2026

Court of Arbitration

JOURNAL

European Handball Court of Arbitration

Court of Arbitration

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Foreword of the President

Dear handball friends,

I am pleased to present the second issue of the Journal of the European Handball Court of Arbitration (ECA) of the European Handball Federation. This publication marks the resumption of the Journal after ten years and reaffirms the Court's commitment to transparency, legal certainty and accountability within European handball.

The European Handball Court of Arbitration serves as an independent and impartial judicial body, ensuring the fair and efficient resolution of disputes under the EHF legal framework. Its procedures are designed to be timely, accessible and cost-effective, while maintaining the highest standards of integrity, due process and reasoned decision-making.

The five awards published in this issue have been selected for their particular legal relevance. They reflect the Court's consistent and principled interpretation of the applicable regulations and contribute to greater predictability and trust in the EHF's judicial system.

I would like to express my sincere appreciation to the ECA arbitrators for their expertise and dedication. On behalf of my colleagues of the Council of the ECA-EHF I also wish to thank the EHF Office and all those who have contributed to the functioning of the Court and to the preparation of this Journal. Their professionalism and commitment are essential to upholding the credibility and integrity of the ECA.

I trust that this renewed publication will further consolidate confidence in the ECA as a reliable and principled dispute resolution body.

Yours sincerely,

Michele Colucci
President of the Council of the European Handball Court of Arbitration (ECA)

European Handball Court of Arbitration
Arbitral Award
(Summarized and anonymous)
Case n° 23 20808 5 1 ECA
17 June 2024

In the arbitration between

Mrs. **X...,**
as the Claimant

and

The handball club **Y...,**
as the Respondent

Panel

Gaylor Rabu (France)
Lovro Badžim (Croatia)
Juan de Dios Crespo Pérez (Spain)

Contractual relationship; Payment of player fee; ECA jurisdiction

I. Facts

A. Parties

1. Player X... (the "Player") is a handball player employed by handball club Y

2. Handball club Y... (the "Club") women handball club, playing in the first women's handball league of the national handball federation of country Y and in the women's Champions League organized by the European Handball Federation.

B. Facts

3. On 2 December 2016, the Parties concluded a "*Special Agreement on Mutual Rights and Obligations*" (the "Special Agreement") for the purpose of engaging the Player for the competitive seasons 2017/2018, 2018/2019, 2019/2020 and 2020/2021. The Special Agreement was signed by the Player and the President of the Club.

4. The Parties agreed that the Respondent shall pay the Player a fee in the net amount of EUR 150.000 per season and additionally EUR 30.000 in the event of winning the Champions League.

5. Article 8 of the Special Agreement highlights that *"In the event of a dispute, for the prevention of possible non-compliance with the Agreement, both parties acknowledge the jurisdiction of the arbitration agreement of the EHF."*

6. Another agreement named "Basic Agreement on Mutual Rights and Obligations" (the "Basic Agreement") dated 11 September 2017 was submitted. This Basic Agreement was signed by the President of the Club, the Handball Federation of Country Y. The Claimant disputes its signature under the Basic Agreement.

7. Article 4 of the Basic Agreement specifies that *"The time that the Player spends for serving regular military service, provided that he did not perform, and the time that the Player spends after maternity leave, shall not be counted in the duration of this Agreement."*

8. The Claimant became pregnant and informed the Club's head coach on 3 September 2020 about her pregnancy. On 26 March 2021 the Player gave birth to her child.

9. On 20 May 2021, the Claimant played in the final of the handball CUP of Country Y. The Respondent paid EUR 5.000 to the Claimant for the 2020/2021 season. On 27 January 2023, the Claimant sent a warning to the Respondent requesting EUR 147.000. On 6 February 2023, the Respondent replied that the Respondent considers the claim as unfounded due to the non-fulfilment of contractual obligations by the Claimant.

10. On 25 May 2023, graphological expert X, found that the signature written on the Basic Agreement *"is not the authentic signature of the Player, but was created by imitating one of the authentic signatures, probably."*

11. On 29 June 2023, the Claimant informed the Club about graphological expert X's conclusion and asked for a statement by 5 July 2023, whether there is room for an amicable settlement.

12. On 5 July 2023, the Respondent sent an answer highlighting that the Claimant violated Article 2 of the Basic Agreement due to the non-fulfilment of the contractual obligations, as well as that the claims became statute barred. Furthermore, the Club informed the Claimant about a graphological expertise taken by graphological expert Y, in which it was concluded that the signature written on the Basic Agreement represents an authentic signature written by the Claimant.

II. Proceedings before the European Handball Court of Arbitration

13. On 20 September 2023, the Claimant filed a statement of claim with the European Handball Court of Arbitration (the "ECA") requesting the initiation of ECA proceedings to solve the dispute between her and the Respondent regarding the payment of player fee defined in the Basic Agreement.

A. Appointment of the Panel

14. In the statement of claim, the Claimant appointed an arbitrator in the proceedings in accordance with Article 1.1 and Article 1.3 of the Rules of Arbitration for the ECA – Procedural Rules (the "Procedural Rules") stipulating the competence of the court.

15. On 5 October 2023, proceedings before the ECA were opened. The ECA Council informed the Parties accordingly and the Respondent was subsequently invited to send a memorandum in reply, which it did within the set deadline. On 10 October 2023, the Respondent appointed an arbitrator.

16. The Chairman of the arbitral chamber was nominated in accordance with Article 1.5 of the Procedural Rules.

17. On 13 October 2023, the ECA Office informed the Parties on the final composition of the arbitral chamber.

18. On 24 January 2024, the Respondent challenged the appointment of an arbitrator.

19. On 8 February 2024, the EHF Office contacted the former President of the Respondent concerning the signatures of the Claimant on the Basic Agreement and Special Agreement. The former President was not able to clarify this matter but referred to the CEO of the Respondent regarding further clarifications.

20. On 16 February 2024, the ECA Office on behalf of the ECA Council informed the parties about the progress of the proceedings and the service of the award. It was highlighted that the confirmed nomination of the members of the arbitral panel was communicated to the parties on 13 October 2023. According to Article 19 of the ECA Rules of Arbitration an award shall be rendered three months after this date. It was clarified that this deadline is subject to provision relating to the demands of the individual case regarding its scope of complexity and that the office closing times over the Christmas period (21 December to 7 January) interrupted any deadline run. Taking into consideration the complexity of the case, the involvement of experts, the analysis of the local law, comprehensive acquisition of information and evidence, the ECA Council extended the deadline until 30 April 2024.

21. On 16 February 2024, the ECA Office on behalf of the ECA Panel responsible for this case clarified the communication procedure with both parties. Furthermore, it was highlighted that the arbitrator was nominated as co-arbitrator on 5 October 2023 and that the Club's procedural application is time-limited and therefore not admissible.
22. On 14 March 2024, the President of the ECA on behalf of the ECA Council sent an official letter to the Respondent. It was clarified that the ECA Office only sent one letter directly to the Respondent not including the legal representative in the communication. Regarding the alleged failure to deliver the award within the limits of the procedural rules, the President emphasised that ECA Office shared with the whole ECA Council the request of the Arbitration Panel to have the above-mentioned extension because of the complexity of the case; that several reasonable arguments concerning the extension were made in the communicated letter (ensure comprehensive proceedings, involvement of experts, analysis of local law etc.);that the ECA requested an extension of more than 3 months which is reasonable considering the circumstances; that the letter dated 16 February 2024 was sent on behalf of the ECA Council and that the ECA Statutes and Procedural Rules do not contain any provisions concerning the consequences of an extension in delivering an award. The President of the ECA on behalf of the ECA Council rejected the arbitrator challenge as inadmissible as the appointment took place on 13 October 2023, the information about the arbitrator's profile was public available and the challenge was submitted on 24 January 2024. Moreover, it was clarified that the ECA is designed as an independent arbitration body, and it does not interfere at with the work and the decisions of the ECA Council and the ECA arbitration panels. The ECA relies on the EHF staff and office to exclusively carry out its administrative and organizational tasks when serving as support to the ECA Council and to the ECA arbitration panels. In this context, the EHF staff is only subordinated to the ECA Council and to the ECA Arbitration Panels. Hence, the EHF staff is not subject to the instructions of the EHF in connection with ECA duties nor they interfere in the substance of the cases submitted to the ECA Council and to the ECA Arbitration Panels. Finally, concerning the amendment of the ECA website it was highlighted that the ECA Office is responsible for the maintenance of the website. The website contained some outdated, wrong and misleading information which did not reflect the current content of the ECA Procedural Rules and therefore it was necessary to remove the flawed information.

B. Further proceedings

23. On 21 March 2024, the ECA Panel decided that Expert Z will act as an expert in the present case. On 4 April 2024, the Respondent challenged the nomination of Expert Z as an expert.

24. On 11 April 2024, the Claimant provided the ECA Office with a witness statement of Witness X and requested presence of Witness X at the oral hearing.

25. On 11 April 2024, the Respondent provided the ECA Office with a witness statement of Witness Y.

26. On 17 April 2024, the oral hearing took place. Both parties had the opportunity to share their arguments and applications. Reference can be made to the parties' exchanges and submission in the communicated letters. Furthermore, the Respondent provided further documents in the context of the hearing. The ECA Office distributed the minutes of the hearing to both parties.

27. The following shall be a summary of the most relevant points of the hearing.

Claimant:

- The Claimant was subject of discrimination because other Players received payments during pregnancy;

- The Statement of Claim is supported by the opinion of the expert;
- The Claimant trained and fulfilled her obligations for at least three months;
- During the other months she was assistant coach, trained individually and attended team trainings;
- The Respondent had the obligation to conclude an employment agreement with the Claimant;
- The Basic Agreement does not exist at the HFM, only one copy exists at the club;
- An objection against the witness statement of Witness Y was made as she withdrew from the proposal to examine her statement, therefore her statement cannot be considered as evidence;
- Witness X wanted to be present but she could not due to technical problems;
- The proposal is that the arbitral panel accepts the Statement of Claim.

Respondent:

- The challenge of the signature has no legal effect;
- The arbitral panel has not the competence to determine the validity of the contract;
- The Basic and Special Agreements were concluded in accordance with the principle of freedom of contracts;
- The parties chose to enter into a contract on mutual rights and obligations;
- The parties never concluded an employment contract;
- Several conditions of an employment contract were not met;
- The Claimant confirmed that she negotiated with Witness B;
- The Claimant confirmed that she did not forward a written medical document regarding her pregnancy for the Respondent;
- The Basic Agreement is registered with the HFM;
- The expert Expert Z is not accepted by the Respondent as he was not able to name basic conditions for an employment contract;
- The Respondent reserved the right to object concerning their right to be heard during this hearing due to the limited speech time;
- The Respondent insists that the partial Replica dated 16 April 2024 is added to the file as well as the documents provided during the hearing. The Respondent adheres to the objections made in the previous submissions.

III. Submissions

A. Claimant's submissions

28. With the letter dated 27 January 2023, the Claimant tried to solve the issue amicably. The defendant stated on 6 February 2023 that the claim is unfounded. Furthermore, the Club highlighted that an exception for the salary payment was included in Article 4 of the Basic Agreement; i.e. the defendant stated that the Player due to temporary inability to work due to the pregnancy, stopped fulfilling her obligations prescribed in Article 2 of the Basic Agreement and therefore the basis for the payment of salary ceased. Furthermore, the Club considered the claim as time barred according to the Rulebook of the HFM.

29. In his submission, the Claimant contested the signing of the Basic Agreement and a expertise of graphological expert X, was submitted as evidence. The Claimant, on the basis of the expert opinion, stated that the signature in the Basic Agreement is not an authentic signature of the Player, but was created by imitation based on the authentic prints.

30. Furthermore, it is not true that the Player was absent from training during the entire 2020/2021

season. She trained and fulfilled her obligations in August and September 2020. As of 1 October 2020, the Player went on maternity leave and she stopped training and performing for the Club. As she did not sign the Basic Agreement, Article 4 cannot be applied to her. The Claimant considers that the Basic Agreement does not have legal effect and in general that a contract cannot limit a basic human right, i.e. the right to become pregnant and giving birth. Therefore, the legal basis for the requested EUR 147.000 exists in Article 2 of the Special Agreement which was undisputedly concluded between the Player and the Club.

31. It was stated that according to Article 130 of the Labour Law of Country Y (the "Labour Law"), a woman during maternity leave has all the rights from the employment relationship as she had before the start of the use of the leave. The compensation of a woman's earning in case of temporary inability to work due to pregnancy is 100% of her earnings during work, in accordance with the provisions of Article 40 of the Law on Mandatory Health Insurance. Therefore, the Respondent was obliged to pay the Claimant 100 compensation for the 2020/2021 season, i.e. the amount of EUR 147.000.

32. According to the Claim, the Player has the right to claim statutory default interest in accordance with the provisions of Article 284 of the Law on Obligations, which stipulates that a debtor who is late in fulfilling a financial obligation owes, in addition to the principal, default interest at a rate determined by special law. At the time of the claim the Central Bank of Country Y determined the rate at 12%.

33. Furthermore, the Claimant emphasised that the mechanism outlined in Articles 105, 108, and 109 of the HFM Rulebook is only one way for Players to protect their rights and that the one year period described in Article 108 does not prevent Players to demand fulfilment of contractual obligations in front of domestic courts or arbitration courts like the European Handball Court of Arbitration. In general, the Local Law on Obligations prescribes that the general limitation is 10 years (Article 380), rights from occasional claims are time-barred for five years (Article 382) and that claims for occasional payments due to annually or at shorter intervals are time barred for three years from the due date of each individual tax (Article 381). Article 143 of the Labour Law stipulates that labour law claims expire after four years. Therefore, the claim did not become statute-barred.

34. Article 8 of the Special Agreement stipulates the mandatory jurisdiction of the EHF Arbitration commission (European Handball Court) and therefore its jurisdiction cannot be derogated from the HFM Rulebook, which establish the jurisdiction of the Registration Judge and the one year deadline for dispute resolution.

35. Finally, the Claimant proposed that the Panel shall decide the Claim of the Player is accepted, and the Respondent is obliged, for the unpaid part of the 2020/2021 season based on the Special Agreement, to pay the plaintiff The Player a net amount of EUR 147.000 (bet of taxes and social security charges) with statutory default interest in the amount of 12% as of 1 August 2021, until the final payment, in 15 days following the notification of this award. The Respondent undertakes to compensate the Player in advance payment in the amount of EUR 5000 legal fees in the amount of EUR 1815 with 21% of VAT, as well as other administrative costs before the European Handball Court in Vienna, in 15 days following the notification of this award.

a. Claimant's answers to the questions of the ECA Panel (25 November 2023)

36. The Player became pregnant on 11 August 2020. She informed the head coach about her pregnancy on 3 September 2020.

37. The Player was active for the Club the whole of August 2020 and fully fulfilled her contractual obligation, except a 14 day isolation due to Covid19. From September until 15 March 2021, the Claimant came regularly to training sessions, trained individually outside and on the field and observed training sessions. Among other matches, she was assistant coach on 29 January 2021 and first coach on 9 January 2021.

38. She did not come to training from 15 March 2021 onwards and she gave birth on 26 March 2021.
39. It was acknowledged and confirmed that the Respondent paid the Claimant EUR 5.000 for the 2020/21 season.

b. Claimant's Statement on Allegations from the Respondent Memorandum in Reply 25 November 2023

40. The Claimant rejected all the Respondent's allegation in his answer (2 November 2023) as unfounded, based on the incorrect application of Local law, but also international regulations in the field of sports, misunderstanding of the role of the ECA Panel and wrongly established facts.

41. It is true that the regulations of the HFM are applied, but the regulations can not be outside of the legal and constitutional order of Country Y. Especially they cannot be outside of the Law on Sports and the Local Labour Law.

42. According to the Claimant, the parties agreed that the ECA is the competent body to decide about the non-compliance with the Special Agreement and the non-payment of wages certainly falls within this scope. If the contracting parties would have wanted Arbitration provided by the HFM, this would have been clearly stated within the Special Agreement. If the Claimant would have sought settlement before domestic Arbitration or before domestic courts, the claim would have been dismissed because of the arbitration clause in the Special Agreement.

43. It is not necessary that the dispute between the Player and the Club is related to cross border facts because "cross-border matters" refers to disputes between National Federations and their clubs and the ECA is not limited to all the mentioned disputes.

44. Furthermore, it is not true that the HFM Rulebook foresees exclusivity regarding dispute resolution concerning Players and clubs. The HFM Rulebook primarily concerns the registration of Players and clubs and there is no article which prohibits an agreement on the jurisdiction of a foreign arbitration court.

45. The wording "accordance with the law" in Article 59 of the Law on Sports means all law and not only the Law on Sports. When the Law on Sports refers to the provisions within the Law on Sports, the text uses the term "by this law", "of this law" and similar. Therefore, rights and obligations between Players and clubs can only be negotiated when the agreement is in accordance with other laws, such as the Labour Law and the Law on Obligations. Sports contracts and rules cannot derogate from the norms of other laws.

46. Moreover, the one-year period prescribed in Article 108 of the HFM Rulebook cannot suspend national regulations and agreements, the Federation's international regulations and general principles of law. According to Article 143 of the Labour Law, money claims from work are time barred within four years.

47. The graphical examination, which was carried out by Expert Y, was carried out without taking indisputable signatures from the Claimant and without any consultation with her. The examination was not carried out according to the rules of profession, because indisputable signatures were not taken by the Claimant, nor did the Claimant

provide the expert with any officials document such as an identity card or passport.

48. At the moment when the Respondent was supposed to pay wages to the Claimant, Article 27 of the Law on Sports, which was adopted on 2018, was in force. In accordance with this Article, the Respondent had to establish an employment relationship with the Claimant. Therefore, the Respondent's claim that the Basic and Special Agreements are not considered as employment contracts is absolutely not true because according to Article 27 of the Law on Sports, the Claimant had to be in a working relationship with the Respondent.

49. The compensation of a woman's earnings in case of temporary inability to work due to pregnancy is 100% of her earning during work, in accordance with the provisions of Article 40 of the Law on Mandatory Health Insurance. Article 4 of the Basic Agreement is contrary to labour law regulations. Therefore, this Article is null and void and the Respondent cannot refer to this provision even if the Claimant signed the Basic Agreement, which she did not. Two teammates of the Claimant received earning during pregnancy, even though they did not train and play.

50. The Claimant fully complied with her contractual obligations for at least three months (August 2020, April 2021 and May 2021). In the other months she came to training sessions, observed them, trained individually and acted as assistant coach. Her only absence was definitely from 15 March until 6 April 2021.

c. Claimant's answers to the questions of the ECA Panel (12 December 2023)

51. Reference is made to previous submissions concerning the Claimant's activities (individual training, observing of training sessions, acting as assistant coach) between September 2020 and 15 March 2023. According to the Claimant, it was her obligation to fulfil the abovementioned activities and that this is considered as work engagement which had to be paid.

52. The Claimant outlined the applicability of Article 27 Law on Sports from the year 2018, as already emphasised in the correspondence dated 25 November 2023.

53. The Claimant explained the definition, treatment and rights of amateur athletes in accordance with Articles 21 and 26 of the Law on Sports.

54. It was clarified that the usual salary of a handball coach respectively a playing handball coach in Country Y is, depending on the quality of the coach and his reputation, between EUR 10.000 or even EUR 15.000.

