

**IWF INDEPENDENT MEMBER FEDERATIONS SANCTIONING PANEL**

In the matter

Federación Colombiana de Levantamiento de Pesas (“FCLP”)

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**Decision on Agreed Terms**

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## **I. INTRODUCTION**

1. The present Decision is issued by the International Weightlifting Federation (the “IWF”)’s Independent Member Federation Sanctioning Panel (the “IWF Panel” or the “Panel”) in order to ratify the agreement between the *Federación Colombiana de Levantamiento de Pesas (“FCLP”)* and the IWF on the consequences applicable for the FCLP’s breaches of Article 12.5 of the 2019 IWF Anti-Doping Policy (“2019 IWF ADP”) and Article 4(a) of the IWF Qualification System for the Games of the XXXII Olympiad, Tokyo 2020 (“IWF OQS”).

## **II. PARTIES**

### **A. THE INTERNATIONAL WEIGHTLIFTING FEDERATION**

2. The IWF is the international governing body for the Olympic sport of weightlifting. Its headquarters are located in Budapest, Hungary and its registered seat is in Lausanne, Switzerland.

### **B. THE FEDERACION COLOMBIANA DE LEVANTAMIENTO DE PESAS**

3. The FCLP is the national governing body for the Olympic sport of weightlifting in Colombia. The FCLP is a Member Federation of the IWF. It has its seat in Cali, Colombia.

## **III. FACTS AND PROCEDURAL BACKGROUND**

4. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced during the proceedings. Additional facts and allegations found in the Parties’ written submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Decision only to the submissions and evidence it considers necessary to explain its reasoning.

### **A. THE ADVERSE ANALYTICAL FINDINGS OF THE FCLP ATHLETES IN 2020**

5. On 20 January 2020, in the scope of a training camp organised by the FCLP taking place in Bogotá, Colombia since 12 January 2020, three athletes affiliated with the FCLP (“FCLP Athletes”) were subject to out-of-competition doping controls under the Testing Authority of the IWF.
6. The FCLP Athletes provided urine samples accordingly, whose analysis performed by

the World Anti-Doping Agency (“WADA”)-accredited laboratory of Montreal (“Laboratory”) produced Adverse Analytical Findings (“AAFs”).

7. In substance, the AAFs, which were reported by the Laboratory on 14 February 2020, were the following:
  - a. **Ms. Ana Segura’s** sample revealed the presence of exogenous anabolic androgenic steroid: boldenone at a roughly estimated concentration of 14 ng/mL and boldenone metabolite.
  - b. **Ms. Yenny Sinisterra’s** sample revealed the presence of exogenous anabolic androgenic steroid: boldenone at a roughly estimated concentration of 29 ng/mL and boldenone metabolite
  - c. **Mr. Juan Felipe Arboleda’s** sample revealed the presence of exogenous anabolic steroid: boldenone at a roughly estimated concentration of 26 ng/mL and boldenone metabolite.
8. On 10 June 2021, the Anti-Doping Division of the Court of Arbitration for Sport (“CAS ADD”) rendered a decision against the FCLP Athletes according to which they were each respectively found to have committed an ADRV and sanctioned with a four-year period of ineligibility from 24 February 2020 to 23 February 2024 (“CAS ADD Decision”).
9. The Sole Arbitrator of the CAS ADD did not accept the FCLP Athletes’ argument according to which the AAFs were caused by the consumption of meat contaminated with boldenone. Equally, the Sole Arbitrator of the CAS ADD found that “there is a reasonable alternative scenario, namely that the [FCLP Athletes] intentionally ingested boldenone”.
10. The deadline to appeal the decision was set to 30 June 2021 and none of the FCLP Athlete filed an appeal to the Court of Arbitration for Sport.

#### **B. THE PROCEDURE BEFORE THE ITA**

11. On 11 June 2021, the International Testing Agency (the “ITA”), on behalf of the IWF, notified the FCLP of the alleged breaches of Article 12 of the IWF ADP and IWF OQS and granted the FCLP until 18 June 2021 to provide its written observations on the alleged infractions.
12. On 14 June 2021, the FCLP asked the ITA to hold a meeting to discuss the case.
13. On 16 June 2021, the ITA and the FCLP had a virtual meeting where the FCLP, *inter alia*, explained that they would be inclined not to challenge the alleged breaches and

agree on the consequences without the need for a dispute before the IWF Panel. The FCLP asked for a suspension of the deadline to file written observations pending the discussion about a potential agreement on the terms of the consequences.

