



**RULES OF ARBITRATION
FOR THE
EHF COURT OF ARBITRATION**

EHF Court of Arbitration



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STATUTES

EHF Court of Arbitration

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Rules of Arbitration for the EHF Court of Arbitration

ECA STATUTES

ARTICLE 1 - SCOPE

- 1.1. The EHF Court of Arbitration shall have competence whenever disputes arise between the EHF and National Federations, between or among National Federations, between National Federations and their clubs on cross-border matters, in the event of disputes relating to the EHF competitions, as well as in disputes between and among players, player's agents, the EHF, National Federations, and clubs.
- 1.2. In other disputes the ECA shall be have competence if this serves the protection of principles of law, legal certainty and uniform application of the law or the resolution of issues of sports policy. The decision if these criteria are met rests with the ECA Council.
- 1.3. The acceptance of requests to resolve disputes in other sports is at the discretion of the ECA Council.

ARTICLE 2 - ORGANISATION

- 2.1. ECA Council

The ECA Council shall safeguard the independence of the ECA and the rights of the parties. The ECA Council is composed of a President, two Vice- Presidents and an Office.
- 2.2. Arbitrators

The ECA further consists of arbitrators who appear on the list of arbitrators administrated by the ECA Office.

2.3. Operation of the ECA Council

The ECA Council exercises the following functions in the area of court administration:

- General organisation;
- Amendment of the ECA Procedural Rules;
- Coordination of the ECA Council;
- Representation towards the EHF Congress;
- Confirmation of list of arbitrators after verification of the criteria;
- Appointment of substitute arbitrators;
- Appointment of arbitrators for interim measures of protection.

2.4. The ECA Council meets as required but basically once a year.

ARTICLE 3 - OFFICE

The ECA Office shall arrange for arbitration in the event of disputes and support the impartial and independent administration of business by the ECA Council, compliance with the Rules of Arbitration, and the transparency of the proceedings. The scope of duties of the ECA Office comprises the organisational support of the ECA Council and the arbitrators, taking minutes and post-processing of oral hearings as well as the maintenance of the website. The other tasks of the ECA Office are governed by the Rules of Procedure for the ECA.

The Office is located at the following address:

The EHF Court of Arbitration (ECA)
Hoffingergasse 18, 1120 Wien, Austria
Tel.: +43 1 80151 444
Fax: +43 1 80151 449
E-mail: office@eca-handball.com
Website: www.eca-handball.com

ARTICLE 4 - LIST OF ECA ARBITRATORS

- 4.1. The arbitrators shall be nominated by the National Federations submitting a CV and a signed declaration of impartiality and independence subject to the following criteria:
- maximum of 4 persons per nation;
 - no other EHF/IHF function (former function is no obstacle);
 - fluent written and spoken English;
 - at least 2 arbitrators per nation with a full legal education.
- 4.2. Prerequisites for an appointment as arbitrator:
- a. The signed declaration of impartiality and independence in conformity with these ECA Rules of Arbitration.
 - b. The written submission to these ECA Rules of Arbitration including the rules governing arbitrator's compensation.
- 4.3. The EHF nominates 20 arbitrators for the list of ECA arbitrators subject to the same criteria as the National Federations.
- 4.4. The arbitrators shall appear on the list of ECA arbitrators until a new arbitrator is nominated by a National Federation or the EHF.
- 4.5. The list of ECA arbitrators and all modifications to such list are published.

ARTICLE 5 – FINAL PROVISIONS

- 5.1. Entry into force
The present ECA Statutes are applicable as of 1 July 2011.
- 5.2. Amendments
The present ECA Statutes shall be amended by the EHF Congress.

5.3. Authoritative text

The present ECA Statutes exist in English, French and German. In case of any discrepancy, the English text shall prevail.