55. It was highlighted that the Claimant fully fulfilled her contractual obligation in August 2020, April 2021 and May 2021. In August an April the Claimant did not play matches, but in May she played in the finals of the Cup of Country Y.

56. The Claimant explained that she approached the Respondent during the 2020/2021 season several times regarding her salary. The Club informed the Player that she cannot be paid due to financial problems but asked for patience and promised that her wages would be paid as soon as the financial situation improved. During the 2021/2022 season she played for a Turkish club ("Club T") and again approached the Respondent several times regarding the payment of her wages. In the 2022/2023 seasons, she returned to the Respondent. However, the Club's management had changed and the new representatives argued that she has no right to be paid due to Article 4 in the Basic Agreement.

57. According to the Claimant, her high income resulted due to fact that she was the best and most important Player and that she dedicated her entire

life and working life to the Club. Other Players in the previous period received even higher incomes. The standard salary for professional handball Players depends on the Player's availabilities but is between EUR 50.000 and EUR 200.000.

d. Claimant's replica to the Respondent's replica to the Claimant's statement on allegation from the Respondent (12 March 2024)

58. At the beginning of the submission the Claimant highlighted that all allegations of the Respondent are unfounded, based on incorrect application of Local law, but also international regulations in the field of sports, misunderstanding of the role of the ECA Panel and wrongly established facts.

59. It was emphasised that the applicable law is the Local law, but that the mentioned regulations cannot be outside the legal and constitutional order of Country Y.

60. Regarding the jurisdiction of the ECA the Claimant argued that the Respondent surely knew the distinction between the IHF and EHF when the parties concluded the Special Agreement. According to the Claimant it is clear that the parties agreed on jurisdiction of the arbitration body operating within the EHF and by mistake the wording "arbitration commission" was used instead of "arbitration court".

70. The Claimant was not able to use internal legal channels within the HFM because the parties concluded Article 8 of the Special Agreement. Furthermore, Article 11 of the Rules of Arbitration for Dispute Resolution within the HFM highlights that jurisdiction must be determined by an agreement. This agreement is not included in the Basic and Special Agreements.

71. The Claimant raised the question why the Respondent would agree to conclude a Special Agreement with the Claimant in which he would agree to EHF arbitration contrary to the rules of the HFM regulations. According to the Claimant the answer is clear; because the Respondent knew that Article 8 of the Special Agreement does not contradict HFM regulations.

72. Moreover, the Claimant highlighted that sports organisations cannot derogate the state's constitutional laws with their internal acts because then sports organisations could adopt laws which are completely contrary to laws (like the Labour Law and Law on Sports, etc.) and legal principles.

73. The Claimant further evaluated the substance and the legal nature of the Contract on Mutual Rights and Obligations. Reference concerning this matter is made to the Claimant's previous submissions.

74. Once again, it was highlighted that the Claimant fulfilled all her contractual obligations in August 2020, April 2021 and May 2021.

75. Regarding the Claimant's Instagram posting on 21 April 2021, it was highlighted that the posting referred that the Claimant will leave the Respondent at the end of the season. The Claimant played in the final of the Cup of Federation Y in May 2021.

e. Witness statement Witness X (10 April 2024)

76. On 10 April 2024, the Claimant provided the ECA Office with a witness statement from Witness X, the former conditional coach of the Respondent.

77. It was highlighted by Witness X that the Claimant had trained pursuant to her individual training programme in the period of August 2020, April 2021 (except 7 days absent due to surgical intervention) and the entire month of May 2021. Furthermore, she regularly came to training sessions, trained in gyms, individually on the field and observed training sessions. In the match on 29

January 2021, she replaced the former head coach.

f. The Claimant's Replica (12 May 2024)

78. On 12 May 2024, the Claimant provided the ECA Panel with a further replica concerning the Respondent's provided WhatsApp correspondence, the provided expert report and the comment after the oral hearing.

79. It was highlighted that the forwarded text and audio WhatsApp message do not constitute evidence and that the only evidence could be the testimony of the witness Y.

80. The Report submitted by the Respondent was written by two lawyers who are not labour law and sports law experts. Their report cannot be accepted, because it is subjective and calculated to help the Respondent. The only valid expert opinion is the opinion provided by Expert Z.

B. The Respondent's submissions

81. On 2 November 2023, the Club submitted a memorandum in reply to the Player's statement of claim. The submission may be summarised as follows.

82. The Club first stated that the applicable law to the matter at hand are the regulations of the HFM as competent national federation under which the parties concluded the contract by means of which the parties undertook to be liable by and to act in accordance with its regulations.

83. In accordance with Article 12.1 of the ECA Procedural Rules, the Respondent raised the objection of lack of jurisdiction of the arbitral panel of the ECA to decide on the Statement of claim of the Claimant. The Respondent argued that the claim does not deal with the prevention of possible non-compliance with the Agreement of the Respondent (as mentioned in Article 8 of the Special Agreement) and therefore it does not fall within the scope of contracted competence of the "arbitration commission of the EHF". Furthermore, an "arbitration commission of the EHF" does not exist; legal bodies are the EHF Court of Handball and the EHF Court of Appeal. Cases decided by the EHF legal bodies can be finally referred to the ECA as appellate instance under the condition that all legal remedies available within the EHF have been exhausted. It was argued that the ECA is competent to settle disputes arising in handball (such as but not limited to, arising between the EHF and national Federations, national Federations among each other, Federations and their clubs as well as any disputes involving Players, Player's agents or clubs, when they are related to cross border facts or are emerging from the EHF competitions) and disputes arising in other sports areas. Reference was made to the ECA website which stated that *"All internal legal channels available within the relevant handball/sport Federation must have been exhausted before requesting the resolution of a handball/sport related dispute to the European Handball Court of Arbitration."* It was argued that the Claimant addressed ECA as first instance dispute resolution body, that the dispute is not related to cross border facts and not emerging from EHF competitions and that the claim is therefore inadmissible on the ground of lack of jurisdiction based on ECA Regulations. Based on the EHF Statutes, the ECA is appellate instance against decisions of the EHF legal and administrative bodies meaning that it does not have jurisdiction to decide on the Claimant's claim.

84. Furthermore, it was argued that the regulations of the HFM foresee exclusively the internal dispute resolution system without the possibility to appeal before ECA or the CAS. The exclusive competence of the HFM bodies in case of disputes was indirectly contradicted in the Basic Agreement. The Basic Agreement is considered as meritorious for decision on the issue of the jurisdiction due to its authoritativeness reflected by its registration with

the HFM; its mandatory provisions prescribed by law (Article 82 HFM Rulebook on registration); because it does not fall within the scope of the contracted competence of the 'arbitration commission of the EHF'; and the supremacy of the Basic Agreement in accordance with the legal principle *lex posterior derogat legi priori*. Furthermore, Article 8 of the Special Agreement is not allowed in accordance with Article 83 of the HFM Rulebook on registration and must therefore be deemed non-existent. Additionally, the Claimant failed to address the competent dispute resolution body – the HFM Arbitration – within the prescribed deadline of 90 days from the date when the dispute arose.

85. Based on the abovementioned considerations, the Respondent concluded that the claim falls outside of the ECA jurisdiction and therefore the ECA arbitral panel is requested to reject the Claimant's statement of claim.

86. Further to the aforementioned, the Respondent claimed that the claim is time barred. The Respondent referred to Article 108 (1) in connection with Article 105 (1) and Article 107 of the HFM Rulebook on registration. According to the Respondent, the statute of limitations for the Claimant's claim started to run at the latest on 11 June 2021 and by the time the Claimant submitted the statement of claim on 21 September 2023, the statute of limitations of one year starting from the maturity of the last unsettled claim had thus already elapsed. Additionally, the prescribed statute of limitations for lodging a claim before the HFM Arbitration is determined with a 90 day limitation and irrespective of whether the statute of one year or 90 days is applicable, the statement of claim shall be deemed as time barred.

87. It was highlighted that the HFM exercises legislative, executive and judicial authority over the sport of handball in Country Y and its internal affairs and that Article 59 (1) of the Law on Sports states *"The national sport federation shall be liable to pass sport rules in the sport for which it is responsible, in accordance with the law and international sport rules."* In this context the Respondent argued that the term 'the law' means the relevant law – the Law on Sports. The HFM Rulebook on registration must be qualified and interpreted as sport rules and the sports rules in the HFM Rulebook are mandatory and binding for sports organisations and athletes during conclusion and execution of contracts. Hence, the Claimant's argumentation that Articles 105 (1) and 108 of the HFM Rulebook *"prescribe only as one of the possibilities for the Player how to protect his rights, i.e. demand the fulfillment of the contractual obligation, but this does not mean ... the statute of limitations for the debt claim begins and that the Player can not demands fulfillment the contractual obligation from the club and on other way, before the domestic court, arbitration or European Handball Court as well as after the period of one year prescribed by Article 108 of the Rulebook"* is considered as wrong, misleading and illegal.

88. Furthermore, the Respondent explained the merits of the case as follows. Both the Basic and the Special Agreement were concluded when the Law on Sports and the HFM Rulebook on Registration were in force. According to Article 71 of the HFM Rulebook, the Claimant and the Respondent were obliged to conclude the (Basic) Contract on mutual rights and obligations. The content of basic contract on mutual rights and obligations is a template determined by the Steering Committee of the HFM. Basic Agreements, including the Article 4 emphasised by the Claimant, were concluded with other Players of the Club as well. Evidently, it is in line with basic agreements on mutual rights and obligations that the Respondent concluded before and after the agreement at hand. The Special Agreement was first concluded with the Claimant and has a character of business secret which was not disclosed to the HFM. The non-disclosure is undisputable, and the Claimant is well aware of it. The parties had to sign the Basic Agreement in

order to successfully register the Claimant with the Respondent before the HFM, because the obligation to register the contract between the athlete and the sports organisation with the competent sport federation derives also from Article 20 of the Law on Sports and Article 71 of the HFM Rulebook on registration. The Respondent strongly disputed that the Claimant did not sign the Basic Agreement. In this context, the Respondent raised the question on what legal basis the Claimant was registered with the HFM and on what ground she played official matches for three seasons, when it was not based on the Basic Agreement.

89. Regarding the allegedly unauthentic signature and the submitted expertise of The graphological expert X, the Respondent highlighted the following. Forgery and falsification are serious accusations with potential criminal law repercussions and the HFM or EHF deciding bodies or the ECA arbitral panel are not competent to decide upon matters of criminal law. Further, expert graphologist Expert Y confirmed that the Claimant's signature on the Basic Agreement is authentic as well as her signature of the document Entry of Contract. The Claimant as the party disputing the authenticity of the signature had not conducted all potential evidentiary activity that could have reasonably been performed to try to challenge her signature and authenticity of the Basic Agreement. The Claimant did not instruct a third independent expert to assess the authenticity of the signature in question. Therefore, the Claimant failed to meet her burden of proof regarding her allegations of falsified signature. Therefore, it must be established that Basic Agreement and Entry of the Contract were signed by the Claimant. Furthermore, Witness M and Witness L, who testified and were present when the Claimant signed the Basic Agreement, were provided as witnesses.

90. Regarding the nature and purpose of the Basic and Special Agreements, the Respondent highlighted that the Contract on Mutual Rights and Obligations (Basic and Special) is one of the three forms mentioned in Article 70 of the HFM Rulebook on registration. The club and Players may conclude employment contracts in accordance with the law, if they wish to do so; but an employment contract in accordance with labour law is only a possibility and not a mandatory requirement (mandatory contract) in handball. A contract on mutual rights and duties (Basic and Special) is not an employment contract but a special type of contract, i.e. a contract *sui generis* in handball within the scope of the HFM, in accordance with the law (Article 20 Law on Sports) and sports rules (general acts of the HFM).

91. The Respondent was obliged to insure the Claimant only against injury, professional injury, disease and death and to provide the Claimant with health protection and medical care and to bear all costs of treatment and rehabilitation that arose as a result of the performance of obligations from the Basic Agreement, except those that are covered by the mandatory health insurance that the Claimant had. The Claimant had a mandatory (compulsory) health insurance and the Respondent was not responsible to provide the Claimant with a compulsory health insurance.

92. The obligation to provide the employee with the compulsory health insurance is inherent to the employer within the employment relationship in accordance with the Labour law. This was not applicable between the relationship between the Claimant and the Respondent as the Basic Agreement and the Special Agreement, taken individually or together, do not establish an employment relationship between the contractual parties. Therefore, the relevant engagement must be considered as work outside an employment relationship.

93. Additionally to the above-mentioned, the Respondent highlighted that the Claimant was on maternity leave even before 1 October 2023. On 3

September, the Club's head coach informed the Respondent about the pregnancy. The Claimant never informed the Respondent by any means of her pregnancy nor she provided the Respondent with any medical certificates attesting her temporary incapacity to fulfil the obligations (to play) and/or use of maternity leave.

94. The Claimant went on maternity leave before the start of the 2020/2021 season and by doing so the Claimant stopped to fulfil her contractual obligations towards the Respondent. The Claimant did not perform for the Respondent in matches in September 2020, as it can be seen in respective match reports. Therefore, the Claimant did not fulfil her obligations in September 2020 as she went on maternity leave.

95. Article 4 of the Basic Agreement does not limit her right to the pregnancy, but it regulates explicitly that the time the Player spends on maternity leave does not count in the duration of the agreement. Maternity leave of athletes can last for longer or shorter periods and Article 4 of the Basic Agreement regulates the suspension of the contract, i.e. the suspension of both parties' contractual obligations in case of the Player's pregnancy.

96. The Claimant orally informed the Respondent that she is going to Club T in season 2021/22 after maternity leave. On 9 August 2021, Club T addressed the Respondent via the HFM with a request for issuance of a Clearing Letter due to the international transfer of the Player. The Respondent issued the Clearing Letter and approved her transfer and registration.

97. It was summarised that the Basic and Special Agreements were suspended during the Claimant's maternity leave in the 2020/2021 season and that there is no legal basis for the Respondent's responsibility to pay the compensation to the Claimant whilst being deprived of the Claimant's services.

98. The Claimant incorrectly stated that the Respondent paid her only EUR 3.000 during the 2020/2021 season. The Respondent contested such allegations and argued that EUR 5.000 was paid to the Claimant.

99. Finally, the Respondent respectfully asked the Panel to decide, to reject the Statement of Claim due to the lack of jurisdiction; Alternatively, to dismiss the Statement of Claim as inadmissible (time barred); In further alternative, to dismiss the Statement of Claim as ungrounded.
In any event, To order the Claimant The Player to bear all costs of the present procedure; To order the Claimant The Player to contribute to the legal fees and expenses of the Club in relation to the present procedure in the amount of EUR 5.000.

a. Respondent's answers to the questions of the ECA panel (12 January 2024)

100. According to the Respondent, the contractual relationship between the parties was suspended during the 2020/2021 season due to the Claimant's inability to perform her contractual obligations as a result of her pregnancy.

101. The Claimant only informed the head coach about her pregnancy and inability to perform her contractual obligations. The head coach transmitted this information to the Respondent's management.

102. The Claimant was neither acting as a Player nor as a coach for the Respondent during the 2020/2021 season. A coach has to obtain a coaching licence to carry out coaching activities. The Claimant did not have such a license. She only performed the role of a team official on a voluntary basis but did not act as head coach or assistant coach.

103. The Respondent highlighted that it is not true that the Claimant fully complied with her

contractual obligations in April and May 2021. It was emphasised that the Claimant had a medical surgery in mid-April 2021 and that preparation and rehabilitation for this kind of surgery takes weeks and that the patient must refrain from physical activities for at least one month. The Claimant did not take part in the training or in any match of the Respondent after childbirth. On 21 April 2021, the Claimant posted on her Instagram account that she will leave the Club. Therefore, the Claimant made a unilateral and premature termination of the contract with the Respondent in April 2021.

104. As in the previous submission dated 2 November 2023, the Respondent again outlined that an employment contract was only one of three alternative possibilities and that an employment contract was never concluded. Furthermore, the Basic and Special Agreements do not meet the essentialia negotii of an employment contract prescribed in Article 23 of the Labour Law.

105. The Respondent had no obligation to pay social insurance on the income of the Claimant based on the Basic and Special Agreements, whilst provision of social insurance to the employee by the employer is mandatory in employment contracts. The Claimant was never an employee of the Respondent belonging to the group of insured persons in accordance with Articles 5 and 6 of the Law on compulsory health insurance.

106. According to the Respondent, the Special Agreement was signed prior to the Basic Agreement due to the Club's usual business practice. The Special Agreement was signed in advance to clarify the Player's most important concerns. The Basic Agreement was then signed at the beginning of the season when the Special Agreement enters into force.

107. Taking into consideration the Claimant's success in the past and that the Special Agreement was signed eight months before its entry date, the Claimant was at least in the same bargaining position if not the stronger party in the negotiations with the Respondent. Furthermore, she could have sought legal advice before the conclusion of the Agreements and/or read the applicable regulations. Moreover, an athlete is or should be familiar with provisions of the regulations of the federation concerned.

108. The Claimant never provided the Respondent with any medical certificate with respect to her pregnancy nor with any written correspondence with respect to her intention to use maternity leave. Moreover, legal provisions on maternity leave and parental leave refer only to employees.

109. The Claimant never addressed the Respondent with a request for payment of compensation for the 2020/2021 season before the Warning sent by the Claimant's legal counsel on 27 January 2023. When the Claimant returned to the Respondent in the 2022/2023 season, the Claimant would have raised any pending debt during the negotiations prior to signing a new contract with the Respondent.

110. The payment of EUR 5.000 has been made to the Claimant as voluntary financial aid during pregnancy. The Respondent was not obliged to pay the Claimant any amount for the 2020/2021 season but decided to help the Claimant for her longstanding membership in the Club.

111. The Respondent was obliged to provide the Claimant with insurance against injuries and occupational diseases, as well as to bear all the costs of treatment and rehabilitation due to injuries. The Respondent paid for several surgeries and medical interventions between 2009 and 2019.

112. EUR 150.000 per season does not have the character of a salary in accordance with the Labour Law. It is regarded as monetary compensation for services provided, payable by the Club to the Player based on the Basic and Special Agreements.

The amount was negotiated based on the Claimant's qualifications and prior successes in the past. EUR 150.000 is not a standard monetary compensation for a female handball Player in Country Y.

b. Respondent's Replica the Claimant's Submissions of 25 November 2023 (12 January 2024)

113. The Respondent objected to the delivery of an email only to the Club, but not to the legal representatives of the Respondent.

114. It was highlighted that the regulations of the HFM are the applicable law. The question whether these regulations comply with national laws and/or the Constitution of Country Y is not for the sports dispute resolution bodies to decide, but any non-compliance has to be challenged and established before the Constitutional Court of Country Y.

115. As in the Respondent's Memorandum dated 2 November 2023, an objection concerning a lack of jurisdiction was raised. The arguments shall be summarised briefly in the following.
116. Article 8 of the Special Agreement is not clear. The parties had in mind and opted for the "IHF Arbitration commission" instead of the "arbitration commission of the EHF".