14. On 17 June 2021, the ITA informed the FLCP that the deadline to provide its comments on the alleged breaches was suspended until further notice.
15. Between 18 June 2021 and 29 June 2021, the ITA and the FLCP exchanged on the content of a potential settlement and related procedural matters.
16. On 29 June 2021, the FCLP and the ITA reached an agreement on the terms of the consequences.
17. On 2 July 2021, the FCLP and the ITA finalized the Settlement Agreement and agreed to submit the terms of the Settlement Agreement to the Chairman of the IWF Panel with a view of issuing a consent decision.

#### **C. THE PROCEEDINGS BEFORE THE IWF PANEL**

18. On 2 July 2021, the ITA referred the matter of the FCLP to the Chairman of the IWF Panel for ratification of the Settlement Agreement.

### **IV. THE RELEVANT PROVISIONS**

#### **A. THE IWF OQS**

19. Article 4 of the IWF OQS is contained in Section C (“Athlete Eligibility”) of those regulations and states as follows:

4. *Anti-Doping Rules and Regulations*

- a. *Should three (3) or more Anti-Doping Rule Violations sanctioned by IWF or Anti-Doping Organisations other than a Member Federation or its National Anti-Doping Organisation be committed by Athletes or other Persons affiliated to such Member Federation (MF)/NOC from 1 November 2018 until 22 July 2021 which is a continuous period, the Independent Member Federations Sanctioning Panel appointed by IWF as per the IWF ADR (the Independent Panel) may*

- i. *withdraw the quota place(s) from that MF/NOC with regard to the Olympic Games Tokyo 2020 and/or*
- ii. *suspend that MF/NOC from participation in the ensuing Olympic Games. If such Member Federation is permitted to participate with Athletes in eligible events during the qualification period to the Olympic Games Tokyo 2020, its Athletes shall not be permitted to secure any IWF Absolute Ranking Points (World and/or Continental) at such event and their participation shall not affect the Member Federation’s exclusion from the Olympic Games Tokyo 2020.*

- b. *When considering the application of Article 4. a) above, the Independent Panel may refer to the principles set forth in Article 12.3.2 IWF ADR applicable to the imposition of Member Consequences. Similarly, the procedural rules of Article 12.7 IWF ADR apply by analogy to the process pertaining to Article 4.a).*
- c. *Any quota places withdrawn pursuant to point a) above shall be reallocated in accordance with the reallocation process as detailed in section I.*
- d. *With reference to Article 12.3.2.1 IWF ADR where there is a violation of Article 12.3.2.1 IWF ADR and any of the relevant underlying Anti-Doping Rule Violations occurs on the occasion of, or in connection with, the Olympic Games Tokyo 2020, the Independent Panel may take any (further) measures it deems appropriate.*

20. Section I of the IWF OQS governs the Reallocation of Unused Places and provides the following:

*1. IWF Absolute Ranking; World Points*

*If a quota place allocated is not confirmed by the NOC by the deadline of confirmation of quota place, is declined by the NOC, is withdrawn or Member Federation/NOC is suspended from participation, the quota place will be reallocated to the highest ranked athlete according to the IWF Absolute Ranking (World Points) and eligible according to this Qualification System, whose NOC is not yet qualified in the medal event; subject to the maximum quota per NOC.*

*2. IWF Absolute Ranking; Continental Points*

*If a quota place allocated is not confirmed by the NOC by the deadline of confirmation of quota place, is declined by the NOC, is withdrawn or Member Federation/NOC is suspended from participation, the quota place will be reallocated to the highest ranked athlete from the same Continent according to the IWF Absolute Ranking (Continental Points) and eligible according to this Qualification System, whose NOC is not yet qualified in the medal event; subject to the maximum quota per NOC.*

