *Olympic*

Lyonnais SASP/Olivier Bernhard and Newcastle UFC issued in 2010 that Article 45 TFUE does not preclude a scheme which, in order to attain the objective of encouraging the recruitment of young players, guarantees compensation to the club which provided the training, and does not go beyond what is necessary to attain it, according to the classic jurisprudence of the ECJ and its proportionality.

6. Therefore, the Panel finds the Representative's argument irrelevant in the present case. For the sake of completeness, the Panel would like to point out that the idea of education compensation system is to reach a better balance; the clubs, namely small clubs shall receive an equivalent for their investment. These serves the principle of social balancing and gender equality.

7. Article XI of the IHF Regulations for Transfer between Federations (the "Regulations") states as follows:

"1. 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 (criterion: being listed at least once in a match report in the respective season).

2. The club(s) with which a player was under contract (including players with a written educational agreement) before the transfer is/are entitled to a maximum compensation of CHF 3,500 per professional player and season for club competitions. Education compensation shall not be demanded later than 12 months after the end of the last employment contract for a professional player.

[...]

6. 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.

[...]

8. Article E.5 of the EHF List of Penalties provides as follows:

"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: Fine of up to €16.350 / A transfer ban for up to 5 years / Exclusion/suspension of club/federation from national and international competitions.

In implementing the penalty, the requirements of the current playing season may be taken into account if deemed appropriate. Responsibility for the implementation of sanctions at the national level shall rest with the federation concerned. If the federation does not ensure appropriate implementation, the outstanding claims shall be debited to the Nation's account."

9. After a careful examination of all statements and documents provided by the parties, the Panel observes that despite the issuance of the ITC for the transfer of the Player and reminders sent by the club Y..., the Club refuses to pay education compensation for the aforementioned transfer.

10. The Panel notes that the Player was born on 3 February 1999, she was twenty-one (21) years-old at the time the transfer was requested. The Player belongs to the age category mentioned in the Regulations, i.e. players between the ages of 16 and 23. Furthermore, the Panel observes that the Swedish club fulfilled in due time the regular steps in informing an demanding education compensation to the Club.

11. It follows therefrom that the Club had to pay the cost of education compensation and by failing to do so in due time, the Club shall be sanctioned. The fact that the Club intentionally refused to pay the due amount is regarded by the EHF Court of Handball as aggravating circumstances.

12. The Panel finds that the failure, and in the present case the refusal, of clubs to pay education compensation endangers the system of education compensation within international transfer and thus education of

young handball players since the system is designed to promote and protect the development of young players by handball clubs and national federations. The intentional breach of the Club is thereby regarded as a serious breach by the EHF Court of Handball, the extent of sanctions is to be defined accordingly.

13. In the light of the foregoing, the EHF Court of Handball decides to impose a fine of €2.500 (two thousand and five hundred Euro) on the Club and an international transfer ban of one (1) year.

14. With regard to the transfer ban, the Panel considers that the aim is to prevent similar situation to occur again and thus finds that such aim can also be achieved by suspending the sanction since such sanction has a deterrent effect. According to Article 17 of the EHF Legal Regulations, the transfer ban is therefore imposed on a suspended basis with a probation period of one (1) year starting as from the date of the present decision and under the condition that the Club pays education compensation by 2 April 2021.

15. Finally, according to its decision on the request for temporary injunction made by the EHF dated 25 November 2020, the EHF Court of Handball lifts the temporary transfer ban imposed on the Club.

16. For the sake of completeness, the Panel underlines that the payment of education compensation by the Club to the Swedish club in connection with the transfer of the Player shall be executed within one (1) month, i.e. by 2 April 2021.

III. Decision

The Club shall pay a fine of €2.500 (two thousand and five hundred Euro) for having failed to pay compensation for the cost of education within the framework of the transfer of the Player from the club Y... within the requested deadline.

The Club must pay education compensation for an amount of €3.500 (three thousand and five hundred Euro), in favour of the club Y..., by 2 April 2021, at the latest.

A one-year transfer ban at international level is imposed on a suspended basis with a probation period of one year starting as from the date of the present decision and under the condition that the Club pays the education compensation by 2 April 2021.

The temporary transfer ban imposed by decision of the EHF Court of Handball on 25 November 2020 on the Club is lifted.

**EHF COURT OF HANDBALL
DECISION
Case n°21 20675 1 1 CoH
14 March 2021**

In a case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Yvonne Leuthold (Switzerland)
Urmo Sitsi (Estonia)

*Withdrawal; Failure to play matches;
Match Result; Covid-19; Force Majeure*

I. Facts

1. The Play-Off matches of the DELO EHF Champions League 2020/21 (the "Competition"): club X... (the "Club") vs. club Y... were, following the agreement of both clubs, scheduled to take place on 12 March 2021 and 14 March 2021 (the "Matches") due to the travels restrictions existing between the two countries.

2. On 10 March 2021, the Club informed the EHF on the positive Covid-19 test result of the player of the club Y..., i.e. Ms X... (the "Player") which was received on 8 March 2021.

3. On the same day, following the receipt of this information, the EHF has contacted the club Y... in order to understand the circumstances of the situation with the remaining players of the club Y... and the procedure that has been entertained. The club Y... stated that the Player is in quarantine as requested by its national authorities and that the other players have been tested negative and undergo individual training while respecting physical distancing. The club Y... added that the players of its team will be tested on 10 March 2021 and will be tested once again the next day.

4. On the same day, the EHF informed the club Y... that the Matches will take place under the conditions that the following points are fulfilled. The club Y... had to (i) correctly provide the EHF with the requested information regarding the training schedule of its team as well as the testing procedure that has been undertaken; (ii) the team officials as well as the players of the club Y... have to do a PCR Test on 11 March 2021 by 12:00 hrs (UTC+1) (iii) and to do an AG-Test on 12 March 2021 in the morning. The EHF recalled that the Matches will be played solely if the abovementioned tests results are negative.

5. On the same day, the Club sent an email to the EHF that may be summarised as follows. The Club's national handball federation has been informed on 8 March 2020 that the Player has been tested positive to Covid-19 and that she showed some symptoms on 5 March 2020 and was also for training with a small group of the team of the club Y... on 8 March 2020. The Club affirmed that "normally" the team would have to go in quarantine. The Club pointed out that the fact that behaviour of the club Y... in not communicating the positive case of the Player to the EHF creates a space for speculation and damages the European women's handball. The Club also shared the information that the its national handball informed the Club that, in order to protect the players of the Club's national handball team, in the case the players of the Club participate in the Matches, they will not be able to participate in the national team week with the Club's national handball team. The Club questioned the EHF about the potential other infected player of the club Y..., about the training schedule of the club Y... as well as the reason why this information has been hidden from the Club and the EHF. The Club underlined it concerns about the insufficient and irresponsible information policy and questioned the wisdom of playing the Matches without the risk of spreading the Covid-19 virus throughout Europe. The Club concluded by requested a feedback before 19.00 hrs (UTC+1) on the same day.

6. On the same day, the EHF Chief Officer, sent an email to both clubs summarising the above facts, i.e. the communication between the EHF and the club Y... as well as the clear instruction that have been given to the club Y... by the EHF regarding the Covid-19 testing to be undertaken in the present situation. The EHF Chief Officer recalled that for the time being, i.e. on 10 March 2021, at 18:41 hrs (UTC+1), the Matches remain scheduled under the conditions that the PCR tests results of the club Y... are negative and that the latter respects the procedure and the instructions given by the EHF. The EHF Chief Officer underlined that the EHF reserves the right to reconsider its position depending on the outcome of the tests results as well as to come back to the issue of the missing information by the club Y... regarding the positive case in its team after the week-end.

7. On 11 March 2021, at 15:47 hrs (UTC+1), the EHF Chief Officer sent an email to the Club, following some phone calls with the Club's responsible person, that may be summarised as follows. He informed the EHF on the Club's decision not to play the Matches due to the Covid-19 issue of the club Y.... The eventuality of playing only one (1) match instead of two (2) was evoked by the EHF Chief Officer and the Club's responsible person and they both agreed to discuss this possibility internally, within the Club and within the EHF. Afterwards, the Club's responsible person called the EHF Chief Officer to inform the latter on the Club's decision to accept the proposal. However, the EHF Chief Officer stated that after evaluation of the situation, the EHF came to the conclusion not to pursue the possibility of playing only one (1) match instead of two (2). The EHF Chief Officer confirmed that the Matches remain scheduled as communicated the on 10 March 2021.

8. On the same day, at 18:16 hrs (UTC+1), the Club sent an email to the EHF that may be summarised as follows. The Club thanked once again the EHF for its proposal and regretted that under the special circumstances the proposal had not been considered further. The Club stated that a trip to the Matches' venue

under the given circumstances is irresponsible and apologised that the Matches could not take place. The Club will send the reasons for its decision the following day.

9. On the same day, at 18:51 hrs (UTC+1), the club Y... sent the requested information to the EHF and reported that its team was in quarantine until 3 March 2021. The Player showed some Covid-19 symptoms on 5 March 2021 and was tested positive on 8 March 2021. The club Y... stated that the player was reported to its national authority, who requested the isolation of the latter. The club Y... has provided the entire training schedule of its team from 4 March 2021 until 10 March 2021 as well as the information that the team was tested on 10 March 2021. The club Y... sent the Covid-19 test results of the sixteen (16) players registered to take part in the Matches and inform the EHF that the remaining test results will be sent on 12 March 2021, as soon as they have received them. The club Y... confirmed that its team will do an AG-Test on 12 March 2021, as requested by the EHF. The club Y... underlined the fact that they put a lot of effort in the organisation of the Matches in terms of set-up and costs and wanted to know as soon as possible if the Club was planning to travel to the venue to play the Matches.

10. On the same day, at 19:40 hrs (UTC+1), the EHF Chief Officer sent an email to the Club that may be summarised as follows. The EHF confirmed the receipt of the Club's email. It appeared from the email received that the Club is informing the EHF of its decision not to travel to the venue to play the Matches and that the Club will provide a more detailed reasoning of its position the following day. The EHF will therefore proceed according to the understating of the EHF of the information provided by the Club.

11. On 12 March 2021, the EHF officially informed the clubs that on the Club's decision not to travel to the venue to play the Matches due to the present circumstances and based on the information received by the Club, the EHF is forced to call off the Matches.

12. On the same day, the EHF requested the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Club with regard to its refusal to play the Matches. The email exchanges between the Club and the EHF, the Covid-19 test results of the Player and the communication between the latter and the EHF as well as the statement of fact of the EHF BG Competitions club department were enclosed to the EHF claim.

13. On the same day, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the claim filed by the EHF. The Club was invited to send a statement to the Court along with any document it may deem relevant. For the sake of completeness, the Court of Handball underlined that due to the urgency of the issue concerning the outcome of the match, the present case will be split in two (2), i.e. matches results and disciplinary proceedings. Therefore, two (2) different deadlines were given to the Club to provide its statements in reply to the EHF claim.