117. The party autonomy to contract ECA as first instance body was excluded by IHF (Article 3.3 of the IHF Legal Provisions), EHF (Article 13 EHF Statutes, edition 18 November 2016), ECA Statutes (Article 1, edition 2016 and edition 2022) and HFM regulations (Article 105 et seq., HFM Rulebook edition 2012 and 2015). Furthermore, the competence of ECA was emphasised in the book European Sports Law and Policy Bulletin: International and Comparative Sports Justice and on the ECA Website. The Respondent's conclusion was that, according to several sources, in cases of national disputes internal legal channels available within the relevant handball federation must have been exhausted before addressing to the ECA.

118. Article 8 of the Special Agreement contradicts Article 83 of the HFM rulebook on registration and is in collision with provisions of the Basic Agreement. Such flaws and contradictions are to be resolved in favour of competent dispute resolution body established by general acts of the HFM. The supremacy of the HFM general acts over parties' freedom of contract derives from the pyramidal structure of sport and mandatory application of the sports rules of sports governing bodies which are entitled to regulate and coordinate relations within their jurisdiction. Article 8 of the Special Agreement, whether the parties had in mind the IHF arbitration commission or the ECA, cannot trump mandatory rules of the HFM.

119. Moreover, the Respondent further emphasised the statute of limitations to lodge a claim. Reference regarding this matter is also made to the Respondent's previous Memorandum dated 2 November 2023. According to the Respondent, Sports rules prescribed by general acts of the HFM are mandatory and binding for clubs and Players in Country Y. Therefore, the claim was time barred. The statute of limitation of one year for the Player's claim against the club which started to run from the maturity of the last unsettled claim in accordance with Art.105 and Art.108 of the HFM Rulebook on registration has elapsed.

120. Finally, the Respondent further analysed the legal characterisation of the Contract on Mutual Rights and Obligations. In this context, reference to the Respondent's previous arguments raised in the Memorandum dated 2 November 2023 and to the Answers to the Substantial questions of the ECA arbitral panel dated 12 January 2024 is made.

121. The HFM Rulebook must be understood as sports rules which are independent. The Claimant

accepted to be bound by and to abide by the HFM Regulations.

122. The Claimant signed an identical Basic Agreement containing Article 4 already in the year 2015.

123. The parties never concluded an employment contract and therefore the Labour Law cannot apply. The Claimant's position about her employee status is incorrect and ungrounded.

124. The Law on Sports edition 2018 does not apply to the established contractual relationship between the parties. There is not any imperative legal norm in the Law on Sports (edition 2018) stipulating that a sports organisation must conclude an employment contract with an athlete.

125. The Respondent drew the conclusions that (i) the ECA does not have jurisdiction to decide on the Claimant's claim; (ii) the Claimant's claim is inadmissible due to the statute of limitations to lodge a claim, in other words, the Claimant's claim is time barred; and (iii) the Claimant's claim is to be dismissed as it is factually and legally ungrounded.

c. Respondent's Request for clarification 24 January 2024

126. The Respondent objected to and/or challenged several alleged violations of the principle of due process in the arbitration procedure.

127. According to the Respondent, the parties were treated unequally because correspondence was sent directly to the Respondent and not to the legal representative.

128. The Respondent highlighted that the ECA arbitral panel failed to render an award within three months and requested email correspondence (in EML file format) with reasoned and timely request for extension of time limit to render arbitral award of the chairman and the decision of the President of the ECA Council granting relevant extension.

d. Petition for Challenge to the appointment of Arbitrator X (24 January 2024)

129. In an additional letter the Respondent challenged the appointment of Arbitrator X as co-arbitrator. According to the Respondent, Arbitrator X pursues a sport political function within the IHF.

130. Arbitrator X is the Chairman of the IHF Arbitration Commission, and the Respondent considers this function as of sports political nature.

131. The ECA Council verified Arbitrator X's compliance with the criteria in the ECA Statutes. Therefore, the Respondent did not have a cogent reason to further check Arbitrator X's compliance with the requirements. The Respondent became aware of Arbitrator X's function on 12 January 2024 during the research for the previous submission.

e. Challenge on grounds of illegality of the arbitration proceedings and call for intervention 7 March 2024

132. The Respondent directed an intervention-request to the ECA Panel, the ECA Council, the EHF leadership and the IHF leadership.

133. Reference was made to the correspondence dated 16 February 2024 concerning the deadline for rendering the award. It was argued that the ECA Office's reasoning and argumentation regarding the Christmas period is illegal, wrong and arbitrary and that conditions for an extension were not met.

134. The Respondent noted that information on the ECA Website regarding the initiation of proceedings was deleted and requested an investigation as to who ordered this deletion and why it was deleted.

135. Reference was made to the Challenge of Arbitrator X as co-arbitrator dated 24 January 2024. It was argued that the challenge should have been forwarded and decided upon by the ECA Council according to Article 4.4 of the ECA Procedural Rules. Arbitrator X's alleged high sport-political function was emphasised.

136. The challenge was considered as lawful because the ECA Council had to verify the arbitrator's compliance with the ECA arbitrator criteria. The Respondent therefore did not have to additionally check Arbitrator X's compliance with the ECA arbitrator requirements. The Respondent became aware of his function within the IHF Arbitration Commission on 12 January 2024 and the time limit of two weeks is to be counted as of this date.

137. Furthermore, the Respondent pointed out that employees of the EHF's legal department are working on behalf of the ECA Office. It was argued that therefore the principle of ECA's independence and impartiality of its members was breached. According to the Respondent, the ECA Council via its ECA Office failed to safeguard the independence of the ECA.

138. Finally, the Respondent highlighted regarding the clarification of the Respondent's former President's signature, that the ECA Panel and not the ECA Office should have interrogated the former President.

139. Regarding the content of the clarification the Respondent stated that the document provided is not credible. Furthermore, it was highlighted that the Respondent signed documents only with knowledge and consent of the former President. Moreover, the Respondent questioned the former President's knowledge about the Claimant's signature expertise and the informal communication between the former President and the ECA Office.

140. Finally, the Respondent requested: The arbitration proceedings ECA no.20808 to be held orally via hearing i.e. an oral hearing to be held; To give additional comments and evidence on Witness B statement via email of 08 February 2024 at the oral hearing as well as to interrogate Witness B as proposed witness in its written submissions, Hearing of Ms Y, director of the Club, as witness at oral hearing; Possibility to give comment on the Claimant's Answers to the ECA panel substantial questions of 06 November 2023 (which were provided to the Club on 16 February 2024 via link to the case file on EHF cloud) at the oral hearing or alternatively, via additional written submission which deadline for submission shall be determined.

f. Challenge of Expert Z's appointment as an expert (4 April 2024)

141. On 4 April 2024, the Respondent challenged the appointment of Expert Z. It was highlighted that the appearance of Expert Z as an expert is not further substantiated by the ECA Office, i.e. ECA Panel nor with his terms of reference neither with his area of expertise.

142. The Respondent requested information about what specific issues the expert will report. According to the Respondent the Parties have to be aware of the specific matter to be dealt with by the expert in order to frame adequate response and prepare questions.

143. It was underlined that the appointed expert does not possess legal education nor qualifications which make him competent to report on legal issues of Local law.

g. Witness statement Witness Y (11 April 2024)

144. On 11 April 2024, the Respondent directly sent a witness statement from witness Y, director of the Respondent, to the ECA Office.

145. It was highlighted that Witness Y managed the work of the professional service and the organisation of the work process in the Club. Furthermore, she took care of the legal use of the property and recourses that the Club disposes, within the limits set by the Club's Statute as well as the decisions of the Club's management board, between 2006 and 2018.

146. She was authorised to use the facsimile of the former President only with his consent when his personal presence was not possible.

147. Witness Y disputed that she misused the facsimile.

h. Partial Replica to the Claimant's submission (16 April 2024)

148. On 16 April 2024, the Respondent sent a further letter addressed to chapters II and III of the Claimant's submission of 13 March 2024.

149. The Respondent submitted an objection of lack of jurisdiction of the ECA. It was claimed that the Claimant's allegations on page 5, page 6, page 7, page 8, page 9 and page 10 are wrong and unlawful.

150. The conclusion was that the ECA Panel must establish its lack of jurisdiction to decide the present matter. The Special Agreement and its Article 8 are considered as null and void on the grounds of the Law on Sports, HFM regulations, IHF regulations and EHF regulations. Reference can be made to the previous submissions of the Respondent.

151. Furthermore, the Respondent highlighted the statute of limitations to lodge a claim and submitted a plea of inadmissibility.

152. It was argued that time limits related to dispute resolution system through arbitration in sport stipulated in general acts of the sports organisations, concretely the HFM, are in full compliance with the law and that therefore the Claimant's claim is inadmissible as it is time-barred.

g. Submission during oral hearing (17 April 2024)

153. During the hearing on 17 April 2024, the Respondent provided the Panel and the Claimant with new documents concerning the Local Labour Law, Witness P, Witness X and chat protocols between the Respondent's former President and Witness Y.

154. Furthermore, the Respondent challenged the appointment of Expert Z as an expert and provided the ECA arbitral Panel with an expert report of two Local Lawyers concerning the legal nature of the Basic and Special Agreements. The Respondent highlighted that the Parties were never provided with Expert Z's scope of reference nor with his report before the hearing. The Respondent concluded that the Parties were therefore restricted in their right to defence.

h. Comment after the oral hearing (22 April 2024)

155. On 22 April 2024, the Respondent directed a letter to the ECA Panel. It was highlighted that the case file of the present arbitration proceeding is extensive as numerous letters were submitted by the parties.

156. It was highlighted that the Respondent wanted and intended to answer to the latest submissions by the Claimant.

157. The Respondent stated that it was not afforded full opportunity to present the case at the oral hearing. The Club was also not given full opportunity to hear and examine the Claimant, the witnesses and the expert.

158. The Respondent concluded that its right to equal treatment, its right to be heard and the

principle of due process were grossly and severely violated, both prior to and during the oral hearing.

i. Request (5 June 2024)

159. On 5 June 2024, the Respondent requested the audio and video recording of the entire oral hearing which took place on 17 April 2024. The Respondent stated that the Minutes do not reflect genuine wording and/or spirit of the statements/questions made be the legal counsels.

j. Replica (5 June 2024)

160. On 5 June 2024, the Respondent submitted a further Replica. Reference was made to the WhatsApp correspondence between Witness B and Witness Y, which was provided in the context of the hearing. Furthermore, reference was made to the experts which were invited by the Respondent. The Respondent argued that both experts possess more knowledge than Expert Z who was appointed by the ECA Panel. Furthermore, the legal nature of the Claimant's contract was emphasised. Reference is made to the Respondent's previous submissions.

161. Concerning the Claimant's Replica on Club's comment after the oral hearing, the Respondent highlighted and underlined its previous arguments and reasoning. With regard to the final remarks and the conclusions of the Respondent, reference is made to the previous submissions and the minutes of the oral hearing, as all arguments were already discussed comprehensively.

IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

A. Admissibility

162. The statement of claim filed by the Player meets the requirements set-forth in Article 5 of the Procedural Rules. It follows that the claim is formally admissible.

B. Jurisdiction of the European Handball Court of Arbitration

163. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

"*The European Handball Court of Arbitration shall have competence [...] in disputes between and among Players, Player's agents, the EHF, the National Federations, and clubs."*

164. Article 8 of the Special Agreement recognises the competence of the European Handball Court of Arbitration as follows:

"In the event of a dispute, for the prevention of possible non-compliance with the Agreement, both parties acknowledge the jurisdiction of the arbitration commission of the EHF.".

165. The highlighted provision refers to the "arbitration commission of the EHF". First of all, it has to be highlighted that no legal body named "arbitration commission of the EHF" exists. Until 2021 the European Handball Court of Arbitration (ECA) was called EHF Court of Arbitration (ECA). The Panel hereby recalls the principle *falsa demonstration non nocet* concerning the wrong wording "arbitration commission of the EHF" as it is clear that the parties referred in the Special Agreement from the year 2016 to the, at this time so called, EHF Court of Arbitration, i.e. ECA.

166. The proceedings are carried out on the basis of the ECA Statutes and ECA Procedural Rules. Publications, private statements or social media posts cannot be used as a basis for proceedings in front of ECA respectively as a legal reference regarding the procedural conduct.

167. In this connection the Respondent referred to information which did not reflect the current content of the ECA Procedural Rules. Any kind of opinion or articles published do not create any formally binding effect, may be outdated or reflect the opinion of the author. Such information must not be used in a legal proceeding. The Panel fully subordinates its considerations to the applicable Arbitral Rules, which create the basis for the proceedings at hand and which are published on the ECA website accordingly.

168. Pleas against the jurisdiction of the European Handball Court of Arbitration shall be raised not later than the first pleading in the matter. The ruling on such question can be made together with the arbitral award or separate. Both options were chosen by the arbitral panel in the case at hand.

169. In view of the foregoing, the European Handball Court of Arbitration has jurisdiction to hear and decide on this dispute. All elements defined in article one 'Scope' are entirely fulfilled.

C. Applicable Law

a. On the procedure

170. Article 11 of the Procedural Rules provides as follows:

"*The arbitral panel shall pass its decisions in accordance with the Federation's international and national regulations and agreements, provided these do not violate general principles of law*."

b. On the merits

171. It is undisputed that the contractual relationship between the Parties is governed by the

applicable regulations of the HFM as well as the Local law.

172. The Panel finds that, in the event of any rules contradicting general principles of law, general legal principles and internationally established jurisdiction, by States or international courts, should apply.

173. The panel reserves the right, for reasons of equity, to disregard the rule of law, and in particular the rule of law of a State which is not a matter of public policy, in order to rule *ex aequo et bono*.

D. Review of the parties' submissions

a. Main issues

174. In light of the foregoing, the Panel will address the following issues:

a) What is the nature of the Special Agreement on Mutual Rights and Obligations?
b) Was the Respondent obliged to pay the Claimant's salary during her pregnancy and all related periods (maternity leave, etc.)?
c) If such obligation was not fulfilled, what consequences should arise therefrom?

a) What is the nature of the Special Agreement on Mutual Rights and Obligations?

175. It is a core legal principle that contracts are evaluated based on the content of the contract not on the title. Characteristics of a labour contract are the obligation to work personally, the right of the employer to give instructions, integration into the organisation and economic reliance including similar aspects characterising the dependency of the employee. All aspects mentioned are typical in the relation between a Player and a club. A club is defining the specifications when and where the work (playing and training) has to be done.

176. The freedom to choose the type of contract is framed by the Law on Sports.

177. The Law on Sports recognises both professional and amateur athletes concerning the nature of the engagement.

178. Article 21 of the Law on Sports (edition 2013) states:

"An amateur athlete is a person who does not engage in sports as a primary activity and for profit. An amateur athlete may receive from a sports organization monetary compensation for covering the expenses of procurement and use of sports equipment, training, their stay during preparations and at competitions.
An amateur athlete may conclude with the sports organization a contract on receiving a sports grant or a contract on performing sports without entering an employment relationship."

179. Article 22 of the Law on Sports (edition 2013) states:

"A professional athlete is a person engaging in sports as a primary activity and who is paid, based on a contract concluded with a sports organization. A sports organization shall pay social insurance contributions for the athlete referred to in paragraph 1 of this Article, in accordance with special regulations.
A professional athlete engaging in sports independently shall register as an entrepreneur, in accordance with the law."

180. Article 26 of the Law on Sports (edition 2018) states:

"An amateur athlete is a person whose primary occupation is not sports and primary goal of sports involvement is not profit. Amateur athlete may be entitled to monetary reimbursement in a sports organization."

181. Article 27 of the Law on Sports (edition 2018) states:

"A professional athlete is a person whose primary occupation is sports and who has established a working relationship with a sports organization in line with employment regulations."

183. Article 143 of the Law on Sports (edition 2018) states:

"Sport clubs, sports societies and sports recreation societies who on the day this Law comes into force performs sports affairs are obliged to harmonize work, organization and general decisions with provisions of this Law, within four months since this Law comes into force."

184. According to Article 143 of the Law on Sports (edition 2018), the Respondent had the obligation to harmonise its work, organisation and general acts within four months after the Law on Sports entered into force.

185. The Special Agreement was concluded in the year 2016. The proceedings at hand concern the period between August 2020 and May 2021. The Law on Sports (edition 2018) came into force on 14 July 2018 and therefore the Law on Sports edition 2018 is the applicable law. As highlighted above, the Respondent had to harmonise its work, organisation and general decisions with provisions of the Law on Sports (edition 2018).

186. It is undisputed that the Claimant's engagement in sport is her primary activity and that she got paid for her engagement based on a contract between the Parties. Therefore, the Claimant is considered as professional athlete and the Respondent had to act in accordance with Article 27 of the Law on Sports (edition 2018). Furthermore, the Claimant had the obligation to fulfill her work, i.e. training, playing etc., personally, the Respondent could give her instructions, she had to integrate herself into the Club and of course she was economically dependent on the Respondent as it was the payments of the Respondent were her income source.

187. The Panel concludes that article 27 of the Law on Sports (edition 2018) obliged the Respondent to conclude an employment agreement with the Claimant.

188. Article 30 of the Labour Law states:

"(1) Labor contract shall be concluded prior to commencement of work, in written form.
1. If an employer fails to conclude a labour contract with an employee in accordance with Paragraph 1 of this Article, it shall be considered that the employee has entered into employment relationship for an indefinite time period, as of the day of commencement of work.
2. In the case referred to in Para. 2 of this Article, the employer is obliged to conclude an open-end labour contract within five days from the date of commencement of work.
3. In case that the employee referred to in Para. 2 of this Article does not meet the requirements for work in the specific job, stipulated in the act on internal organization and systematization of posts, the employer is obliged to provide him with one of the rights referred to in Article 167, Para. 2, Item 6, and Article 169 of this Law.
4. In case of obstacles for establishment of a labour relationship referred to in Article 21 of this Law, the employer is not obliged to pay the severance pay referred to in Article of this Law."

189. It is clear that the Respondent was obliged to establish an employment relationship in accordance with the provisions of the Labour Law with the Claimant. In case of absence of this kind of relationship, the employee must not be treated differently to a regular employee. Therefore, if the employer does not conclude an employment contract with the employee, it will be considered that both parties have established an employment relationship.

190. The Panel concludes that the Special Agreement is evaluated based on the content and it is therefore considered as employment contract. The Parties had therefore to fulfil their obligations in accordance with the Labour Law.

b) Was the Respondent obliged to pay the Claimant's salary during her pregnancy?

191. The Panel concluded that the Special Agreement need to be treated as an employment contract.

192. Article 126 of the Labour Law provides:

"Maternity leave
(1) An employed woman shall use mandatory maternity leave of 98 days, out of which 28 days prior to the expected delivery date, and 70 days upon childbirth.

(2) The expected delivery dates is determined by the competent specialized doctor.

(3) Exceptionally from Paragraph 1 of this Article, the maternal leave of 70 days from the date of delivery, may be used by both parents simultaneously if two or more children were born.

(4) Exceptionally from Paragraph 1 of this Article, the father of the child shall be entitled to a leave from the date of childbirth, if the mother died during child delivery, she is seriously ill, she abandoned the child, if her parental rights are terminated or she is serving a prison sentence.

(5) If the child is born prior to the expected delivery date, mandatory maternity leave referred to in Paragraph 1 of this Article shall be extended for the number of days between the actual and the expected delivery date.

