

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE ANTI-DOPING RULES OF
WORLD ATHLETICS**

Before:

Mr Nick De Marco KC (Sole Arbitrator)

BETWEEN:

WORLD ATHLETICS

Anti-Doping Organisation

and

AHMED SABER MOHAMED BAKRY

Athlete

DECISION OF THE DISCIPLINARY TRIBUNAL

1. Following a hearing before Mr De Marco KC sitting as Sole Arbitrator of the Disciplinary Tribunal in this matter (the “**Panel**”) held by video conference facilities on 24 October 2023, and after receiving written and oral submissions of the parties represented by counsel, and following the Operative Award given in this matter on 31 October 2023, the following are the written reasons for the Panel’s Decision:

THE INDEPENDENT EXPERTS

I. THE PARTIES

2. The Athletics Integrity Unit (the “**AIU**”) brought the case on behalf of World Athletics. It was represented before the Panel by Mr Tony Jackson, Deputy Head of Case Management of the AIU. The Respondent, Mr Ahmed Saber Mohamed Bakry (the “**Athlete**”), is a 38-year-old long-distance runner from Egypt and is an International-Level Athlete for the purposes of the World Athletics Anti-Doping Rules. He has competed in various national and international competitions since 2003. He was represented before the Panel by Mr Islam Hisham and Ms Shimaa El-Daly of Sports & Justice in Cairo.

II. JURISDICTION

3. The applicable rules are the 2021 World Athletics Anti-Doping Rules (“**ADR**”). The Athlete has competed regularly in competitions organised by World Athletics and does not challenge the jurisdiction of the Disciplinary Tribunal to hear his case. I was appointed on 5 June 2023, by the Chair of the Disciplinary Tribunal, as Sole Arbitrator to determine this matter, and both parties consented to (i) the matter being dealt with by way of a Sole Arbitrator and (ii) my appointment. In the circumstances the Panel has jurisdiction to determine this matter.

III. FACTUAL BACKGROUND

4. The following is a brief chronology of the factual background:
 - 4.1. On 20 November 2021, the Athlete provided a Sample In-Competition at the ‘Gulf Bank 642 Marathon’ held in Kuwait City, Kuwait (the “**Competition**”).
 - 4.2. On 16 January 2022, the World Anti-Doping Agency (“**WADA**”) accredited laboratory in Doha, Qatar, confirmed that analysis of the Sample had resulted in an Adverse Analytical Finding for the presence of Dexamethasone at an estimated concentration of 330ng/mL.

- 4.3. On 28 January 2022, the AIU requested the Athlete's preliminary explanation for the presence of Dexamethasone in the Sample.
- 4.4. On 13 February 2022, the Athlete provided his explanation via his representative indicating that he had been prescribed Dexamethasone to treat an injury and had received weekly injections for a period of six (6) weeks, including an injection on the evening of 19 November 2021, before the Competition.
- 4.5. On 21 February 2022, the AIU issued the Athlete with a Notice of Allegation of an Anti-Doping Rule Violation ("**ADRV**") and requested his detailed explanation for the Dexamethasone found in his Sample.
- 4.6. Following the AIU's review of the Athlete's explanation, he was advised that he might be eligible to apply for a retroactive Therapeutic Use Exemption ("**r-TUE**") and, on 11 April 2022, the Athlete applied for a r-TUE to the World Athletics Therapeutic Use Exemption Committee ("**WATUEC**").
- 4.7. On 9 June 2022, the AIU wrote to the Athlete confirming that the WATUEC had granted his application for an r-TUE and, on 13 June 2022, the AIU wrote to the Athlete stating that no ADRV would be brought forward at that stage on the basis of the r-TUE being granted.
- 4.8. On 14 July 2022, WADA wrote to the Athlete (copying the AIU) noting that it had decided to review the r-TUE granted by the WATUEC in accordance with Rule 4.4.6 of the World Anti-Doping Code (the "**Code**").
- 4.9. On 31 October 2022, WADA wrote to the Athlete and the AIU confirming that the WADA Therapeutic Use Exemption Committee ("**WADA TUEC**") had decided to reverse the decision of the WATUEC to grant the r-TUE and that the r-TUE was no longer valid.
- 4.10. On 6 December 2022, the AIU wrote to the Athlete confirming that it considered him to have committed an ADRV pursuant to Rule 2.1 of the ADR and invited him to provide the AIU with any explanation or submission addressing (i) why he may have acted with No Significant Fault or Negligence and (ii) his level of Fault.