PROCEDURAL RULES

EHF Court of Arbitration

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Rules of Arbitration for the EHF Court of Arbitration

ECA PROCEDURAL RULES

ARTICLE 1 - NOMINATION AND APPOINTMENT OF ARBITRATORS

- 1.1. The arbitral panel is composed of three arbitrators. The parties shall each appoint one arbitrator from the list of ECA arbitrators. The two arbitrators nominate the third arbitrator, who shall chair the arbitral panel.
- 1.2. In the event of multiple parties named as Claimant and/or Respondents, the concerned parties shall jointly nominate an arbitrator.
- 1.3. The Claimant(s) shall nominate the arbitrator when submitting the statement of claim. If the Claimant(s) fails to nominate an arbitrator, the arbitrator shall be appointed by the ECA Council.
- 1.4. The Respondent(s) shall appoint its arbitrator within 7 days upon receipt of the request. If the Respondent(s) fails to nominate an arbitrator within this time- limit, the arbitrator shall be appointed by the ECA Council.
- 1.5. The two arbitrators so appointed shall select the chairman of the arbitral panel by mutual agreement within 3 days. If no appointment is made within this time-limit, the chairman of the arbitral panel shall be appointed by the ECA Council.

ARTICLE 2 - IMPARTIALITY AND INDEPENDENCE

Each arbitrator must be impartial and independent. She/he shall exercise her/his office to the best of her/his knowledge and abilities, and in doing so is not bound by any directions.

ARTICLE 3 - ACCEPTANCE OF MANDATE AS ARBITRATOR

- 3.1. Any person who is nominated as arbitrator shall notify the ECA Office of her/his acceptance of the office as arbitrator, shall formally confirm that she/he fulfils the requisites as set out in the present Rules and shall disclose all circumstances which are likely to give rise to doubts as to her/his impartiality or independence within 3 days from receipt of such nomination information from the ECA Office. The ECA Office informs the parties accordingly.
- 3.2. If circumstances are apparent from an arbitrator's declaration, which are likely to give rise to doubts as to her/his impartiality or independence or her/his fulfilment of the qualifications set out in Rules of Arbitration for the ECA, the ECA Office grants the parties an opportunity to comment within an appropriate time.
- 3.3. An arbitrator shall disclose to the parties and the ECA Office any circumstances likely to give rise to doubts as to her/his impartiality and independence even while the arbitral proceedings are in progress.

ARTICLE 4 - CHALLENGE OR TERMINATION OF AN ARBITRATOR

- 4.1. An arbitrator may be challenged only if circumstances exist that give rise to justified doubts as to her/his impartiality or independence, or if she/he does not possess the qualifications as set out in Rules of Arbitration for the ECA.
- 4.2. The challenge is inadmissible if the challenging party engages in the arbitral proceedings even though it was aware or should have been aware of the claimed ground for the challenge. The challenge is likewise inadmissible if the challenging party did not put forward the ground for the challenge within 2 weeks after becoming aware of such ground.
- 4.3. Any party may request the termination of the mandate of an arbitrator if the latter's incapacitation is not merely temporary, if she/he otherwise fails to perform her/his duties or unduly delays the proceedings.
- 4.4. The ECA Council shall decide upon the challenge request and the termination of an arbitrator. Such decision is final.

- 4.5. If the other party agrees to the challenge or termination, or if the arbitrator withdraws from her/his office after being challenged or terminated, or if the application of challenge or the petition for termination has been granted, a substitute arbitrator shall be nominated. The rules for nomination and appointment of arbitrators shall apply accordingly.

ARTICLE 5 - COMMENCEMENT OF ARBITRAL PROCEEDINGS

- 5.1. Arbitral proceedings are commenced when a statement of claim is filed with the ECA Office. The proceedings become pending on receipt of the statement of claim by the ECA Office.
- 5.2. The statement of claim shall be submitted in duplicate with enclosures. Transmission by e-mail or fax is deemed to meet the formal requirements. Original documents shall be submitted if requested by the ECA arbitral panel or the ECA Office.
- 5.3. The statement of claim shall contain:
- a. Identification of the parties and their addresses;
 - b. Documentation specifying the jurisdiction of the ECA;
 - c. Nomination of an arbitrator. If no nomination is made, the ECA Council shall appoint an arbitrator;
 - d. A specific statement of claim, the particulars and supporting documents on which the claim is based.
- 5.4. Unless otherwise provided the time limit for an appeal shall be 21 days from the receipt of the decision appealed against.

ARTICLE 6 - MEMORANDUM IN REPLY

The Respondent has to submit the memorandum in reply at the request of and in compliance with the term set by the ECA Council.