(6) The term child born earlier in the sense of Paragraph 5 of this Article involves a child born prior to completing 37 weeks of pregnancy, according to the findings of the competent specialized doctor."

193. Article 130 of the Labour Law states:

"(1) During the leave referred to in Articles 126, 127, 135 and 136 of this Law the employee shall be entitled to all the rights acquired from employment as before the beginning of use of the absence referred to in Articles 126, 127, 135 and 136 of this Law, as well as all benefits from any improvement in working conditions to which he/she would have been entitled during his/her leave.

(2) During the leave referred to in Articles 126, 127, 135 and 136 of this Law, the employee shall have a right to earnings reimbursement in the amount which cannot be smaller than earnings reimbursement given in case of temporary inability to work due to pregnancy maintenance, in line with the law.

(3) The employer shall allow the employee referred to in Articles 126, 127, 135 and 136 of this Law to return to the same job or to an equivalent job with at least the same wage upon expiry of the leave.

(4) At the request of the employee, the employer may, taking into account the needs of the employee that he/she stated in his/her written request, at the expiration of his/her absence referred to in Articles 126, 127, 135 and 136 of this law, allow the change of working hours and/or patterns of work of such employee, where the work process of the employer allows for such a change."

194. Article 130 in connection with Article 126 of the Labour Law clearly states a woman in an employment relationship shall be entitled to all the rights acquired from employment, during the use of maternity leave. It is further highlighted that a pregnant woman has a right to earnings reimbursement in an amount not smaller than earnings reimbursement given in case of

temporary inability to work due to pregnancy maintenance.

195. Article 40 of the Law on Mandatory Health Insurance states:

"[...] Wage compensation during temporary inability to work due to occupational disease and injury at work, except for the consequences that occurred as a result of occupational disease and injury at work, maintenance of pregnancy (treatment of threatened abortion), as well as voluntary donation of blood, tissues and organs, is provided in the amount of 100% of the basis for compensation. [...]"

196. It follows therefrom that the Respondent had the obligation to pay the Claimant the full salary during the maternity leave period (September 2020 until March 2021). Taking into account the fact that the Claimant also fulfilled her contractual obligations in September 2020, April 2021 and May 2021, it can be concluded that the Respondent was obliged to pay the Claimant 100% of the compensation for the season 2020/2021, i.e. EUR 150.000, in accordance with the Special Agreement.

197. Concerning Article 4 of the Basic Agreement it needs to be highlighted that provisions denying and undermine fundamental maternity protection rights cannot be applicable as they are *contra* bonos mores. Therefore, the question concerning the Claimant's signature is irrelevant.

c) If such obligation was not fulfilled, what consequences should arise therefrom?

198. Having found the violation of the Special Agreement by the Respondent, the question is what consequences should arise therefrom.

199. The Panel hereby recalls the legal principle pacta sunt servanda and comes to the conclusion that the Respondent had to pay the Claimant a compensation in the amount of EUR 150.000 for the season 2020/2021.

200. It is undisputed that the Respondent paid the Claimant EUR 5.000 for the season 2020/2021.

201. Taking into account the previously paid EUR 5.000, the Panel concludes that the Respondent has to pay EUR 145.000 for the season 2020/2021, with statutory default interest in the amount of 2% as of 1 August 2021. With a calculated payment date of 15 June 2024, the total interest is amounting to EUR 8.334,52. Any further delay needs to be calculated accordingly.

202. Concerning the default interest rate the Panel wishes to highlight the following. The default interest rate in Country Y is presumed to be 8%. However, it is a fact that interest should not be a punishment. Moreover, arbitration shall not be an opportunity to enrich itself. Taking into consideration the worldwide interest situation during the period concerned and the fact that a debt should not be used as an extraordinary income source, the Panel in this regard decides ex aequo et bono and defines the default interest rate with 2%, which is high in comparison to the average interest rate on the market. For further significant delays in payment the full interest rate is due and shall be payed by the defendant.

E. Costs

203. Article 21 of the Procedural Rules provides the following:

"21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.

21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly

unsuccessful, order each party to bear each own costs or apportion the costs between the parties.
[...]

21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award."
204. Article 22.3 of the Procedural Rules specifies:

"The costs of the parties shall not be refunded."

205. The arbitration proceedings costs amount to € 8.044 (€1.500 registration fee/€800 arbitrators' fees/€3.744 administrative fees/€2.000 expert fee). Taking into consideration the outcome of the proceedings, the Panel finds that the Respondent has to bear the total amount of the costs associated with the proceedings at hand.

206. The Respondent has to compensate the Claimant's advance payment, i.e. €5,000 - five thousand Euro.

207. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

V. Award

1. On these grounds, the European Handball Court of Arbitration rules in a unanimous decision that:

2. The claim of the Player is upheld.

3. The Respondent shall pay all upstanding amounts due contractually by virtue of the Special Agreement entered by the Parties on 2 December 2016.

4. The costs of these ECA proceedings amounting to €8.044 (eight thousand and forty-four Euro) shall be borne by the Respondent.

5. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

European Handball Court of Arbitration
Arbitral Award
(Summarized and anonymous)
Case n° 25 20887 5 1 ECA
24 April 2025

In the arbitration between

Agency **X...,**
as the Claimant

and

Player **Y...,**
as the Respondent

Panel

Alan Soric (Croatia)
Gaylor Rabu (France)
Juan de Dios Crespo Perez (Spain)

Contractual relationship; Breach of Representation Agreement; ECA jurisdiction

I. Facts

A. Parties

1. Agency X... (the "Agency") is a sport agency employed via a Representation Agreement by Player Y.

2. Player Y... (the "Player") is a professional handball player, employed by Club Y women handball club (the "Club").

B. Facts

4. On 1 December 2022, the Parties signed a contract named "Representation Agreement" (the "Representation Agreement") authorising the Claimant to represent and conduct negotiations in order to conclude an employment contract on behalf of the Respondent with an amateur or professional handball club within Europe.

5. The Representation Agreement was concluded for a period of two (2) years, starting as of the date of the signature by the Parties.

6. The Representation Agreement granted the Claimant the exclusive right to negotiate an employment relationship with any club within Europe.

7. The Claimant became aware that the Respondent was personally negotiating with the Club. On 18 April 2024, the Claimant sent a notification to the Respondent. It was explicitly underlined that the Respondent shall inform the Claimant within 2 days if she is contacted directly by a club. Furthermore, it was highlighted that the Respondent is obliged to provide the signed contract within seven days of the date of signature.

8. On 24 May 2024, the Respondent signed an employment contract (the "Employment Contract") with the "Club" without informing and receiving a written consent from the Agency.

II. Proceedings before the European Handball Court of Arbitration

A. Appointment of the Panel

9. On 20 December 2024, the Claimant filed a statement of claim before the European Handball Court of Arbitration (the "ECA"). The Claimant nominated Juan de Dios Crespo Perez as arbitrator.

10. On 13 January 2025, proceedings before the ECA were opened. The ECA Office informed the Parties accordingly. The Respondent was requested to nominate an arbitrator but failed to do so within the applicable deadline.

11. On 27 January 2025, the ECA council appointed Gaylor Rabu as second arbitrator in accordance with Article 1.4 of the ECA Procedural Rules.

12. On 28 January 2025, the two arbitrators appointed Alan Soric as Chairperson of the arbitral panel (the "Panel") in accordance with Article 1.5 of the Procedural Rules.

13. On 30 January 2025, the ECA Office informed the Parties that the composition of the Panel was the following:

- Mr Alan Soric (Croatia) – Chairperson
- Mr Gaylor Rabu (France) – Arbitrator
- Mr Juan de Dios Crespo Perez (Spain) – Arbitrator

14. The Parties did not raise any objection nor any challenges to the composition of the Panel.

III. Submissions

A. Claimant's submissions

15. In its submission, the Claimant highlights that the ECA was stipulated as competence authority to solve disputes resulting from the Representation Agreement.

16. Furthermore, the Claimant argues that by negotiating and by signing the Employment Contract with the Club without informing the Agency, the Player breached her exclusive mandate under the Representation Agreement signed by the Parties.

17. Indeed, the Claimant alleges that according to clause 6 of the Representation Agreement, the Player had the obligation to inform the Agency within two (2) days, in case she was directly contacted by a club where the Agency already promoted her, by another club or another sport agent.

18. Pursuant to clause 6.a) of the Representation Agreement, the Player had the obligation to put at the disposal of the Agency the signed contract with the new club or the new agent. By failing to do so, and in accordance with clause 7 of the Representation Agreement the Player shall pay an amount equal to ten percent (10%) of the total value of the contract of the Employment Contract.

19. The Claimant calculates the gross value of the contract and amounts it to 298.888 lei.

20. Consequently, the Claimant requests the Player to:

- Pay the compensation for breach of the Representation Agreement in the sum of 29.888 lei (10%) of the total value of the Employment Contract as stipulated in clause 6.a of the Representation agreement;
- Pay the sum of €3.000 as compensation for the breach of clauses 7.a) and 6a of the Representation Agreement
- Interest in the amount of 2.119,31 lei for the period between 24 June 2024 and 19 December 2024 and additionally the interest until the publication of the award;
- Interest in the amount of 1.198,92 lei for the period between 1 June 2024 and 19 December 2024 and additionally the interest until the publication of the award;
- Cover the Claimant's legal fees and other expenses incurred in connection with these arbitration proceedings.

B. Respondent's submissions

21. On 10 February 2025, the Player submitted a memorandum in reply to the Agency's statement of claim. The submission may be summarised as follows.

22. The Respondent did not sign a sports contract with the Agency because the Agency is not able to sign such an agreement according the law of Country Y. The Agency does not have a valid license in Country Y for the valid conclusion of sports contracts. The license obtained in Country X is not valid in Country Y.

23. Reference is made to the code CAEN 9319, which limits the Agency's activities to specific fields and "sports representation" is not included in this list. The Respondent concludes that the Agency could not validly conclude a contract involving the Player's sports representation.

24. Consequently, the Player argues that the ECA does not have jurisdiction as this dispute does not have a sporting nature.

25. The Player highlights that the claims invoked by the Claimant are completely unfounded.

26. The Respondent points out that according to Article 1 of the Representation Agreement, the Agency had to assist the Player for the promotion of the sports image, the Player's activities and in the process of selection, recruitment and development of the Player's career. The Agency was not involved in the signing of the contract with the Club and the Agency's representatives refused to discuss the matter before the Player concluded the Employment Contract. The Player concludes that due to the non-involvement of the Claimant, the Agency cannot receive a remuneration for the signing of the Employment Contract.

27. In the light of the foregoing, the Player requests the Panel to:

- Resolve the case taking into account the rules of the law in Country Y, which govern the Representation Agreement.

C. ECA Request for additional information

28. On 20 February 2025, the Panel requested further information from the Claimant, the Respondent and the Handball Federation of Country Y (the "Federation").

29. The Panel requested clarifications concerning the involvement of the Agency in the signing of the Employment Contract, the Players' agent license registration system in Country Y, whether the Agency obtains a license and what payment deadline the Claimant stipulated for the requested remuneration.

D. Claimant's submission

30. On 24 February 2025, the Agency filed written pleadings to the memorandum in reply submitted by the Player that may be summarised as follows.

31. The Claimant clarifies that the Agency has the right to represent players in Country Y as neither the Federation, the EHF nor the IHF have a licensing system in place. The cited CAEN code 9319 does not hold judicial relevance concerning the validity of the Representation Agreement. Furthermore, the Claimant argues that no specific CAEN code exclusively for intermediation of handball contracts exists.

32. The Claimant concludes that therefore ECA has jurisdiction as the Agency was entitled to conclude the Representation Agreement. Moreover, the Claimant highlights that ECA was explicitly chosen as competent dispute resolution body in the Representation Agreement. This is considered as an arbitration clause according to Country Y's Code of Civil Procedure.

33. The Claimant clarifies that the Agency proposed the Player to the Club and that the Respondent independently proceeded to sign the Employment Contract in order to deprive the Claimant of its intermediation fee. The Employment Contract was only signed without the

Claimant's involvement because of the Respondent's decision to sign the contract independently. In a communication dated 28 August 2024, the Player expressed its willingness to pay the penalty referred to as "commission" with the words "Hello, our paychecks are in, let me know how we are doing on commission".

34. Finally the Claimant requests the dismissal of the arguments forwarded by the Respondent and to approve the request for arbitration as stipulated in the Statement of Claim.

E. Respondent's Submission

35. On 27 February 2025, the Respondent filed written pleadings to the memorandum in reply submitted by the Claimant that may be summarised as follows.

36. The Respondent argues that the ECA is not competent to decide upon the case at hand. In the Respondent's view, the Dispute Settlement Commission of the Federation shall be the competent body according to point 11.1 of the Rules of Organization and Functioning of the Dispute Settlement Commission and of the Appeals Commission of the Federation. The provision in the Representation Agreement is abusive as it violates the applicable regulations of the Federation.

37. The Player highlights that she asked the Agency for supports several times and that she was verbally refused each time. The Agency did no take any steps, did not promote the Player in any form as stipulated in the Representation Agreement. The Club contacted the Player personally. The Player did not benefit from any services of the Agency.

38. According to the Respondent it is clear that the Claimant had no interest in promoting the Respondent, as the Representation agreement does not contain the price, which is a binding element.

39. The Respondent argues that Point 7 of the Representation Agreement was inserted in an abusive manner. The Agency charges an amount for its inactivity, intentionally leaving the second party to practically seek a livelihood and pursue a sporting career.

40. The Respondent underlines that the Agency is a legal entity established under Country Y's law which falls within the NACE Code 9319. Among this NACE Code sports agency activities are not included and therefore the Agency has no legal competence to fulfil its assumed obligations.

41. According to the Respondent, the Agency's representative has a license issued by the Handball Federation of Country X ("Federation X"). At the level of the Federation, this license has no effect. Reference is made to Government Decision no. 1252/2010 which applies to all areas of economic and social activity. The activity "impresar sportiv" sports agent COR 342210 is included in Group 3 of professions. Therefore, this profession can only be exercised by persons who have been licenses according to Country Y's legislation. The license is obtained only after completing a course organised by an authorised trainer by Country Y's Ministry of Labour, Family, Youth and Social Solidarity. According to Country Y's legislation, the Agency's representative carries out her activities within Country Y without being authorised as a "impresar sportiv-sports agent – COR 342210".

42. Concerning the amount claimed by the Agency, the Respondent highlights that the Representation Agreement states "10% of the total value of the contract". This can only refer to the net monthly remuneration and not to the gross amount of the debt which includes duties and taxes due to the state.

43. Concerning the arbitration costs, the Respondent states that the proceeding are unfounded and that they shall be dismissed.

44. Finally, the Respondent requests the execution of the payment of the amounts claimed in the application until the final judgement of this application and the dismissal of the Claimant's application in its entirety as unlawful and unfounded.

F. Claimant's Submission

45. On 27 February 2025, the Claimant replied to the Panel's inquiries which can be summarised as follows.

46. On 18 April 2024, the Claimant informed the Respondent about the breach of Article 6.a of the Representation Agreement. The notification granted the Respondent a period of three days to comply with the agreement. The consequences were implicitly mentioned as it expressly indicated that legal procedures will be initiated in case of non-compliance.

47. The Claimant clarifies that the Federation does not issue licenses for sports agents. No such system exists within the EHF or IHF as well, unlike other sports like football and basketball.

48. The Claimant underlined that there is no mandatory licensing or registration system for sports agents in Country Y, unlike other countries like in Country Z. Therefore the Agency is not required to register as a player agency in Country Y.

G. The Federation's Submission

49. On 27 February 2025, the Federation replied to the Panel's inquiries which can be summarised as follows.

50. The Federation clarifies that there is no regulated sports agents system within the Federation and that the Federation has to comply with national provisions and EU regulations regarding the occupation "impresar sportiv"-sports agent – COR code 342210.

51. The Federation states that the occupation of "impresar sportive"-sports agent is regulated by Government Decision no. 1351/2010. Reference is made to Article 5 and Article 8 of this decision. The occupation "impresar sportive"-sports agent (COR code 342210) is regulated in the basic group of this decision. The Federation states that "impresar sportive" – "sports agent" – 342210 can be practised on the national labour market only according to the nomenclature Classification of Occupations in Country Y. Certificates, authorisations etc. obtained outside of Country Y must be recognised.

52. The Federation clarifies that the representative of the Agency is not registered within the Federation as an "impresar sportive" sports agent.

53. Finally, the Federation remarked that according to Article 48 of the Federation Statutes, disputes arising from handball activities in Country Y shall be resolved exclusively be the commissions of the Federation.

H. Letter Ministry of Labour, Family, Youth and Social Solidarity in Country Y

54. On 1 April 2025, the Claimant forwarded to the ECA Office a letter from the Ministry of Labour, Family, Youth and Social Solidarity in Country Y. The Panel took note of the letter.

55. In the letter was stated that "In the case of COR code 342210 – Sports Agent, there is no approved occupational standard and no qualification included in the Classification of Qualifications/National Register of Professional

Qualifications. Therefore, professional training programs cannot be authorized.

IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

A. Admissibility

56. The Agency's statement of claim meets the requirements set-forth in Article 5 of the Procedural Rules.

57. The advance fee has been paid by the Claimant in accordance with Article 8.3 of the Procedural Rules.

58. It follows that the claim is formally admissible, which is undisputed by the Parties.

B. Jurisdiction of the European Handball Court of Arbitration

59. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

"The European Handball Court of Arbitration shall have competence [...] in disputes between and among players, player's agents, the EHF, the National Federations, and clubs."

60. Clause 10 of the Representation Agreement recognises the competence of the European Handball Court of Arbitration as follows:

"Equally, the FIRST PARTY reserves the right to opt to have any disagreement, dispute, question, argument, controversy or claim of any nature, arising out of or in relation to the existence, violation, termination or nullity of the Agreement, resolved by the EHF Court of Arbitration, in accordance with the Rules of Arbitration for the ECA. The seat of the arbitration is Vienna, Austria. The language of the arbitration is English."

61. It is hereby recalled that the name of the EHF Court of Arbitration was amended at the 2021 EHF Congress in Vösendorf, Austria for European Handball Court of Arbitration. Taking this fact into account – and recalling the principle falsa demonstration non nocet – it is clear for the Panel that the parties referred in the Representation Agreement to the now called European Handball Court of Arbitration.

62. The jurisdiction of the European Handball Court of Arbitration was disputed by the Respondent. The Respondent argued in its submissions that the dispute at hand is not of a sporting nature and that legal bodies within the Federation should be dealing with the dispute at hand.

63. First of all, it needs to be underlined that the parties clearly expressed their wish by signing the Representation Agreement, that any disputes of any natures arising out of the agreement shall be resolved by the ECA. The Representation Agreement is a binding disposition which is subject to the legal principle pacta sunt servanda.

64. Article 1.1 of the ECA Statutes highlights that the ECA shall have competence to decide upon disputes between players and player's agents. In the Panel's view, the agreement at hand clearly falls within the scope of a dispute between a player and a player agent. It is concluded by the Panel that the competence of ECA was therefore effectively determined in the Representation Agreement which was signed by both parties on 1 December 2022.

65. In the view of the foregoing, the European Handball Court of Arbitration has jurisdiction to hear and decide upon this dispute.