- 4.11. On 25 December 2022, the AIU received the Athlete's response.
- 4.12. On 19 May 2023, the AIU issued the Athlete with a Notice of Charge, which charged him with an ADRV pursuant to Rule 2.1 ADR and informed him of the Consequences that the AIU would seek in his case. A Provisional Suspension was also imposed on the Athlete on the same date.
- 4.13. The Athlete filed a response to the Notice of Charge on 30 August 2023. He argued that the ADRV was not intentional, that the ADRV was committed with No Fault or Negligence or, alternatively, with No Significant Fault or Negligence, such that the period of Ineligibility to be imposed upon him should be at a minimum, a reprimand and no period of Ineligibility, or alternatively, a maximum of two (2) months.

IV. THE RELEVANT ANTI-DOPING RULES

5. As there is no dispute by the Athlete that he committed an ADRV, the sole matter before the Panel is what period of Ineligibility (if any) should be imposed. This involves an analysis of the following questions (i) whether the ADRV was intentional, (ii) whether it was committed with No Fault or Negligence, (iii) whether it was committed with No Significant Fault or Negligence and (iv) whether the period of Ineligibility should be reduced for any other reason. The following parts of the ADR are relevant.
6. Rule 2.1 ADR provides that the Presence of a Prohibited Substance in the Athlete's Sample constitutes an ADRV and it is not necessary for the AIU to demonstrate intent, Fault, Negligence or knowing Use by the Athlete.
7. According to the WADA 2021 Prohibited List, Dexamethasone is a Specified Substance that is prohibited In-Competition.
8. Rules 10.2.1 and 10.2.2 ADR provide that the mandatory period of Ineligibility for an ADRV pursuant to Rule 2.1 involving a Specified Substance shall be a period of two (2) years, unless the AIU can establish that the ADRV was intentional:

"10.2.1 Save where Rule 10.2.4 applies, the period of Ineligibility will be four years where:

[...]

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

10.2.2 If Rule 10.2.1 does not apply, then (subject to Rule 10.2.4(a)) the period of Ineligibility will be two years.

10.2.3 As used in Rule 10.2, the term 'intentional' is meant to identify those Athletes or other Persons who engage in conduct that 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. [...]"

9. Rule 10.5 ADR provides that a period of Ineligibility shall be eliminated if the Athlete establishes that they bear No Fault or Negligence for the ADRV:

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

If an Athlete or other Person establishes in an individual case that they bear No Fault or Negligence for the anti-doping rule violation(s) alleged against them, the otherwise applicable period of Ineligibility will be eliminated.”

10. No Fault or Negligence is defined as follows:

“No Fault or Negligence: *The Athlete or other Person’s establishing that they did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that they 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 Athlete, for any violation of Rule 2.1, the Athlete must also establish how the Prohibited Substance entered their system.”*

11. If the Athlete is unable to establish No Fault or Negligence for the ADRV, they may still benefit from a reduction of the period of Ineligibility where they are able to establish No Significant Fault or Negligence. Rule 10.6.1(a) ADR (relating to Specified Substances such as Dexamethasone) provides for a reduction in the period of Ineligibility between a reprimand and no period of Ineligibility, and two (2) years, if the Athlete can establish No Significant Fault or Negligence:

“10.6.1 Reduction of sanctions in particular circumstances for violations of Rule 2.1, 2.2 or 2.6

All reductions under 10.6.1 are mutually exclusive and not cumulative.

