

IHF-2022-01

**INTERNATIONAL HANDBALL FEDERATION
DISCIPLINARY PANEL**

DECISION

International Handball Federation v Hisham Alobaidi

26 May 2023

I. INTRODUCTION

1. The IHF Disciplinary Panel (**Disciplinary Panel**) issues this decision in accordance with the IHF Anti-Doping Rules (**IHF ADR**) in relation to the charge brought by the International Handball Federation (**IHF**) against Mr Hisham Alobaidi (the **Player**) for violation of IHF ADR Article 2.1 (presence of a Prohibited Substance in the Player's sample) and/or 2.2 (use of a Prohibited Substance) in relation to an in-competition doping control on 26 January 2022 during the 2022 Asian Men's Handball Championships held in Saudi Arabia on 18-31 January 2022 (the **Event**).

II. THE PARTIES

2. The IHF is the international federation responsible for the sport of handball worldwide. Further to its obligations as a signatory to the World Anti-Doping Code (**Code**) and its responsibilities as custodian of the sport, the IHF has issued the IHF ADR, which set out Code-compliant anti-doping rules applicable to all players under its jurisdiction. The IHF has delegated responsibility for results management and the prosecution of anti-doping rule violations to the International Testing Agency (**ITA**). References in this decision to the ITA refer to the ITA acting for and on behalf of IHF.
3. The Player is a 35-year-old professional handball player of Saudi Arabian nationality, who (at the time of the alleged anti-doping rule violation) played for the Al Khaleej Club in the Saudi Handball League as well as for the Saudi Arabia men's national handball team. The club is affiliated to, and the Saudi Arabia men's national handball team is controlled by, the Saudi Arabian Handball Federation, which is a member of the IHF. The Player has been a member of the national team since 2009 and has participated in the IHF Men's World Championships in 2009, 2015, 2017, and 2019.
4. The IHF and the Player are referred to collectively in this decision as the 'parties'.

III. FACTUAL BACKGROUND

5. The account below sets out a summary of the main relevant facts established in these proceedings. Although the Disciplinary Panel has considered all of the facts, legal arguments, and evidence submitted by the respective parties in these proceedings, it refers in this decision only to what is necessary to explain its reasoning.

Anti-doping experience/education

6. Mr Alobaidi underwent one previous anti-doping control in 2018 prior to the one that led to the present matter. The ITA asserts that the Player successfully completed a WADA Anti-Doping Education and Learning (**ADEL**) course on 12 November 2018, but that fact is disputed by the Player.

Doping control

7. On 26 January 2022, the Player was requested to provide a urine sample during the Event. The Event was a qualifier for the 2023 IHF Men's World Championship and was under the testing authority of the IHF. The Player disclosed the following on his doping control form: '*celecoxib 200 mg PO OD, C4 supplement*'.
8. The IHF sent the Player's urine sample to the WADA-accredited laboratory in Lausanne, Switzerland (**Lausanne Laboratory**) for analysis in accordance with WADA's International Standard for Laboratories. On 28 March 2022, the Lausanne Laboratory reported that it had

detected the presence of testosterone of exogenous origin and its metabolites in the Player's sample, as follows (the **AAF**):

5a-androstanediol	5b-androstanediol	androsterone	epitestosterone	etiocholanolone	T/E	testosterone
217 ng/mL	384 ng/mL	6959 ng/mL	5.5 ng/mL	3492 ng/mL	37.8	207 ng/mL

9. Testosterone, when administered exogenously, is prohibited at all times under category S.1.1 of the WADA Prohibited List (anabolic androgenic steroids). It is not classified as a Specified Substance.

Review of AAFs and notifications to the Player

10. The Player did not have a Therapeutic Use Exemption for testosterone and upon review of the case file the ITA did not identify any departures from the International Standard for Testing and Investigations or International Standard for Laboratories (IHF ADR Article 7.2 and WADA International Standard for Results Management (**ISRM**) Article 5.1.1).
11. As a consequence, on 22 April 2022, the ITA sent an initial notice of an apparent anti-doping rule violation to the Player. A mandatory provisional suspension was imposed on the Player on the same day, with immediate effect, in accordance with IHF ADR Article 7.4.1.
12. On 29 April 2022, the Player (through his national federation, the Saudi Arabian Handball Federation) informed the ITA that he did not challenge the AAF and waived his right to have the B sample analysed. The Player also provided a preliminary explanation, stating (in a signed letter) that his AAF was caused by a medication prescribed by a doctor to treat erectile dysfunction and improve sex drive. In support of that explanation, the player provided a copy of a medical report (in Arabic) and medical prescription (in English), apparently signed and stamped by the treating doctor.
13. On 10 June 2022, the ITA sent the Player a notice of charge for a violation of Article 2.1 and/or 2.2 of the IHF ADR. In that notice of charge, the ITA indicated that based on the preliminary explanation provided by the Player, there were no grounds to depart from the default sanction of four years. The Player was informed of his opportunity to admit the violation within the following 20 days by returning an 'agreement on consequences' form, in which case an automatic one-year reduction would be applied to the period of ineligibility pursuant to IHF ADR Article 10.8.1.
14. On 1 July 2022, the Player returned a signed copy of the 'agreement on consequences' form (dated 29 June 2022). However, in the same correspondence, he also provided a signed letter explaining his position along with his medical report and medical prescription, which had previously been provided on 29 April 2022, with the addition of an English translation of the medical report.
15. On 25 July 2022, the ITA wrote to the Player requesting that he clarify his position, informing him that (unless he explicitly refused the proposed consequences) he would be deemed to have agreed them given the signed form that he had returned.
16. On 1 August 2022, the Player sent the same case file to the ITA as he had provided on 1 July 2022.
17. On 7 September 2022, the Saudi Arabian Handball Federation sent a letter to the ITA requesting it to review the proposed period of ineligibility to be imposed on the Player.

18. On 28 October 2022, the ITA informed the Player (copying the Saudi Arabian Handball Federation) that its position remained unchanged and that a one-year reduction in the period of ineligibility was available only if the requirements under IHF ADR Article 10.8.1 were met. The Player was granted until 4 November 2022 to confirm whether he wished to confirm his 'agreement on consequences' and so benefit from the application of IHF ADR Article 10.8.1 or alternatively dispute the applicable consequences before the Disciplinary Panel.
19. On 3 November 2022, the Player informed the ITA that he rescinded his 'acceptance on consequences' and requested a hearing to determine the applicable consequences.
20. On 7 November 2022, the ITA was informed that Cavaliero & Associates had been appointed to represent the Player in this matter.
21. On 5 December 2022, the ITA requested a single hearing before the CAS.
22. On 6 December 2022, the Player declined to agree to a single hearing before the CAS.

IV. THE PROCEEDINGS BEFORE THE DISCIPLINARY PANEL

23. On 23 December 2022, the ITA brought forward a charge before the Disciplinary Panel against the Player for commission of an anti-doping rule violation under IHF ADR Article 2.1 and/or 2.2. The ITA provided a copy of its submission and supporting exhibits to counsel for the Player on the same date.
24. On 8 January 2022, in accordance with IHF ADR Article 8.1.1, a Disciplinary Panel comprised of Ms Lauren Pagé (Chair), Dr Lucienne Attard, and Ms Giulia Vigna was established to hear and determine the matter, and declarations of independence signed by each of the hearing panel members were provided to the parties. The parties did not challenge any hearing panel member pursuant to ISRM Article 8.5.
25. On the same date, the Disciplinary Panel received the 'Request for Disciplinary Proceedings' submitted by the ITA in relation to this matter, setting out its argument on the issues and its requests for relief, along with supporting exhibits.
26. On 18 January 2023, the Disciplinary Panel issued directions to the parties, setting out (among other things) a procedural timetable for the matter.
27. On 21 January 2023, and in subsequent correspondence, counsel for the Player raised several issues regarding the appointment process for the Disciplinary Panel and requested an extension to the procedural timetable.
28. On 26 January 2023, and in subsequent correspondence, the ITA requested that these proceedings go ahead, notwithstanding the issues raised by opposing counsel, on the basis that the Disciplinary Panel satisfies the requirements of the IHF ADR and ISRM and affords all procedural guarantees.
29. Following exchanges of correspondence by the parties, on 3 and 15 February 2023, the Disciplinary Panel set out its observations regarding the panel appointment process and invited the parties to comment. In particular, the Disciplinary Panel noted that (i) the Disciplinary panel is not referred to in the IHF Statutes, but is mandated under the Code which is incorporated by reference into the IHF Statutes, (ii) the Disciplinary Panel was appointed on an ad hoc basis to hear this case, and not to a three-year term in accordance with IHF ADR Article 8.1.1.5, and (iii) the Disciplinary Panel members were informed of their appointment by the IHF

Administration (i.e. the Chair did not appoint the other panel members in accordance with IHF ADR Article 8.1.2.2). The Disciplinary Panel also outlined potential courses of action for the parties to consider in such circumstances (summarised at paragraph 87, below).