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

15. On the same day, the club Y... sent a statement that may be summarised as follows.

- The club Y... accepted to organise the Matches to be played at the new venue in order to help the Club which was in difficulties due to its national regulations and restrictions for Covid-19 reasons, although the Club was supposed to be eliminated from the competition. The club Y... states that this is was already an opportunity regarding the ranking of the Club in the competition.
- The club Y... recalls that it had undertaken the health requirements, i.e. PCR Test and AG-Test and underlines that the players of its club have been tested four (4) time over the past week. The club Y... states that the group of sixteen (16) players of its team nominated to participate in the Matches have all been tested negative.

- The club Y... has never deliberately hidden anything from the Club but simply followed the regulations of Back to Handball-Hygiene concept 4.3 Positives tests. The fact that they have been informed on behalf of the Player represents a serious breach of professionally secret and does not really understand how this can represent a penalty for the Club from a sporting point of view. The club Y... recalls that every weekend, matches are played with teams made up of players who tested negative in which the players who tested positive have been excluded from the group.

- The club Y... recalls the difficulty to organise the Matches in a new venue on such short-term notice in terms of set-up, employment of temporary staff as well as help of volunteers.

- The club Y..., following the request of the EHF Chief Officer, tried to call the Club's responsible person, but the latter refused. The club Y... regrets the Club's behaviour which was aware of the situation since the morning of 10 March 2021 but which informed the club Y... less than 24 hours prior to the first leg of the Matches of its decision not to travel to the venue and not play the Matches, explaining that health is the Club's priority and it is proposing to the latter to play only one (1) of the scheduled matches because the Club wants to preserve its players for the upcoming national team week.

16. On the same day, the Club sent an official statement that may be summarised as follows. The Club affirms its willingness to participate in the Matches but claims that the fact that at least one positive Covid-19 case in the club Y..., the uncertainty as to whether there were other positive cases as well as the fact that the club y... failed to comply the procedure foreseen in the European Handball Federation- Back to Handball – Hygiene Concept- Covid-19 Concept and Guidelines for EHF Club and National Team Competitions – Version 4 (valid as of 1 February 2021) (the "Hygiene Concept") should lead to the Matches result that the Clubs is qualified for the quarter-finals of the Competition. The Club explains its reasoning by dividing its factual and legal arguments.

principle of causation, the Club claims that the club Y... caused the present unacceptable uncertainty by violating the rules. The Club requests the Matches results to be each scored as lost with 0:10 and 0:2 points to the disadvantage of the club Y... and to therefore qualify the Club for the quarterfinals of the Competition.

17. No further documents or statements were sent by the parties.

II. Decisional Grounds

Factual Background

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

- The Player has been tested positive to Covid-19 on 8 March 2021;
- The club Y... did not report the Player's positive test result immediately after receiving the information;
- The Club did not travel to the venue to play the Matches; and
- The EHF was forced to cancel the Matches.

Legal Bases

2. In registering into the DELO EHF Champions League 2020/21, the clubs agree to respect and apply the regulations governing this competition in all aspects.

3. On 3 June 2020, the Club 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 at European level.

4. Article 12 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative

Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies 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 and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed.”

5. Article 69, Chapter XIII “Legal Matters” – “Withdrawal (forfeit) and failure to play a match” -of the DELO EHF Champions League 2020/21 Regulations (the “Regulations”) provides as follows:

“By entering the EHF Champions League Women, a club agrees to enter all rounds resulting from the match system.

A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points.

Any withdrawal after the official entry date of the competition (09 June 2020 at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties.

Failure to play a match or late arrival at the venue of a match is regarded as a withdrawal (force majeure situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties).

The EHF has the right but not the duty to replace a team which withdraws or is regarded as withdrawn from the competition after the competition has started.”

6. Article B.8 of the EHF Legal Regulations states as follows:

“Failure to play a match through a fault attributable to a team (national or club team) Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs

arising to its opponents, the EHF, and/or their contractual partners”

7. Article B.9 of the EHF Legal Regulations states as follows:

“Late arrival at the venue by a team (national or club team) – match played

Fine: up to €20.000 / Payment of all damages and costs arising to its opponents, the EHF and/or their contractual partners”

8. Article 4.2 of the Hygiene Concept states as follows:

“4.2 COVID-19 TESTING REGIME

- *Clubs and national federations should develop their own regular Covid-19 testing regimes in line with local health regulations.*
- *We recommend that all clubs and national federations keep a Covid-19 testing logbook or passport for each travelling players/official, including club test results for travelling national team players.”*

9. Article 4.3 of the Hygiene Concept provides as follows:

“4.3 TESTING REGIME PRIOR TO THE MATCH

- *All players, team officials and EHF officials must undergo a test for the presence of SARS-CoV-2. This test can be either a PCR (individual or pool test) or rapid Antigen test.*
- *The handling of the timekeeper and scorekeeper is in the responsibility of the home team Covid-19 Officer.”*

10. Article 4.4 of the Hygiene Concept states as follows:

“4.4 PCR TEST (INDIVIDUAL OR POOL TEST)

- *The PCR test must be conducted earliest 72 hours prior to the resp. match (no extension possible).”*

11. Article 4.5 of the Hygiene Concept provides as follows:

“4.5 RAPID ANTIGEN TEST

- *The rapid Antigen test must be conducted earliest 24 hours prior to the resp. match (no*

extension possible). This test must be conducted by medical staff.

- *The availability as well as the carrying out of the Antigen tests is in the responsibility of the resp. team, this includes if a second test must be conducted (first test was prior to the 24 hours deadline).”*

12. Article 4.6 of the Hygiene Concept provides as follows:

“4.6 POSITIVE PCR TESTS

- *In their own country, clubs and national federations should follow local health regulation advice if any players or staff tests positive for Covid-19. They should only return to club or national team duty when it is fully safe to do so, and they have tested negative for the virus or proofing a test result with a crossing threshold (Ct) above 30 who are not considered infectious any longer and are allowed to fully participate in social life.*
- *If a number of players contract the virus and the team feels it can no longer field a competitive team for an upcoming match, they should contact the EHF immediately.*

- *If a player or official tests positive for Covid-19 after arriving at another venue for a match, they should take the advice of the local medical staff for self-isolation and mitigation. The EHF and Team managers will all have been made aware of the result under the testing protocol and the EHF and teams should take a decision about whether the match can go ahead. The local authorities must be notified in case of a positive result and will be involved in the decision whether the match can go ahead.*

- *A positive tested person is allowed to participate at a match if all three following conditions are fulfilled:*

- *In their own country, clubs and national federations should follow local health regulation advice if any players or staff tests positive for Covid-19. They should only return to club or national team duty when it is fully safe to do so; they can prove a PCR test result with a*

crossing threshold (Ct) above 30, are not considered infectious any longer, and are allowed to fully participate in social life.

- A full documentation must be available (first positive test result; latest test result must proof a Ct above 30; confirmation from local authorities that the quarantine is over – if available).

- At least 14 days between the first positive test and the day of the resp. match.

13. Article 4.7 of the Hygiene Concept states as follows:

“4.7 CONFIRMATION TO THE EHF AND ELIGIBILITY TO PARTICIPATE

▪ PCR test: A confirmation of the negative results by using the resp. PCR confirmation form must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent prior to travel (guest team) resp. as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).

▪ Antigen test: A confirmation of the negative results by using the resp. AG confirmation form together with a picture of all Antigen tests (all tests together on one picture) must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).

▪ Positive tested person: A confirmation of the results by using the resp. confirmation form together with the complete documentation (see point 4.6) must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent prior to travel (guest team) resp. as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).

▪ After checking all required information, the EHF will send a confirmation of the eligibility of all persons to the EHF delegate and the Covid-19 Officer of the home and away team.

Without this EHF confirmation, the players resp. officials are not eligible to take part at the resp. match.”

Regarding the Assessment of the Factual situation

14. The EHF Court of Handball panel has carefully examined and evaluated the documents submitted to it, i.e. the EHF claim and its enclosures, the statement of the club Y... as well as the Club’s statement and its enclosure and notes the following. Both of the clubs supposed to participate in the Matches agreed beforehand to play the Matches at the new venue due to the governmental restrictions of the two countries due to the current high number of positive tested person to Covid-19 in both countries. On 8 March 2021, the Player was tested positive to Covid-19 and the club Y... did not inform the EHF nor the Club of such positive test result. On 10 March 2021, the Club has informed the EHF on the Player’s positive test result and the EHF contacted the club Y... to request further information and clarification on the present case. Following the explanations given by the club Y..., the EHF requested the club Y... to comply with several conditions, i.e. information on the club Y...’s training schedule, a strict testing procedure, and negative test results in order to allow its team to take part in the Matches. The conditions set-up by the EHF as well as the club Y...’s training schedule were communicated to the Club which showed its willingness not to play the Matches due to the uncertainty of the Covid-19 situation within the club Y.... Following further discussions between the Club and the EHF, the Club informed the EHF, before the receipt of the club Y...’s test results, of its decision not to play the Matches. The club Y... undertook the required additional tests and followed the conditions communicated by the EHF in order to play the Matches. The test results of the players of the club Y... are all negative.

Regarding the Failure of the club Y... to Communicate the Player’s positive test result

15. The Panel notes that the club Y... did not inform the EHF nor the Club on the Player's positive test result and that according to the Club's arguments, the club Y... should therefore be held responsible for the cancellation of the Matches due to the non-compliance with the procedure foreseen in Article 4.7 of the Hygiene Concept.

16. The Panel believes that the Club has misinterpreted the Article 4.7 of the Hygiene Concept. Indeed, the Club is making a reference to the eligibility of a positive player to participate in a Competition's match. The procedure described in Article 4.7 of the Hygiene Concept, as set out in Article 4.6 above, shall be followed where a player who has tested positive for a prolonged period of time, but is therefore no longer considered contagious, may resume competing in accordance with the procedure set out in Article 4.7. However, the Panel notes that the Player was not supposed to compete in the Matches.

17. Furthermore, although the club Y... did not communicate the Player's positive test result to the EHF and the Club, the club Y... has nevertheless reported the issue to its national Health Authorities and has, in accordance with Article 4.2 of the Hygiene Concept, followed the procedure laid down by the national Health Authorities of the club Y..., i.e. the Player was isolated from the team and all other players were tested, with a negative result. Therefore, although the Panel regrets that this information was not passed on directly, it seems that this misconduct can only be considered as a breach of a formal condition in the present case but cannot be considered as a serious fault, determining the cancellation of the Matches.

18. In addition, the Panel notes that once the EHF became aware of a positive case at the club Y..., it immediately requested more information and tightened the testing regime, which was stricter than the Hygiene concept in order to make sure that the situation was safe, for the club Y..., which accepted it and followed it strictly.

Regarding the Assessment of the Cause of the Withdrawal of the Matches

19. The Panel observes that the Club was responsible for travelling to the venue to play the Matches and that by refusing to do so, the Club breached the provisions of the DELO EHF Champions League Regulations and is therefore responsible for the withdrawal of the Matches.