ARTICLE 7 - THIRD PARTIES

- 7.1. The Respondent may cause a third party to participate in the arbitration. The request, together with the reasons thereof, the identification of the person and its addresses shall be contained in the memorandum in reply. The Respondent shall submit two additional copies of its memorandum in reply. The ECA Office communicates the additional copies to the concerned person and the Claimant which shall submit their position in compliance with the term set by the ECA Council.
- 7.2. A third party may request to participate as a party in the arbitration. The request, together with the reasons thereof, its identification and addresses shall be submitted to the ECA Office within 7 days after the arbitration has become known to the third party, provided that such request is submitted prior to the hearing or prior to the closing of the evidentiary proceedings if no hearing is held.
- 7.3. The ECA arbitral panel shall decide on the participation and determine, if the participation is granted, the status and the rights in the procedure of the third party upon expiration of the term set by the ECA Council within the application of sections 7.1 and 7.2.
- 7.4. A third party cannot challenge the formation of the ECA arbitral panel.

ARTICLE 8 - FEES PAYABLE UPON COMMENCEMENT OF PROCEEDINGS

- 8.1. When bringing a dispute before the ECA, the Claimant shall pay an advance of € 5,000. The ECA Office handles a claim only after receipt of the advance. If the advance is not credited to the account of the ECA Office within a week after filing the claim, the claim shall be deemed withdrawn.
- 8.2. The advance consists of the following elements:
- Registration fee € 1,500
 - Advance payment of administrative costs/cash outlays of the ECA Office.
 - Advance on arbitrators' fees

- 8.3. The registration fee shall not be repayable. If the advance payment is not exhausted by the end of arbitral proceedings, the ECA Office shall retransfer the remaining sum to the payer. If necessary, the ECA Office may demand further advance payments.

ARTICLE 9 - SEAT

- 9.1. The seat of the ECA and of each ECA arbitral panel is in Vienna, Austria.
- 9.2. Notwithstanding subsection 1 of this section, the arbitral panel may, unless otherwise agreed by parties, engage in proceedings at any place it considers appropriate, especially for consultation among its members, decision-making, oral hearings or for taking of evidence.

ARTICLE 10 - LANGUAGE OF PROCEEDINGS

- 10.1. The ECA shall conduct its work and all proceedings in English.
- 10.2. All submissions made by the parties shall be in English. If special circumstances apply and both parties agree, the ECA may allow submissions in German and French.

ARTICLE 11 - APPLICABLE LAW

- 11.1. 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.
- 11.2. The arbitral panel shall pass its decisions in equity and good conscience (*ex aequo et bono*) in case the parties have authorised the arbitral panel to do so.

ARTICLE 12 - JURISDICTION OF THE EHF COURT OF ARBITRATION

- 12.1. A plea that the arbitral panel does not have jurisdiction shall be raised not later than the first pleading in the matter. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of an arbitrator. A plea that the arbitral panel is exceeding the scope of its authority shall be raised as soon as the matter alleged to

be beyond the scope of its authority is raised during the arbitral proceedings. In both cases a later plea shall not be permitted; if the arbitral panel however considers the delay justified, the plea can be admitted.

- 12.2. The arbitral panel shall rule on its own jurisdiction. The ruling can be made together with the ruling on the case or by separate arbitral award.

ARTICLE 13 - RULES OF PROCEDURE

- 13.1. All arbitral proceedings shall be conducted in accordance with the obligatory provisions of chapter 4 of Austrian Code of Civil Procedure and the Rules of Arbitration set forth herein. For the rest the arbitral panel shall have complete discretion to determine the procedure. In all non-regulated cases the Austrian Code of Civil Procedure Sec. 577 ff shall apply subsidiarily.

- 13.2. The arbitral panel shall undertake to obtain from the parties comprehensive statements regarding all relevant facts and the proper applications for relief.

- 13.3. The chairman of the arbitral panel presides over the proceedings.

- 13.4. Individual questions of procedure may be decided by the chairman of the arbitral panel alone if so authorized by the other members of the arbitral panel.

- 13.5. The proceedings are non-public.

- 13.6. If one party does not take part in the proceedings, the case shall be heard with the other party alone.

- 13.7. Express Procedure

In specific cases, the ECA Council has the possibility to request the proceedings to be handled in an expedited manner and to issue appropriate directions therefore.

Such decision shall be made within 3 days from receipt of the statement of claim and shall be reasoned. If such a decision is made, any procedural timeline defined herein may be shortened.

The arbitrators and the parties are bound by the directions (on procedural steps) defined by the ECA Council in the frame of an express procedure, unless the parties expressly refuse the underlying decision within 3 days from receipt of such decision.