30. Following a deadline extension, on 24 February 2023, the Disciplinary Panel ordered a two-week stay of the proceedings further to a request from the parties to do so to enable them to seek to resolve the matter without the need for a hearing, which was later extended by one week as agreed by the parties.
31. On 14 March 2023, counsel for the Player indicated that they would no longer be representing him in this matter.
32. On 21 March 2023, the ITA confirmed that no agreement had been reached with the Player. The ITA also noted that, while it agreed with the Disciplinary Panel's observations set out by email of 15 February 2023 regarding the panel appointment process, it requested that the Disciplinary Panel continue to hear the case on the basis that the Player had not challenged the Disciplinary Panel or its members.
33. On the same date, the Player sent an email requesting that his case be heard without delay.
34. On 22 March 2023, the Disciplinary Panel requested that the Player confirm (i) if he had or intended to appoint new legal representation in relation to this matter, and (ii) if he consented to the Disciplinary Panel hearing his case, notwithstanding the issues identified in previous correspondence regarding the panel appointment process.
35. On 22 March 2023, the Player confirmed that he did not have (and did not intend to appoint) new legal representation and that he consented to the Disciplinary Panel hearing his case, notwithstanding the issues previously raised by his legal counsel.
36. On 24 March 2023, the Disciplinary Panel issued directions to the parties, establishing a new procedural timetable for this matter, including an opportunity for the Player to submit a full response to the ITA's submissions. The parties were also requested (among other things) to indicate whether or not they considered that an oral hearing was necessary and if they requested that such hearing be public, and (if the hearing went ahead) to provide a proposed hearing schedule by a specified deadline. Further, in accordance with IHF ADR Article 8.1.2.5, the IHF Administration was requested to inform WADA, the Player's National Federation, and the Player's National Anti-Doping Organisation that they could attend the hearing as observers if they so wished.
37. On 25 March 2023, the Player re-sent some of the documents that he had previously filed in support of his defence and indicated that he did not request an oral hearing.
38. On 27 March 2023, the ITA indicated that it did not request an oral hearing in the matter, but confirmed its availability for a hearing on the date proposed by the Disciplinary Panel should it consider it necessary to hold a hearing.
39. On 29 March 2023, the Disciplinary Panel informed the parties that, given the issues in dispute and in order to afford the Player the opportunity to answer relevant questions, the Disciplinary Panel considered that it would be necessary to hold an oral hearing. The hearing was scheduled to take place by video conference on 19 April 2023. The Player was invited to confirm whether or not he would be assisted by a translator (at his own cost) and/or a representative.

40. On 30 March 2023, the Player indicated that he would not be in a position to engage a translator or representative because of his financial circumstances, and also noted that he is not fluent in spoken English.
41. On 7 April 2023, the Disciplinary Panel confirmed that neither party had requested a public hearing, and so on that basis the hearing would not be public. Further, while noting that the obligation is on the Player to arrange and pay for a translator pursuant to ISRM Article 8.8(d), the Disciplinary Panel invited the ITA to indicate whether or not it was willing to arrange a translator to assist with the hearing given the Player's inability to do so. The Disciplinary Panel also reiterated an earlier request for the parties to submit a proposed hearing timetable.
42. On 9 April 2023, the Player indicated that he would not be able to attend the hearing because he was not proficient at spoken English and was unable to engage a translator or representative.
43. On 13 April 2023, the ITA declined the invitation to arrange a translator for the Player but indicated that it would not object to use of a translator that is not an independent third party, such as a member of the Player's national federation or club. The ITA also enclosed a proposed hearing schedule.
44. On the same date, the Disciplinary Panel wrote to the parties, reiterating that it wanted the Player to have every opportunity to present his case and answer questions from the ITA and the panel, and requested (among other things) that the Player seek to arrange a translator via his national federation or club.
45. On 14 April 2023, the Player requested that the hearing be cancelled because he did not have a translator.
46. On 14 and 18 April 2023, the Disciplinary Panel wrote to the Player asking whether he had sought to arrange a translator through his national federation or club, and whether he would attend the hearing if a translator was identified.
47. On 18 April 2023, the ITA indicated that it had secured an independent translator. The ITA reserved the right to seek reimbursement of the translation fees from the Saudi Arabia Handball Federation pursuant to IHF ADR Article 12.4.
48. On the same date, the Player confirmed that he would attend the hearing given that a translator would be made available.
49. On 19 April 2023, a hearing was held by video conference (using the Teams platform). The hearing was attended by the Disciplinary Panel members, the Player, counsel for the ITA (Ms Cristina Pers and Ms Ayesha Talpade), IHF staff member Mr Fumiaki Fujita, and the independent Arabic-English translator Ms Farah Abou El Sel (who assisted the Player during the hearing). There were no fact or expert witnesses. At the hearing, the parties made opening statements, which were followed by the testimony of the Player. The ITA was given the opportunity to cross-examine the Player. The parties then had an opportunity to make arguments in closing submissions (including rebuttals), and the Player was given the final word before the hearing was closed. A summary of the arguments and testimony is set out below at section V.
50. On 25 April 2023, further to a request from the Disciplinary Panel at the hearing, the ITA provided (i) a link to the Saudi Arabian NADO website where the WADA Prohibited List is posted in Arabic, and (ii) information about the WADA ADEL course/certificate (in particular noting that the course had been recommended by the IHF for international-level handball players since 2018 but that it is not a mandatory requirement for participation in IHF events).

51. On 22 May 2023, the Disciplinary Panel made a request for further information to the Player, specifically requesting that he provide (with supporting documentation) the location and dates of the training camp and international friendly matches that he mentioned in his oral testimony at the hearing as occurring between the two testosterone injections that he received. The ITA was given a deadline by which it could comment on any information provided by the Player if it so wished.
52. On the same date, the Player provided two documents (in Arabic only) which he indicated contained the information requested by the Disciplinary Panel.
53. Later that same day, the Disciplinary Panel requested that the Player clarify his response to its questions and provide supporting documents available in English.
54. On 23 May 2023, the Player provided English translations of the two documents sent to the Disciplinary Panel the day prior. Those documents, two letters dated 8 November and 13 December 2021 respectively, apparently signed by representatives of the Saudi Arabian Handball Federation, indicate that the training camp and international friendly matches took place in Saudi Arabia from 20 November 2021 to 21 December 2021. The ITA did not provide any comments in relation to the documents provided by the Player by the specified deadline.
55. Following due deliberation, the Disciplinary Panel issues this decision in accordance with IHF ADR Article 8.2 and ISRM Article 9.

V. POSITIONS OF THE PARTIES

56. The following section does not contain an exhaustive list of the parties' respective submissions made and evidence produced at or prior to the hearing, but rather summarises the parties' main arguments. In making this decision, the Disciplinary Panel has carefully considered all of the submissions made and the evidence adduced by the parties, including those not mentioned below.

The IHF's position

57. The ITA submits that the Player is clearly bound by the 2021 IHF ADR as a 'Player' and 'International-Level Player', and that the Disciplinary Panel has jurisdiction to hear this matter pursuant to IHF ADR Article 8.1.1.1.
58. The applicable regulations are the IHF ADR, with Swiss law applying subsidiarily given that the IHF is seated in Switzerland.
59. The burden of proof is on the IHF to establish an anti-doping rule violation to the comfortable satisfaction of the Disciplinary Panel. Once that has been established, the burden of proof shifts to the Player to prove that the violation did not take place or that the applicable consequences should be reduced. Pursuant to the principle of strict liability enshrined in IHF ADR Article 2.1, the IHF does not have to show intent, fault, negligence, or knowing use on the Player's part to establish a violation under IHF ADR Article 2.1. The Player has not disputed the violation, and in any event the Article 2.1 violation is made out because the Lausanne Laboratory reported an AAF for exogenous testosterone, and the Player did not have a therapeutic use exemption nor were there any departures from the applicable International Standards. The ITA has therefore discharged its burden of proof to establish that the Player has committed an Article 2.1 violation.