20. As regards the Club's argument that it was informed only on 12 March 2021 of the negative test results of the players and team officials' of the club Y... and that although twenty (20) tests were announced, only sixteen (16) were sent, which may leave some doubt as to the existence of other positive cases of Covid-19 within the club Y..., the Panel finds the argument irrelevant for the following reasons.

21. First of all, the Club was informed on 10 March 2021 on the instructions given by the EHF to the club Y... and the conditions that would have to be fulfilled by the club Y in order to be allowed to play the Matches, i.e. the undertaking of PCR and AG tests as well as the negative result of these tests.

22. Furthermore, the Panel points out that the Club withdrew its participation in the Matches before the test results were sent. The Panel considers that the number of tests received did not matter to the Club as it confirmed its refusal to travel to the venue to play the Matches before receiving the sixteen (16) or twenty (20) negative tests from the opposing team.

23. Finally, to conclude on this point, the Panel notices that the evidence in the EHF claim shows that the club Y... informed the EHF that only sixteen (16) test results, i.e. the sixteen (16) players who were qualified to play the Matches, were sent by the club Y... on 11 March 2021 and the four (4) remaining test results, will be sent the following day, which the Panel believes that it was done.

24. With regard to the Club's argument that the principle of "force majeure" is applicable in the present case, the Panel considers that it is not relevant to exempt the Club from its obligation to travel to play the Matches. Indeed, the mandatory quarantine referred to by the Club should only apply in case of a high risk Covid-19 infection such as if the Club were to travel to the venue or the club Y... from its city to travel to the Club's country. However, in the present case, the uncertainty invoked by the Club is merely hypothetical and is not clear or not proven. This is reinforced by the negative Covid-19 test results of the club Y....

25. Lastly, with regard to the Club's final argument that the Letter sets out a new rule and introduces the "principle of causation" which should apply in the present case, the Panel would like to reply as follows.

26. The Club is making reference in the first place of the "home right for both matches will go to the team which did not have the positive Covid-19 cases". The Panel recalls that the venue in which the Matches will be played was determined following the agreement of both clubs, therefore this is irrelevant.

27. With regard to the Club's second reference to the principle of causation, the Panel notes that the Letter states that "*a team that is not in the position to play its scheduled game on the 2nd weekend will be excluded from the competition regardless of the result in the 1st leg game. The opponent would then qualify for the Quarter Finals*". Indeed, the Panel does not dispute that the aforementioned principle is applicable, but the Panel disagrees with the Club's interpretation of its application. As a matter of facts, it was shown that the club Y... was in a position to play the Matches if it respected the conditions imposed by the EHF as well as if the results of the tests undertaken were negative, which turned out to be the case.

28. Hence, the reason for the cancellation of the Matches is the refusal of the Club to travel to the venue and to play the Matches.

29. The EHF Court of Handball in its considerations, would like to point out that the EHF with its Hygiene Concept set-up clear conditions for holding European competitions under Covid-19 circumstances. It on the one hand ensures the carrying out of professional sport on international level under safe circumstances and it on the other hand makes sure that a clear procedure which enables the sporting competition in situations in which a positive Covid-19 case appears.

30. Any club participating in an EHF competition is subordinated to the Hygiene Concept including the relating principles as well as EHF decisions which are based on this protocol. Not following such applicable regulations (i.e. the EHF decisions relating to the Hygiene Concept) and taking 'private' conclusions concerning the participation in EHF club competitions constitute a material violation of the applicable regulations as well as the principles confirmed in the pledge of commitment. Such an acting must lead to the consequences provided for in the applicable regulations.

31. In the light of the foregoing, and in accordance with Article 12.1 of the EHF Legal Regulations and Article 69 of the Regulations, the EHF Court of Handball decides that the result of the Matches shall be each regarded as lost for the Club with 0:10 goals and 0:2 points.

32. For the sake of completeness, the Court of Handball hereby recalls that a decision regarding the disciplinary proceedings opened against the Club was handled in a separate way and will therefore be taken at a later stage.

III. Decision

The results of the Play-Off matches between club X... vs club Y... are each 0:10 goals and 0:2 points.

**EHF COURT OF HANDBALL
DECISION
Case n°21 20675 1 1 CoH
16 June 2021**

In a case against

Club X...

Panel

Kristian Johansen (Faroe Islands)
Yvonne Leuthold (Switzerland)
Urmo Sitsi (Estonia)

*Withdrawal; Failure to play matches;
Covid-19; Force Majeure; Damage
Compensation; Fine*

I. Facts

1. The Play-Off matches of the DELO EHF Champions League 2020/21 (the "Competition"): club X... (the "Club") vs. club Y... were, following the agreement of both clubs, scheduled to take place on 12 March 2021 and 14 March 2021 (the "Matches") at the new venue due to the travels restrictions existing between two countries involved.

2. On 10 March 2021, the Club informed the EHF on the positive Covid-19 test result of the player of the club Y..., i.e. Ms. X... (the "Player") which was received on 8 March 2021.

3. On the same day, following the receipt of this information, the EHF has contacted the club Y... in order to understand the circumstances of the situation with the remaining players of the club Y... and the procedure that has been entertained by the club Y.... The latter club stated that the Player is in quarantine as requested by its national authorities and that the other players have been tested negative and undergo individual training while respecting physical distancing. The club Y... added that the players of its team will be tested on 10 March 2021 and will be tested once again the next day.

4. On the same day, the EHF informed the club Y... that the Matches will take place under the conditions that the following points are fulfilled. The club Y... had to (i) correctly provide the EHF with the requested information regarding the training schedule of its team as well as the testing procedure that has been undertaken; (ii) the team officials as well as the players of the club Y... have to do a PCR Test on 11 March 2021 by 12:00 hrs (UTC+1) (iii) and to do an AG Test on 12 March 2021 in the morning. The EHF recalled that the Matches will be played solely if the abovementioned test results are negative.

5. On the same day, the Club sent an email to the EHF that may be summarised as follows. The Club's national handball federation has been informed on 8 March 2020 that the Player has been tested positive on Covid-19 and that she showed some symptoms on 5 March 2020 and was also for training with a small group of the team of the club Y... on 8 March 2020. The Club affirmed that "normally" the team would have to go in quarantine. The Club pointed out that the fact that behaviour of the club Y... in not communicating the positive case of the Player to the EHF creates a space for speculation and damages the European women's handball. The Club also shared the information that its national handball federation informed the Club that, in order to protect the players of the its national handball team, in the case the players of the Club participate in the Matches, they will not be able to participate in the national team week with its national handball team. The Club questioned the EHF about the potential of other infected players of the club Y..., about the training schedule of the club Y... as well as the reason why this information has been hidden by the Club and the EHF. The Club underlined made reference to the insufficient and irresponsible information policy and questioned the wisdom of playing the Matches with the risk of spreading the Covid-19 virus throughout Europe. The Club concluded by requesting a feedback before 19.00 hrs (UTC+1) on the same day.

6. On the same day, the EHF Chief Sport Officer sent an email to both clubs summarising the above facts, i.e. the communication between the EHF and the club Y... as well as the clear instruction that have been given to the club Y... by the EHF regarding the Covid-19 testing procedure to be undertaken in the present situation. The EHF Chief Sport Officer recalled that for the time being, i.e. on 10 March 2021, at 18:41 hrs (UTC+1), the Matches remain scheduled under the conditions that the PCR tests results of the club Y... are negative and that the club Y... respects the procedure and the instructions given by the EHF. The EHF Chief Sport Officer underlined that the EHF reserves the right to reconsider its position depending on the outcome of the tests results as well as to come back to the issue of the missing information by the club Y... regarding the positive case in its team after the week-end.

7. On 11 March 2021, at 15:47 hrs (UTC+1), the EHF Chief Sport Officer sent an email to the Club, following some phone calls with the Club's responsible person, that may be summarised as follows. He informed the EHF on the Club's decision not to play the Matches due to the Covid19 issue of the club Y.... The option of playing only one (1) match instead of two (2) was evoked by the EHF Chief Sport Officer and the Club's responsible person and they both agreed to discuss this possibility internally, within the Club and within the EHF. Afterwards, the Club's responsible person called the EHF Chief Sport Officer to inform the latter on the Club's decision to accept the proposal. However, the EHF Chief Sport Officer stated that after evaluation of the situation, the EHF had to come to the conclusion not to pursue the possibility of playing only one (1) match instead of two (2). The EHF Chief Sport Officer confirmed that the Matches remain scheduled as communicated on 10 March 2021.

8. On the same day, at 18:16 hrs (UTC+1), the Club sent an email to the EHF that may be summarised as follows. The Club thanked once again the EHF for its proposal and regretted that under the special circumstances the

proposal had not been considered further. The Club stated that a trip to the venue under the given circumstances is irresponsible and apologised that the Matches could not take place. The Club will send the reasons for its decision the following day.

9. On the same day, at 18:51 hrs (UTC+1), the club Y... sent the requested information to the EHF and reported that its team was in quarantine until 3 March 2021. The Player showed some Covid-19 symptoms on 5 March 2021 and was tested positive on 8 March 2021. The club Y... stated that the information on the players infection was reported to the club Y...'s national authorities, who requested the isolation of the latter. The club Y... has provided the entire training schedule of its team from 4 March 2021 until 10 March 2021 as well as the information that the team was tested on 10 March 2021. The club Y... sent the Covid-19 test results of the sixteen (16) players registered to take part in the Matches and informed the EHF that the remaining test results will be sent on 12 March 2021, as soon as they have received them. The club Y... confirmed that its team will do an AG-Test on 12 March 2021, as requested by the EHF. The club Y... underlined the fact that they put a lot of effort in the organisation of the Matches in terms of set-up and costs and wanted to know as soon as possible if the Club was planning to travel to the venue to play the Matches.

10. On the same day, at 19:40 hrs (UTC+1), the EHF Chief Sport Officer sent an email to the Club that may be summarised as follows. The EHF confirmed the receipt of the Club's email. It appeared from the email received that the Club is informing the EHF of its decision not to travel to the venue to play the Matches and that the Club will provide a more detailed reasoning of its position the following day. The EHF will therefore proceed according to the understating of the EHF with the information provided by the Club.

11. On 12 March 2021, the EHF officially informed the clubs that on the Club's decision not to travel to the venue to play the Matches due to the present circumstances and based on

the information received by the Club, the EHF is forced to call off the Matches.

12. On the same day, the EHF requested the opening of legal proceedings regarding the assessment of the matches concerned and disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Club with regard to its refusal to play the Matches. The email exchanges between the Club and the EHF, the Covid-19 test results of the Player and the communication between the latter and the EHF as well as the statement of fact of the EHF BG Competitions club department were enclosed to the EHF claim.