(a) Specified Substances or Specified Methods

Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Athlete or other Person can establish that they bear No Significant Fault or Negligence for the anti-doping rule violation(s) alleged against them, then the period of Ineligibility will be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years of Ineligibility, depending on the Athlete’s or other Person’s degree of Fault.”

12. No Significant Fault or Negligence is defined as follows:

*“**No Significant Fault or Negligence:** The Athlete 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 relation to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Athlete, for any violation of Rule 2.1, the Athlete must also establish how the Prohibited Substance entered their system.”*

13. Where the Athlete can demonstrate No Significant Fault or Negligence the reduction in the period of Ineligibility will be determined based on the Athlete’s level of Fault. Fault is defined as follows:

*“**Fault:** Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete’s or other Person’s degree of Fault include, for example, the Athlete’s or other Person’s experience, whether the Athlete or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete’s or other Person’s degree of Fault, the circumstances considered must be specific and relevant to explain the Athlete’s or other Person’s departure from the expected standard of behaviour. Thus, for example, the fact that an Athlete would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Athlete only has a short time left in a career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Rule 10.6.1 or 10.6.2.”*

14. Rule 10.13.1 ADR provides that any period of Ineligibility may be reduced as a result of delays that are not attributable to the Athlete:

“10.13.1 Delays not attributable to the Athlete or other Person

Where there have been substantial delays in the hearing process or other aspects of Doping Control, and the Athlete or other Person can establish that such delays are not attributable to him/her, the body imposing the sanction 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, will be Disqualified.”

15. Rule 10.13.2 ADR provides that in assessing the period of Ineligibility, credit should be given to any period of time the Athlete served a Provisional Suspension:

“10.13.2 Credit for Provisional Suspension or period of Ineligibility served:

(a) If a Provisional Suspension is respected by the Athlete or other Person, then the Athlete or other Person will receive a credit for such period of Provisional Suspension against any period of Ineligibility that may ultimately be imposed. If the Athlete or other Person does not respect a Provisional Suspension, they will 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, the Athlete or other Person will receive a credit for such period of Ineligibility served against any period of Ineligibility that may ultimately be imposed on appeal.”

V. THE PARTIES' SUBMISSIONS

16. Both parties provided detailed written and oral submissions, for which the Panel is most grateful. The Panel wishes to record its thanks to Mr Jackson representing the AIU and Mr Hisham and Ms El-Daly representing the Athlete for the clarity of their submissions and for their co-operation in the manner in which they presented their cases. Special thanks must be recorded to Mr Hisham and Ms El-Daly who acted for the Athlete on a pro bono basis, as the Athlete would have otherwise been unable to have legal representation without their services. The Athlete did not speak English, and a translator attended the hearing so that

he was able to understand the proceedings and answer questions put to him. Thanks are also recorded to the translator.

17. The following is a summary of the parties' submissions. The Panel carefully considered the totality of their written and oral submissions, and any failure to record within the below summary a particular argument ought not be taken as an indication that such argument was not considered.

The AIU's case

18. The AIU accepted that the source of the Dexamethasone in the Athlete's Sample on 20 November 2021 was a Dexamethasone injection that was administered to him at 9pm on 19 November 2021. It further accepted that the injection had been administered for therapeutic purposes and that the ADRV was not intentional.

19. The AIU reminded the Panel that a reduction for No Fault or Negligence will apply only in "exceptional circumstances" (see the Comment to Rule 10.5 on the ADR). To establish No Fault or Negligence, the Athlete must demonstrate that he did not know or suspect, and could not have reasonably known or suspected, even with the exercise of utmost caution, that he had Used or been Administered Dexamethasone. The AIU submitted he could not establish he had exercised utmost caution, or that any exceptional circumstances applied.