60. As to the appropriate period of ineligibility, the ITA submits that:
- 60.1 A four-year period of ineligibility applies for an Article 2.1 violation involving a non-Specified Substance such as exogenous testosterone, in accordance with IHF ADR Article 10.2.1.
 - 60.2 The burden is on the Player to prove the source of his AAF on the balance of probabilities. Proof of source is a critical first step to establishing that the violation was not 'intentional' within the meaning of IHF ADR Article 10.2.3. While failing to prove source may not preclude the Player from establishing that the violation was not intentional, exceptional circumstances and/or further evidence must be submitted to rebut the presumption of intent.
 - 60.3 The Player has been forthcoming about the source of the exogenous testosterone detected in his urine sample. However, he has not provided any information as to the steps taken to ensure that his treatment did not contain any banned substances and would not lead to an anti-doping rule violation. Rather, the Player simply claimed that he was not aware that the medical treatment he was prescribed contained any banned substances.
 - 60.4 In relation to source, the ITA accepts that exogenous testosterone can serve to treat fertility issues. Further, *'even if greater precisions on the time frame of administration and the actual injections (such as manufacturer and packaging) would be useful to finesse the assessment, based on the information provided so far and assuming that the injections were intramuscular, the ITA finds that, from a pharmacokinetics standpoint, the Player's explanations are compatible with the high concentration levels of Exogenous Testosterone detected in the Player's sample. Or at least, and in other words, the Player's treatment cannot be ruled out as the cause for the AAF since the excretion of prolonged high doses of intramuscular injections can spread over months'*. The Director of the Lausanne Laboratory *'assisted the ITA in coming to its acceptance of the source from a pharmacokinetics standpoint'*.
 - 60.5 Based on the case file available at the time, the ITA accepted that the Player has established the source of the testosterone found in his sample but reserved the right to supplement its position and/or file additional submissions, including calling the Director of the Lausanne Laboratory as an expert witness, should additional information be provided by the Player or should the Disciplinary Panel wish to further discuss source.
 - 60.6 The ITA submits that the crux of the matter boils down to the Player's conduct. It is the ITA's position that the Player did not take any precautions to ensure that his medical treatment was compliant with the IHF ADR and therefore cannot establish that his violation was not intentional within the meaning of IHF ADR Article 10.2.3.
 - 60.7 Neither the Player nor his national federation provided any information regarding what checks the Player made regarding the medication that he was prescribed. Rather the Player pleaded *'his ignorance'* and *'the human aspect'* as mitigating grounds, and his national federation asserted that he should receive a reduction in sanction because he has *'no knowledge about doping'* and earns his main income from handball.
 - 60.8 Mere ignorance of the IHF ADR or the Prohibited List is not sufficient to rebut the presumption of intent. It is also not credible that the Player was not aware that the injections he received contained a prohibited substance. Testosterone was clearly

indicated on the prescription, and it is a well-known banned substance commonly associated with doping that has been on the Prohibited List since its first iteration in 2004.

- 60.9 According to CAS case law, the mere fact that a prohibited substance is indicated on the package of the product or the product itself is sufficient to preclude the Player from establishing that the violation was not intentional, and athletes have a heightened duty of care when dealing with medications since they are more likely to contain banned substances.
 - 60.10 Even if the Player was unaware of what testosterone was, a simple internet search would have informed him that it is a banned substance.
 - 60.11 It is difficult to reconcile the Player's claim of 'ignorance' when he is a professional athlete who has been on the national team for 16 years, when he was drug tested on a prior occasion, and when he completed a WADA ADEL course in November 2018.
 - 60.12 At the very least the Player should have informed his treating doctor that he is an athlete subject to anti-doping rules and separately sought assistance from his club or national team doctor.
 - 60.13 The fact that the Player stopped taking the exogenous testosterone before the Event is of no relevance because it is banned at all times.
 - 60.14 Therefore, the Player has not established that his violation was not 'intentional' within the meaning of IHF ADR Article 10.2.3, and therefore there are no other grounds to reduce the default period of ineligibility of four years. In any event, the other grounds for mitigation of sanction (under IHF ADR Articles 10.5, 10.6, and 10.8.1) do not apply.
 - 60.15 In accordance with IHF ADR Article 10.13, any period of ineligibility should start on the date the decision is issued, with credit for the provisional suspensions served.
61. As to disqualification of results, the ITA submits that:
- 61.1 Pursuant to IHF ADR Article 9, the Player's results at the Event are automatically disqualified once an in-competition violation is found, with all resulting consequences, including forfeiture of any medals, prizes, and points.
 - 61.2 Further, all competitive results obtained by the Player from the date of sample collection (26 January 2022) should be disqualified, with all resulting consequences, including forfeiture of any medals, prizes, and points, in accordance with IHF ADR Article 10.10.
 - 61.3 Considering that no other members of the Player's team committed an anti-doping rule violation during the Event, the results obtained by his team do not fall to be disqualified given that IHF ADR Article 11.2 applies only if more than two members of the team are found to have committed an anti-doping rule violation during the Event Period.
62. As to financial consequences, the ITA requests that the Disciplinary Panel impose a fine on the Player in the amount of CHF 1,000 and order him to pay the costs associated with these proceedings in an amount to be determined by the Disciplinary Panel, in accordance with IHF ADR Article 10.12. By email on 18 April 2023, the ITA also indicated that it reserved the right to seek reimbursement of the translation fees from the Saudi Arabia Handball Federation pursuant to IHF ADR Article 12.4.

The IHF's requests for relief

63. The ITA made the following requests for relief:
 - 63.1 The Player is found to have committed an anti-doping rule violation pursuant to IHF ADR Article 2.1 and/or 2.2.
 - 63.2 The Player is sanctioned with a period of ineligibility of four years in accordance with IHF ADR Article 10.2.1, to start on the date of the Disciplinary Panel's decision, with credit for the period of provisional suspension served.
 - 63.3 All individual competitive results of the Player from and including 26 January 2022 are disqualified with all resulting consequences, including forfeiture of any medals, awards, points, and prizes pursuant to IHF ADR Articles 9 and 10.10.
 - 63.4 The costs of the proceedings, including the costs of the IHF/ITA, are to be borne by the Player pursuant to IHF ADR Article 10.12. The ITA also reserved the right to seek reimbursement of the translation fees from the Saudi Arabia Handball Federation pursuant to IHF ADR Article 12.4.
 - 63.5 A fine of CHF 1000 is imposed on the Player pursuant to IHF ADR Article 10.12.
 - 63.6 Any other prayer for relief that the Disciplinary Panel deems fit considering the facts and circumstances of the present case.

The Player's position

64. The Player does not dispute that he is bound by the IHF ADR or that he has committed an anti-doping rule violation under IHF ADR Article 2.1.
65. The Player explains that he *'suffer[ed] from some problems with the reproductive system, which caused delayed reproduction and infertility'* and followed a *'treatment program under the supervision of the treating physician'*, which he stopped *'since entering the tournament preparation period'*.
66. In support of his explanation, the Player provided a copy of a medical report and prescription (original in Arabic, with English translations), apparently signed and stamped by the treating doctor. The medical report dated 28 April 2022 indicates that the Player complained of testicular pain with infertility for more than two consecutive years, and that following examination he had a lack of sperm with a bilateral varicocele, and therefore testosterone injections were prescribed (to be injected once a week for 16 weeks). The prescription dated 26 June 2021 indicates a diagnosis of *'varicose veins of other sites; testicular dysfunction'* and prescribed medication of *'testosterone enantate 250 mg/ml – injection'*. The Disciplinary Panel notes that there is an error in the medical prescription because, while it indicates the quantity of injections prescribed as *'16'*, the dose instructions state *'1 Amp every one weekly for 3 months'* (emphasis added). However, the medical report makes clear that the Player was prescribed *'one injection every week for 16 weeks'*, i.e. for 4 months.
67. On the basis of his explanation, the Player states that this case was beyond his control, that he was unaware that the treatment contained a prohibited substance, and that he is still in a difficult psychological condition after receiving news of his violation and consequent provisional suspension. The Player requested that *'the human aspect is taken into account when imposing the penalty'*.

The Player's requests for relief

68. Based on the above, the Player requests that the Disciplinary Panel impose a reduced sanction for his violation because he did not knowingly or intentionally use exogenous testosterone.