13. On the same day, the Court of Handball officially informed the parties on the opening of disciplinary proceedings against the Club on the basis of the claim filed by the EHF. The Club was invited to send a statement to the Court along with any document it may deem relevant. For the sake of completeness, the Court of Handball underlined that due to the urgency of the issue concerning the outcome of the match, the present case will be split in two (2) parts, i.e. match results and disciplinary proceedings. Therefore, two (2) different deadlines were given to the Club to provide its statements in reply to the EHF claim.

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

15. On the same day, the club Y... sent a statement that may be summarised as follows.

- The club Y... accepted to organise the Matches to be played in Nancy in order to help the Club which was in difficulties due to the Club's national regulations and restrictions for Covid-19 reasons, although the Club was supposed to be eliminated from the competition.

- The club Y... recalls that it had undertaken the health requirements, i.e. PCR Test and AG-Test and underlines that the players of its club have been tested four (4) times over the past week. The club Y... states that the group of

sixteen (16) players of its team nominated to participate in the Matches have all been tested negative.

- The club Y... has never deliberately hidden anything from the Club but simply followed the regulations of Back to Handball-Hygiene concept, point 4.3 Positives tests. The fact that they have been informed on behalf of the Player, represents a serious breach of a professional secret and does not really understand how this can represent a penalty for the Club from a sporting point of view. The club Y... recalls that every weekend, matches are played with teams made up of players who tested negative in which the players who tested positive have been excluded from the group.

- The club Y... recalls the difficulty to organise the Matches in a new venue on such short-term notice in terms of set-up, employment of temporary staff as well as help of volunteers.

- The club Y..., following the request of the EHF Chief Sport Officer, tried to call the Club's responsible person, but the latter refused to answer the calls. The club Y... regrets the Club's behaviour which was aware of the situation since the morning of 10 March 2021 but which informed the club Y... less than 24 hours prior to the first leg of the Matches of its decision not to travel to the venue and not play the Matches, explaining that health is the Club's priority and it is proposing to the latter to play only one (1) of the scheduled matches because the Club wants to preserve its players for the upcoming national team week.

16. On the same day, the Club sent an official statement that may be summarised as follows. The Club affirms its willingness to participate in the Matches but claims that the fact that at least one positive Covid-19 case in the club Y..., the uncertainty as to whether there were other positive cases as well as the fact that the club Y... failed to comply the procedure foreseen in the European Handball Federation - Back to Handball - Hygiene Concept - Covid-19 Concept and Guidelines for EHF Club and National Team Competitions - Version 4 (valid as of 1 February 2021) (the "Hygiene Concept") should lead to the Matches' results that the Clubs is qualified for the quarter-finals

of the Competition. The Club explains its reasoning by dividing its factual and legal arguments.

- The Club’s factual arguments:
 - i. The Club states that it was informed for the first time on 12 March 2021, that there were twenty (20) people from the club Y... have been tested negative. However, the Club affirms that only (16) negative tests results are presented in the present case. For this reason, the Club states that it remains uncertain that there are no more than one (1) positive Covid-19 case in the club Y....
 - ii. The Club points out that the procedure foreseen in Article 4.7 of the Hygiene Concept, entitled “Confirmation to the EHF and eligibility to participate” has not been respected neither by the club Y... nor by the EHF. Indeed, the Club affirms that its Covid-19 Officer has never been informed on the facts of the present case although, as the Player tested positive on 8 March 2021, the Club considers that there was sufficient time for the club Y... and the EHF to follow the procedure of the aforementioned article.
 - iii. The Clubs underlines that the importance and the relevance of compliance with the Hygiene Concept has been recalled in the Letter sent on 4 March 2021 by the EHF, to all clubs participating in the Competition’s Play-Off (the “Letter”). The Letter was enclosed to the Club’s statement.
- The Club’s legal ground:
 - i. If the Club were to be found responsible for the cancellation of the Matches, the “force majeure” exemption should apply in the present case. The Club recalls the “common definition of a force majeure” and highlights the following points: “the act of any government or authority, restrictions or any other supervening circumstances beyond the control of either party” and “any cause or circumstance whatsoever beyond the reasonable control of the party seeking to rely on the delay”. The Club claims that if there is an uncertainty

whether the players of the club Y... are positive to Covid-19, the Club’s national Health authorities would have ordered a quarantine, and this would lead to huge damages for the Club and its national competition. The mandatory consequence of quarantine according to the Club’s national law shall be regarded as a “force majeure” event.

ii. The Club asserts that, as the EHF has ordered a strict compliance of the procedure provided for in Article 4.7 of the Hygiene Concept, the breach of the aforementioned article is obvious because of the non-reporting of the Player’s positive test result. Furthermore, the Club states that if the club Y... failed to report one (1) positive case, no one can say with the absolute satisfaction that there is no other positive player within the team of the club Y... and therefore that all parties involved are safe.

iii. The EHF has implemented a special set of rules and procedure in its Letter and the Club claims that they should apply as a “*lex specialis*” in the present case. Indeed, one of the new rules introduced is the principle of causation of matches not taking place due to positive Covid19 cases. The Clubs quotes several points of the letter, notably the fact that following the principle of causation, the home right for both matches will go to the team which did not have the positive cases. The second point is that a team which is not in the position to play its scheduled match on the second weekend will be excluded from the Competition and the opponent would then qualify for the quarterfinals of the Competition. The Club recalls that the EHF has stated that it is absolutely mandatory for each club, to correctly report to the EHF any Covid-19 case in the team prior to each match. The Club points out that the club Y... caused the withdrawal of the Matches by not having correctly reported a positive Covid-19 case.

- The Club concludes by stating that its first priority is the health of the players and the obedience of its national laws and the obedience of the instruction of the Health authorities as well as the regulations of its national handball federation; Further on the fact of the avoidance of a quarantine in order to be able to play its national championship as well as the Competition's matches had to be taken into consideration. Therefore, taking all the above into consideration and in accordance with the principle of causation, the Club claims that the club Y... caused the present unacceptable uncertainty by violating the rules. The Club requests the Matches results to be each scored as lost with 0:10 and 0:2 points to the disadvantage of the club Y... and to therefore qualify the Club for the quarterfinals of the Competition.

17. On 14 March 2021, the Court of Handball released a decision on the matches results whereby the results of the Play-off matches between the club X... and the club Y... are each 0:10 goals and 0:2 points. No appeal was filed.

18. On 22 March 2021, the Club sent an official statement regarding the disciplinary proceedings that may be summarised as follows.

- The Club hereby accepts the decision of the Court of Handball dated 14 March 2021 and decides not to file an appeal against the latter. However, the Club emphasises that this does not mean that it deems the decision to be correct but rather to enable the EHF to pursue the organisation of the Competition. The Club argues that it has been punished enough by being excluded from participating in the Competition for the following reasons.

- i. The Club was willing to play the Matches;
- ii. The fact that there was at least one (1) positive case in the club Y... as well as the fact that the protocol of the Hygiene Concept as well as the Guidelines for EHF Club and National Team Competitions have not been adhered to in the present case have fostered an uncertainty that allow the Club to

question the safety issues and its responsibility for travelling under these conditions;

iii. The Club and its players were afraid of the occurrence of a past situation, i.e. the fact that they had to undergo a 10 days quarantine after having played a match of the Competition and that several player of the away team were tested positive, would happen again;

iv. The Club knows from various sources that the Player participated in training sessions, contrary to the official statement of the club Y...;

v. The Club must obey the mandatory provisions of its national Laws and national Health authorities, its national handball federation and the League organisation and its main priority is to avoid a quarantine;

vi. The club Y... has never informed the Club in a proper and transparent manner of the situation.

- The Club recalls the fact of the present case as follows.

i. On 13 March 2021, the Club was informed that the Club Y... had undertaken twenty (20) Covid-19 tests, however solely sixteen (16) were sent to the Club. The Club is referring to an email sent by the EHF Chief Sports Officer on 10 March 2021, informing the Club that the team of the club Y... will be tested, which, in accordance to the Club's allegations, should result in the obligation of testing twenty-eight (28) players and nine (9) officials, i.e. thirty-seven (37) persons in total instead of the twenty (20) tests undertaken by the club Y....

ii. The Club takes note of the Court of Handball's statement in its decision dated 14 March 2021 that Article 4.7 of the Hygiene Concept is applicable in the present case and that neither the club Y... nor the EHF followed this mandatory procedure as the Club's Covid-19 Officer was never informed on the positive case to Covid-19. However, the Club underlines that the club Y...'s failure should have an impact on the question

whether the Club should be further sanctioned;

iii. In its letter dated 4 March 2021, the EHF has emphasised itself the importance of the adherence to the Hygiene Concept;

iv. The Club states that, even if the club Y... has ordered to its players to strictly act confidential, it has heard from various sources that the Player has participated in individual training session on 8 March 2021 and may be on 9 March 2021. The Club invites the EHF to verify the following facts because these will prove that the club Y... did not comply with the Hygiene Concept protocol rules;

v. The Club recalls that it had to undergo a ten (10) days quarantine after playing the away match of the Competition against another team;

vi. The Club expresses its sufferings regarding the fact that its opportunity to become the national champion in its country last season due to the decision of its national handball federation to break-off the season earlier due to the Covid-19 situation. As the Club is this year close to fulfil its dream, the Club did not want to take any risk as to forfeit a match due to its participation in the Matches;

vii. The Club recalls that it tried to solve the situation and even accepted to play only one (1) match in order to give to any participating person more security.

- The Club presents its legal arguments as follows.

i. The Club explains that Article 69 of the DELO EHF Champions League 2020/21 Regulations, which has been recognised as relevant in the present case by the EHF Court of Handball, emphasises the relevance and the importance of the “force majeure” as an exemption and this should apply in the present case. The Club gives the definition of a “force majeure”, including the term of “pandemic” as well as “*the act of any government or authority or currency restrictions or any other supervening*

circumstances beyond control of either Party;” and “*any cause or circumstances whatsoever beyond the reasonable control of the party seeking to rely on the delay*”. The Club underlines that the Covid-19 situation is a pandemic and it was a “*gamechanger*” beyond its control, and thus the latter did not travel to Nancy to play the Matches, due to Covid-19. Furthermore, the Clubs demonstrates that there are several reasons why the present case could be considered as a “force majeure” situation, such as the infection of the Player, the order of a quarantine by its national health authorities and the fact that they have been prevented to travel to the venue. Therefore, the Club claims that the dispositions of Article 69 of the abovementioned regulations are not applicable because of the “force majeure” exemption, and thus Articles B.8 and B.9 of the EHF List of Penalties are not applicable. Consequently, the Club is to be found not guilty and the proceedings shall be dismissed.

ii. The Club claims that Article B.9 of the EHF List of Penalties is not applicable in the present case and only the dispositions of Article B.8 of the aforementioned article could be relevant. However, the Club underlines the fact that, in accordance with Article 12 of the EHF Legal Regulations, in the case of a party is found not guilty, the proceedings shall be dismissed. In the present case, the Club has the obligation to protect its players according to its national Labour Law and did not act wilful or negligent but responsible by protecting its employees. Furthermore, the Club alleges that the unwritten principle of proportionality should be taken into consideration by the Court of Handball. Indeed, the Club affirms that the present case reveals so much mitigating circumstances such as but not limited to the following, and therefore the Club had reasons not to travel to the venue to play the Matches which

were not only beyond its control but also its legal responsibility and obligation:

- a. The non-compliance of the club Y... to the Hygiene Concept. The Club maintains that there was no misinterpretation of the Article 4.7 of the Hygiene Concept by the Club and that the Club's Covid-19 Officer was never informed of the Player's positive test result;
- b. The club Y... undertook solely twenty (20) tests, i.e. sixteen (16) players and four (4) officials;
- c. The Club's players had fears with regard to their own safety and health as to suffer one more time an order to undergo a quarantine as it was the fact following the Club's match against another team in the Competition. The lack of communication of the club Y... brought these bad memories to the team and created concerns.
- d. The Club's players did not feel safe to travel to the venue because they heard that the Player participated in training sessions in contrast with the official statement of the club Y...;
- e. The Club's main responsibility is to protect the health of its players and has the duty to obey its national mandatory provisions in order to avoid a quarantine and to be able to further participate in its national championship as well as the Competition;
- f. The fact that the solution of playing one (1) match instead of the Matches would have been preferable for the safety of all participants, which the Club has accepted;
- g. The infection of one of the Club's players to Covid-19 would have interfered with the scheduled Club's national championship match and therefore jeopardised the chances of the Club to win its national championship;

h. The Club has spent €350.000 (three hundred and fifty thousand Euro) over the year for participating in the Competition although it has no income or revenues due to the Covid-19 situation. Furthermore, the Club had to bear the costs of the late cancellation of its match against a third team and that no disciplinary proceedings were opened for this reason;

i. The Club has no negative records in any EHF disciplinary proceedings.

The Club believes that the principle of proportionality must be taken into consideration by the Court of Handball, which is characterised as follows: *"there must be a legitimate aim for a measure; the measure must be suitable to achieve the aim (potentially with a requirement of evidence to show it will have that effect; the measure must be necessary to achieve the aim, that there cannot be any less onerous way of doing it; the measure must be reasonable, considering the competing interests of different groups at hand"*. Therefore, the Club affirms that its exclusion from the Competition is to be considered as enough and any further sanctions, such as a fine or a suspension to participate in European competitions next season should be deemed not appropriate or reasonable, especially in the light of Article 17 of the EHF Legal Regulations.

- The Club concludes by recalling that the facts of the case are not suitable to impose any further sanctions, that the Article 69 of the DELO EHF Champions League 2020/21 Regulations is not applicable due to the "force majeure" and in the case it would be applicable, the Club is to be found not guilty, therefore the principle *"nulla poena sine culpa"* should apply. In the light of the foregoing, the Club requests the proceedings to be dismissed.

19. On 8 April 2021, the EHF sent an additional submission, i.e. a damage compensation claim that may be summarised as follows. The EHF explains that it is obliged

to fulfil its contractual obligations towards its partners in connection with the relevant competitions and the failure of any of the contractual obligations may result in material consequences and significant financial losses for the latter. The EHF states that it has regularly accepted individual “cases by case” solutions and compromises in order to ensure that the matches take place; in the present case, in order to follow its national health authorities’ requirements, a neutral playing venue was found to play the Matches. The EHF declares that despite such agreed solution, the Club suddenly and without any objective reasons informed the EHF that they would not be travelling to the agreed playing venue and therefore the Matches had to be cancelled. The EHF recalls that all the Play-Off matches could be played except for the Matches. The EHF affirms that the non-appearance of the Club to the Matches may result in financial losses which it hereby claims in the ongoing disciplinary proceedings. However, as the financial calculations and the accounting in connection with the season 2020/21 are taking place after the season, the EHF requests a basic decision on the liability of the Club for any damages resulting from its non-participation in the Matches and asserts that the exact amounts as well as the corresponding proofs will be provided at a later stage. Finally, the EHF emphasises and alleges the fact that the Club’s conduct was deliberate and creates a negative precedent, for this reason it should not be allowed or even tolerated in a competition on such a level and prestige. Therefore, the EHF requests the highest possible sanction to be taken by the Court of Handball in the present disciplinary proceedings against the Club as the unjustified non participation in the Matches shall be considered as one of the most serious violation of the basics obligations of a participation in the Competition.

20. On 21 April 2021, the Club send a statement in response to the additional statement sent by the EHF that may be summarise as follows.

- The Club requests the disciplinary proceedings to be conducted orally and that a

hearing should take place. Indeed, the Club claims that a hearing is required by the principle of the “right to be heard” which is not only a “procedural right” but also a fundamental principle that should apply to all types of judicial proceedings and which has a constitutional significance as it is also recognised by the right to a fair trial in accordance with Article 6§1 of the European Convention of Human Rights and in Article 47§2 and Article 41§2 lit. a) of the European Charter of Fundamental rights.

- The Club requests to carry out the taking of evidence in the oral hearing, in particular through the hearing of witnesses and recalls and questions the following facts.

- i. The Player informed the head coach of the Club’s national team on her positive test result to Covid-19 on 8 March 2021 and “*should would have had symptoms at the weekend, but still trained in a small group on Monday*”. However, the Club alleges that the club Y... asserted to the EHF, through the EHF Chief Sports Officer, that the Player was training individually and not in a small group. For this reason, the Club questions whether the EHF would still consider the cancellation of the Matches by the Club to be “without any objective reasons”.

- ii. The Club emphasises the fact that the EHF Chief Sports Officer understood the Club’s concerns as he suggested to play only one (1) match on Sunday and that all players and staff members could be tested every day until then. The decision on the new match schedule needed to be approved by the competent EHF bodies and despite the acceptance of the Club, the proposal was unfortunately not successful.

- iii. The Club recalls that it had to undergo a 14-days quarantine following a DELO EHF Champions League match against another team during the Competition because at that time the EHF hygiene concept did foresee only antigen tests to be carried out 72 hours before the matches. The Club points out that it had to travel several times during the season, for instance to Romania or Russia, under health-endangering conditions and that: “it borders on a miracle that we made through this journey healthy”.

iv. The Clubs declares that it also suffered losses or around €350.000 (three hundred fifty thousand Euro) as result of participating in the Competition because it “normally would have been eliminated sportive wise after the group stage” of the Competition and “without being obliged to” it declared that it was ready to participate further on. The Club characterises the EHF’s attitude as being heartless and irresponsible as it is ignoring the worries and the fears of the Club for its athletes. The Club makes a reference to its statement of defense sent on 22 March 2021 regarding the force majeure situation.

- The Club argues that the statement and accusations of the EHF in its letter dated 8 March 2021, should be contradicted from a legal point of view.

- i. The Club requests the separation of any potential liability of the latter for damages from this disciplinary proceeding. Indeed, the Club asserts that the prerequisites for a damage compensation claim have not been met because the EHF is potentially referring to Article 69 of the DELO EHF Champions League 2020/21 Regulations in conjunction with Article B.8 of the EHF List of Penalties but to be able to do so, the damage should have occurred and the amount must be determined, and it is not the case. Therefore, the conditions of Article 8 of the EHF Legal Regulations are not met and “*a decision on the liability of the Club is not possible (yet)*”, as the damage has not occurred yet.

- ii. The Club asserts that, in the case the Court of Handball would not separate the liability for damages from the proceedings, the factual pre-requisites are not met. The Club refers to its statement of defense dated 8 March 2021. Indeed, explanations regarding the fact that the situation should be considered as a force majeure, therefore the Club should be found not guilty, and thus the principle of “*nulla poena (sic) sine culpa*” should be applicable in the present case.

- The Club disagrees with the harsh allegations of the EHF that it refused to participate in the Matches without any objective reasons and that it was a deliberate conduct of the Club. The Club underlines that it is well aware of its obligation as a participant in the Competition but that other circumstances should be taken into consideration, such as the fact that neither the EHF nor the club Y... complied with the provisions of Article 4.7 the Hygiene Concept and therefore the fact that at least one (1) positive case in the club Y... as well as the uncertainty whether other players could be found positive should lead to the recognition of the Court that the penalties and/or sanctions would be disproportionate. The Club also demands the Court of Handball to apply the force majeure exception as well as Article 17 of the EHF Legal Regulations as the Club has never appeared negatively in a disciplinary procedure before.

- The Club concludes by stating that it has full confidence in an appropriate legal assessment of the Court and claims that the facts of the case are not suitable for any further sanctions. Furthermore, the Clubs insists that an exclusion of the latter from the EHF competitions for several seasons would be disproportionate and not in accordance with Article 17 of the EHF Legal Regulations. Therefore, the Club requests the proceedings to be dismissed.

21. On 19 May 2021, the EHF Court of Handball sent an official letter to the Club whereby the latter was informed of its decision that any oral hearing is not deemed to be necessary. Indeed, the Court believes that the facts and arguments brought forward by the parties are clear and comprehensive and that it is in possession of the necessary elements to take its decision without the necessity of a hearing to be held. The Court recalls that the fundamental right of the parties to be heard has been respected as all elements of the cases have been communicated to the parties and the latter have been given the opportunity to submit their comments at any stage of the proceedings.

22. On 20 May 2021, the Club sent a letter to the Court of Handball regarding the denial to hold an oral hearing. The Club argues that in the view of the severity of the potential sanction, i.e. an execution from participating in an European level, and in accordance with Article 32.2 of the EHF Legal Regulations, the parties have an absolute and fundamental right to an oral hearing. Furthermore, the Club states that a decision which would contravene the aforementioned statement, would be constitutive of a reason to appeal. The Club hopes that an oral hearing will take place in order to enable it to discuss in a clarifying and fair legal discussion the outcome of this proceeding with together with all parties involved. The Club therefore urges the EHF Court of Handball to reconsider its decision and to hold an oral hearing.

23. On 4 June 2021, the EHF Court of Handball sent a letter to the Club whereby the Court confirms its decision that any oral hearing is deemed not to be necessary. The Court maintains its position set out in its letter dated 19 May 2021, i.e. the facts and arguments brought forward by the parties are clear and comprehensive and that the Court is in possession of the necessary documents to enable it to take a decision. The Court evokes that the fundamental rights of the parties has been respected since the parties were given the opportunity to submit their observations and comment as each stage of the procedure.

24. No further documents or statements were sent by the parties.

II. Decisional Grounds

General Remark

1. The EHF Court of Handball hereby emphasises that as this decision complements the decision on the match result dated 14 March 2021, certain elements are retained by the Court and remain unchanged, such as the first facts of the statement of facts.

Factual Background

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

- The Player has been tested positive to Covid-19 on 8 March 2021;
- The club Y... did not report the Player's positive test result immediately after receiving the information;
- The Club did not travel to the venue to play the Matches; and
- The EHF was forced to cancel the Matches;
- The cancellation of the Matches caused a damage to the EHF.