20. The Athlete's explanation was that he had told doctors and pharmacists who administered him with Dexamethasone that he was not allowed to take Prohibited Substances, and that he was assured that he was able to take Dexamethasone. Although Mr Jackson challenged the Athlete's evidence about this in cross-examination, he agreed with the Panel that it was able to find the Athlete's explanation was true.

21. However, the AIU submitted that the Athlete cannot rely on the fact that doctors or pharmacists he chose to consult had not warned him of the presence of a Prohibited Substance – it was his duty to check himself. This was made clear by the Comment to Rule 10.5 ADR:

"No Fault or Negligence would not apply in the following circumstances: [...] (b) the Administration of a Prohibited Substance by the Athlete's personal physician or trainer without

disclosure to the Athlete (Athletes are responsible for their choice of medical personnel and for advising medical personnel that they cannot be given any Prohibited Substance); [...]

22. In any event, the AIU Argued that the Athlete came nowhere near demonstrating the kind of exceptional circumstances required for Rule 10.5 ADR to apply and could not say he had *“left no reasonable stone unturned before his (repeated) ingestion of Dexamethasone to be found to have acted with the ‘utmost caution’ required of him for No Fault or Negligence to be applied in his case”* given that he had not taken any steps at all, himself, to check whether Dexamethasone was a Prohibited Substance.
23. As to No Significant Fault or Negligence, the AIU submitted that the Athlete’s departure from his duty to act with utmost caution to ensure that no Prohibited Substance entered his system was *“clearly significant”* and that he *“did nothing at all and exercised no level of care or caution whatsoever”*, such that he should not benefit from any reduction in the period of Ineligibility. In particular:
- 23.1. The Athlete was an experienced athlete who had competed for many years and been subject, on his own case, to doping tests at least 25-30 times.
- 23.2. Dexamethasone was listed clearly (twice) on the packaging of the medicine (in English). The Athlete did not check to see whether it was a Prohibited Substance, he conducted no enquiries whatsoever.
- 23.3. The Athlete could not rely on doctors and pharmacists who administered him with Dexamethasone failing to warn him of the presence of Prohibited Substances. Athletes are fixed with not only their own acts and omissions, but also with those to whom they effectively delegate/devolve their anti-doping responsibilities. The *“prescription of a particular medicinal product by the athlete’s doctor does not excuse the athlete from investigating to their fullest extent that the medication does not contain prohibited substances”* (CAS 2016/A/4609, WADA v. Indian National Anti-Doping Agency & Dane Pereira, para. 76, referring to CAS 2008/A/1488).
- 23.4. The Athlete had relied blindly on the advice of several medical practitioners without exercising any due care or diligence on his own part to check whether what he was

prescribed and what he was ingesting contained a Prohibited Substance. This constituted a significant level of Fault or Negligence on the part of the Athlete.

24. The AIU's primary case was therefore that the Athlete was unable to demonstrate that he had committed No Significant Fault or Negligence, and there should be no reduction to the period of Ineligibility. However, in the alternative, if the Panel was to find that the Athlete was able to demonstrate No Significant Fault or Negligence then, applying the approach of the CAS Tribunal in CAS 2013/A/3327 & 3335 Marin Cilic v. International Tennis Federation and CAS 2017/A/5301 & 5302 Sara Errani v. ITF, it should find that the "degree of Fault" was within the "normal" and not the "light" range, such that the period of Ineligibility should be within the range 12 months - 24 months, with a standard normal degree leading to a period of 18 months. The AIU argued that even within this range, the Panel should find the Athlete's degree of Fault was at the "upper end" and should not impose a period of Ineligibility of less than 18 months.
25. The AIU accepted that the Athlete ought to be given credit for the period of the Provisional Suspension he had served from 19 May 2023 pursuant to Rule 10.13.2 ADR. In addition, in answer to a question from the Panel, the AIU accepted that due to the circumstances surrounding the granting and subsequent revocation of the r-TUE in this case, the Panel was entitled to find that there had been "*substantial delays in the hearing process or other aspects of Doping Control*" for reasons not attributable to the Athlete for the purposes of Rule 10.13.1 ADR.
26. The AIU requested the following relief:
- 26.1. to rule that the Athlete shall be subject to a period of Ineligibility of two (2) years on the basis of Rule 10.2.2 ADR;
 - 26.2. to find that the Athlete cannot benefit from any reduction in the period of Ineligibility in accordance with Rule 10.5 ADR for No Fault or Negligence;
 - 26.3. to find that the Athlete's level of Fault or Negligence was significant and rule that the Athlete cannot therefore benefit from any reduction in the period of Ineligibility pursuant to Rule 10.6 ADR for No Significant Fault or Negligence;