Hearing

69. The below sets out a summary of the arguments and evidence presented at the hearing.
70. At the start of the hearing, each party had an opportunity to make short opening statements.
- 70.1 In opening, the ITA submitted that it was undisputed that the Player had committed an anti-doping rule violation under IHF ADR Article 2.1 on the basis that exogenous testosterone was detected in the urine sample collected from him on 26 January 2022. Even if the Player's explanation as to source is accepted, a reduction in the otherwise applicable default sanction of four years is possible only if the Player establishes that his violation was not 'intentional' within the meaning of IHF ADR Article 10.2.3. Use of a medication containing a banned substance for therapeutic purposes does not mean that the violation was not 'intentional'. The Player did not carry out any checks on the legality of his medical treatment, despite the fact that he is an international-level player. There are also no objective or subjective factors that indicate that the Player's violation was not intentional. Therefore, a four-year period of ineligibility must be imposed.
- 70.2 In turn, the Player submitted in opening that he was grateful for the effort in arranging a hearing and that he wished to speak openly and honestly about the circumstances of his case. He stated that handball players in Saudi Arabia have never received anti-doping education and that there is no professionalism in handball (the wages remain low and it does not constitute full-time employment). The Player stated that he would never intentionally use a substance that would violate the IHF ADR. Here, the Player used a medication for erectile dysfunction/fertility issues in a medical context and he did not know that could result in a violation of anti-doping rules. The Player was told the purpose was to enhance sexual performance and so he did not contemplate that it could enhance athletic performance. He did not use the medication because he wanted to but rather because he had to in order to be able to have sexual intercourse with his wife after being away for training camps for several months at a time. While the Player had initially been prescribed pills for his condition, he was later prescribed testosterone injections, as set out in the medical prescription. The Player's anti-doping rule violation is also affecting him in other aspects of his life. In particular, the Player is in the military and his salary has been reduced to half pay on the basis of this violation. If the Player had known the medication contained a banned substance, he would not have taken it because it has had a significant negative impact on his life from a financial, professional, and family perspective.
71. The Player then provided his testimony. Before doing so, he was cautioned regarding the obligation to tell the truth, subject to potential sanction in case of failure to do so. The Player confirmed that he would comply with that obligation. During his testimony, the Player stated the following, in summary:
- 71.1 The Player is a member of the Saudi Arabia national handball team and has participated in six IHF World Handball Championships and seven IHF Asian Handball Championships. He also plays club handball in Saudi Arabia, but it is not a sophisticated professional league.

- 71.2 The Player earned wages when playing for the Al Khaleej Club but it was not enough to make a living, and so the Player also has another job with the military.
- 71.3 The sport of handball is developing in Saudi Arabia. The contracts are not lucrative and the club leagues do not guarantee financial rights.
- 71.4 In relation to anti-doping experience, the Player indicated that he and other Saudi Arabian players have previously discussed whether or not it would be permissible to use certain products. However, the Player stated that he never received any formal anti-doping education and that he has never attended any anti-doping courses. He was drug tested on one prior occasion in connection with the Saudi Handball League.
- 71.5 While the Player would ordinarily consult his club's medical staff regarding any sport-related injury, he did not consult them on this occasion because the treatment he sought related to issues of a sexual nature and so he did not think it relevant to discuss with the club's medical staff. The Player instead consulted an independent doctor.
- 71.6 The Player was prescribed 16 injections of testosterone, once weekly for 16 weeks. However, the Player confirmed that he received only two injections, roughly three or four weeks apart.
- 71.7 The first time the Player consulted the doctor, he was prescribed pills for erectile dysfunction. However, the pills caused abdominal pain so he stopped using them after around a week and a half. On the second visit to the doctor, which took place at a hospital, the Player was prescribed the injections in issue. During that same visit, the Player took a handwritten prescription to the pharmacist. The Player states that he did not read the prescription because it was written in English. The Player confirmed that he no longer has a copy of that original prescription (noting that the medical report and medical prescription he has provided in the record were obtained from the hospital after he was notified of his AAF). The Player then brought the injections to the doctor's office, where the Player was administered the first injection in his hip area. The Player states that the doctor retained possession of the other syringes in his office, and so the Player does not have any of the remaining syringes in his possession. The Player described the syringe packaging as a white box with three lines (orange, red, and blue), but confirmed that he did not inspect the packaging. The Player also noted that both the pharmacist and doctor were Egyptian.
- 71.8 After completing a training camp, the Player returned for a third visit to the doctor, at which point he received a second injection.
- 71.9 The Player could not recall the dates when he received the injections. However, he indicated that he received the first injection two to three weeks prior to a training camp that lasted around three weeks, during which Saudi Arabia played friendly matches, and that he received the second injection after that training camp. The Player could not recall the dates of the training camp.
- 71.10 The Player indicates that he did not notice much (if any) difference in sexual performance after the first injection, but that he did after the second injection.
- 71.11 The Player initially stated that he informed his club that he was undergoing treatment with a doctor for sexual dysfunction after he had received his first injection. The reason he told his club at that point is because he had fluid retention (and so gained some

weight) from the treatment and felt it necessary to explain that to his club. However, when later asked a related question in cross-examination, the Player indicated that he informed his club only after his AAF because he had signed a contract with the club and so was required to inform them.

- 71.12 The Player states that he was not aware of the ingredients in the injections and that he only became aware they contained testosterone after notification of his AAF. After that notification, the Player went back to the hospital to file a complaint, but he was told that the doctor no longer worked at the hospital. The Player states that he filed a complaint at the police office. However, the Player has not filed copies of any such complaints in these proceedings.
- 71.13 When asked what he did to comply with his anti-doping obligations, the Player stated that after learning of his positive test, he went back to the hospital and asked how he could clear the substance from his system. The hospital suggested administering a saline solution intravenously. No further detail was provided by the Player and the ITA did not enquire further in cross examination. The Player confirmed that he did not inform his club about his medical treatment because it related to a medical and non-sport-related issue. The Player also stated that he did not inform his treating doctor that he was a handball player or that he was subject to anti-doping rules. The Player did not carry out any checks on the medication himself until after notification of his positive test. The Player also stated that he did not speak to anyone (other than his treating doctor and the pharmacist) about his treatment because it would be frowned upon in his culture to discuss such sensitive details. Further, the Player stated that (prior to this case) he did not know what testosterone was and would not have known that it is a prohibited substance.
- 71.14 When asked what he would ordinarily do to check the products that he used, the Player indicated that at the time he discussed certain products with other players (e.g. C4 supplement, caffeine, red bull) and that the club's medical staff would advise him on appropriate treatments if he sustained any sport-related injuries. The Player stated that he had never previously personally checked any medication prescribed to him by doctors. The first time he ever checked a medication was after notification of his AAF. He asserts that he was not aware that medications could contain prohibited substances. The Player also stated that he had never previously consulted the Prohibited List because it was published in English. He had also not previously had any discussions regarding therapeutic use exemptions.
- 71.15 The Player noted that he only completed elementary school and did not finish high school. He states that he did not have enough education to know that he should check the prescription and medication content.
- 71.16 The Player was shown a copy of the 'ADEL' training certificate in his name, indicating that he completed the anti-doping course in November 2018. The Player stated that he never attended any anti-doping course.
- 71.17 Based on his recent experience with this matter, the Player stated that he will be far more cautious when consuming any substance or medication and wants to help inform the younger generations about their obligations. The Player stated that he appreciates that he bears responsibility for the violation even though he did not know that he had been administered a prohibited substance, but that his intentions were not to dope.

72. In closing arguments, the ITA made the following submissions:
- 72.1 The violation is clearly established. The Player does not dispute it. Further, testosterone of exogenous origin was detected by the Lausanne Laboratory in the Player's A sample, and he waived the B sample analysis.
- 72.2 The violation was intentional, and so a four-year period of ineligibility applies.
- (a) While the ITA did not dispute source in its written submissions, the ITA indicated at the hearing that it could not accept source due to insufficient information. While the Player admits to using testosterone for medical purposes, in his testimony at the hearing the Player was vague and ambiguous in his explanation and did not clearly confirm the dates on which he was injected with testosterone.
- (b) However, even if the alleged source is accepted, the violation was still intentional. A heightened duty of care is expected from athletes when dealing with medication since it is more likely to contain a banned substance. Here, the Player did nothing to check the medication he was prescribed. It is difficult to accept that the Player had never heard of testosterone or did not think that it could be prohibited. The Player did not inform his doctor that he is an athlete or ask the doctor what medical treatment he was being prescribed. He also did not inform his club or national federation about his treatment or seek any assistance from them as to whether his prescribed medication was permitted. He also did not do any online search. Had he taken any of those steps, he would have realised that testosterone is prohibited. The Player cannot claim that his violation was not intentional by relying on wilful blindness. Even if the Player's claim that he did not know he was engaging in conduct that constituted an anti-doping rule violation is accepted, at the very least he *'knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk'*, and so his violation was 'intentional' within the meaning of IHF ADR Article 10.2.3.
- 72.3 The ITA asserted that the Player has completed the WADA ADEL course which offers athletes practical help on how to stay clean, as evidenced by the course completion certificate in his name. When asked where the ITA obtained that certificate and whether the course is required by the IHF, the ITA responded that the IHF Administration had a copy of the certificate in its records (which it provided on request to the ITA) but that it would need to confirm whether or not the course was required and in what context.
- 72.4 The ITA also asserted that (contrary to the Player's suggestion) the WADA Prohibited List would have been translated into Arabic by the Saudi Arabian NADO and made available on its website. When asked to provide a copy of that website, the ITA indicated that it would require further time to do so.
- 72.5 In relation to the above, the Disciplinary Panel invited the ITA to provide the further requested information regarding the WADA ADEL course and a copy of the Saudi Arabian NADO webpage with an Arabic translation of the Prohibited List, which it did subsequently on 25 April 2023.
- 72.6 The IHF maintained all of the requests for relief set out in its written submissions.