Legal Bases

3. In registering into the DELO EHF Champions League 2020/21, the clubs agree to respect and apply the regulations governing this competition in all aspects.

4. On 3 June 2020, the Club 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 at European level.

5. Article 12 of the EHF Legal Regulations states as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies 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 and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a

party is not found guilty, the proceedings shall be dismissed.”

6. Article 69, Chapter XIII “Legal Matters” – “Withdrawal (forfeit) and failure to play a match” -of the DELO EHF Champions League 2020/21 Regulations (the “Regulations”) provides as follows:

“By entering the EHF Champions League Women, a club agrees to enter all rounds resulting from the match system.

A withdrawal shall result in the match/es being scored as lost with 0:10 goals and 0:2 points.

Any withdrawal after the official entry date of the competition (09 June 2020 at the latest) is to be regarded as a forfeit and shall lead to the consequences stipulated under article C of the EHF List of Penalties.

Failure to play a match or late arrival at the venue of a match is regarded as a withdrawal (force majeure situation excluded) and shall lead to the consequences stipulated under articles B.8 and B.9 of the EHF List of Penalties).

The EHF has the right but not the duty to replace a team which withdraws or is regarded as withdrawn from the competition after the competition has started.”

7. Article B.8 of the EHF Legal Regulations states as follows:

“Failure to play a match through a fault attributable to a team (national or club team) Exclusion from the rest of the competition / Suspension up to 2 seasons / Fine: up to €35.000 / Payment of all damages and costs arising to its opponents, the EHF, and/or their contractual partners”

8. Article B.9 of the EHF Legal Regulations states as follows:

“Late arrival at the venue by a team (national or club team) – match played

Fine: up to €20.000 / Payment of all damages and costs arising to its opponents, the EHF and/or their contractual partners”

9. Article 4.2 of the Hygiene Concept states as follows:

“4.2 COVID-19 TESTING REGIME

- *Clubs and national federations should develop their own regular Covid-19 testing regimes in line with local health regulations.*
- *We recommend that all clubs and national federations keep a Covid-19 testing logbook or passport for each travelling players/official, including club test results for travelling national team players.”*

10. Article 4.3 of the Hygiene Concept provides as follows:

“4.3 TESTING REGIME PRIOR TO THE MATCH

- *All players, team officials and EHF officials must undergo a test for the presence of SARS-CoV-2. This test can be either a PCR (individual or pool test) or rapid Antigen test.*
- *The handling of the timekeeper and scorekeeper is in the responsibility of the home team Covid-19 Officer.”*

11. Article 4.4 of the Hygiene Concept states as follows:

“4.4 PCR TEST (INDIVIDUAL OR POOL TEST)

- *The PCR test must be conducted earliest 72 hours prior to the resp. match (no extension possible).”*

12. Article 4.5 of the Hygiene Concept provides as follows:

“4.5 RAPID ANTIGEN TEST

- *The rapid Antigen test must be conducted earliest 24 hours prior to the resp. match (no extension possible). This test must be conducted by medical staff.*
- *The availability as well as the carrying out of the Antigen tests is in the responsibility of the resp. team, this includes if a second test must be conducted (first test was prior to the 24 hours deadline).”*

13. Article 4.6 of the Hygiene Concept provides as follows:

“4.6 POSITIVE PCR TESTS

- *In their own country, clubs and national federations should follow local health regulation advice if any players or staff tests positive for Covid-19. They should only return to club or national team duty when it is fully safe to do so, and they have tested negative for the virus or proofing a test result with a crossing threshold (Ct) above 30 who are not considered infectious any longer and are allowed to fully participate in social life.*

- *If a number of players contract the virus and the team feels it can no longer field a competitive team for an upcoming match, they should contact the EHF immediately.*

- *If a player or official tests positive for Covid-19 after arriving at another venue for a match, they should take the advice of the local medical staff for self-isolation and mitigation. The EHF and Team managers will all have been made aware of the result under the testing protocol and the EHF and teams should take a decision about whether the match can go ahead. The local authorities must be notified in case of a positive result and will be involved in the decision whether the match can go ahead.*

- *A positive tested person is allowed to participate at a match if all three following conditions are fulfilled:*

- *In their own country, clubs and national federations should follow local health regulation advice if any players or staff tests positive for Covid-19. They should only return to club or national team duty when it is fully safe to do so; they can prove a PCR test result with a crossing threshold (Ct) above 30, are not considered infectious any longer, and are allowed to fully participate in social life.*

- *A full documentation must be available (first positive test result; latest test result must proof a Ct above 30; confirmation from local*

authorities that the quarantine is over – if available).

- *At least 14 days between the first positive test and the day of the resp. match.*

14. Article 4.7 of the Hygiene Concept states as follows:

“4.7 CONFIRMATION TO THE EHF AND ELIGIBILITY TO PARTICIPATE

- PCR test: *A confirmation of the negative results by using the resp. PCR confirmation form must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent prior to travel (guest team) resp. as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).*

- Antigen test: *A confirmation of the negative results by using the resp. AG confirmation form together with a picture of all Antigen tests (all tests together on one picture) must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).*

- Positive tested person: *A confirmation of the results by using the resp. confirmation form together with the complete documentation (see point 4.6) must be sent to the EHF (competitions@eurohandball.com) and Covid-19 Officer of the opponent prior to travel (guest team) resp. as soon as the test results are available (but not later than 09:30 local time of the place of the match on the match day).*

- *After checking all required information, the EHF will send a confirmation of the eligibility of all persons to the EHF delegate and the Covid-19 Officer of the home and away team.*

Without this EHF confirmation, the players resp. officials are not eligible to take part at the resp. match.”

15. Article 8 of the EHF Legal Regulations states as follows:

“8.1. Damage sustained as a result of infringements of Regulations including the withdrawal of teams or replays may be recovered from the offending party by claiming damages.

8.2. Such claims shall be decided upon in the ordinary procedure.”

16. Article 17 of the EHF Legal Regulation provides as follows:

“Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions), penalties may be suspended for reasons to be named by the administrative/legal bodies for a probation period to be specified, provided that the aim to be achieved by the decision can also be reached in this manner.”

Regarding the Assessment of the Factual situation

17. The EHF Court of Handball panel has carefully examined and evaluated the documents submitted to it, i.e. the EHF claim and its enclosures, the statement of the club Y... as well as the Club’s statement and its enclosure and notes the following. Both of the clubs supposed to participate in the Matches agreed beforehand to play the Matches at the venue due to the governmental restrictions of the two countries involved due to the current high number of positive tested persons to Covid-19 in both countries. On 8 March 2021, the Player was tested positive to Covid-19 and the club Y... did not inform the EHF nor the Club of such positive test result. On 10 March 2021, the Club has informed the EHF on the Player’s positive test result and the EHF contacted the club Y... to request further information and clarification on the present case. Following the explanations given by the club Y... the EHF requested the club Y... to comply with several conditions, i.e. information on its training schedule, a strict testing procedure, and negative test results in order to allow its team to take part in the Matches. The conditions set-up by the EHF as well as the club Y...’s training

schedule were communicated to the Club which showed its willingness not to play the Matches due to the uncertainty of the Covid-19 situation within the club Y.... Following further discussions between the Club and the EHF, the Club informed the EHF, before the receipt of the test results of the club Y..., of its decision not to play the Matches. The club Y... undertook twenty (20) additional tests and followed the conditions communicated by the EHF in order to play the Matches. The test results of club Y...’s players are all negative. The Matches were cancelled, which caused damage to the EHF.

Regarding the Assessment of the Cause of the Cancellation of the Matches and the Determination of the Applicable sanction

18. The Panel notes that the Club had the responsibility to travel to the venue to play the Matches and that by refusing to do so, the Club breached the provisions of the Regulations and after careful examination of the Club’s factual and legal arguments, the Panel remains of the opinion that the Club is fully responsible for the cancellation of the Matches. The decision not to travel to the venue was based only on the sole and subjective consideration of the Club. The decision not to travel to the venue was based on the sole and subjective consideration of the Club.

19. Indeed, as the Club pointed out in its statement of defense dated 22 March 2021, the Court considers the provisions of Article 69 of the Regulations to be applicable in the present case, that the Club failed to play the Matches which shall lead to the consequences provided for in articles B.8 and B.9 of the EHF List of Penalties.

20. With regard to the Club’s factual arguments that the club Y... created a situation of uncertainty as to the possible existence of Covid-19 positive cases in its team, namely that the club Y... only conducted twenty (20) tests instead of the thirty-seven (37) required to meet the EHF’s request to test its entire team, that the Player trained in a small group instead of individually as indicated by the club

Y... and that, as a consequence, the Club did not want to take the risk of travelling, the Panel considers that these arguments are sufficient to be considered as mitigating circumstances but not as exonerations of responsibility. The Panel considers that the twenty (20) tests carried out by the club Y... are sufficient to recognise that the EHF's request has been followed and therefore the obligations of the club Y... respected. The Panel recalls that the Club decided not to travel to the venue to play the Matches although the EHF, after having evaluated the situation and requested additional tests to be conducted in order to ensure a safer atmosphere for the Matches to take place, has decided the Matches to be played. The Club had therefore the obligation, as a participant in the Competition, to travel to the venue to play the Matches but refused to do so and should be sanctioned consequently.

21. As the Court has already stated in its decision dated 14 March 2021, *“any club participating in an EHF competition is subordinated to the Hygiene Concept including the relating principles as well as EHF decision which are based on this protocol. Not following such applicable regulations [...] and taking private conclusions concerning the participation in EHF club competitions constitute a material violation of the applicable regulations as well as the principles confirmed in the pledge of commitment. Such an acting must lead to the consequences provided for in the applicable regulations”*.

22. With regard to the Club's legal arguments that the “force majeure” situation under Article 69 of the Regulations is applicable in the present case, that the Club should therefore be found not guilty and consequently the proceedings should be dismissed, as well as that the facts are not suitable for imposing further sanctions in accordance with Article B.8 and B.9 of the EHF List of Penalties, the Panel disagrees for the following reasons.

23. The Panel stresses that for an event to fall within the scope of the “force majeure” exemption provided for in Article 69 of the Regulations, it must be an unforeseeable,

unavoidable and external event which renders impossible the performance of all or part of the obligations of the party concerned. Indeed, the Panel considers that the Club cannot claim that the event was unforeseeable in the sense that the Player's positive test result was revealed early enough for the EHF to propose a safe testing procedure in order the Matches to take place. The Panel also believes that the event cannot be characterised as irresistible either, because it is avoidable. As it was already demonstrated by the EHF Court of Handball in its decision dated 14 March 2021 (see pt. 17), by having reported the issue to its national Health Authorities, the club Y... has followed the rules provided in Article 4.2 of the Hygiene Concept, and its failure to report the information to the EHF can only be considered as a breach of a formal condition but not as a serious fault determining the cancellation of the Matches. Once again, the Panel notes that the EHF, after being informed of the Player's infection, set up a new procedure, including a stricter testing regime, in order to be able to organise the Matches and pursue the Competition, as it did by moving the Matches to the venue so that the Club could travel and continue the Competition despite the national restrictions of the two countries involved due to Covid-19. The Panel believes that the stricter testing procedure imposed by the EHF on the club Y... leads to the conclusion that the situation was avoidable and that, therefore, the Club's decision not to travel to the venue to play the Matches does not fall under the exemption for “force majeure” provided for in Article 69 of the Regulations. Finally, as for the criterion of externality, the Panel recalls that *the reason for the cancellation of the Matches is the refusal of the Club to travel to the venue and to play the Matches* (see pt. 25, 26 of the Court of Handball's decision dated 14 March 2021), therefore the Club is responsible for the occurrence of the event, i.e. the cancellation of the Matches.