ARTICLE 14 - INTERIM MEASURES OF PROTECTION

- 14.1. Unless otherwise agreed upon by the parties, a sole arbitrator nominated by the President of the ECA Council or the chairman of the arbitral panel in the principal proceeding may, at the request of a party, take such interim measure of protection as the sole arbitrator may consider necessary in respect of the subject matter of the dispute, as otherwise the enforcement of the claim would be frustrated or considerably impeded or there is a danger of irreparable harm. The sole arbitrator may require any party to provide appropriate security in connection with such measure. The parties are obliged to comply with such orders, whether or not they are enforceable by State courts.
- 14.2. The request for interim measures of protection shall be filed with the ECA Office.
- 14.3. If the request for interim measures is submitted separately from the principal proceedings; the requesting party shall pay a fee in the amount of €1,000 upon filing the application with the ECA Office. The ECA Office shall be provided with evidence of the transfer upon filing. If the fee has not been credited to the account of the ECA Office by the time the claim is filed, the claim shall be deemed withdrawn.
- 14.4. The decision on interim measures of protection may under certain urgent circumstances be awarded without hearing the other party.
- 14.5. If the decision on interim measures of protection was awarded without hearing the other party, the respondent has the right to object to the measure. If the decision on the request was passed by a sole arbitrator or the chairman of the arbitral panel in the principal proceedings, the objection shall be decided on by either the collective arbitral panel already engaged in the principal matter or a new (sole) arbitrator nominated by the President of the ECA Council.

ARTICLE 15 - DUE PROCESS

- 15.1. The parties shall be treated with equality. Each party shall be given full opportunity to present its case at all stages of the proceedings. The parties shall be given sufficient advance notice of any hearing and of any meeting of the arbitral panel for the purpose of taking evidence. The parties are entitled to be legally represented.
- 15.2. All written pleadings, documents or other communications submitted to the arbitral panel by one party shall be communicated to the other party. Likewise expert reports and other evidentiary documents on which the arbitral panel may rely in making its decision are to be communicated to both parties.

ARTICLE 16 - ORAL PROCEEDINGS/PANEL MEETING

- 16.1. The proceedings may be oral or only in writing. Oral hearings shall take place at the request of a party or if considered necessary by the arbitral panel before which the case was brought, unless all parties expressly object to a hearing being held.
- 16.2. For each case, a maximum of 1 hearing may take place, unless expressly otherwise agreed by all parties.
- 16.3. In any case, the parties shall be given the opportunity to take note of, and comment on, the motions and pleadings of the other parties and the result of the evidentiary proceedings.
- 16.4. Physical meetings between members of the arbitral panel shall be subject to prior approval by the ECA Council.

ARTICLE 17 - MINUTES OF ORAL PROCEEDINGS

Minutes shall be taken of all oral hearings. The minutes shall especially include the wording of the motions, the statements of witnesses and the application of further evidence as well as the wording of decision(s) and rulings. The minutes shall be signed by the chairman.

ARTICLE 18 - SETTLEMENT

- 18.1. If, during arbitral proceedings, the parties settle the dispute, the arbitral panel shall terminate the proceedings. If requested by the parties, the arbitral panel shall record the settlement in the form of an arbitral award on agreed terms, unless the contents of the settlement are in violation of public policy (ordre public).
- 18.2. An award on agreed terms shall be made in accordance with section 20 and shall state that it is an award. Such an award has the same effect as any other award on the merits of the case.

ARTICLE 19 - RENDERING OF THE ARBITRAL AWARD

- 19.1. The arbitral panel shall conduct the proceedings expeditiously and shall communicate the award to the parties within 3 months after the final and confirmed nomination of the members of the arbitral panel. Such time limit may be extended upon the expressed approval of the parties or by the President of the ECA Council upon a reasoned request of the chairman of the arbitral panel
- 19.2. In rendering the award, the arbitral panel is bound by the requests for relief made by the parties.
- 19.3. Any decision of the arbitral panel shall be made by a majority of all its members.

ARTICLE 20 - ARBITRAL AWARD

- 20.1 The award shall be made in writing and shall be signed by the arbitrators.
- 20.2 The award shall contain full identification of the parties to the arbitral proceedings and their legal representatives and the names of the arbitrators who have rendered the award.
- 20.3 The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under section 18.