73. In closing, the Player made the following comments:
- 73.1 He questioned how his violation could be considered intentional when he had no knowledge that the medication he was prescribed contained a banned substance.
 - 73.2 The Player reiterated that he is being truthful and that there would be no benefit to him of lying in these proceedings because he is already suspended and likely to be suspended for a further period in any event.
 - 73.3 The Player reiterated that he never attended the WADA ADEL course, and he has no knowledge of the certificate presented by the ITA. The Player speculated that someone might have completed the training on his behalf.
 - 73.4 The Player noted that he is human and makes mistakes, but that he did not intend to commit a violation. If it had been intentional, he would admit it. He would also never commit the violation intentionally, knowing the position that it would put him and his family in.
 - 73.5 The Player will accept any decision of the Disciplinary Panel, but asks that it not be unfair to him, considering his circumstances and lack of anti-doping knowledge.
74. The ITA did not have any further arguments in rebuttal.
75. At the end of the hearing, the Player was given an opportunity to have the final word. He stated that there should be some mercy for players in sports. He has made one mistake and it is unfair for his entire athletic career to be ended based on a mistake that was not intentional. He has no knowledge of the rules and limited resources. It is important for the panel to have human consideration that allows players to correct mistakes. He concluded by stating that he will of course respect any decision of the panel but asks that it not be unfair to him in its decision. The Player expressed his gratitude for the time taken to consider the matter and also for arranging a translator to assist him during the hearing.
76. At the conclusion of the hearing, the parties confirmed that they were satisfied with the way in which the hearing was conducted and that their right to be heard and procedural rights had been respected.
77. Following the hearing, the Disciplinary Panel made a request for further information from the Player (in relation to the location and dates of the training camp/international friendly matches referenced in his testimony), which he responded to in full on 23 May 2023. The ITA did not provide any comments in relation to the documents provided by the Player by the specified deadline.

V. APPLICABLE LAW

78. There is no dispute that the Player is bound by the IHF ADR. The IHF ADR apply to *'all Players [...] who are members of IHF, or of any National Federation (including any clubs, teams, associations, or leagues)'*, and *'all Players [...] who participate in such capacity in Events, Competitions and other activities organized, convened, authorized or recognized by the IHF or any National Federation [...]'* (IHF ADR, Scope). The Player also specifically qualifies as an *'International-Level Player'* (see IHF ADR, 'Scope' at p.5), given his participation in the Event, which was a qualifier for the 2023 IHF Men's World Championship.

79. Given that the sample in issue was collected on 26 January 2022, the 2021 edition of the IHF ADR (applicable at the time of sample collection) apply to substantive issues. Procedural matters are governed by the 2021 IHF ADR (which remain in force) and the 2023 WADA ISRM.
80. Swiss law applies subsidiarily as the IHF is seated in Basel, Switzerland, and subject to Swiss law (IHF Statutes, Article 1). However, the parties did not suggest that there was any need to have recourse to any point of Swiss law. Further, according to IHF ADR Article 24, the IHF ADR are to be interpreted *'as an independent and autonomous text and not by reference to existing law or statutes'* and *'in a manner that is consistent with applicable provisions of the Code and the International Standards'*. This is particularly important given that the stated aim of the Code is harmonisation of effective anti-doping programmes and core anti-doping elements (see purpose/scope section of the Code). Therefore, the Disciplinary Panel refers where appropriate below to CAS jurisprudence addressing issues arising under the Code and/or Code-compliant anti-doping rules.

VI. JURISDICTION

81. The Disciplinary Panel finds that it has jurisdiction to hear this matter for the reasons set out below.
82. IHF ADR Article 8 provides as follows: *'For any Person who is asserted to have committed an anti-doping rule violation, the IHF shall provide a fair hearing within a reasonable time by a fair, impartial and Operationally Independent hearing panel in compliance with the Code and the International Standard for Results Management'*.
83. In turn, IHF ADR Article 8.1.1.1 provides that *'[t]he IHF shall establish a Hearing Panel, the Disciplinary Panel, which has jurisdiction to hear and determine whether a Player or other Person, subject to these Anti-Doping Rules, has committed an anti-doping rule violation and, if applicable, to impose relevant Consequences'*. The term 'Hearing Panel' is not defined in the IHF ADR, but it is referred to elsewhere in the IHF ADR in lowercase. The obligation on the IHF is therefore to provide 'a hearing panel' that meets the requirements of the Code and ISRM.
84. The IHF appointed the members of the Disciplinary Panel ad hoc to hear this matter. The Player initially raised a number of issues in relation to the panel appointment process. The Disciplinary Panel agrees that the IHF has not complied with all of the procedural provisions of the IHF ADR regarding the appointment of the panel. In particular:
- 84.1 The Disciplinary Panel members were not appointed to a three-year term in accordance with IHF ADR Article 8.1.1.5.
- 84.2 The Disciplinary Panel Members were informed of their appointment by the IHF Administration. The Chair did not appoint the other members of the panel in accordance with IHF ADR Article 8.1.2.2.
85. It is also noted that the Disciplinary Panel is not referred to in the IHF Statutes, but it is mandated under the Code, which is incorporated by reference into the IHF Statutes.
86. The appointment and constitution of the Disciplinary Panel complies in all other respects with the IHF ADR, and at no point did the Player challenge the members of the Disciplinary Panel or the Operational Independence of the panel.
87. On the basis of the above, the Disciplinary Panel outlined the following potential courses of action: (i) the parties could agree to the jurisdiction of the Disciplinary Panel, as constituted;

(ii) the IHF could seek to remedy the procedural issues by appointing Disciplinary Panel members in accordance with Article 8.1.1.5 and having the Chair appoint the members of this panel under Article 8.1.2.2; (iii) the parties could agree to a single hearing before the CAS, in accordance with IHF ADR Article 8.4; or (iv) if the IHF failed to render a decision within a reasonable deadline set by WADA, WADA could elect to appeal directly to CAS as if the IHF had rendered a decision finding no anti-doping rule violation, in accordance with IHF ADR Article 13.3.

88. Notwithstanding the initial objections raised, the Player withdrew those objections and expressly confirmed that he consented to the Disciplinary Panel (as constituted) hearing his case without delay. The ITA requested that the Disciplinary Panel continue to hear the case on the basis that the Player had not challenged the Disciplinary Panel or its members.
89. Therefore, while the Disciplinary Panel is of the view that the IHF ought to comply with the appointment process for the Disciplinary Panel as set out in its rules, the Disciplinary Panel is satisfied that the Player has waived any objection to the jurisdiction or the composition of the Disciplinary Panel to hear this matter in accordance with the IHF ADR.

VII. LEGAL FRAMEWORK

90. Articles 2.1 and 2.2 of the IHF ADR provide as follows:

2.1 Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample

2.1.1 It is the Players' personal duty to ensure that no Prohibited Substance enters their bodies. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, Negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation under Article 2.1.

2.1.2 Sufficient proof of an anti-doping rule violation under Article 2.1 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player's A Sample where the Player waives analysis of the B Sample and the B Sample is not analysed; or, where the Player's B Sample is analysed and the analysis of the Player's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's A Sample; or where the Player's A or B Sample is split into two (2) parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Player waives analysis of the confirmation part of the split Sample.

2.1.3 Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation.

2.1.4 As an exception to the general rule of Article 2.1, the Prohibited List, International Standards or Technical Documents may establish special criteria for reporting or the evaluation of certain Prohibited Substances.

2.2 Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method

2.2.1 It is the Players' personal duty to ensure that no Prohibited Substance enters their bodies and that no Prohibited Method is Used. Accordingly, it is not necessary that intent, Fault, Negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation for Use of a Prohibited Substance or a Prohibited Method.