- 26.4. to give credit for the period of Provisional Suspension imposed on the Athlete from 19 May 2023 until the date of the Tribunal's Award against the total period of Ineligibility imposed, provided that it has been effectively served by the Athlete; and
- 26.5. to order the disqualification of any results obtained by the Athlete between 20 November 2021 and 19 May 2023 with all resulting consequences including the forfeiture of any titles, awards, medals, points and prize and appearance money pursuant to Rule 10.10 ADR.

The Athlete's case

27. The Athlete gave oral evidence before the Panel with the assistance of a translator. The Panel found him to be a genuine and credible witness, who was visibly distressed by the proceedings and the impact of them on his career, which was near its end. The AIU did not seriously challenge his credibility.

28. The Athlete's case can be summarised thus:

- 28.1. Dispute having competed for many years: he should not be compared to an elite professional athlete. He worked many other jobs. His primary employment was working as a security guard at the airport. Competing as an Athlete had, at times provided him with some limited additional income, but he had struggled to ever make a professional career out of athletics.
- 28.2. He did not speak or read English. His level of education generally was not high, at pre-university level.
- 28.3. His level of education in doping matters was minimal or non-existent. He claimed the level of doping education and awareness in Egypt was very low.
- 28.4. He did not know how to use computers, the internet or search engines like "Google", though he did use a mobile phone and the "Facebook" app with its messenger service. When he needed to perform any task that involved use of a computer/the internet, he had to ask a friend of his to do it for him, for example in completing his doping Whereabouts submissions.

- 28.5. He had told the doctor who first administered the Dexamethasone that he was an Athlete and that he was not to be given any substances that would violate anti-doping rules.
- 28.6. He had also asked at least two doctors and one pharmacist in Kuwait, each of whom had administered him with Dexamethasone, to be sure that he was permitted to use Dexamethasone without breaking anti-doping rules.
29. Those representing the Athlete were at pains to stress that his ADRV was non-intentional, that he honestly believed he was taking a substance that was not prohibited, and he was taking it for genuine therapeutic reasons. None of that was seriously challenged by the AIU, and the Panel accepted the Athlete's case in this regard. The question was whether he had taken sufficient steps to be entitled to any reduction in the sanction that applied for non-intentional use.
30. In answer to the question, why did he not make his own further checks before taking the substance, it was submitted that he did not and could not have reasonably understood he had to do so when a number of medical professionals, who were all more knowledgeable than he was on the subject, had all assured him he was able to be administered Dexamethasone.
31. In the circumstances, the Athlete asked the Panel to find the ADRV was committed with No Fault or Negligence, alternatively No Significant Fault or Negligence. The Athlete accepted that the Panel should disqualify his results between 20 November 2021 and 19 May 2023 with all resulting consequences including the forfeiture of any titles, awards, medals, points and prize and appearance money pursuant to Rule 10.10 ADR.