20.4 The award shall state the date on which it was rendered and the place of arbitration. The award shall be deemed to have been made on that date and at that place.

20.5 The arbitration award does not invalidate the underlying arbitration agreement.

ARTICLE 21 - DECISION ON COSTS

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 its own costs or apportion the costs between the parties.

21.3. Notwithstanding the foregoing, and unless stated otherwise in the award in accordance with article 21(1), the costs and expenses of oral proceedings/hearings shall be borne by the party having requested the oral proceedings/hearings.

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

ARTICLE 22 - COST OF PROCEEDINGS

22.1. The costs of proceedings consist of the following elements:

The cost of arbitration, including registration fee, the outlays of the ECA Office (administrative costs), arbitrators' fees plus any value added tax and cash outlays (such as travel and subsistence expenses of arbitrators, cost of delivery of documents, cost of minute-keeping).

22.2. The cost of proceedings shall be disclosed by the ECA Office at the end of the proceedings.

22.3. The cost of the parties shall not be refunded.

22.4. If a physical person as Claimant fulfils the requirements for being granted legal aid in front of an Austrian civil court (art. 63 of the Austrian Civil Code), then, on application, the ECA Council shall waive the requirement for payment of an advance on the costs of the proceedings in full or in part for the time being. The rules of Section 63 of ZPO (the Austrian Code of Civil Procedure) shall apply accordingly. The same shall apply for clubs under insolvency proceedings.

ARTICLE 23 - DELIVERY OF THE ARBITRAL AWARD

The executed copy of the arbitral award shall be delivered by the ECA Office to each party and their representatives. Upon request, certified copies may be issued to the parties against a refund of costs.

ARTICLE 24 - EFFECT OF ARBITRAL AWARD

The award is final and has the same effect between the parties as a final and binding court judgment.

ARTICLE 25 - END OF ARBITRAL PROCEEDINGS

25.1. The arbitral proceedings are ended by the final award or by an order of the ECA Council pursuant to subsection 2 or 3 of this section.

25.2. The ECA Council shall issue an order for the termination of the arbitral proceedings when:

- a. The Claimant withdraws his claim, unless the Respondent objects thereto and the arbitral panel recognizes a legitimate interest on the latter's part in obtaining a final settlement of the dispute;
or
- b. The parties agree on the termination of the arbitral proceedings; or
- c. The parties reach a settlement in the dispute, or
- d. The parties fail to pursue the arbitral proceedings over a period of 3 months in spite of being so requested by the arbitral panel or when the continuation of the proceedings has become impossible for any other reason.

- 25.3. If nomination of an arbitrator or substitute arbitrator does not occur within the set time-limit and if none of the parties requests nomination by the Council, the ECA Council may terminate the proceedings after having consulted with the parties.

ARTICLE 26 - LOSS OF RIGHT TO OBJECT

A party who knows that any provision of these ECA Rules of Arbitration or any other agreed requirement under the arbitral procedure has not been complied with and yet proceeds with the arbitration without stating its objection to such non-compliance without undue delay, may not raise that objection later.

ARTICLE 27 - PUBLICATION OF THE ARBITRAL AWARD

A press release setting forth the results of the proceedings as well as the arbitral award in an anonymous form shall be published by the ECA Office, unless the parties agree that they should remain confidential.

ARTICLE 28 - CONFIDENTIALITY

- 28.1. ECA Council, ECA Office, arbitrators and parties shall maintain silence about progress, concerned parties and outcome of the proceedings as well as any other matters of which they gained knowledge in connection with the arbitral proceedings that concern the parties or the EHF.

- 28.2. Article 27 is not affected by this provision.

ARTICLE 29 - CUSTODY AND ENFORCEABILITY

- 29.1. The original copies of awards and the records on the serving shall be deposited with the ECA Office.
- 29.2. Upon a party's request, the President of the ECA Council shall certify on a copy of the award that the award cannot be appealed against and is enforceable.

29.3. The arbitral award is an execution title in terms of the Austrian Code of Execution; it may be enforced by the court having jurisdiction.

ARTICLE 30 – FINAL PROVISIONS

30.1. Entry into force

The present ECA Procedural Rules are applicable as of 1 July 2011.

30.2. Amendments

The present ECA Procedural Rules shall be amended by the ECA Council.

30.3. Authoritative text

The present ECA Procedural Rules exist in English, French and German. In case of any discrepancy, the English text shall prevail.