C. Applicable Law

66. Article 11 of the Procedural Rules provides as follows:

"The arbitral panel shall pass its decisions in accordance with the Federation's international and national regulations and agreements, provided these do not violate general principles of law."

67. Clause 9 a. of the Representation Agreement states as follows:

"The law governing and applicable to this Representation Agreement is Country Y."

68. The Parties are both referring to the application of the law of Country Y.

69. In view of all the above, the Panel concludes that the law of Country Y is applicable to the merits of the case.

D. Review of the parties' submissions

a. Main issues

70. In light of the foregoing, the Panel will address the following issues:

a) What is the qualification of the Representation Agreement under law in Country Y?
b) What are the consequences of such a qualification?

a) What is the qualification of the Representation Agreement under law in Countr Y?

71. Neither party has questioned the validity of the signed Representation Agreement.

72. According to the Respondent, the Agency is not in possession of a player's agent license issued in accordance with law in Country Y. The Respondent argues that only agencies which are authorised as "impresar sportiv-sports agent – COR 342210" can carry out activities within Country Y. It was highlighted by the Respondent that the Agency has only obtained a license issued by the Handball Federation of Country X ("Federation X"). The Respondent concluded that the Agency is not in possession of a player's agent licence in Country Y and therefore misled the Player into signing the Representation Agreement.

73. The Panel wishes to highlight that there is neither a player's agent license system in place within Federation Y, the EHF nor the IHF. The Claimant has obtained a license issued by Federation X. In this context the Panel recalls the principle of free movement, which is a basic principle within the European Union and allows individual and legal entities to unrestrained work in the EU member states. The work of a player's agent can only be conducted if the agent works on an international level, being in contact with clubs and players from various countries. If an agent can only work in countries for which the agent previously obtained a license, this would restrict the working possibilities within the European Union enormously and create a situation where agents could freely work in countries with a national player's agent licensing system but not in countries with a national player's agent licensing system.

74. The Player had signed the Representation Agreement with the Agency. In this agreement the obligations of both parties were clearly outlined. By signing the agreement, both parties concluded a binding contract which is subject to the legal principle pacta sunt servanda. The Parties agreed upon exclusivity and therefore any arguments concerning the insufficient support of the Agency are irrelevant.

75. Taking into account the abovementioned arguments, the Panel qualifies the Representation Agreement as validly signed.

b) What are the consequences of such qualification?

76. The Representation Agreement is an onerous mandate signed by the parties on 1 December 2022 and is effective for the duration of two (2) years. During this period, the Agency had the exclusive right to represent the Player to European clubs with the purpose of obtaining an employment contract for the Player.

77. On 24 May 2024 the Player signed an employment contract with the Club without informing and receiving a written consent from the Agency.

78. Consequently, the Panel qualifies this act as breach of Representation Agreement, thus activating the elaboration of potential sanctions relative to the breach of the aforementioned contract.

79. The Panel notes that clauses 7 and 7.a) of the Representation Agreement impose sanctions on the Player in case the latter breaches the obligations under clauses 3, 6 and 6.a) of the Representation Agreement which are respectively (i) the payment of a representation fee of ten percent (10%) of the total value of the contract, (ii) the obligation to inform the Agency in case of contact with another club or agent (iii) and the prohibition to sign a contract with a club or another sport agent without the prior written consent of the Agency.

80. The Agency had the exclusive right to represent the Player during the period of the Representation Agreement and the Panel notes that the Respondent has not requested an early termination of the Representation Agreement. Therefore, the Player was bound by the provisions of Clauses 3, 6 and 6.a).

81. By signing the Employment Contract with the Club without notifying the Agency, the Player has acted in breach of clauses 3, 6 and 6.a) of the Representation Agreement and shall therefore be bound by the penalty clause under clause 7 of the Representation Agreement.

82. Hence, in the light of the above, the Panel considers that the Agency is entitled to receive the amount of commission and that the Player shall pay the amount of ten percent (10%) of the total Employment Contract value to the Claimant.

83. The Employment Contract states that the Respondent shall receive a monthly remuneration in the amount of 16.500 LEI per month for the duration of 12 months; thus in total 198.000 LEI. The Claimant argued that the value of the contract includes additional costs like social security and health insurance and therefore the gross value of the contract amounts to 298.888 LEI. The Claimant requested 10% of the gross amount, i.e. 29.888 LEI.

84. The Panel wishes to underline that the Representation Agreement refers to the "total value of the contract". The Panel finds that the total value of the contract can only be determined by the essentialia negotii outlined in the contract. The monthly remuneration of the contract was stipulated with 16.500 LEI per month and this is considered as the total value of the Employment Contract. In the light of the foregoing, the Claimant is entitled to a commission amounting to ten (10) percent of the total value of the Employment Contract, i.e. 19.800 LEI.

85. The Panel notes that clause 7.a) of the Representation Agreement imposes a sanction on the Player in the event the latter breaches her obligation under clause 6.a) of the Representation Agreement, namely the obligation to pay the sum of €3.000,00 (three thousand Euro) should the Respondent fail to provide the signed contract to the Agency within seven (7) days of the date of signing the said contract.

86. The Panel considers that the clause 7.a), i.e. the failure to provide the contract to the Claimant within seven (7) days from its signatures cannot be enforceable in conjunction with the enforcement of clause 3 and clause 6. The intention of the clause is clearly to protect the Agency's interest to correctly calculate and receive payment of commissions as detailed in clause 7 of the Representation Agreement. If clause 3 – by exercising the application of clause 7 – is duly upheld, the purpose of this clause 7.a) is unjustified.

87. In the light of the foregoing, the Panel concludes that it is adequate and proportionate to grant the Agency's request in respect of the Player's payment of compensation for having breached the exclusive mandate, corresponding to the commission that the Agency would have received in the event the Player had respected clause 3 of the Representation Agreement, for an amount of i.e. 19.800 LEI respectively 3.978 EUR (three thousand, nine hundred and seventy eight Euro). The Agency's claim related to clauses 7.a) shall be rejected on the grounds identified above.

88. The Claimant requested interest for the monetary obligations stipulated in the Representation Agreement. Concerning the default interest rate the Panel wishes to highlight the following. It is a fact that interest should not be a punishment. Moreover, arbitration shall not be an opportunity to enrich itself. Taking into consideration the fact that a debt should not be used as an extraordinary income source, the Panel in this regard decides ex aequo et bono and defines the default interest rate based on the Austrian law with 4 %. The contract was signed on 24 May 2024 and therefore the amount monetary obligation became due on 24 June 2024.

89. Accordingly, The Player shall pay the total amount of 3.978 EUR (three thousand, nine hundred and seventy eight Euro) to the Agency.

90. Regarding the Agency's claim for interest, the Player shall, in addition to the amounts above pay statutory interest as follows:
Relating to the awarded commission under clause 7 – 4 % (p.a.) of 3.978 EUR (three thousand, nine hundred and seventy eight Euro) as off 24 June 2024 until the date of the award.

b. Costs

91. Article 21, Decision on costs, of the Procedural Rules provides the following:

"21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.

21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear each own costs or apportion the costs between the parties.
[...]

21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award."

92. Article 22.3 of the Procedural Rules specifies:

"The costs of the parties shall not be refunded."

93. The arbitration proceedings costs amount to €2.892 (two thousand eight hundred and ninety two Euro) (€1.000 registration fee/€800 arbitrators' fees/€1.092 administrative fees).

94. Taking into consideration the outcome of the proceedings in which the Agency's claim under clause 7 has been approved, and the claim under clause 7.a) has been rejected, the Panel finds it appropriate to have such costs of the arbitration

proceedings split into two parts as follows, fifty percent (50%) paid by the Respondent and fifty percent (50%) paid by the Claimant.

95. The Agency shall pay €1.446 (one thousand four hundred forty six Euro), such amount shall be balanced against already paid advance fees, the remaining amount of the advance fee will be refunded to the Agency.

96. The Player shall pay €1.446 (one thousand four hundred forty six Euro) towards the costs of these proceedings.

97. Each party shall bear its own legal costs and all other expenses in connection with this arbitration.

V. Operative Part

On these grounds, the European Handball Court of Arbitration rules in a unanimous decision that:

1. The claim of the Agency is partially upheld.

2. The Plyer shall pay €3.978 (three thousand, nine hundred and seventy-eight Euro) plus interest of 4% (p.a.) as off 24 June 2024 until the date of the award, i.e. amounting to €132,53 (one hundred and thirty-two Euro and fifty-three cents), to the Agency within twenty-one (21) days following the notification of the present award, i.e. by 15 May 2025.

3. The Agency shall pay €1.446 (one thousand four hundred forty six Euro) towards the costs of these proceedings to the European Handball Court of Arbitration. This amount shall be deducted from the paid advance fee and the remaining among, i.e. €1.054 (one thousand and fifty-four Euro), shall be refunded to the Agency.

4. The Player shall pay €1.446 (one thousand four hundred forty six Euro) towards the costs of these proceedings to the European Handball Court of Arbitration within two (2) months following the notification of the present award, i.e. by 24 June 2025.

5. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

European Handball Court of Arbitration
Arbitral Award
(Summarized and anonymous)
Case n° 25 20901 5 1 ECA
30 September 2025

In the arbitration between

Player **X...,**
as the Claimant

and

Club **Y...,**
as the Respondent

Panel

Andrew Mercer (Great Britain)
Julien Zylberstein (France)
Libena Sramkova (Czech Republic)

Contractual relationship; Breach of Employement Agreement; ECA jurisdiction

I. Facts

A. Parties

1. Player X (the "Player") is a professional handball player who was employed by Club Y (the "Club").

B. Facts

2. The description set out below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the exhibits produced, and the information received during the present proceedings.

3. The Parties signed an employment agreement. A dispute arose concerning the termination of the contract respectively the payment of the Player's salary.

4. On 9 November 2023, the Player reached out to Handball Federation of Country Y (the "Federation") concerning dispute resolution.

5. In the following, decisions of the Dispute Resolution Chamber of the Federation and the Federation's Appeals Chamber were rendered.

6. On 4 May 2024, the Parties signed an agreement concerning the payment of the debt in instalments (the "Agreement"). It was agreed that the Club pays to the Player seven times EUR 15.000 between May and November 2024 and one time EUR 21.000 in December 2024.

7. Payments were made until September 2024 which left an open amount of EUR 51.000.

II. Proceedings before the European Handball Court of Arbitration

A. Appointment of the Panel

8. On 1 April 2025, the Claimant filed a statement of claim before the European Handball Court of Arbitration (the "ECA"). The Claimant nominated Julien Zylberstein as arbitrator.

9. On 3 April 2025, proceedings before the ECA were opened. The ECA Office informed the Parties accordingly. The Respondent was requested to nominate an arbitrator but failed to do so within the applicable deadline.

10. On 29 April 2025, the ECA council appointed Libena Sramkova as second arbitrator in accordance with Article 1.4 of the ECA Procedural Rules.

11. On 29 April 2025, the two arbitrators appointed Andrew Mercer as Chairperson of the arbitral panel (the "Panel") in accordance with Article 1.5 of the Procedural Rules.

12. On 5 May 2025, the ECA Office informed the Parties that the composition of the Panel was the following:
▪ Mr. Andrew Mercer (GBR) – Chairperson
▪ Mr. Julien Zylberstein (FRA) – Co-Arbitrator
▪ Mrs. Libena Sramkova (CZE) – Co-Arbitrator

13. The Parties did not raise any objection nor any challenges to the composition of the Panel.

III. Submissions

A. Claimant's submission

14. In its submission, the Claimant highlights that the ECA was stipulated as the competent authority in Article 7 of the Agreement to solve disputes resulting from the Agreement.

15. The Claimant argues that the Agreement reflects the decision of the Federation's Appeals Commission, which ordered the Club to pay EUR 126.000.

16. When stopping the payments in September 2024, the sum of EUR 51.000 was still due.

17. Furthermore, Article 3 of the Agreement stipulates an interest rate of 3% per month for the late payment of an instalment.

18. Consequently, the Claimant requests the ECA to:
CONDEMN the Respondent to pay to the Claimant, in application of the agreement and the various penalties imposed:

- €15,000 for the unpaid instalment for October 2024 + 3% of
- interest since the 31 October 2024
- €15,000 for the unpaid instalment for October 2024 + 3% of
- interest since by 31 December 2024 at the lates
- €10.000 of damages for non-compliance with the agreement.
- JUDGE that if the Respondent does not comply with the decision within 30 days, it may be excluded from EHF competitions
- CONDEMN the Respondent to pay to the Claimant €3,000 for her lawyer costs
- CONDEMN the Respondent to pay all the arbitration costs

B. Respondent's submission

19. On 2 May 2025, the Club submitted a memorandum in reply to the Player's statement of claim. The submission may be summarised as follows.

20. The Respondent argues that ECA does not have jurisdiction as Article 3 of the Agreement refers to "any other international federal body", which does not include ECA. ECA is an arbitral tribunal and not a "federal body". Moreover, the arbitration clause is too vague and only refers to disciplinary matters. Any reward rendered under this jurisdiction would be subject to annulment in accordance with §611 (2), (3) of the Civil Procedure Code of Country Z due to lack of jurisdiction.

21. Moreover, the Respondent argues that the matter at hand is an employment matter which is not arbitrable according to §618 of the Civil Procedure Code of Country Z and Article 269 of the Labour Code of Country Y.

22. The Respondent further argues that an enforceable title already exists and that the Claimant therefore lacks legal interest. Decisions in the same matter of the Federation exist and therefore the principle electa una via non datum recursum ad alternum applies. Consequently the claim shall be dismissed as inadmissible.

23. Furthermore, the Respondent highlights that the decisions of the Federation are currently under annulment proceedings before the Court of Appeal in Country Y based on the grounds outlined in Article 608 of the Civil Procedure Code of Country Y. The next hearing is to be scheduled for 17 June 2025. To avoid contradicting decisions the Respondent requests to suspend the ECA decisions until the proceedings in Country Y are closed.

C. Claimant's submission

24. On 16 June 2025, the Claimant provided the ECA with a further statement concerning the Respondent's arguments.

25. The Claimant argues that the Respondent confused the employment contract with the Agreement. The Agreement does not cover an employment relationship but it is a transaction between the parties for the payment of indemnities due.

26. Moreover, Article 7 clearly defines the jurisdiction of ECA.

27. The case at hand is not a question of newly assessing the employment relationship and the resulting debts, but of noting and judging the club's failure to comply with the Agreement.

28. Concerning the pending proceedings in front of the Court of appeal in Country Y, the Claimant provided the ECA with the following quotes from correspondence with the respondent.

- 2 May 2024: "We fully aknowledge the existence of the debt, as it was established by the decisions of the (...) Federation, and we undertake to fully pay it. However, as a state institution, our Club has the obligation to (formally) exhaust all appeal actions, otherwise the debt can be considered a damage attributable to its president. Please do not see this as a workaround, but as just a formal/procedural step so that we can move forward in the best of terms."

- 11 May 2024: "If you guarantee that any recourse will not affect the commitment to pay these sums, I'll agree to the changes"

- 13 May 2024: "Of course, Mr. M as mentioned, the commitment to pay the sums will not be affected by any recourse"

D. ECA Request for additional information

29. On 20 June 2025, the Panel requested further information from the Parties concerning the ongoing proceedings in front of the Court of Appeal in Country Y.

E. Claimant's submission

30. On 20 June 2025, the Claimant informed the Panel that the Player and her legal representative are not aware of the proceedings in Country Y.

31. Reference was made to the submission dated 16 June 2025, which highlights that the procedure in Country Y does not have an effect on the Agreement.

F. Respondent's Submission

32. On 1 July 2025, the Respondent provided the Panel with further information that may be summarised as follows.

33. The hearing on 17 June 2025 was adjourned marking the eighth consecutive postponement since 14 May 2024. The delays are attributed to the Claimant who persistently failed to collect court correspondence or respond to communications. As

a result, the proceedings remain stalled due to the Claimant's non-cooperation.

34. The matter is pending in front of the Court of Appeal of Country Y. The next hearing is scheduled for 28 October 2025.

IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

A. Admissibility

35. The Player's statement of claim meets the requirements set-forth in Article 5 of the Procedural Rules.

36. The advance fee has been paid by the Claimant in accordance with Article 8.3 of the Procedural Rules.

37. It follows that the claim is formally admissible.

B. Jurisdiction of the European Handball Court of Arbitration

38. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

"The European Handball Court of Arbitration shall have competence [...] in disputes between and among players, player's agents, the EHF, the National Federations, and clubs."

39. Article 3 of the Agreement states the following:

"In the event that the club does not honour a deadline, Mrs. X will regain her possibility to refer the matter to the Federation for disciplinary reasons against the club as well as any other international federal body."

40. Article 7 of the Agreement states the following:

"Any disputes relating to the interpretation or execution of this Agreement shall be submitted to the ECA of the EHF."

41. For the sake of clarity and taking into account the principle of falsa demonstratio non nocet, i is hereby recalled that the name of the EHF Court of Arbitration was amended at the 2021 EHF Congress in Vösendorf, Austria for European Handball Court of Arbitration. With this in mind, it is clear for the Panel that the wording "shall be submitted exclusively to the ECA of the EHF" in Article 7 refers to the European Handball Court of Arbitration (ECA) and shall be interpreted accordingly.

42. The jurisdiction of the European Handball Court of Arbitration was disputed by the Respondent, which primarily considers the question of jurisdiction of the ECA in light of Article 3 of the Agreement. In particular, the Respondent argued in its submissions that the arbitration clause in Article 3 is too unspecific and the mere reference to "any other international federal body" is insufficient to establish the jurisdiction of ECA.

43. On the other hand, the Claimant argues that Article 7 of the Agreement explicitly recognises the exclusive jurisdiction of the ECA in this matter.

44. In the Panel's view, Article 7 and Article 3 are incorporated into the Agreement as two non-exclusive options. Article 7 of the Agreement constitutes the general dispute resolution clause which is applicable in all instances. Article 3 serves a more specific purpose in safeguarding the Claimant's ability to refer the club to the Federation in a disciplinary context (noting that the conclusion of the Agreement had, previously, brought an end to disciplinary proceedings).

45. Furthermore, Article 1.1 of the ECA Statutes highlights that the ECA shall have competence to decide upon disputes between players and clubs.

In the Panel's view, the agreement at hand clearly falls within the scope of a dispute between a player and a club.

46. It is therefore concluded by the Panel that the competence of ECA was therefore effectively determined in the Agreement which was signed by both parties on 4 May 2024.

47. In the view of the foregoing, the European Handball Court of Arbitration has jurisdiction to hear and decide upon this dispute. For completeness, the Panel noted that this decision does not preclude the Claimant's exercise of any rights that she may have under Article 3 of the Agreement.

C. Review of the parties' submissions

a. Main issues

48. In light of the foregoing, the Panel will address the following issues:

a) What is the qualification of the Agreement?
b) Do the pending proceedings in front of the Court of Appeal in Country Y affect the Agreement?
c) What are the consequences of non-compliance with the Agreement?

a) What is the qualification of the Agreement?

49. The Agreement signed on 4 May 2024 is considered as a validly signed agreement which outlines certain obligations and which falls into the scope of the legal principle pacta sunt servanda.

50. Exhibit 12 provided by the Claimant shows negotiations between the Parties concerning the Agreement over several days.