24. The Panel notes as well that the Club even mentioned that it did not want to endanger its chances to become the champion of its national championship by travelling to the venue. Such a reasoning is fully deliberate and

does not relate to a “force majeure” circumstance at all.

25. In the light of the foregoing, the Court of Handball confirms that the Club’s decisions not to travel to the venue to play the Matches is the cause of the cancellation of the Matches and that this decision does not fall under the scope of the exemption of Article 69 of the Regulations, therefore, the Club’s failure to play the Matches shall lead to the consequences foreseen in Articles B.8 and B.9 of the EHF List of Penalties.

26. The Court stresses that it shares the Club’s opinion that Article B.9 of the EHF List of Penalties is not applicable in the present case as irrelevant because there is no case of late arrival, only Article B.8 of the EHF List of Penalties shall apply.

27. With regard to the Club’s argument that the sanctions of Article B.8 cannot be imposed in the present case on the grounds of the unwritten principle of proportionality, the Panel wishes to respond as follows.

28. The Panel disagrees with the Club’s argument that due to its legal obligation to protect its player according to its national statutory law, the latter should not be found guilty for not participating in the Matches and therefore shall not be held responsible for the cancellation of the Matches. Indeed, as it was demonstrated earlier, the Panel remains of the opinion that the decision of the Club not to travel to the venue to play the Matches is the cause of the cancellation of the Matches.

29. However, and in accordance with Article 12 of the EHF Legal Regulations, the Panel agrees with the Club’s argument that the principle of proportionality shall be taken into consideration by the Panel while defining the type and extend of the applicable sanction. In this respect, the Panel wishes to recall that the Competition is the highest European competition, and that the participating clubs must play a role model and must display an irreproachable conduct. Refusing to play a match for reasons that remain unfounded is

one of the most serious offences that can be committed by the Club and in this regard the Court agrees with the statement of the EHF that this behaviour should not be tolerated or allowed in order not to tarnish the image of prestige of the Competition. For these reasons, the most serious punishments are foreseen in the case of a failure to play a match though a fault attributable to a team, i.e. exclusion from the competition, suspension up to two (2) seasons and a fine. Indeed, the basis of a competition is the organisation and the performance of matches, participation in matches is the primary obligation of the clubs that enter the European competitions and the EHF is the guarantor of the principle of safety and continuity of the Competitions, consequently, refusing to play a match jeopardises the whole system of organisation of the Competition and should be punished accordingly.

30. After having carefully examined the Club’s arguments, the Panel decides to take into consideration the following elements presented by the Club as mitigating circumstances which reduce the applicable sanction, but which, while respecting the principle of proportionality as well as Article 12 of the EHF Legal Regulations, cannot exonerate the Club from its responsibility. Consequently, the Panel regards as mitigating circumstances the failure of the club Y... to inform the EHF of the Player’s positive test result as a mitigating circumstance, the fear of the Club’s player to undergo period of self-isolation as well as the fact that the Club does not have any negative records in any EHF disciplinary proceedings.

31. In the light of the foregoing, and in accordance with the EHF bodies’ case law and pursuant to Article 12.1 of the EHF Legal Regulations, Article 69 of the Regulations as well as Article B.8 of the EHF List of Penalties, the EHF Court of Handball decides to impose on the Club a fine of €10.000 (ten thousand Euro) for having failed to play the Matches.

Regarding the Club's liability for damages

32. With regard to the Club's request as to separate the disciplinary proceedings regarding any potential liability of the Club for damages, the Panel considers that this request cannot be granted. Indeed, Article B.8 of the EHF List of Penalties foresees the payment of all damages and costs arising to its opponents, the EHF and/or their contractual to a team that fail to play a match.

33. Hence, as the Court has demonstrated that the Club is responsible for the cancellation of the Matches, and as the cancellation of the Matches is the harmful event that caused the damage to the EHF, the Panel considers that these proceedings are inseparable.

34. This being said and pursuant to Article B.8 of the EHF Legal Regulations, the Court of Handball decides that the Club shall be responsible for the payment of all damages and costs arising to the club Y..., the EHF and/or their contractual partners in connection with the failure the Club to pay the Matches.

35. For the sake of completeness, the Court of Handball hereby requests the EHF to submits the exact amount of the occurred damages to the Club insofar as they have been calculated, and specifies that the latter must be limited to the compensation for the damage suffered in connection with the Club's failure to play the Matches. The relating compensation shall be defined upon receipt of the respective accounting documents by the parties concerned.

III. Decision

The Club shall pay a fine of €10.000 (ten thousand Euro) for having failed to play the Matches.

The Club shall reimburse all damages and costs arising to the participants, the organiser, the EHF and/or their contractual partners upon proof of those damages and costs.

EHF COURT OF HANDBALL
DECISION
Case n°20 20670 2 1 CoH
14 May 2021

In a case against

Federation X...

Panel

Kristian Johansen (Faroe Islands)
Ioannis Karanasos (Greece)
Viktor Konopliastyi (Ukraine)

*Transfer between Federations; International
Transfer Certificate; Recurrence; Fine*

I. Facts

1. On 18 January 2021, the national handball Federation Y... (hereinafter “Y”) informed the EHF that the binational player, i.e. Mr X... the “Player”), is currently playing for a club of the national federation X..., (the “Club”) although he is still registered within the federation Y. The national handball federation X... (the “Federation” or “X”) was invited by the EHF to provide a statement on this matter.

2. On the same day, the Federation explained that the transfer of the Player to Y’s country has not been recorded in the Player’s file and that the Club had therefore registered the Player without requested an International Transfer Certificate (“ITC”).

3. On 25 January 2021, the EHF filed a claim with the Court of Handball requesting the opening of disciplinary proceedings in accordance with Article 28.6 of the EHF Legal Regulations against the Federation for having failed to report the complete transfer of the Player and for having illegally issued a playing permit to the Player. The EHF underlined that X should have requested the issuance of an ITC to Y and that such obligation is central since it ensures the protection of the rights of players and federations and it guarantees the balance of our sport ecosystem.

4. On 27 January 2021, the Court of Handball informed the parties on the opening of disciplinary proceedings against the Federation on the basis of the EHF Claim. X was invited to send a statement to the Court of Handball along with any documents it may deem relevant.

5. On 28 January 2021, the Composition of the Court of Handball panel (the “Panel”) nominated to decide the present case was communicated to the parties.

6. On 9 February 2021, the Federation sent an official statement that may be summarised as follows. In April 2017, the Federation released the Player to a third national handball federation (hereinafter “Z”). An ITC has been requested and registered in the Player’s file. The Federation argues that it was not informed of a subsequent transfer, namely the transfer of the Player from Z to Y (the “Transfer”). X asserts that due to the Player’s nationality (X’s nationality), the Federation should have received the ITC regarding the Transfer and that it would have been useful to register this information in the Player’s file. The Federation explains that in case it would have received this ITC, it would never have allowed the Player to play in its country without requesting an ITC. Furthermore, the Federation states that there is no documentation that clearly establishes the fact that the Player played for two different clubs during the same season, but that only the participation of the Player in the Club is demonstrated. Finally, the Federation requests the Panel to determine the type and extend of the potential sanction in accordance with Article 12 of the “EHF Legal Bodies [sic]” and to consider its good faith as mitigating circumstances. The Transfer’s ITC was enclosed to the Federation’s official statement.

7. No further documents or statements were sent by the Parties.

II. Decisional Grounds

Factual Background

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

- The Player became eligible to play in the Federation's country, while still being under an active membership in Y, although no ITC has been requested.

Legal Bases

2. The IHF Regulations for Transfer Between Federations (the "Regulations") apply to all international transfers.

3. Article 2 §1.2 of the Regulations, i.e. *International Transfer Certificate*, states as follows:

"Any transfer between federations shall be valid only upon issuance of a completed and legally signed official International Transfer Certificate that has been confirmed by:

- *the IHF (in case of transfers between continents)*
- *the IHF and the Continental Confederation concerned (in case of transfers within a continent)."*

4. Article 2§2.1 of the Regulations states as follows:

"Any player who is or was eligible to play for another federation's club shall be granted eligibility to play for another federation's club only if the new federation is in possession of an International Transfer Certificate issued by the releasing federation concerned and confirmed by the IHF and the Continental Confederation concerned."

5. Article 2§2.3 of the Regulations states as follows:

"The right to request the necessary International Transfer Certificate shall be reserved for the National Federation one of

whose clubs a player wishes to join. The request shall be addressed to the National Federation being in possession of the transfer rights. On the same day, a copy of such request shall be sent:

- *to the IHF (in case of a transfer between continents)*
- *to the IHF and to the Continental Confederation concerned (in case of a transfer within a continent)."*

6. Pursuant to Article 12.1 of the EHF Legal Regulations:

"Except in the case of administrative sanctions (cases listed in the Catalogue of Administrative Sanctions) for which the administrative/legal bodies are bound by the penalties defined in the Catalogue of Administrative Sanctions, the administrative/legal bodies 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 and aggravating circumstances, within the frame provided in articles 13, 14, 15 and, when relevant, in the List of Penalties. If a party is not found guilty, the proceedings shall be dismissed."

7. Article 13 of the EHF Legal Regulations states as follows:

"13.1. The administrative/legal bodies may increase (up to double unless expressly otherwise provided in the List of Penalties) the penalties provided in the List of Penalties and the Catalogue of Administrative Sanctions in case of a recurrence of the infringement.

13.2. Recurrence occurs if penalties/measures have to be imposed again within five years of a previous offence of a similar nature. Recurrence counts as an aggravating circumstance. "

8. According to Article E.3, i.e. *Reporting Transfer*, of the EHF List of Penalties:

Failure to report completed transfers to the EHF (penalty imposed on receiving federation):

Fine up to €750

First recurrence of infringement: Fine up to €2.250

Any further recurrences: a fine up to €7.500

9. In accordance with Article E.4, i.e. Illegal issuing of playing permits, of the EHF List of Penalties:

“Illegal issuing of playing permits by the federation: Fine up to €7.500 / Exclusion/Suspension of up to 3 years”.

Regarding the Assessment of the Violation

10. It follows therefrom that the Federation had the obligation to request an ITC to Y in order for the Player to be eligible to play in its country. By not having done so, the Player played in the Federation’s country without being eligible to do so.