**B. THE 2019 IWF ADP**

21. The relevant provisions of Article 12 of the IWF ADP read as follows:

*12.5 Should three or more violations of this Anti-Doping Policy sanctioned by IWF or Anti-Doping Organizations other than the Member Federation or its National Anti-Doping Organization have been committed by Athletes or other Persons affiliated to the Member Federation within a Calendar year, the Independent Panel shall have the power to impose a Suspension on the Member Federation of a period of up to (4) years; and/or fine the Member Federation as follows:*

- 3 violations up to 50,000 USD;*
- 4 violations up to 100,000 USD;*
- 5 violations up to 150,000 USD;*
- 6 violations up to 200,000 USD;*
- 7 violations up to 250,000 USD;*
- 8 violations up to 300,000 USD;*
- 9 or more violations up to 500,000 USD,*

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<sup>1</sup> Article 12.3.2 IWF ADR (in the 2021 IWF ADR) is the equivalent version of Article 12.5 in the 2019 IWF ADP.

to be paid within 6 months from the receipt of the IWF decision. If the Member Federation fails to pay the fine within such deadline, a period of Suspension of two years, or, if earlier, until the fine is settled in full, shall be automatically imposed on the Member Federation concerned. For the avoidance of doubt, the fine remains due to IWF after the period of Suspension has been served and/or ban all or any team officials from that Member Federation for participation in any IWF activities for a period of up to two years

[Comment to Article 12.5: if the Independent Panel considers that a violation of this Article 12.5 is severe (due to the number of violations, the substances involved, the level of fault of the perpetrators, the fact that the violations were committed by Athlete Support Personnel, etc.), then an appropriate period of Suspension should always be imposed, without prejudice to the imposition of any other additional sanction under this Article 12.5]

**12.5.1** At the discretion of the Independent Panel, an appropriate portion up to a maximum of fifty percent of the sanction (including any fine) imposed upon the Member Federation may be conditionally lifted provided that the Member Federation undertakes to satisfy certain criteria aimed at assisting IWF in the fight against doping in sport defined at its discretion by the Independent Panel and meets them throughout the period of Suspension, or an appropriate period should a sanction other than a Suspension have been imposed. For the avoidance of doubt, any lifted period of Suspension or ban on team officials shall be applied to the end of the relevant period of Suspension or ban on team officials. Compliance with the criteria will be monitored by an independent group defined by the IWF and its decisions shall be final and binding and not subject of an appeal under Article 13.

**12.5.2** Where there is a violation of this Article 12.5 and any of the relevant underlying Anti-Doping Rule Violations occurs on the occasion of, or in connection with, any edition of the Summer Olympic Games, the Independent Panel may take any (further) measures it deems appropriate.

## **C. THE 2021 IWF ADR**

22. Articles 12.2, 12.3.2 and 12.7 of the IWF ADR are also relevant to the case at hand and provide the following:

### **12.2: General Principles Applicable to Member Federations Sanctioning**

Member Federations shall take all measures within the scope of their powers to implement these Anti-Doping Rules and ensure that their affiliated Athletes and other Persons comply with them. As a matter of principle, the Member Federations are liable for the conduct of their affiliated Athletes or other Persons. However, the Independent Panel should take into account the degree of fault or negligence of the Member Federation when determining the Member Consequences to be imposed in each case of a violation of this Article 12.

[Comment to Article 12.2: whilst this Article 12 is based on the principle of "strict liability" whereby it is not necessary that intent, fault, negligence or other culpable oversight of the Member Federation be demonstrated by IWF in order to establish a violation, the Member Federation may, as part of the proceedings before the Independent Panel, submit evidences to establish that the Member Federation's degree of fault or negligence was not significant in relation to the circumstances surrounding the underlying anti-doping rule violations. In such case, the Independent Panel should consider and appreciate any such attenuated degree of fault or negligence as a mitigating factor when determining the applicable Member Consequences. For the avoidance of doubt, the Member Federation shall bear the burden of establishing any

*attenuating circumstance in relation to the Member Federation's degree of fault or negligence.]*