51. The Respondent argues in its submission that the dispute at hand arises from an employment relationship. However, in the Panel's view the dispute at hand is solely about non-compliance with the Agreement. The Agreement is considered as a payment (including debt acknowledgement) agreement between the Player and the Club without employment components. Whether or not the debt resulted from an employment relationship is irrelevant for the proceedings at hand. This was also explicitly confirmed by the Respondent when signing the Agreement as it clearly states that the club expressly acknowledges that it owes EUR 126.000 to the Player according to the final decision of the Federation. Furthermore, the matter at hand is a dispute with an international dimension.

52. It follows therefrom that the Agreement is considered as a payment agreement which defined repeated payments of instalments and provided for the consequences in case of non-compliance. Accordingly, the Respondent's arguments concerning the alleged non-arbitrability of employment matters under law in Country Z and Country Y are not relevant for the case at hand.

b) Do the pending proceedings in front of the Court of Appeal in Country Y affect the Agreement?

53. The Respondent highlighted in its submission dated 2 May 2025 that the decisions of the Federation are currently under annulment proceedings before the Court of Appeal in Country Y based on the grounds outlined in Article 608 of the Civil Procedure Code in Country Y. Further hearings are scheduled and it is expected that proceedings will continue for several months.

54. The Claimant informed the Panel in its submission dated 20 June 2025 that the Claimant is not aware of the proceedings in front of the Court of Appeal in Country Y. However, reference was made to correspondence between the parties which underlines that appeal procedures in Country Y do not have any influence on the decision by the Federation.

55. The correspondence concerning the negotiations of the Agreement provided by the Claimant (exhibit 12) contains the following statements.

- Respondent Email dated 2 May 2024: "We fully acknowledge the existence of the debt, as it was established by the decisions of the (...) Federation, and we undertake to fully pay it. However, as a state institution, our Club has the obligation to (formally) exhaust all appeal actions, otherwise the debt can be considered a damage attributed to its president. Please do not see this as a workaround, but as just a formal/procedural step that we can move forward in the best of terms."

- Claimant Email dated 11 May 2024: "If you can guarantee that any recourse will not affect the commitment to pay these sums, I'll agree to the changes."

- Respondent Email dated 13 May 2024: "Of course, Mr. M, as mentioned, the commitment to pay the sums will not be affected by any recourse. It's a final decision of the (...) Federation that we have to execute, and we will do so."

56. The Respondent's correspondence was signed by "Mr. B (...) – President of the Club". The Respondent clearly highlighted multiple times that the decisions of the Federation are accepted by the Club, that they are considered as binding and that the Respondent will pay the owed sum. It was underlined that any appeal actions are a mere formality. The Respondent has therefore – via the responsible representative – acknowledged the debt stated in the Agreement and ensured compliance with the decisions of the Federation.

57. The case at hand solely deals with the non-compliance with the Agreement which defines the payment of EUR 126.000 in instalments. In the Panel's view, the Agreement is considered as a binding agreement which falls within the scope of the principle pacta sunt servanda. The correspondence in exhibit 12 shows the clear intention of the Parties. The Respondent underlined its willingness to comply with the decisions of the Federation multiple times and this was confirmed by the payment of the first five instalments. Due to the clear and final acknowledgement of the debt, the Panel considers the proceedings in front of the Court of Appeal in Country Y as irrelevant for the matter at hand.

c) What are the consequences of non-compliance with the Agreement?

58. The Panel considers the Agreement as a binding contract. The Respondent paid the first five instalments and therefore complied with the Agreement until October 2024. The Respondent eventually failed to pay the last three instalments (EUR 15.000 by 31 October 2024, EUR 15.000 by 30 November 2024 and EUR 21.000 by 31 December 2024) and therefore violated the Agreement. In order to fulfil the contractual obligations, the Club must pay the remaining three instalments which amounts to in total EUR 51.000 (fifty-one thousand Euro).

59. The Claimant requested interest in the amount of 3% for the monetary obligations stipulated in the Agreement. Article 3 of the Agreement states that the late payment of an instalment will incur late payment interest of 3% per month. The amounts became due by 31 October 2024, 30 November 2024 and 31 December 2024, so the amounts need to be calculated separately.

60. Concerning the default interest rate the Panel wishes to highlight the following. An interest rate of 3% per month is disproportionately high

compared to the worldwide interest situation. It is a fact that interest should not be a punishment. Moreover, arbitration shall not be an opportunity to enrich itself. Taking into consideration the fact that a debt should not be used as an extraordinary income source and that the amount stated in the Agreement is not reasonable, the Panel in this regard decides ex aequo et bono and defines the default interest rate based on the law in Country Z with 4 % per annum.

61. Based on the abovementioned, regarding the Player's claim for interest, the Club shall, in addition to the amount above pay statutory interest as follows:

- 4 % (p.a.) of EUR 15.000 (fifteen thousand Euro) as of 1 November 2024 until the payment;
- 4 % (p.a.) of EUR 15.000 (fifteen thousand Euro) as of 1 December 2025 until the payment;
- 4 % (p.a.) of EUR 21.000 (twenty-one thousand Euro) as of 1 January 2025 until the payment.

62. The Claimant further requested damages in the amount of EUR 10.000 for non-compliance with the Agreement. However, the Claimant did not outline how the amount of EUR 10.000 is calculated and on what the damage allegedly suffered by the Claimant consists of. Therefore, the Panel decides to reject the claim for damages. As an additional aspect it is mentioned that an inherent requirement of a damage compensation, is a damage. In case the open payment is paid, there is no further damage, and a damage compensation in such a situation would mean a kind of 'double payment'. It is further noted that the Agreement already provides an outcome for late payment - insofar as it requires the payment of interest – and this is the standard approach when it comes to payment obligations. Moreover, any other contractual penalty as a lump-sum compensation for damages was not concluded by the Parties of the Agreement.

63. Moreover, the Claimant requested that the Club shall be excluded from EHF competitions for non-compliance with the rendered award. First of all, the Panel wishes to highlight that the ECA is a fully independent arbitration tribunal and that exclusions of EHF competitions are primarily decided on EHF level. The EHF Legal Regulations and EHF List of Penalties foresee a clear enforcement mechanism (Article 37 EHF Legal Regulations) and penalties for non-compliance with ECA awards (Article B.7 EHF List of Penalties). Imposing an exclusion for the non-compliance with an ECA award would contravene the intentions behind these provisions. Therefore, the Panel decides to reject this request.

b. Costs

64. Article 21, Decision on costs, of the Procedural Rules provides the following:

"21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.

21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear each own costs or apportion the costs between the parties.
[...]

21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award."

65. Article 22.3 of the Procedural Rules specifies:

"The costs of the parties shall not be refunded."

66. The arbitration proceedings costs amount to €3.600 (three thousand and six hundred Euro) (€1.500 registration fee/€800 arbitrators' fees/€1.300 administrative fees).

67. Taking into consideration the outcome of the proceedings, the Panel finds that the Respondent has to bear the total amount of the costs associated with the proceedings at hand.

68. The remaining sum of the advance fee (i.e. €1,400 – one thousand and four hundred Euro) shall be refunded to the Claimant.

69. Each party shall bear its own legal costs and all other expenses in connection with this arbitration.

V. Operative Part

On these grounds, the European Handball Court of Arbitration rules in a unanimous decision that:

1. The claim of the Player is partially upheld.

2. The Club shall pay €15.000 (fifteen thousand Euro) plus interest of 4% (p.a.) as off 1 November 2024 until the date of the payment, to the Player within twenty-one (21) days following the notification of the present award, i.e. by 21 October 2025.

3. The Club shall pay €15.000 (fifteen thousand Euro) plus interest of 4% (p.a.) as off 1 December 2024 until the date of the payment, to the Player within twenty-one (21) days following the notification of the present award, i.e. by 21 October 2025.

4. The Club shall pay €21.000 (twenty-one thousand Euro) plus interest of 4% (p.a.) as off 1 January 2025 until the date of the payment, to the Player within twenty-one (21) days following the notification of the present award, i.e. by 21 October 2025.

5. The calculated interest dated 30 September 2025 (date of the award) is €1.492,60 (one thousand, four hundred, ninety-two Euro and sixty Cents). The final amount needs to be calculated based on the day of the payment.

6. The Club shall therefore pay the total amount of €51.000 (fifty-one thousand Euro) plus the accordingly calculated interest until the date of the payment, to the Player within twenty-one (21) days following the notification of the present award, i.e. by 21 October 2025.

7. The Club shall pay the costs of the proceedings amounting to €3.600 (three thousand and six hundred Euro) to the Player. These costs consist of €1.500 registration fee, €800 arbitrators' fees and €1.300 administrative fees. The payment has to be made within two (2) months following the notification of the present award, i.e. by 1 December 2025.

8. The remaining sum of the advance fee (i.e. €1,400 – one thousand and four hundred Euro) shall be refunded to the Claimant.

9. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

European Handball Court of Arbitration
Arbitral Award
(Summarized and anonymous)
Case n° 24 20843 5 C ECA
14 October 2025

In the arbitration between

Federation **X...,**
as the Claimant

and

the EHF**,**
as the Respondent

Panel

Juan de Dios Crespo Perez (Spain)
Rabu Gaylor (France)
Eirik Monsen (Norway)

Contractual relationship; Breach of Agreement; ECA jurisdiction

I. Facts

A. Parties

1. The Federation X (hereinafter "the Federation") is the national governing body for the sport of handball in Country X with its seat in City X, Country X. As the national governing body for Federation X is member of the European Handball Federation.

2. The European Handball Federation (hereinafter "EHF") is the governing body of the sport of handball in Europe, sets the rules and regulations for the practice of the sport, oversees sanctioned EURO handball events, provides advice and expertise for the organization of handball events and series and works on other matters relating to the sport and its development

B. Facts

3. The description set out below is a summary of the main relevant facts, as established on the basis of the decisions of the Court of Handball and the Court of Appeal, the written submissions of the Parties, the exhibits produced, and the information received during the present proceedings.

4. The EHF Rinck Convention (the "Rinck Convention" or the "Convention") was signed by Federation Z in the year 2000 and by Federation X in the year 2013.

5. The Rinck Convention's objective is the mutual recognition of standards and certificates in the field of coaches' education in handball in Europe. The signatories agree to observe the terms and conditions stated in the Convention and it is a minimum requirement to adopt the stated rules within the member federations.

6. On 8 March 2023, Federation Z informed the EHF that Federation X only accepts coaching licenses issued by an internal body in Country X. On the same day the EHF contacted federation X highlighting that the Federation signed the Rinck Convention in the year 2013 and that mutual acceptance and recognition of educational achievements was confirmed and approved by the EHF decision-making process levels, the EHF Executive Committee and the EHF Congress.

7. On 13 March 2023, Federation X informed the EHF that copies of the necessary documents were requested and that regulations will be adapted to find a solution.

8. On 28 November 2023, Federation Z informed the EHF that it was not possible to recognise the coaching licenses of the 27 coaches in Country X.

9. On 21 February 2024, the EHF requested the initiation of disciplinary proceedings against Federation X in accordance with Article 28.5 of the EHF Legal Regulations with regard to a stated fundamental violation of the Rinck Convention.

10. On 23 February 2024, the EHF Court of Handball officially informed the parties on the opening of disciplinary proceedings against Federation X on the basis of the claim filed by the EHF. Federation X was invited to send a statement to the court along with any documents it may deem relevant. The composition of the Court of Handball's panel nominated to decide the case was communicated to the parties in the same letter.

11. On 15 March 2024, Federation X sent an official statement that may be summarised as follows. Federation X highlighted that a Delegate license was issued for every of the solicitants that have joined clubs in Country X and that are participating in junior national leagues in Country X. Every request for obtaining a handball coach license must be sent by courier, by email, or through the single European point of contact. Only two out of the 27 coaches have submitted the necessary documents. The Federation X is not the legal responsible body in Country X to issue a coaching license. The coaching licenses are issued by the National Training and Improvement Center for Coaches. According to a ruling of the Government of Country X, a coaching license is delivered to solicitants who have completed a minimum of 1080 hours course program within two years, or, if the solicitant is a University of Physical Education and Sport graduate, the number can be reduced to 540 hours. The solicitants from Country Z have only attended a compromised course of 160,5 hours and this does not comply with the minimum requirements for the recognition and delivery of a handball coach license. Only for two of the 27 solicitants the Rinck Convention structure and recognition is respected and they can obtain a category II Rinck license. The remaining 25 solicitants must go through the training stated to obtain the national category III license, respectively category I of the Rinck Convention. According to Federation X, there is no license of the Rinck Convention.

12. In the following, a decision was rendered by the EHF Court of Handball on 9 July 2024 according to which:

"The Federation shall immediately comply with the requirements of the EHF Rinck Convention and provably recognise all open certificates.

Proof that the coaching licenses are recognised needs to be provided to the EHF until 15 August 2024 at the latest. If the necessary proofs are not provided, the proceedings will be continued.

The Federation shall pay a fine of EUR 5.000 (five thousand Euro) for the infringement of the EHF Rinck Convention.

The fine increases to EUR 15.000 (fifteen thousand Euro) if the Federation fails to comply with the EHF Rinck Convention, i.e. recognise the relevant coaching licenses, until 15 August 2024."

13. On 16 July 2024, Federation X lodged an appeal against the aforementioned decision for which proceedings were opened on 29 July 2024. The composition of the Court of Appeal nominated to decide upon the case was communicated in the same letter.

14. On 23 August 2024, Federation X provided the EHF Court of Appeal with a further Statement.

15. Upon Federation X's request, an oral hearing was held via virtual means on 11 February 2025. The members of the Panel, two members of the EHF Legal Department, the President of Federation X, the Secretary General of Federation X and two legal representatives were present.

16. In the following, a decision was rendered by the EHF Court of Appeal on 27 May 2025 (the "Decision") according to which:

"The appeal of Federation X, dated 16 July 2024, is rejected.

The first instance decision of the Court of Handball n°24 20843 5 1, dated 9 July 2024, is upheld.

The Federation shall immediately comply with the requirements of the EHF Rinck Convention and provably recognise all open certificates.

Proof that the coaching licenses are recognised needs to be provided to the EHF until 28 July 2025 at the latest. If the necessary proofs are not provided, the proceedings will be continued.

The Federation shall pay a fine of EUR 20.000 (twenty thousand Euro) for the infringement of the EHF Rinck Convention.

Part of the fine, i.e. EUR 15.000 (fifteen thousand Euro) is imposed on a suspended basis for a probation period of four (4) months starting as of the issuance date of the decision. This part of the fine comes into effect if the Federation fails to comply with the EHF Rinck Convention.

Based on Article 39.5 of the EHF Legal Regulations, the appeal fee of EUR 1.000 paid by the Appellant shall be credited to the EHF."

II. Proceedings before the European Handball Court of Arbitration

A. Appointment of the Panel

17. On 13 June 2025, the Claimant filed a statement of claim before the European Handball Court of Arbitration (the "ECA"). The Claimant nominated Gaylor Rabu as arbitrator.

18. On 17 June 2025, proceedings before the ECA were opened. The ECA Office informed the Parties accordingly. The Respondent was requested to nominate an arbitrator and nominated Marit Wiig as arbitrator.

19. On 18 June 2025 Marit Wiig informed the ECA Office, that she would not be available as an arbitrator. On 23 June the Respondent therefore nominated Eirik Monsen as an arbitrator.

20. On 28 January 2025, the two arbitrators appointed Loic Alves as Chairperson of the arbitral panel. On 1 July 2025 the Respondent challenged the appointment of Loic Alves as Chairperson, who then withdrew from serving as the chairperson in this case.

21. On 2 July 2025 the two arbitrators appointed Michele Colucci as Chairperson of the arbitral panel. On the same day the ECA Office informed the arbitrators that an appointment of Michele Colucci would not be possible due to his function as President of the European Handball Court of Arbitration.

22. Therefore, the arbitrators appointed Juan de Dios Crespo Perez as Chairperson of the arbitral panel in accordance with Article 1.5 of the Procedural Rules.

23. On 3 July 2025, the ECA Office informed the Parties that the composition of the Panel was the following:

- Mr Juan de Dios Crespo Perez (Spain)– Chairperson
- Mr Gaylor Rabu (France) – Arbitrator
- Mr Eirik Monsen (Norway) – Arbitrator

24. The Parties did not raise any further objection nor any challenges to the composition of the Panel.

III. Submissions

A. Claimant's submission

25. Federation X challenges the procedural validity of the disciplinary proceedings, asserting that the EHF lacked the legal standing to initiate such actions. According to the Federation X, disciplinary proceedings should have been initiated solely by the 27 individuals whose rights were allegedly infringed, not by the EHF itself, which is a party to the case and therefore lacks the necessary impartiality and authority.

26. Country X and Country Z, as Member States of the European Union, are obligated to comply with EU law, particularly Directive 2005/36/EC on the recognition of professional qualifications. This Directive has been transposed into law Country Y through Law No. 200/2004. Under this legal framework, the National Center for the Training and Improvement of Coaches (C.N.F.P.A.) is the only institution authorized to train and certify sports coaches in Country X. Federation X is not legally competent to issue coaching licenses. Coaches holding foreign qualifications may be required to complete additional studies in order to obtain a Recognition Certificate from the C.N.F.P.A., which is mandatory for securing a coaching license in Country X. Any alternative recognition procedure not aligned with EU legal requirements and legal requirements in Country X would be unlawful. Federation X notes that only two of the 27 coaches involved met the legal criteria and were issued valid licenses.

27. Federation X further argues that the Rinck Convention has been misinterpreted. The Convention is intended to serve as a guiding framework and must respect national and regional legal structures. It does not override national or EU legislation. Federation X contends that the EHF judicial bodies incorrectly applied concepts such as "freedom to work" and "recognition of vocational training," which are fundamental EU principles but must be interpreted within the context of applicable national law.

28. In addition, Federation X emphasizes that EHF, as a party to the Rinck Convention, is responsible for ensuring that coach education programs are implemented in accordance with national legal systems. Federation X maintains that EHF should have been aware of Country X's legal structure, based on EU law, and that by failing to object to it earlier, EHF effectively accepted the system as valid.

29. Lastly, Federation X explains that it does not have the authority to propose or enact legislation in Country X. Nonetheless, it has actively worked with the Country X's Parliament to promote legislative changes aligned with EU standards. This cooperation resulted in the adoption of Law No. 83/2025, which entered into force on May 26, 2025. The new law permits specialists with international qualifications to carry out temporary activities in Country X without a coaching license from Country X, provided they obtain prior approval from the National Agency for Sport via the C.N.F.P.A.. Country X views this legislative development as evidence of its commitment to complying with EU law and the principle of mutual recognition.

30. Federation X therefore maintains that it has acted in accordance with both national and EU law and has not breached the Rinck Convention.

31. Consequently, Federation X requests the following:

- That the present claim be admitted, as formulated and motivated, as legal and well-founded;
- That Decision of the EHF Court of Appeal – Second instance 24 20843 5 1 CoA/27 May 2025 – Violation of the EHF Rinck Convention be entirely annulled, as it is unlawful and unfounded;

- On the merits of the case, that Decision of the EHF Court of Handball – First instance – No. 232084351CoH/09.07.2024 be entirely annulled, as unlawful and unfounded, and, consequently, that the statement of claim filed by the European Handball Federation be rejected as unlawful and unfounded;
- That the enforcement of Decision No. 232084351CoH/09.07.2024 of the EHF Court of Handball be suspended until the final resolution of the present case;
- That all arbitration and legal costs be reimbursed.