11. Regarding the Federation’s argument that there are no documents to prove that the Player has played for two different clubs during the same season, the Panel agrees with the Federation and therefore decides not to consider this allegation as substantiated.

12. With regard to the second Federation’s arguments that it was not aware of the Transfer and that due to the Federation’s nationality of the Player, X should have received a copy of the ITC between Z and Y, the Panel considers these arguments as irrelevant in the present case.

13. Indeed, according to the IHF Regulations for Transfer Between Federations, only the two federations involved in the international transfer are concerned by the ITC, i.e. in the present case Z as the releasing federation and Y as the acquirer of the transfer rights. No reference is made to the federation of the player’s nationality. Therefore, the Federation is not concerned by the issuance of the ITC following the Transfer.

14. Moreover, the Panel finds that the Federation’s reasoning is rather contradictory in that it admits to having been aware of a first international transfer concerning the Player, i.e. from X to Z, but highlights the fact that it was not subsequently aware of the second

international transfer, to which it was not even party and claims that this is the reason why it did not request the transfer from Y. However, the Panel wishes to recall that the Federation was aware of the first transfer and therefore in any cases, when the Player return to play in the Federation’s country, regardless of the country from which he was transferred, the latter came from abroad, and for this reason the Federation should have requested an ITC in all cases.

15. Furthermore, according to Article 12 of the EHF Legal Regulations, the type and extend of the penalties and measured to be imposed shall be determined considering all the objective and subjective elements of the case as well as all mitigating and aggravating circumstances, within the frame provided in Articles 13, 14 and 15 and when relevant, in the List of Penalties.

16. In this respect, the Panel recalls and underlines that the Federation has been already sanctioned by the EHF Administrative body for similar infringements in 2018 (cf. decision n°182046641), whereby the recidivism criterion for similar violations in 2016 (cf. decisions n°162042121 and 162042221), was already taken into consideration as aggravating circumstances. In accordance with Article 13 of the EHF Legal Regulations, the Panel decides to consider the present violation as a recurrence of the violation, as it is the fourth (4) violation for the same infringement within five (5) years and it seems that the Federation’s transfer monitoring system needs to be improved. Therefore, in determining the applicable sanction, the aforementioned elements are considered by the Panel as aggravating circumstances.

17. In the light of the foregoing, and in accordance with Article 12, 13 and 14 of the EHF Legal Regulations as well as Article E.3 of the EHF List of Penalties, the EHF Court of Handball decides to impose a fine of €3.000 (three thousand Euro) for having failed to report the complete transfer of the Player. In addition, the Panel decides to impose a fine of €5.000 (five thousand Euro) on the Federation

for having illegally issued a playing permit to the Player in accordance with Article E.4 of the List of Penalties. Furthermore, the Player shall not be eligible to participate in any competition until the issuance of a valid ITC.

III. Decision

The Federation shall pay a fine of €3.000 (three thousand Euro) for having failed to report the complete transfer of the Player to the EHF.

The Federation shall pay a fine of €5.000 (five thousand Euro) for having illegally issued a playing permit to the Player. Furthermore, the Player shall not be eligible to participate in any competition until the valid issuance of an ITC.

EHF Court of Appeal

DECISION

DECISION
EHF COURT OF APPEAL
Case n° 20 20661 1 2 CoA
14 October 2020

In the appeal filed by

Club X...

Panel

Jens Bertel Rasmussen (Denmark)
Janka Stasova (Slovakia)
Milan Petronijevic (Serbia)

Non-participation; Withdrawal; Covid-19.
Club Competitions.

I. Statement of facts

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

2. The second leg game of the 2020/21 EHF European League (the “Competition”) Qualification, Round 2 between the club X... (the “Club”) and the club Y... was scheduled for 29 September 2020 the “Match”).

3. On 27 September 2020 the Club informed the European Handball Federation (the “EHF”) that they cannot attend the Match because their Public Health Centre does not allow them to travel and ordered them to stay in quarantine for ten (10) days due to the fact that there are six (6) Covid-19 infected players at the Club.

4. Based on this information the EHF administrative body, called off the Match and released its decision on 28 September 2020 (the “Decision”) that the Match has been cancelled since the Club announced to the EHF not to be present at the Match hence it would not take place within the time period that is foreseen for the Qualification Round 2. As a consequence of this situation the EHF

administrative body decided that the Club is no longer an active participant of the Competition.

5. In addition, the club Y... has been declared as qualifying team for the next phase of the Competition which is the group phase.

6. Following a general approach of the EHF to matches of the 2020/2021 season which are not played due to direct consequences of the Covid-19 situation, further legal consequences were not pursued regarding the non-appearance of the Club.

7. In addition, the EHF administrative body made a reference to its decision to the guidelines for the 2020/2021, laid out by the EHF Executive Committee (the “EXEC”) prior to the season:

8. “Individual decisions to single issue are in the responsibility and competence of the administrative level of the EHF Business Group Competitions”.

9. The Club lodged an appeal against the Decision on 2 October 2020 for which proceeding was officially opened on 6 October 2020. The statement of appeal included the decision of the Public Health Centre of the Club’s city and the flight and booking details of the players of the Club in relation to the Match. The letter also included a deadline to provide further information if wished and the Decision was also enclosed. A separate letter with regards to the composition of the EHF Court of Appeal panel nominated for the case (the “Panel”) was sent on 8 October 2020.

10. On 9 October 2020, the Club sent a supplementary statement of appeal with the relating enclosures, including the additional, health relating evidentiary document regarding the players of the Club in its native language, and the accompanying official English translation and the English translation of the above mentioned decision of the Public Health Centre of the Club’s city.

11. On 12 October 2020, the parties were informed about the additional evidentiary

documents sent by the Club, including the names of the six (6) infected players, mentioned in the statement of appeal, the positive corona tests regarding the players; and the second, negative test results of the players.

12. On 13 October 2020, the parties were informed about the additional evidentiary documents submitted by the EHF, which are the motion, including the above referred sentence of the Decision and the minutes of the meeting of the EXEC approving the underlying motion.

13. Apart from the above, no additional document was communicated by any of the parties.

II. Competence

1. Pursuant to Article 39.1 of the EHF Legal Regulations, *“Decisions of the administrative bodies and of the Court of Handball may be appealed to the Court of Appeal by the parties.”*

2. Based on the foregoing, the EHF Court of Appeal is competent to decide on the present case as second instance. This is not disputed by the parties.

III. Admissibility

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

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

IV. Position of the Club

1. The following is a summary of the Club’s statement of appeal and supplementary statement of appeal.

2. The Club draws the attention of the Panel to the fact that the Club could not attend the Match due to legal consequences in accordance with article 556.1 of its national Penal Code because if they attended the Match

at the scheduled time, that could have generated a criminal procedure as a consequence of the breach of the ten (10) days isolation period ordered by the Public Health Centre of its city.

3. The Club underlines their willingness to travel which is shown by the already booked plane tickets and the accommodation reservation of the players as enclosed to the statement of appeal.

4. The Club also emphasized that the Fivers expressed its willingness to play the game when public health circumstances allow it and the calendar also allows the Club and Fivers to find an alternative date before the start of the group phase of the Competition, starting on 20 October 2020.

5. The Club consequently requests (i) the dismissal of the Decision or (ii) the adaptation of the Decision by referring the case back to the EHF administrative body in order to set a new date for the Match.

V. Decisional Grounds

A. Assessment of the Factual Situation

1. After having thoroughly examined and review all documents provided within the course of the case, the Panel finds that the following facts are confirmed and undisputed:

- The Club did not attend the Match at the scheduled time.
- The EHF has an obligation to keep the continuance of the Competition even in the light of the Covid-19 pandemic. The timing of the different rounds is a crucial part of the integrity of a competition for an entire season.

B. Legal Bases

2. According to Article 1, General Information of the EHF European League Regulations Men Season 2020/21:

“The EHF is entitled to change and/or adapt the format of EHF competitions (including but not limited to the playing system, playing periods, throw-off times etc.) also during ongoing seasons. The EHF will especially make use of such right in case of exceptional circumstances (such as acts, events, omissions or accidents beyond the reasonable control of a party including, without limitation, a labour dispute, pandemic, accident, fire, flood, riot or civil commotion, act of public enemy, legal enactment, government act etc).”

3. According to Article 3.1.8, point 18 of the Statutes of the European Handball Federation:

“The Congress shall pass resolutions on the following business:

18. Regulations and their amendments.

The EHF Executive Committee is charged with taking decisions on the issuance and amendment of competition regulations and the List of Penalties. Provisions regulating financial matters except the List of Penalties shall be passed by the Congress.”

4. According to Article 1.2.6 of the Rules of Procedure of the Executive Committee and the Professional Staff of the European Handball Federation:

“Minutes shall be prepared of each Executive Committee meeting and circulated to the Executive Committee members, the commissions/boards and all member federations as well as to external partners if this is deemed useful.”

5. According to the fourth paragraph, first sentence of the motion approved by the hundred fifty-second (152nd) meeting of the EXEC, which took place on 26 June 2020:

“Individual decisions to single issue are in the responsibility and competence of the administrative level of the EHF Competitions.”

C. In the present case

6. The Panel establishes that it remains undisputed that the Club was not present at the Match.

7. The Panel finds that Article 1, General Information of the EHF European League Regulations Men Season 2020/21 and the motion approved by the EXEC gives power to the EHF administrative body to keep the proper continuation of the Competition under exceptional circumstances. Due to the COVID-19 pandemic, many players and clubs could be infected and involved of the isolation obligations which may hinder them to play their matches at the scheduled time. In order to keep the tight schedule of the Competition, the Panel agrees the necessity of the issuance of the Decision.

8. Hence, the Panel fully supports the following statement of the EHF administrative body; “However, if there are no matches on the court during a certain part of a running competition, decisions without matches are requested in order to safeguard a proper continuation of the competition without open issues or issues that would influence the further continuation of the competition.”.

9. The Panel is of the opinion that it is crucial for the international sport to safeguard the integrity of the sport and the international competitions for all stakeholders and in the light of this, the EHF needs to make sure that the next round can be played.

10. The Panel finds that even if the Club is referring to a ground which might be considered as a “force majeure” ground, the EHF has the right to take individual decisions in order to avoid the suspension of the Competition. Furthermore, a simple non-appearance would lead to disciplinary consequences however due to the current situation and as it was stated in the Decision, the Club should not be found accountable for this therefore the Panel finds proportionate that no legal consequences had been pursued against the Club.

11. Consequently, in the light of the foregoing, the Panel decides to confirm the position of the EHF administrative body of first instance.

VI. Decision

The appeal of the Club is rejected.

The decision of the EHF administrative body of first instance dated 28 September 2020 is upheld.

The cancellation of the Match is confirmed.

The Club does not qualify to the next round of the Competition (group phase).

The qualification of the club Y... for the next round of the Competition (group phase) is confirmed.