2.2.2 The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.

91. If a violation is established under IHF ADR Article 2.1 and/or 2.2, the period of ineligibility to be applied is set out in IHF ADR Article 10.2:

10.2 Ineligibility for Presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

The period of Ineligibility for a violation of Article 2.1, 2.2 or 2.6 shall be as follows, subject to potential elimination, reduction or suspension pursuant to Article 10.5, 10.6 or 10.7:

10.2.1 The period of Ineligibility, subject to Article 10.2.4, shall be four (4) years where:

10.2.1.1 The anti-doping rule violation does not involve a Specified Substance or a Specified Method, unless the Player or other Person can establish that the anti-doping rule violation was not intentional.

10.2.1.2 The anti-doping rule violation involves a Specified Substance or a Specified Method and the IHF can establish that the anti-doping rule violation was intentional.

10.2.2 If Article 10.2.1 does not apply, subject to Article 10.2.4.1, the period of Ineligibility shall be two (2) years.

10.2.3 As used in Article 10.2, the term "intentional" is meant to identify those Players or other Persons who engage in conduct which they knew constituted an antidoping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk. An anti-doping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall be rebuttably presumed to be not "intentional" if the substance is a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition. An anti-doping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered "intentional" if the substance is not a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.

92. The period of ineligibility may be reduced if the conditions of IHF ADR Articles 10.5 or 10.6 apply:

10.5 Elimination of the Period of Ineligibility where there is No Fault or Negligence

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

10.6 Reduction of the Period of Ineligibility based on No Significant Fault or Negligence

[...]

10.6.2 Application of No Significant Fault or Negligence beyond the Application of Article 10.6.1

If a Player or other Person establishes in an individual case where Article 10.6.1 is not applicable that he or she bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in Article 10.7, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one-half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period under this Article may be no less than eight (8) years.

Definitions:

No Fault or Negligence: *The Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered the Player's system.*

No Significant Fault or Negligence: *The Player or other Person's establishing that any Fault or Negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered the Player's system.*

93. A period of ineligibility of four or more years may be reduced by one year if the Player admits the violation and accepts the asserted period of ineligibility within 20 days of receiving the notice of charge, in accordance with IHF ADR Article 10.8.1:

10.8 Results Management Agreements

10.8.1 One-Year Reduction for Certain Anti-Doping Rule Violations

Based on Early Admission and Acceptance of Sanction Where a Player or other Person, after being notified by the IHF of a potential anti-doping rule violation that carries an asserted period of Ineligibility of four (4) or more years (including any period of Ineligibility asserted under Article 10.4), admits the violation and accepts the asserted period of Ineligibility no later than twenty (20) days after receiving notice of an anti-doping rule violation charge, the Player or other Person may receive a one-year reduction in the period of Ineligibility asserted by the IHF. Where the Player or other Person receives the one-year reduction in the asserted period of Ineligibility under this Article 10.8.1, no further reduction in the asserted period of Ineligibility shall be allowed under any other Article.

94. The period of ineligibility may be increased if the conditions of IHF ADR Article 10.4 apply:

10.4 Aggravating Circumstances which may Increase the Period of Ineligibility

If the IHF establishes in an individual case involving an anti-doping rule violation other than violations under Article 2.7 (Trafficking or Attempted Trafficking), 2.8 (Administration or Attempted Administration), 2.9 (Complicity or Attempted Complicity) or 2.11 (Acts by a Player or Other Person to Discourage or Retaliate against Reporting) that Aggravating Circumstances are present which justify the imposition of a period of Ineligibility greater than the standard sanction, then the period of Ineligibility otherwise applicable shall be increased by an additional period of Ineligibility of up to two (2) years depending on the seriousness of the violation and the nature of the Aggravating Circumstances, unless the Player or other Person can establish that he or she did not knowingly commit the anti-doping rule violation.

95. The start date of any period of ineligibility is governed by IHF ADR Article 10.13, which provides in relevant part:

10.13 Commencement of Ineligibility Period

Where a Player is already serving a period of Ineligibility for an anti-doping rule violation, any new period of Ineligibility shall commence on the first day after the current period of Ineligibility has been served. Otherwise, except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or, if the hearing is waived or there is no hearing, on the date Ineligibility is accepted or otherwise imposed.

10.13.1 Delays Not Attributable to the Player or Other Person

Where there have been substantial delays in the hearing process or other aspects of Doping Control, and the Player or other Person can establish that such delays are not attributable to the Player or other Person, the IHF or the Disciplinary Panel, if applicable, may start the period of Ineligibility at an earlier date commencing as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. All competitive results achieved during the period of Ineligibility, including retroactive Ineligibility, shall be Disqualified.

10.13.2 Credit for Provisional Suspension or Period of Ineligibility Served

10.13.2.1 *If a Provisional Suspension is respected by the Player or other Person, then the Player or other Person shall receive a credit for such period of Provisional Suspension against any period of Ineligibility which may ultimately be imposed. If the Player or other Person does not respect a Provisional Suspension, then the Player or other Person shall receive no credit for any period of Provisional Suspension served. If a period of Ineligibility is served pursuant to a decision that is subsequently appealed, then the Player or other Person shall receive a credit for such period of Ineligibility served against any period of Ineligibility which may ultimately be imposed on appeal.*

10.13.2.2 *If a Player or other Person voluntarily accepts a Provisional Suspension in writing from the IHF and thereafter respects the Provisional Suspension, the Player or other Person shall receive a credit for such period of voluntary Provisional Suspension against any period of Ineligibility which may ultimately be imposed. A copy of the Player or other Person's voluntary acceptance of a Provisional Suspension shall be provided promptly to*

each party entitled to receive notice of an asserted anti-doping rule violation under Article 14.1.

10.13.2.3 No credit against a period of Ineligibility shall be given for any time period before the effective date of the Provisional Suspension or voluntary Provisional Suspension regardless of whether the Player elected not to compete or was suspended by a team. [...]

96. The relevant provisions applicable to the disqualification of individual results are set out in IHF ADR Articles 9 and 10.10:

ARTICLE 9 AUTOMATIC DISQUALIFICATION OF INDIVIDUAL RESULTS

An anti-doping rule violation in Individual Sports in connection with an In-Competition test automatically leads to Disqualification of the result obtained in that Competition with all resulting Consequences, including forfeiture of any medals, points and prizes.

ARTICLE 10 SANCTIONS ON INDIVIDUALS

10.10 *Disqualification of Results in Competitions Subsequent to Sample Collection or Commission of an Anti-Doping Rule Violation*

In addition to the automatic Disqualification of the results in the Competition which produced the positive Sample under Article 9, all other competitive results of the Player obtained from the date a positive Sample was collected (whether In-Competition or Out-of-Competition), or other anti-doping rule violation occurred, through the commencement of any Provisional Suspension or Ineligibility period, shall, unless fairness requires otherwise, be Disqualified with all of the resulting Consequences including forfeiture of any medals, points and prizes.

97. The provisions applicable to the disqualification of team results are set out in IHF ADR Article 11.2:

ARTICLE 11 CONSEQUENCES TO TEAMS

[...]

11.2 Consequences for Team Sports If more than two (2) members of a team in a Team Sport are found to have committed an antidoping rule violation during an Event Period, the ruling body of the Event shall impose an appropriate sanction on the team (e.g., loss of points, Disqualification from a Competition or Event, or other sanction) in addition to any Consequences imposed upon the individual Players committing the anti-doping rule violation.

98. The potential financial consequences are set out at IHF ADR Articles 10.12 and 12:

ARTICLE 10 SANCTIONS ON INDIVIDUALS

10.12 Financial Consequences

10.12.1 Where a Player or other Person commits an anti-doping rule violation, the IHF may, in its discretion and subject to the principle of proportionality, elect to (a) recover from the Player or other Person costs associated with the anti-doping rule violation,

regardless of the period of Ineligibility imposed and/or (b) fine the Player or other Person in an amount up to 1,000 Swiss Francs, only in cases where the maximum period of Ineligibility otherwise applicable has already been imposed.

10.12.2 The imposition of a financial sanction or the IHF's recovery of costs shall not be considered a basis for reducing the Ineligibility or other sanction which would otherwise be applicable under these Anti-Doping Rules.

ARTICLE 12 SANCTIONS BY THE IHF AGAINST OTHER SPORTING BODIES

When the IHF becomes aware that a National Federation or any other sporting body over which it has authority has failed to comply with, implement, uphold, and enforce these Anti-Doping Rules within that organisation's or body's area of competence, the IHF has the authority and may take the following additional disciplinary actions:

[...]

12.4 Oblige that organisation or body to reimburse the IHF for all costs (including but not limited to laboratory fees, hearing expenses and travel) related to a violation of these Anti-Doping Rules committed by a Player or other Person affiliated with that organisation or body.