B. Respondent's submission

32. The EHF maintains that the Court of Appeal's decision is legally sound and should be upheld. It rejects Federation X's arguments on several key points.

33. First, the EHF disputes the Federation X's claim that only the 27 affected individuals could initiate disciplinary proceedings. Under Article 3.3 of the EHF Statutes, all Member Federations are bound to comply with EHF rules, including the Rinck Convention. EHF, as the governing body, has both the authority and the obligation to enforce these rules. The Convention itself allows for enforcement by EHF legal bodies. Restricting this to individuals alone would be impractical and undermine the Convention's purpose.

34. Regarding EU law, the EHF considers the Federation X's reliance on Directive 2005/36/EC misplaced. The Directive promotes professional mobility and does not prevent sector-specific agreements like the Rinck Convention. All signatories, except the Federation X, comply with the Convention, showing that national and EU laws are compatible with its framework. The principle of mutual trust means that licenses issued by one signatory must be accepted by others. Federation X cannot unilaterally question their validity.

35. The EHF also rejects the Federation X's view that the Rinck Convention is merely a flexible guideline. While it respects national legal frameworks, it is designed to support EU objectives and ensure mutual recognition. Refusing to recognize valid licenses undermines this system and violates the Convention.

36. On the claim that the EHF tacitly accepted Country X's system by not acting earlier, the EHF notes that it fulfilled its duties by establishing the Rinck Convention. Implementation is the responsibility of the signatories. No formal complaints about Federation X's non-compliance were raised before this case.

37. Finally, EHF welcomes Federation X's recent legislative amendments (Law No. 83/2025) but stresses they do not address past violations or eliminate future risks. The law's effectiveness must be proven in practice. Continued interference by national authorities in recognizing foreign licenses would violate the Convention.

38. Consequently, EHF requests the following:

- The claim submitted by the Federation X before the European Handball Court of Arbitration on 13 June 2025 shall be dismissed in its entirety.
- The first instance decision of the EHF Court of Handball, case no. 24 20843 5 1, dated 9 July 2024, shall be upheld in full.
- Federation X shall be ordered to immediately comply with the requirements of the EHF Rinck Convention and to formally recognise all outstanding coaching certificates issued by other signatory federations.
- Federation X shall be required to provide the EHF with verifiable proof that the relevant coaching licenses have been duly recognised.

- Federation X shall be ordered to pay a fine in the amount of EUR 20,000 (twenty thousand Euro) for its infringement of the EHF Rinck Convention.
- A portion of this fine, namely EUR 15,000 (fifteen thousand Euro), shall be imposed on a suspended basis for a probationary period of four (4) months starting from the date of issuance of the final decision. This suspended amount shall become payable in full in the event of any further failure by the Federation X to comply with the obligations arising under the EHF Rinck Convention during the probation period.

39. Following the initial round of submissions, the Panel sought clarification from both Federation X and the EHF regarding certain aspects of their respective statements.

40. Accordingly, the Panel directed the following questions to Federation X:

- What explains the reversal from FRH's decade-long pattern of recognizing foreign certificates?
- You inter alia argue that by signing the Rinck Convention, the application of the relevant legislation in force cannot be circumvented, referring to EU Law and National Law. Could you please clarify if you consider the EU Directive 2005/36/EC being in conflict with the Rinck Convention, and if so, what parts of the relevant Directive which is in conflict with the Rinck Convention?
- How has Directive 2005/36/EC been transposed into Country X's law?
- Is the transposition law a matter of public policy in all its provisions?
- Why was no temporary or alternative compliance framework offered to the 27 affected individuals?
- What internal efforts were made to resolve the contradiction between CNFPA jurisdiction and Convention commitments?
- On what legal or institutional basis does FRH contest EHF's standing to initiate enforcement?

41. The clarifications to the questions by Federation X can be summarized as follows:

42. Federation X's decision to modify its system for recognizing coaching titles stems from several key objectives related to adapting its legislative, institutional, and administrative framework to current sport realities and European requirements. As an EU member, Country X is obligated to implement European Directive 2005/36/EC on the recognition of professional qualifications.

43. Yes, the Rinck Convention is in conflict with the primary legislation of the European Union, Directive 2005/36/EC, specifically regarding the system for recognizing professional qualifications among EU Member States. The Rinck Convention relies on mutual recognition among signatories but lacks standardized procedures and an automated recognition mechanism. In contrast, EU Directive 2005/36/EC establishes automatic recognition mechanisms and standardized procedures for professional mobility among EU Member States, supporting a single European employment area.

44. In Country X, Directive 2005/36/EC was transposed primarily by Law no. 200/2004 on the recognition of diplomas and professional qualifications for regulated professions. For coaches in the field of sport, this transposition also involves a more specific legislative framework that considers both European regulations and the particularities of the field.

45. Law no. 200/2004, which transposes Directive 2005/36/EC, reflects a public policy regarding the recognition of qualifications for the coaching profession, aligning with European commitments on labour mobility. However, not all

of its provisions are of a public policy nature; many are technical-administrative regulations without strategic content.

46. The absence of a temporary or alternative compliance framework for the 27 affected persons is due to several factors: the Obligation to comply with European law, the lack of a legal framework for "temporary compliance", the need for transparency and uniformity, the possibility of compensating for differences and the risk of abuse or national protectionism.

47. Federation X, through its competent authorities, has made several internal efforts to resolve contradictions between CNFPA's jurisdiction and Rinck Convention commitments, ensuring alignment with national, EU, and international norms. These include legislative adjustments, international collaborations, and legal interpretations.

48. Federation X challenges the EHF's active procedural capacity to initiate enforcement by invoking the exception of the lack of legal standing of the EHF. Federation X argues that the Rinck Convention cannot be considered a legally binding instrument under Article 3.3 of the EHF Statutes. Article 3.3 obliges EHF member federations to "expressly recognise and comply with the EHF statutes, regulations and decisions issued by its competent bodies," a hierarchical and imperative obligation. Federation X contends that the Rinck Convention does not meet these criteria for a multitude of reasons, for example, the nature of the Rinck Convention as an agreement between the signatories and the lack of express commitment and coercive mechanism within the Rinck Convention.

49. The Panel directed the following questions to the EHF:

- Are all categories under Rinck (including Category II) subject to automatic recognition, or only Category IV?
- What mechanisms are used to vet the equivalency of national education programs across federations?
- Did EHF take any informal steps to mediate the conflict between HHF and CNFPA prior to initiating proceedings?
- Is there an internal EHF precedent for distinguishing systemic versus technical breaches in penalty assessment?
- What governance risks does EHF foresee if national laws are permitted to override Convention duties post hoc?
- Could you please state the legal basis for imposing the fine of EUR 20,000 on RHF?

50. The clarifications by the EHF can be summarised as follows:

51. All categories under the Rinck Convention are subject to mutual recognition. Categories I to III fall within the jurisdiction of national federations, with education and certification recognized based on agreed standards and mutual trust. Category IV, the EHF Master Coach level, is directly overseen and delivered by the EHF, and recognition for this level is automatic and uniform across member federations. The statement that “mutual recognition [...] exclusively refers to the EHF Master Coach certificate” should therefore be understood as highlighting the EHF’s exclusive administrative role for Category IV, rather than as a denial of recognition for lower categories. Such an interpretation would otherwise undermine the core purpose of the Convention.

52. Vetting is carried out through explicit minimum standards and the EHF’s coordinating and supervisory role. The Convention sets clear criteria, covering content, duration, training, and assessment, that national programs must meet, thereby creating a common baseline for equivalency. In addition, the EHF maintains

ongoing dialogue, information exchange, and the promotion of best practices with national federations. This process of coordination and standardization ensures that coaching qualifications achieve functional equivalency across members.

53. Yes, before initiating formal proceedings in November 2023, the EHF undertook informal steps. On 8 March 2023, Country Z informed the EHF of Federation X's refusal to recognize foreign licenses, which was in conflict with Rinck obligations. That same day, the EHF formally contacted Federation X, reminding it of its obligations under the Rinck Convention, to which it had been a signatory since 2013. On 13 March 2023, FRH acknowledged the issue and expressed its intention to adapt internal regulations in order to find a solution consistent with the Convention. These exchanges demonstrate the EHF's commitment to resolving disputes cooperatively before resorting to formal measures.

54. While not expressly codified in the EHF Statutes, internal practice does recognize a distinction between systemic and technical breaches when assessing penalties. Systemic breaches involve institutional non-compliance or persistent disregard of EHF regulations, such as violations of the Rinck Convention. These are treated with greater severity, typically leading to formal proceedings and sanctions. Technical breaches, by contrast, concern minor matters such as paperwork delays or administrative misunderstandings, and are generally addressed informally or through corrective measures and warnings. This practice reflects principles of proportionality and fairness.

55. Allowing national laws to retroactively override Rinck obligations poses significant governance risks. It creates a precedent for selective compliance, undermining legal certainty, mutual trust, and the coherence of institutional frameworks. Such a development would weaken mutual recognition mechanisms, rendering the Convention unreliable, and would introduce inconsistency and legal uncertainty, impairing the EHF's ability to enforce uniform standards. Furthermore, it would diminish the EHF's authority and credibility, fostering fragmentation and protectionism in direct contradiction to the Convention's objectives. This risk is systemic in nature and threatens to dismantle the European handball framework by making EHF conventions effectively unenforceable.

56. The fine of EUR 20,000 is grounded in the EHF Legal Regulations, specifically point B.5 of the List of Penalties. This provision authorizes sanctions ranging from EUR 500 to EUR 30,000 for violations of EHF regulations. A breach of the Rinck Convention constitutes such a violation, as the Convention forms part of the EHF's regulatory framework. Sanctions serve to preserve the integrity and effectiveness of the system, ensuring that the Convention's principle of mutual recognition is upheld. Without the possibility of sanctions, the Convention would be rendered unenforceable, undermining both EHF authority and the viability of mutual recognition. The imposition of fines thus ensures accountability and sustains the enforceability of the framework.

IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

A. Admissibility

57. Federation X's statement of claim meets the requirements set-forth in Article 5 of the Procedural Rules.

58. The advance fee has been paid by the Claimant in accordance with Article 8.3 of the Procedural Rules.

59. It follows that the claim is formally admissible, which is undisputed by the Parties.

B. Jurisdiction of the European Handball Court of Arbitration

60. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

"The European Handball Court of Arbitration shall have competence [...] in disputes between the EHF and National Federations"

61. According to Article 41 .1 of the EHF Legal Regulations:

"The European Handball Court of Arbitration may be used by the parties concerned
upon exhaustion of all legal remedies available within the EHF for disputes and
matters within the competence of the EHF administrative/legal bodies."

62. Federation X has exhausted all legal remedies within the EHF, namely the EHF Court of Handball and the EHF Court of Appeal. Therefore they were entitled to bring this claim in front of the European Handball Court of Arbitration.

63. The jurisdiction of the European Handball Court of Arbitration was undisputed by the Parties.

C. Applicable Law

64. Article 11 of the Procedural Rules provides as follows:

"The arbitral panel shall pass its decisions in accordance with the Federation's international and national regulations and agreements, provided these do not violate general principles of law."

65. The Panel concludes that the regulations of the EHF provide an adequate and appropriate legal framework for resolving the present dispute. The Panel further finds that these regulations are consistent with, and do not contravene, any recognized general principles of law. Accordingly, the Panel determines that the EHF regulations are both valid and applicable to the present case. Furthermore, it needs to be mentioned, that in principle European Union Law can also be applicable to the case at hand.

D. Review of the parties' submissions

a. Main issues

66. In light of the foregoing, the Panel will address the following issues:

a) The primacy of European Union Law
b) The associative and the regulatory authority of the EHF
c) The compatibility between the Directive 2005/36/EC and the Rinck Convention
d) The proportionality of the sanction

a) The primacy of European Union Law

67. It is beyond doubt that the principle of the primacy of European Union law, firmly established and consistently reaffirmed through the case-law of the Court of Justice of the European Union, requires Member States to give precedence to Union law whenever a conflict arises with national provisions or with international norms incorporated into their domestic legal order. This principle, which lies at the very foundation of the Union's legal system, ensures the uniform and effective application of European Union law across all Member States, safeguarding both the autonomy of the EU legal order and the equal treatment of individuals subject to it.

68. In practical terms, the primacy of European Union law entails that domestic authorities, whether legislative, executive, or judicial, are under a positive obligation to set aside the application of any conflicting national or international measure, regardless of its rank within the domestic hierarchy of norms. This obligation

flows directly from the Treaties and has been made explicit in landmark rulings of the ECJ , which emphasize that Union law cannot be overridden by subsequent domestic legislation or treaty commitments.

69. Against this backdrop, Directive 2005/36/EC, as a binding act of secondary European Union law, constitutes the mandatory and comprehensive framework governing the recognition of professional qualifications within the internal market. Its provisions are not merely programmatic but impose concrete obligations on Member States, which must ensure their full and faithful transposition and application. The Directive therefore occupies a central position in guaranteeing the free movement of professionals across the European Union, a fundamental freedom enshrined in the Treaties.

70. Accordingly, any national rule or international agreement that contradicts or undermines the regime established by Directive 2005/36/EC cannot prevail within the domestic legal order of a Member State. The Directive must be given full effect, and national authorities are duty-bound to interpret and apply their legal systems in conformity with its provisions, thereby upholding both the primacy of Union law and the principle of legal certainty.

b) The associative and the regulatory authority of the EHF

71. Nevertheless, Federation X, in its capacity as a full and voluntary member of the EHF, is bound by the Statutes and Regulations adopted within the federative structure. Membership in the EHF is not a merely symbolic affiliation but entails the acceptance of a body of rules and obligations that ensure the proper functioning of the sport's governance at the European level. These norms, by their very nature, are binding upon all members, and compliance with them is essential to safeguard both the integrity of competitions and the unity of the regulatory framework governing handball within Europe.

72. With regard to the Rinck Convention and its legal qualification as a regulation within the framework of the EHF, the Panel considers that such a classification is both correct and consistent with the applicable legal instruments. This conclusion is expressly supported by the wording of Article 3 of the EHF Legal Regulations, which provides that "Regulations are any applicable EHF and/or IHF regulations, manuals and directives, including in particular: [...]". The breadth of this definition makes clear that the EHF intended the term "Regulations" to encompass not only formally designated regulations in the narrow sense, but also a wide variety of binding instruments adopted or recognized by the federation.

73. The Panel observes that the definition set out in Article 3 is deliberately framed in open and inclusive terms. By employing the formulation "including in particular," the provision makes evident that the listing of specific instruments is illustrative rather than exhaustive. In other words, the text does not seek to restrict the category of "Regulations" to a closed list but rather to capture all normative acts which, by their nature and purpose, are designed to have binding effect within the federative structure.

74. The Panel therefore underlines that the Rinck Convention must be subsumed under the category of Regulations in the sense of Article 3. Its inclusion is not a matter of discretion but a logical consequence of both the text and the purpose of the Legal Regulations. Any contrary interpretation, which would seek to exclude the Rinck Convention from the regulatory framework, would not only disregard the clear intention of the EHF but would also undermine the coherence and uniform application of its rules.

75. By adhering to the EHF and accepting membership, as well as becoming a signatory of

the Rinck Convention, Federation X voluntarily assumed the obligations set forth in the Statutes, Regulations, and associated instruments such as the Rinck Convention. These commitments flow directly from the Federation X's decision to integrate into the European governance structure of handball and must be understood as binding statutory obligations rather than discretionary undertakings. A breach of the Rinck Convention, therefore, cannot be regarded as a minor irregularity. It constitutes a violation of the fundamental commitments to which Federation X has freely and knowingly bound itself as part of the EHF and part of the Rinck Convention.

76. The Panel thus considers that compliance with the Rinck Convention is a necessary expression of the principle of pacta sunt servanda within the federative context. Failure to honour these obligations undermines not only the regulatory coherence of the EHF but also the trust and mutual confidence that form the basis of membership in the EHF.

77. Federation X's objection concerning the alleged lack of legal standing of the EHF must be rejected. The EHF does not act on behalf of, or as a representative of, any of the individual parties potentially affected by the matter at hand, such as the coaches. Rather, the EHF acts in its capacity as the competent regulatory authority of European handball, vested with the power enforce its own statutes and regulations. Accordingly, when the EHF initiates or pursues proceedings, it does so within its autonomous regulatory mandate and not in substitution of any party's rights. Federation X's contention that the EHF lacks legal standing is therefore unfounded.

c) The compatibility between the Directive 2005/36/EC and the Rinck Convention

78. The Panel observes that Federation X failed to demonstrate to a sufficient extent that any genuine conflict between Directive 2005/36/EC and the Rinck Convention exists. In contrast, both pursue converging objectives: facilitating the free movement of professionals and ensuring the uniform recognition of qualifications. The Directive establishes the general legal framework applicable at the level of the Member States, while the Rinck Convention provides a federative mechanism of mutual recognition within the sport of handball.

79. The Directive lays down the general legal framework governing the recognition of professional qualifications at the level of Member States. It is designed to ensure that individuals can exercise their professions across the Union without unjustified barriers. The Rinck Convention, on the other hand, constitutes a federative instrument adopted within the European handball governance structure. Its purpose is to establish a mechanism of mutual recognition specifically tailored to the sport of handball, thereby ensuring consistency and comparability in the education, training, and licensing of handball coaches throughout Europe.

80. Accordingly, Federation X's breach should not be attributed to any form of legal impossibility or normative contradiction between European Union law and the Rinck Convention. Instead, it arises from the federation X's failure to resolve its domestic legal framework with the international obligations it freely undertook as a signatory to the Rinck convention.

d) The proportionality of the sanction

81. As has already been established in the preceding considerations, the Rinck Convention qualifies as "Regulations" within the meaning of the EHF Legal Regulations. Consequently, any breach thereof must be considered a breach of regulations in the sense of Article B.5 of the EHF List of Penalties. This provision expressly foresees a range of sanctions between €150 and €30.000. The sanction imposed in the present matter being within this prescribed margin, is thus covered by the applicable regulatory framework. It follows

that the sanction is legally permissible and firmly grounded in the normative system of the EHF.

82. Moreover, the breach in question affects not only individual coaches, instead it strikes at the core principle of mutual trust which forms an essential pillar of European sports governance. The imposed sanction must also be assessed in light of the principle of proportionality. In this regard, the EHF deliberately refrained from adopting more severe measures, such as exclusion from the Rinck Convention, which, would have entailed disproportionate consequences for third parties, including coaches, clubs and federations acting in good faith. By selecting an economic sanction within the prescribed limits, the decision achieves an appropriate balance: it marks the seriousness of the violation, safeguards the credibility of the regulatory framework, and avoids undue harm to uninvolved stakeholders.

e) Summary of the Legal Aspects

83. Accepting the automatic prevalence of national law, as invoked by Federation X in an attempt to evade its obligations under the Rinck Convention, would pose a serious and systemic risk to the normative unity of European handball. Such a position would create a precedent whereby national federations could selectively invoke domestic legal provisions to justify non-compliance with international commitments, thereby eroding the very foundations of mutual trust and cooperation on which the Rinck Convention is built. The inevitable consequence would be a fragmentation of the regulatory framework, depriving the Rinck Convention of its binding force and rendering its provisions largely ineffective.