VI. ANALYSIS.

32. As set out above, as there is no dispute by the Athlete that he committed an ADRV, the sole matter before the Panel is the period of Ineligibility and this involves an analysis of (i) whether the ADRV was intentional, (ii) whether it was committed with No Fault or Negligence, (iii) whether it was committed with No Significant Fault or Negligence and (iv) whether the period of Ineligibility should be reduced for any other reason.

(i) Intention

33. The AIU had accepted that the Athletes ADRV was not intentional in this case. As the burden is on the AIU to prove intention in this case, and given the circumstances in which it was accepted the Athlete was administered with Dexamethasone, and his evidence, which I accept, intention cannot be established. The starting point, therefore is that, subject to any reduction for No Fault or Negligence or No Significant Fault or Negligence, the Athlete must be subject to a period of Ineligibility of two years.

(ii) No Fault or Negligence

34. I accept the submission of the AIU that the Athlete cannot establish No Fault or Negligence in this case:

34.1. First, I take note of the Comment to Rule 10.5 ADR: reliance on advice from a medical professional chosen by the Athlete, without doing more can, according to that comment (which I must take into consideration when interpreting the Rules) never be sufficient to establish No Fault or Negligence.

34.2. Second, there is nothing particularly “*exceptional*” about the Athlete’s case when one compares the other rare cases in which No Fault or Negligence has been established; the Athlete in this case comes nowhere near establishing exceptional facts.

34.3. Third, the Athlete cannot establish he took “*utmost caution*”. Apart from reliance on medical professional, he took no steps at all to check whether or not he was taking a Prohibited Substance.

(iii) No Significant Fault or Negligence

35. As to No Significant Fault or Negligence, this case is more finely balanced:

35.1. On the one hand, I accept that in many cases the conduct of an Athlete who takes no independent steps to check the advice he has received from a medical professional

would put them at significant fault, and indeed may even be so reckless as to establish intention – see, e.g. CAS 2016/A/4609 WADA v. NADA India & Dane Pereira.

35.2. However, in considering (as I must) the “*totality of the circumstances*” and the degree of Fault I must (according to the definition of Fault in the ADR) consider “*the Athlete’s [...] experience [...] special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk*”.

35.3. I considered the fact that the Athlete was not an elite professional Athlete as relevant. In particular, I considered the Athlete’s level of education, ability to speak or understand English, proficiency to use computers and the internet and ability to conduct his own searches for words he did not understand, as well as his understanding of anti-doping rules all to be relevant to his experience, impairment and degree of risk that he should have perceived.

35.4. In addition, there is a difference between an Athlete relying on what he has been told by one medical professional and what he has been told (if consistent) by a number of medical professionals. As the AIU accepted, I am entitled to rely on the fact that the Athlete relied on the advice of a number of (and not just one) medical professionals in considering the degree of Fault.

36. Considering all of these factors together, in the circumstances of this case I do find the Athlete has (but only just) been able to establish No Significant Fault or Negligence. However, his degree of Fault is clearly within the “*standard*” and not the “*light*” range. As such I find that the period of Ineligibility should be for 18 months.

(iv) Further reduction and credit

37. I next considered whether the Athlete could benefit from any reduction to the period of Ineligibility (18 months) as a result of substantial delays in the hearing process or other aspects of Doping Control for reasons not attributable to him pursuant to Rule 10.13.1 ADR. As set out above, the AIU accepted that I was able to take into account the circumstances surrounding the granting and subsequent revocation of the r-TUE in this case in this regard.

Here, following the Athlete's explanation for the ADRV, the AIU encouraged the Athlete to apply for an r-TUE. He did so and it was granted, meaning, of course, that these proceedings were substantially delayed. It was only after WADA challenged and subsequently revoked the r-TUE that the Athlete was charged. The doping test in this case took place on 20 November 2021, but the Athlete was not charged until 19 May 2023, some 18 months later. Much of that period may have arisen for normal reasons in anti-doping cases but, in my view, the period from 11 April 2022 until 31 October 2022, being the period after the Athlete was advised to apply for and did apply for an r-TUE until that r-TUE was revoked, i.e., a period of 6 months and 20 days, is a period of substantial delay to the normal hearing process of an anti-doping case, exceptional to this case, that cannot be attributed to the Athlete. As such, applying Rule 10.13.1 ADR, the overall period of Ineligibility must be reduced by 6 months and 20 days.