VIII. ISSUES TO BE RESOLVED

99. The Player admits that he has committed an anti-doping rule violation under IHF ADR Article 2.1 as a result of the presence of exogenous testosterone in the urine sample collected from him on 26 January 2022. There is therefore no dispute that the IHF has discharged its burden of proving that the Player has committed an Article 2.1 violation. On that basis, it is not necessary for the Disciplinary Panel to consider the charge under IHF ADR Article 2.2 because it does not add anything.
100. Therefore, the only issue in dispute is the appropriate consequences to be applied as a result of the Player's Article 2.1 violation.

IX. WHAT CONSEQUENCES (IF ANY) APPLY?

101. Pursuant to IHF ADR Article 10.2.1, the period of ineligibility applicable for an Article 2.1 violation is four years where (as here) the anti-doping rule violation does not involve a Specified Substance, unless the Player can establish that the anti-doping rule violation was not 'intentional'.
102. Pursuant to IHF ADR Article 10.2.3, *'the term "intentional" is meant to identify those Players or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk'.*
103. IHF ADR Article 10.2 does not expressly state whether a Player must prove the source of the prohibited substance found in his sample in order to establish that his violation was not 'intentional'. However, the comment to IHF ADR Article 10.2.1.1 states that *'[w]hile it is theoretically possible for a Player or other Person to establish that the anti-doping rule violation was not intentional without showing how the Prohibited Substance entered one's system, it is highly unlikely that in a doping case under Article 2.1 a Player will be successful in proving that the Player acted unintentionally without establishing the source of the Prohibited Substance'.*

104. Consistent with that, some CAS panels have held that in certain rare and exceptional circumstances, an athlete might establish that his violation was not 'intentional' even if he cannot prove source (CAS 2016/A/4676, para 72; and CAS 2016/A/4628, para 136). However, even those cases recognise that proof of source is an *'important and even critical first step in any exculpation of intent'* (CAS 2016/A/4628, para 136).
105. In the Disciplinary Panel's view, based on the above case law, proving source is critical to proving lack of intent. Further, in its view, for an athlete to fall into the rare and exceptional category of cases where proof of source might not be strictly required to establish that a violation was not 'intentional', there would need to be at least some objective evidence and factual circumstances supporting the athlete's position.

Source

106. The Player has explained that he was prescribed testosterone enanthate injections to treat erectile dysfunction/fertility issues. The ITA does not dispute that exogenous testosterone can serve to treat fertility issues.
107. In support of his explanation, the Player provided a medical report and prescription in original Arabic and English translation versions, apparently signed and stamped by the treating doctor. The ITA did not challenge the authenticity of those documents, and (on their face) they appear to be genuine.
108. During his testimony at the hearing, when questioned about his use of the testosterone enanthate injections, the Player stated that he was not administered injections as directed in the medical report and prescription (i.e. one injection weekly for 16 weeks) and that instead he received only two injections roughly three to four weeks apart, one prior to and one after a training camp during which Saudi Arabia played international friendly matches. The Player was not able to confirm the dates when he received the injections. However, after the hearing, the Disciplinary Panel requested that the Player confirm the location and dates of the training camp that he referred to in his testimony, with supporting documentation. The Player provided two letters (dated 8 November and 13 December 2021 respectively and apparently signed by representatives of the Saudi Arabian Handball Federation) indicating that the training camp and international friendly matches took place in Saudi Arabia from 20 November 2021 to 21 December 2021. Therefore, based on his testimony, the Player received the first injection in early or mid-November 2021 and received the second injection after 21 December 2021 and prior to the AAF on 26 January 2022.
109. In its written submissions, and on the assumption that the Player had received testosterone enanthate injections until November 2021, the ITA did not dispute source, but reserved the right to comment further if additional information was provided by the Player or if the Disciplinary Panel wished to further discuss source. At the hearing, the ITA indicated that it could no longer accept source due to insufficient information. However, the ITA provided no evidence to indicate that the Player's explanation was factually or scientifically implausible.
110. Neither party addressed the half-life or excretion rate of testosterone enanthate. However, it is not disputed that testosterone enanthate administered via intramuscular injection can be detected for a prolonged period in anti-doping tests.
111. Based on the information provided by the Player at (and subsequent to) the hearing, the Disciplinary Panel accepts the Player's evidence that he received a second injection of testosterone enanthate after the conclusion of the training camp and international friendly

matches in Saudi Arabia. In such circumstances, and based on the above, the Disciplinary Panel considers that the Player's AAF was more likely than not the result of the testosterone enanthate injections prescribed to him by a doctor to treat erectile dysfunction/fertility issues. The Player has therefore met his burden of proving source.

Intent

112. The parties are in dispute regarding whether the Player succeeds in rebutting the presumption that his anti-doping rule violation was committed intentionally. The burden of proof in establishing that the anti-doping rule violation was not committed intentionally lies with the Player.
113. The definition of 'intentional' under IHF ADR Article 10.2.3 has two limbs. A violation will be considered 'intentional' in circumstances where the athlete engages in conduct that they either (i) knew constituted an anti-doping rule violation, or (ii) knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk. The second limb is generally referred to as 'indirect intent' in CAS case law, and it has two elements, namely (a) the athlete knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation, and (b) manifestly disregarded that risk (CAS 2016/A/4609).
114. The ITA submits that this case falls under limb (ii). In particular, the ITA submits that the Player must have been aware of a significant risk because that is inherent with medications and athletes are subject to a heightened duty of care when dealing with medications because they are more likely to contain a banned substance. Further, the ITA asserts that the Player was 'reckless' and manifestly disregarded that risk because *'he neglected all basic steps and accepted the manifest risk that the medication that was prescribed and injected would indeed contain a prohibited substance and result in an ADRV'*.
115. The Player in turn submits that neither limb applies because he did not know that medications prescribed in a non-sporting context could contain prohibited substances, he did not know that the medication he was administered contained testosterone (and in any event he would not have known testosterone was banned), and had he known any of this he would never have used the medication.
116. The Disciplinary Panel starts with the first element of 'indirect intent', i.e. whether the Player knew that there was a significant risk that his conduct might constitute or result in an anti-doping rule violation.
117. Consistent CAS case law confirms that there is an inherent significant risk that medications may contain prohibited substances (see e.g. CAS 2020/A/7536, para 88; CAS 2016/A/4609, para 68). This is particularly the case where (as here) the relevant medication is taken by intramuscular injection, as there can be no argument of inadvertent administration (CAS 2016/A/4609, para 68).
118. There is a dispute about the Player's anti-doping education, in particular whether or not he personally completed a WADA ADEL course for which a certificate was issued in his name in November 2018. The Disciplinary Panel considers that it is not necessary to resolve the conflicting evidence because even if the Player did not personally attend that course, it does not make any difference to the outcome. The Player had over 16 years' experience participating in international handball, had been drug tested on a prior occasion, and had previously discussed his anti-doping obligations with other players and his club's medical staff. He was at

least aware that he could be tested and so needed to check what he ingested or was administered. In any event, an athlete competing in international sport cannot claim ignorance of all anti-doping obligations because athletes have a duty '[t]o be knowledgeable of and comply with [the IHF ADR]' (IHF ADR Article 20.1) and '[t]o take responsibility, in the context of anti-doping, for what they ingest and Use' (IHF ADR Article 20.3). Even if the Saudi Arabian Handball Federation failed in its duties to conduct anti-doping education in coordination with its NADO (IHF ADR Article 18.8), the ultimate responsibility rests with the Player to inform himself of his anti-doping obligations.