84. This line of argument is incompatible with the well-established principle of pacta sunt servanda, according to which agreements validly entered into must be performed in good faith. As a signatory, Federatzion X has voluntarily undertaken obligations flowing from the Rinck Convention, and it cannot unilaterally derogate from them by invoking the supremacy of its national law.

85. Accordingly, the Panel concludes as follows:

- Federation X has incurred in a systemic breach of the Rinck Convention by refusing to recognise qualifications duly and validly issued by another signatory federation, thereby violating its international obligations and jeopardizing the reciprocity that underpins the Convention.
- The EHF has acted within the scope of its statutory competence, correctly applying its internal regulations and taking measures necessary to preserve both the object and the purpose of the Rinck Convention. Its conduct reflects a proportionate and legally sound exercise of regulatory authority.
- The financial sanction imposed in the amount of EUR 20,000 is legally valid, appropriate, and proportionate. It serves both a corrective function, ensuring the alignment of Federation X's conduct with its obligations, and a deterrent function, discouraging similar breaches by other federations. Importantly, the sanction has been designed in such a way as not to cause irreparable harm to Federation X, thereby respecting the principle of proportionality.

b. Costs

86. Article 21, Decision on costs, of the Procedural Rules provides the following:

"21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.

21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear each own costs or apportion the costs between the parties.
[...]

21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award."

87. Article 22.3 of the Procedural Rules specifies:

"The costs of the parties shall not be refunded."

88. The arbitration proceedings costs amount to €3.704 (three thousand seven hundred and four Euro) (€1.500 registration fee/€800 arbitrators' fees/€1.404 administrative fees).

89. Taking into account the outcome of the proceedings, in which Federation X's claim has been dismissed in its entirety, the Panel considers it both fair and appropriate that the costs of the proceedings be borne in full by Federation X.

90. Each party shall bear its own legal costs and all other expenses in connection with this arbitration.

V. Operative Part

On these grounds, the European Handball Court of Arbitration rules in a unanimous decision that:

1. The claim of the Federation is unfounded in its entirety.
2. The decisions of the EHF Court of Handball and the EHF Court of Appeal are hereby upheld.
3. The Federation shall immediately comply with the requirements of the EHF Rinck Convention and provably recognise all open certificates.
4. The Federation shall pay a fine of EUR 20.000 (twenty thousand Euro) for the infringement of the EHF Rinck Convention.
5. Part of the fine, i.e. EUR 15.000 (fifteen thousand Euro) is imposed on a suspended basis for a probation period of four (4) months starting as of the issuance date of the decision. This part of the fine comes into effect if the Federation fails to comply with the EHF Rinck Convention.
6. The Federation shall bear the entirety of the costs of the proceedings before the ECA.
7. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.

European Handball Court of Arbitration
Arbitral Award
(Summarized and anonymous)
Case n° 25 20923 5 1 ECA
14 November 2025

In the arbitration between

Agency **X...,**
as the Claimant

and

Club **Y...,**
as the Respondent

Panel

Eirik Monsen (Norway)
Oliver Pravda (Slovakia)
Filip Blagojevic (Serbia)

Contractual relationship; Breach of Representation Agreement; ECA jurisdiction

I. Facts

A. Parties

1. Agency X (the "Agency") is a sports agency, represented by the licensed agent, Agent X. It has its headquarters in Country X.

2. Club Y (the "Club") is a professional handball club, playing in the first women´s handball league of the Handball Federation of Country Y and currently in the Women's EHF Champions League. It has its headquarters in Country Y.

B. Facts

3. The description set out below is a summary of the main relevant facts and allegations based on the Parties' written submissions. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

4. On 19 December 2023, the Parties signed an agreement (the "Agreement") relating to the transfer of Player X (the "Player"). Article 1 of the Agreement states as follows:

"That for the provision of the professional services of THE COMPANY, and in relation to the transfer of the PLAYER as a professional handball player for the contracted seasons, THE COMPANY has exercised the appropriate actions to ensure full integration of the player in the team, which was done responsibly and in observance of the regulations governing the established sports relationship; THE CLUB shall pay the COMPANY, as fees, and following the presentation of the corresponding invoices per sports season and for the effective validity of the labour relation between the aforementioned player and THE CLUB, the following amounts, plus the corresponding VAT, under the following terms:

-Season 2024/2025; 7200 euros HT on 15 OCTOBER 2024.
-Season 2025/2026; 8400 euros HT on 15 OCTOBER 2025."

5. Between 4 January 2024 and 7 January 2024, the Agency negotiated the conditions of the employment contract between the Player and the Club. On 7 January 2024, the Agency provided the Club with the signed employment contract of the Player.

6. On 17 October 2024, the Claimant sent the Respondent an invoice for the season 2024/25 in the amount of EUR 7.200.

7. On 9 June 2025, the Claimant sent the Respondent a default notice, requesting the payment of EUR 7.200 until 13 June 2025.

8. On 11 June 2025, the Respondent replied to the default notice, informing the Claimant that the Claimant is not entitled to the fee stipulated in Article 1 of the Agreement, because the Claimant did not represent the Player in the relevant transfer.

9. On 11 June 2025, the Claimant replied to the Respondent, upholding its claim, by, inter alia, arguing that the Claimant has fulfilled its obligations according to the Agreement. The Claimant further hold that the player herself had referred to the Claimant as her agent in an e-mail addressed to the Respondent and that the Agreement, in any case, does not make payment conditional upon a formal representation of the relevant player. The Claimant reiterated its financial claim and informed the Respondent that it will initiate arbitration proceedings in case of non-payment until 16 June 2025.

10. On 12 June 2025, the Respondent replied to the Claimant, upholding its position.

II. Proceedings before the European Handball Court of Arbitration

A. Appointment of the Panel

11. On 27 June 2025, the Claimant filed a statement of claim before the European Handball Court of Arbitration (the "ECA"). The Claimant nominated Blaž Tomažin Bolcar as arbitrator.

12. On 2 July 2025, proceedings before the ECA were opened. The ECA Office informed the Parties accordingly.

13. On 18 July 2025, the Respondent provided the ECA Office with a statement of defence. The nomination of Mr. Bolcar was challenged due to being involved in court proceedings against the Respondent.

14. On 24 July 2025, Mr. Bolcar withdrew from his nomination. The Claimant was invited to newly nominate an arbitrator.

15. On 25 July 2025, the Claimant nominated Filip Blagojevic. The Respondent was invited to nominate the second arbitrator.

16. On 13 August 2025, the Respondent nominated Mr. Oliver Pravda.

17. On 19 August 2025, the two arbitrators appointed Eirik Monsen as Chairperson of the arbitral panel (the "Panel") in accordance with Article 1.5 of the Procedural Rules.

18. On 20 August 2025, the ECA Office informed the Parties that the composition of the Panel was the following:

- Mr Eirik Monsen (Norway) – Chairperson
- Mr Filip Blagojevic (Serbia) – Arbitrator
- Mr Oliver Pravda (Slovakia) – Arbitrator

19. The Parties did not raise any objection nor any challenges to the composition of the Panel.

III. Submissions

A. Claimant's submission

20. In its submission, the Claimant referred to Article 1 of the Agreement which states "That for the provision of the professional services of THE COMPANY, and in relation to the transfer the PLAYER as a professional handball player for the contracted seasons, THE COMPANY has exercised the appropriate actions to ensure full integration of the player in the team, which was done responsibly

and in observance of the regulations governing the established sports relationship; THE CLUB shall pay the COMPANY, as fees, and following the presentation of the corresponding invoices per sports season and for the effective validity of the labour relation between the aforementioned player and THE CLUB, the following amounts, plus the corresponding VAT, under the following terms:
-Season 2024/2025; 7200 euros HT on 15 OCTOBER 2024.
-Season 2025/2026; 8400 euros HT on 15 OCTOBER 2025."

21. The Claimant concluded that the Respondent is obliged to pay the agency fees for each sports season the Player played for the Respondent. Furthermore, the email correspondence between 4 January and 7 January 2024 confirms that the Claimant facilitated the transfer of the Player.

22. Despite several reminders the agency fee remains unpaid.

23. The Agency does not have a player-agent contract with the Player but this is irrelevant, because the obligation to pay the seasonal fee results from the Agreement with the Respondent. In this regard the legal principle pacta sunt servanda was highlighted. The Agreement does not mention as a condition that the Agency must have a concluded written agreement with the Player.

24. Article 3 of the Agreement stipulates the jurisdiction of the ECA.

25. A legal interest rate of 9.2% per annum plus ECB MRO rate was requested in accordance with the Austrian Commercial Code. Interest shall apply from 18 October 2024 onwards. Additionally the recovery cost, in the amount of EUR 40, under section 458 of the Austrian Commercial Code was requested.

26. Finally, the Claimant requested that the Respondent has to bear the proceedings costs and the legal fees of the Claimant in the amount of EUR 5.000.

B. Respondent's submission

27. On 19 December 2023, the Claimant and the Respondent entered into a commission agreement concerning the transfer of the Player. After the conclusion, it became evident that the Claimant has never represented the Player and therefore cannot be entitled to the agreed commission.

28. The Player signed a contract with the Respondent until 30 June 2026. The Respondent decided not to extend the contract.

29. During a meeting in March 2025, the player stated that the Agency had never represented herself. The Respondent requested the Agency multiple times to provide authority to represent the Player. This evidence was never provided and therefore the Claimant cannot be entitled to receive the agreed commission.

30. The nomination of Mr. Bolcar was challenged due to previous involvements in court proceedings against the Respondent.

IV. Factual and Legal Appreciation by the European Handball Court of Arbitration

A. Admissibility

31. The Agency's statement of claim meets the requirements set-forth in Article 5 of the Procedural Rules.

32. The advance fee has been paid by the Claimant in accordance with Article 8.3 of the Procedural Rules.

33. It follows that the claim is formally admissible, which is undisputed by the Parties.

B. Jurisdiction of the European Handball Court of Arbitration

34. According to Article 1.1 of the Rules of Arbitration for the ECA – Statutes:

"The European Handball Court of Arbitration shall have competence [...] in disputes between and among players, player's agents, the EHF, the National Federations, and clubs."

35. Clause 3 of the Agreement recognises the competence of the European Handball Court of Arbitration as follows:

"Any controversies that might arise from the application or interpretation of this Contract will be dealt on EHF Arbitration Court."

36. It is hereby recalled that the name of the EHF Court of Arbitration was amended at the 2021 EHF Congress in Vösendorf, Austria for European Handball Court of Arbitration. Taking this fact into account – and recalling the principle falsa demonstration non nocet – it is clear for the Panel that the parties referred in the Representation Agreement to the now called European Handball Court of Arbitration.

37. The jurisdiction of the European Handball Court of Arbitration was not disputed by the Respondent.

38. In the view of the foregoing, the European Handball Court of Arbitration has jurisdiction to hear and decide upon this dispute.

C. Applicable Law

39. Article 11.1 of the Procedural Rules provides as follows:

"The arbitral panel shall pass its decisions in accordance with the Federation's international and national regulations and agreements, provided these do not violate general principles of law."

40. The Parties are both referring in Article 3 of the Agreement to the European Handball Court of Arbitration, which has its seat in Austria. No applicable law was defined by the parties.

41. In view of all the above, the Panel concludes that the statutes and regulations of the IHF and EHF and of the relevant national federations are applicable to the merits of the case. Additionally, the laws of Austria shall be applied subsidiary due to the parties' reference of potential arbitration proceedings to the European Handball Court of Arbitration, with its seat in Austria.

42. Article 11.2 of the Procedural Rules states:

"The arbitral panel shall decide ex aequo et bono, in equity and good conscience, if the parties have expressly authorized it to do so or have been duly informed of such authority during the proceedings."

43. Therefore, the Panel shall take into account the ex aequo et bono principle when determining the outcome of the case at hand

D. Review of the parties' submissions

a. Main issues

48. 44. In light of the foregoing, the Panel will address the following issues:

a) Is the Agreement between the parties valid?
b) If yes, what are the consequences of such a qualification?

a) Is the Agreement between the parties valid

45. On 19 December 2023, the Parties signed the Agreement which stated that the Respondent

shall pay EUR 7.200 to the Claimant for the 2024/25 season and EUR 8.400 for the 2025/26 season. In return, the Claimant's assignment was to facilitate the transfer of the Player to the Respondent, hereunder ensure full integration of the player into the team of the Respondent.

46. The Claimant provided email correspondence dated between 4 January 2024 and 7 January 2024. The email correspondence shows negotiations concerning the content of the Player's employment contract and formal finalising steps. On 7 January 2024, the Claimant sent the provided employment contract to the Respondent.

47. Based on the submitted evidence, the Panel comes to the conclusion that the Claimant complied with its obligations outlined in the Agreement. It has to be noted that the Respondent did not dispute that the Claimant has fulfilled its obligations according to the Agreement.

48. The Respondent argues that the Claimant did not formally represent the Player and is therefore not entitled to the agreed commission. The Respondent did not give any reference of applicable law or further explained why this circumstance shall prevent the Claimant from upholding its claim. It was outlined by the Respondent, that the Claimant was repeatedly requested to provide evidence concerning its authority to represent the Player, or a valid contract conforming its role as an agent. Despite several requests, the Claimant did not provide such evidence. Hence, the Respondent did not pay the amount commission stipulated in the Agreement.

49. The Respondent did not allege any act of disloyalty on the part of the Claimant, nor did it assert that it had suffered any financial loss as a result of the Claimant's conduct. On the contrary, the Respondent based its position solely on the absence of a representation agreement between the Claimant and the Player, treating that absence as if it constituted a precondition for the Claimant's entitlement to payment. However, the Agreement does not contain any conditions concerning the relationship between the Claimant and the Player. Furthermore, the Agreement refers to the Claimant as "The Company" instead of, for example, "The Agency", which underlines even more that the Claimant's qualification as an agent was not seen as a precondition for the entitlement to payment.

50. The Panel concludes that the Parties voluntarily entered into the Agreement, pursuant to which the Claimant undertook to provide its services in exchange for the remuneration expressly agreed therein.

51. Taking into account the abovementioned arguments, the Panel qualifies the Agreement as valid and binding.

b) If yes, what are the consequences of such a qualification?

52. The valid and binding Agreement foresees the payment of EUR 7.200 for the season 2024/25 on 15 October 2024.

53. As outlined above, the Claimant fulfilled its obligations stipulated in the agreement and it is undisputed that the Claimant sent an invoice with the agreed amount to the Respondent.

54. Despite multiple reminders, the Respondent refused to pay EUR 7.200 to the Claimant. The Respondent refused the payment based on its argumentation that the Claimant was not the authorised agent of the Player and therefore the Claimant cannot be entitled to the payment in question. The Respondent did not give any reference of applicable law or further explained why this circumstance shall prevent the Claimant from upholding its claim.

55. The Panel has concluded above that the Agreement was signed between the Claimant and the Respondent. It was defined that the Claimant

shall facilitate the transfer of the Player to the Respondent and that, in return, the Respondent shall pay EUR 7.200 to the Claimant for the 2024/25 season. The contractual relationship between the Player and the Claimant was neither made a precondition of the Agreement, nor does it concern the agreed obligations of the Agreement, as the Agreement was solely signed by the Parties, i.e. the Claimant and the Respondent.

56. Any considerations concerning a potential representation agreement between the Player and the Claimant, shall not be discussed further, due to the irrelevancy for the Agreement and therefore for the proceedings at hand.

57. In the light of the foregoing, the Club shall pay the total amount of EUR 7.200 (seven thousand and two hundred Euro) to the Agency.

The Claimant requested interest for the monetary obligations in the amount of 9.2% p.a. plus the ECB MRO rate. Concerning the default interest rate the Panel wishes to highlight the following. It is a fact that interest should not be a punishment. Moreover, arbitration shall not be an opportunity to enrich itself. Taking into consideration the fact that a debt should not be used as an extraordinary income source, the Panel in this regard decides ex aequo et bono and defines the default interest rate based on the Austrian Civil Code with 4 %. This is also consistent with the jurisprudential line of the ECA. The invoice was provided on 17 October 2024 and therefore the monetary obligation became due on 18 October 2024.

Regarding the Agency's claim for interest, the Club shall, in addition to the amount above, pay statutory interest as follows:

- 4 % (p.a.) of EUR 7.200 (seven thousand and two hundred Euro) as of 18 October 2024 until the date of the payment.

b. Costs

60. Article 21, Decision on costs, of the Procedural Rules provides the following:

"21.1 The arbitral panel shall in the award determine which party shall bear the arbitration costs.

21.2 As a general rule the unsuccessful party shall bear the costs of the arbitral proceedings. The arbitral panel may take into consideration the circumstances of the case, and in particular where each party is partly successful and partly unsuccessful, order each party to bear each own costs or apportion the costs between the parties.
[...]

21.4 In any case the decision on costs and the fixation of the amount shall be effected in terms of an award."

61. Article 22.3 of the Procedural Rules specifies:

"The costs of the parties shall not be refunded."

62. The arbitration proceedings costs amount to €2.966 (two thousand nine hundred and sixty-six Euro) (€1.000 registration fee/€800 arbitrators' fees/€1.166 administrative fees).

63. Taking into consideration the outcome of the proceedings, the Panel finds that the Respondent has to bear the total amount of the costs associated with the proceedings at hand.

64. The Club shall refund the advance payment of €2.500 (two thousand and five hundred Euro) to the Agency. This amount shall be balanced against the total amount of the proceeding costs.

65. Additionally, the Club shall pay the remaining amount of the proceeding costs, i.e. €466 (four hundred and sixty-six Euro) to the ECA Bank Account (Bank: Volksbank Wien, Austria;

Account n°: 40177647043; IBAN: AT27 4300 0401 7764 7043; BIC: VBOEATWW).

66. Each party shall bear its own legal costs and all other expenses in connection with this arbitration, as provided by Article 22.3 of the Procedural Rules.

V. Operative Part

On these grounds, the European Handball Court of Arbitration rules by a majority decision that:

1. The claim of the Agency is upheld.

2. The Club shall pay €7.200 (seven thousand and two hundred Euro), plus interest of 4% (p.a.) as off 18 October 2024 until the date of the payment, to the Agency within twenty-one (21) days following the notification of the present award, i.e. by 5 December 2025.

3. The calculated interest dated 14 November 2025 (date of the award) is €309,30 (three hundred and nine Euro and thirty Cents). The final amount needs to be calculated based on the day of the payment.

4. The Club shall refund the advance payment of €2.500 (two thousand and five hundred Euro) to the Agency within two (2) months following the notification of the present award, i.e. by 14 January 2026. This amount shall be balanced against the total amount of the proceeding costs.

5. The Club shall pay the remaining amount of the proceeding costs, i.e. €466 (four hundred and sixty-six Euro) to the ECA Bank Account (Bank: Volksbank Wien, Austria; Account n°: 40177647043; IBAN: AT27 4300 0401 7764 7043; BIC: VBOEATWW) within two (2) months following the notification of the present award, i.e. by 14 January 2026.

6. Each party shall bear its own legal costs and all other expenses incurred in connection with this arbitration.