38. The AIU accepted that the Athlete ought to be given credit for the period of the Provisional Suspension he had served until the date of the Panel's decision from 19 May 2023 pursuant to Rule 10.13.2 ADR. The Athlete is therefore given credit for a period of 5 months and 13 days.
39. The final period of Ineligibility that the Panel imposed on the Athlete from the date of its decision on 31 October 2023 was until 27 April 2024.

(v) Disqualification of Results

40. It followed that all competitive results obtained by the Athlete between 20 November 2021 and 19 May 2023 shall be Disqualified, with all resulting Consequences including the forfeiture of any titles, medals, points, prizes, and prize money pursuant to Rule 10.10 ADR.

VII. APPEAL

41. This decision may be appealed exclusively to the Court of Arbitration for Sport ("**CAS**"), located at Palais de Beaulieu, Avenue Bergières 10, CH-1004 Lausanne, Switzerland (procedures@tas-cas.org) in accordance with Rule 13.2 ADR and the other relevant sub-sections of Rule 13 ADR.

42. In accordance with Rule 13.6.1 ADR, the time to file an appeal to the CAS will be thirty (30) days from the date of receipt of the reasoned decision by the appealing party.

VIII. OPERATIVE AWARD

43. For the reasons set out above, the Panel made the following Operative Award on 31 October 2023, which is repeated here for convenience:

- 43.1. The Athlete is found to have committed an Anti-Doping Rule Violation pursuant to Rule 2.1 of the 2021 World Athletics Anti-Doping Rules ('ADR').
- 43.2. The parties accepted that the source of the substance that appeared in the Athlete's Sample and resulted in his Anti-Doping Rule Violation was a Dexamethasone injection administered by medical professionals for therapeutic means.
- 43.3. The parties accepted, and the Panel found, that the Anti-Doping Rule Violation was not intentional for the purposes of ADR Rule 10.2.1.
- 43.4. According to ADR Rule 10.2.2, the starting point for the period of Ineligibility is two years.
- 43.5. The Athlete cannot benefit from an elimination of the period of Ineligibility in accordance with ADR Rule 10.5 for No Fault or Negligence.

The Athlete's level of Fault or Negligence can benefit from a reduction in the period of Ineligibility pursuant to ADR Rule 10.6 for No Significant Fault or Negligence. In this regard the Panel found the Athlete's level of Fault was within the "normal" range of between 12 and 24 months. The Panel finds the appropriate period of Ineligibility to be 18 months from the date of this decision, 31 October 2023.

- 43.6. The Athlete is entitled to the period of Ineligibility to be reduced as a result of delays not attributable to him pursuant to ADR Rule 10.13.1 from 11 April 2022 until 31 October 2022, i.e., a period of 6 months and 20 days.
- 43.7. The Athlete is further entitled to credit for the period of Provisional Suspension he has served from 19 May 2023 until the date of this Award pursuant to ADR Rule 10.13.2, i.e., a period of 5 months and 13 days.
- 43.8. In the circumstances, taking into account the reduction and credit set out above for a total period of 12 months and 3 days, the Athlete's period of Ineligibility shall start today on 31 October 2023 and continue until 27 April 2024.
- 43.9. All competitive results obtained by the Athlete between 20 November 2021 and 19 May 2023 shall be Disqualified, with all resulting Consequences including the forfeiture of any titles, medals, points, prizes, and prize money pursuant to ADR Rule 10.10.
- 43.10. Each party shall bear their own costs.



Nick De Marco KC
Sole Arbitrator

London, UK

7 November 2023

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