119. The Player knew or at least should have known that the injections he received contained testosterone, based on the prescription and product packaging. In any event, given his understanding that he could not use any prohibited substances, that medications contain drugs, and that the injections he was administered clearly had therapeutic effects, he had to know that receiving an intramuscular injection carries a significant risk of an anti-doping rule violation. His suggestion that he thought there was no risk because the medical treatment was not connected to sport is not tenable.
120. Based on the above, the Disciplinary Panel concludes that it is more likely than not that the Player knew that there was a significant risk that his conduct might constitute or result in an anti-doping rule violation.
121. The Disciplinary Panel now turns to the second element of 'indirect intent', i.e. whether the Player manifestly disregarded the significant risk.
122. It is not disputed that the Player did not take any precautions in relation to his use of testosterone injections. In particular, he did not (i) inform his treating doctor that he is an athlete or that he is subject to anti-doping rules, (ii) read the medical prescription that was given to him or ask his treating doctor or the pharmacist dispensing the medication what he was being prescribed, (iii) check the medication ingredients list or product packaging, (iv) carry out any internet research regarding the medication he was prescribed, (v) check the WADA Prohibited List (in fact he indicated that he had never read it because it is not available in Arabic, but that is not the case as it has been translated into Arabic on the Saudi Arabian NADO website), (vi) inform his club's medical staff about the medication or otherwise seek any assistance from them or the national team's medical staff, or (vii) request any assistance from his national federation or NADO.
123. As set out in CAS case law, *'it suffices to qualify the athlete's behaviour as intentional if the latter acts with indirect intent only, ie if the athlete's behaviour is primarily focused on one result, but in case a collateral result materializes, the latter would equally be accepted by the athlete. If – figuratively speaking – an athlete runs into a “minefield” ignoring all stop signs along his way, he may well have the primary intention of getting through the “minefield” unharmed. However, an athlete acting in such (reckless) manner somehow accepts that a certain result (ie adverse analytical finding) may materialize and therefore acts with (indirect) intent'* (CAS 2012/A/2822, para 8.23; CAS 2020/A/7536, para 93).
124. Even if the Player was not specifically aware that the medication contained a prohibited substance, the risk it might do so was so obvious that taking it without checking amounts to wilful blindness, and so to indirect intent. Similarly to CAS 2016/A/4609, para 78, the Player's behaviour in this matter *'was not only extremely negligent, but indeed reckless, and failed to comply with his duties as an athlete subjected to anti-doping testing. The Player neglected all stop signs and accepted the manifest risk that the medication that was prescribed and injected would indeed contain a prohibited substance and result in an anti-doping rule violation'*.

125. Consequently, the Disciplinary Panel concludes that the Player manifestly disregarded the significant risk that the medication prescribed to him would result in an anti-doping rule violation and, as a result, committed the anti-doping rule violation with 'indirect intent'.
126. The Disciplinary Panel has empathy for the Player's medical situation and appreciates the sensitive nature of it, but the fact remains that the Player should have perceived a high level of risk in using the medication and does not have an acceptable excuse for his failure to do anything to inform himself of, and to discharge, his anti-doping responsibilities.
127. While the Disciplinary Panel is sympathetic to the Player's position that the resulting sanction of a four-year period of ineligibility appears harsh if the use of the medication was indeed solely aimed at treating fertility issues, the rules are designed to impose substantial requirements on athletes in order to protect the integrity of the sport, and do not permit another outcome based on the circumstances of this case.
128. The Player's conduct is therefore to be considered 'intentional' within the meaning of IHF ADR Article 10.2.3.

Period of ineligibility

129. Given the findings above, a four-year period of ineligibility applies pursuant to IHF ADR Article 10.2.1.
130. There are no grounds for reduction of that period of ineligibility under IHF ADR Article 10.8.1 because the Player declined to accede to the consequences proposed by the ITA within 20 days of receiving the notice of charge. There is also no other basis for mitigation of the period of ineligibility under any other provision in the IHF ADR, based on the facts in issue. In particular, given the findings above on intent, the Player cannot maintain a plea for mitigation under IHF ADR Article 10.5 (No Fault or Negligence) or Article 10.6 (No Significant Fault or Negligence). In this regard, the Disciplinary Panel notes the comment to IHF ADR Article 10.6.2 stating that *'Article 10.6.2 may be applied to any anti-doping rule violation except those Articles where intent is an element of the anti-doping rule violation [...] or an element of a particular sanction [...]'*. Further, there is no suggestion by either party that the Player has provided Substantial Assistance and therefore IHF ADR Article 10.7.1 does not apply.
131. The ITA has not alleged any Aggravating Circumstances, and so there is also no basis to increase the four-year period of ineligibility (IHF ADR Article 10.4).
132. According to IHF ADR Article 10.13, the period of ineligibility ordinarily starts from the date of the final decision imposing a period of ineligibility. However, the Player is entitled to credit for the provisional suspension that he has served since 22 April 2022, in accordance with IHF ADR Article 10.13.2.
133. As a consequence, the period of ineligibility will be deemed to begin for the Player on 22 April 2022 and will expire four years later, i.e. at midnight on 21 April 2026. During this period of ineligibility, the Player must comply with IHF ADR Article 10.14.

Disqualification of results

134. The results achieved by the Player at the Event are automatically disqualified, with all resulting consequences, including forfeiture of any medals, points, and prizes, in accordance with IHF ADR Article 9.

135. Further, any competitive results achieved by the Player from the date of sample collection through to the commencement of his provisional suspension shall also be disqualified pursuant to IHF ADR Article 10.10.
136. The results obtained by the Player's team at the Event do not fall to be disqualified because IHF ADR Article 11.2 applies only if more than two members of the team are found to have committed an anti-doping rule violation during the Event Period, which is not the case here.

Financial consequences and costs

137. The ITA requests that the Disciplinary Panel impose a fine on the Player in the amount of CHF 1,000 and order him to pay the costs associated with these proceedings in an amount to be determined by the Disciplinary Panel, in accordance with IHF ADR Article 10.12. The ITA also indicated that it reserved the right to seek reimbursement of the translation fees from the Saudi Arabia Handball Federation pursuant to IHF ADR Article 12.4.
138. The Player has not made any submission as to financial consequences but has indicated that he has limited financial means and requested leniency in relation to the imposition of any sanctions for his violation.
139. Given that the maximum period of ineligibility otherwise applicable has been imposed (IHF ADR Article 10.12.1) and the findings against the Player in this matter (in particular, that he took no precautions to prevent the violation in issue), but equally considering the Player's circumstances, the Disciplinary Panel considers it appropriate and proportionate for the Player to pay to the IHF a fine of CHF 500. In addition, given the outcome of these proceedings, the Disciplinary Panel considers it appropriate and proportionate for the Player to pay to the IHF a contribution towards the costs associated with the anti-doping rule violation in the amount of CHF 1,000.
140. Subject to the above, each party bears their own legal costs and expenses in relation to this matter.
141. The Disciplinary Panel is not in a position to order costs against the Saudi Arabia Handball Federation as it is not a party to these proceedings. However, that does not preclude the IHF from seeking reimbursement of relevant costs from the Saudi Arabia Handball Federation under IHF Article 12.4.

X. AWARD

For the reasons set out above, the Disciplinary Panel decides as follows:

1. The Disciplinary Panel has jurisdiction to adjudicate this matter.
2. The Player has committed an anti-doping rule violation under IHF ADR Article 2.1 due to the presence of exogenous testosterone in the urine sample collected from him on 26 January 2022 at the Event.
3. A period of ineligibility of four years is imposed on the Player, starting on 22 April 2022 and expiring at midnight on 21 April 2026. During his period of ineligibility, the Player must comply with IHF ADR Article 10.14.
4. The results achieved by the Player at the Event are automatically disqualified, with all resulting consequences, including forfeiture of any medals, points, and prizes, in accordance with IHF ADR Article 9.

5. Any competitive results achieved by the Player from the date of sample collection through to the commencement of his provisional suspension are also disqualified pursuant to IHF ADR Article 10.10.
6. Any forfeited prize money recovered by the IHF must be managed in accordance with IHF ADR Article 10.11.
7. Pursuant to IHF ADR Article 10.12, the Player must pay the following to the IHF: (i) a fine of CHF 500, and (ii) a contribution towards the costs associated with the anti-doping rule violation in the amount of CHF 1,000.
8. Subject to the above, the parties each bear their own legal costs and expenses in relation to these proceedings.
9. All other and further claims or prayers for relief are dismissed.

XI. RIGHTS OF APPEAL AND NOTIFICATION

142. This decision may be appealed to the Court of Arbitration for Sport (CAS), located at Château de Béthusy, Avenue de Beaumont 2, CH-1012 Lausanne, Switzerland (procedures@tas-cas.org), in accordance with IHF ADR Article 13.2.1. In accordance with IHF ADR Article 13.6.1, the parties have 21 days from receipt of this decision to file an appeal with the CAS. WADA and the National Anti-Doping Organisation in Saudi Arabia (the Saudi Anti-Doping Committee) also have a right to appeal in accordance with IHF ADR Articles 13.2.3.1 and 13.6.
143. This decision is being notified to the IHF, the ITA, and the Player. The IHF must send a copy of this decision to the Saudi Anti-Doping Committee and WADA, in accordance with IHF ADR Article 8.3.4. Subject to any requests by the parties for redaction of sensitive personal information, the IHF must also publish this decision in accordance with IHF ADR Articles 8.3.4 and 14.3.2.

Seat: Basel, Switzerland

Date: 26 May 2023



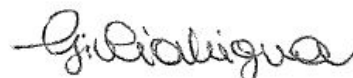
Lauren Pagé

Chair of the Disciplinary Panel



Dr Lucienne Attard

Member of the Disciplinary Panel



Giulia Vigna

Member of the Disciplinary Panel