#### **12.3.2 Multiple Anti-Doping Rule Violations by Athletes or Other Persons affiliated to a Member Federation**

*Should three (3) or more violations of these Anti-Doping Rules sanctioned by IWF or Anti-Doping Organizations other than the Member Federation or its National Anti-Doping Organization have been committed by Athletes or other Persons affiliated to the Member Federation within a 12-month period<sup>63</sup>, the Independent Panel may, after taking into account both the seriousness of the underlying anti-doping rule violations and the gravity of the circumstances surrounding the case:*

*a) impose Member Consequences on the Member Federation of a period of up to (4) years<sup>64</sup>; and/or*

*b) fine the Member Federation up to \$500,000 USD to be paid within 6 months from the receipt of the Independent Panel's decision. If the Member Federation fails to pay the fine within such deadline, further Member Consequences for an additional period of up to two years, or, if earlier, until the fine is settled in full, may be imposed by the Independent Panel on the Member Federation concerned. For the avoidance of doubt, the fine remains due to IWF after the further Member Consequences have been fully served. [...]*

*[Comment to Article 12.3.2: if the Independent Panel considers that a violation of this Article 12.3.2 is severe (due to the number of violations, the substances involved, the level of fault of the perpetrators, the fact that the violations were committed by Athlete Support Personnel, etc.), then appropriate Member Consequences (including the exclusion of the Member Federation's Athletes and Officials from participation in any IWF Events, or the possibility for the Athletes to participate exclusively in a neutral capacity) and/or a fine should be imposed, in order to promote behavioural change within the sanctioned Member Federation's sphere of influence, and to maintain public confidence in the integrity of the sport and that of IWF's Events.] [...]*

### **12.7 Procedural Rules**

*12.7.1 If the IWF is satisfied that a breach of Article 12 has occurred, it shall promptly notify the Member Federation.*

*12.7.2 The notice shall include details of the alleged breach and shall give the Member Federation a reasonable deadline to respond. The IWF will then transfer the file to the Independent Panel for adjudication. The Independent Panel will render a decision on the basis of the written file, unless it considers in its entire discretion that exceptional circumstances require the holding of a hearing.*

*12.7.3 The Independent Panel may at any time and at its own discretion decide to impose provisional Member Consequences on the Member Federation pending a decision on the alleged breach, provided, however, that provisional Member Consequences may not be imposed unless the Member Federation is given an opportunity to provide written explanations either before the imposition of the provisional Member Consequences or on a timely basis after the imposition of the provisional Member Consequences.*

*12.7.4 The decisions of the Independent Panel made in application of Article 12 may be appealed exclusively to CAS within twenty-one days from the date of receipt of the decision by the appealing party.*

*12.7.5 For violations of Article 12.3.3 and for the automatic fines under Article 12.5.1, the procedure set out under this Article 12.7 shall not apply and the*

*sanction shall be notified as soon as practicable to the Member Federation by the IWF.*

*12.7.6 Any decision rendered by the Independent Panel against a Member Federation shall be publicly disclosed by the IWF unless exceptional circumstances warrant otherwise.*

## **V. THE PARTIES' SETTLEMENT**

23. The Parties have filed the following Settlement Agreement for the IWF Panel's consideration:

1. *Considering that three ADRVs committed by FCLP Athletes have been sanctioned by the CAS ADD Decision, the FCLP does not challenge that breaches under Article 12.5 of the 2019 IWF ADP and Article 4(a) of the IWF OQS occurred.*
2. *The FCLP and the ITA, on behalf of the IWF, have agreed on the resulting consequences listed below and that such terms have been agreed as a full, final and unconditional settlement of all claims relating to this matter.*
3. *The FCLP and the ITA have agreed to request the Chairman of the IWF Panel to issue a decision confirming the Settlement Agreement.*
4. *Member Consequences applicable to the FCLP are as follows:*
  - 4.1. *Withdrawal of 5 out of the 8 quotas for the Tokyo Olympic Games, leaving the FCLP with 2 male quotas and 1 female quota.*
  - 4.2. *For the duration of one year (starting on 29 June 2021 when the terms have been agreed and until 29 June 2022):*
    - 4.3. *withdrawal of the right to organize IWF Events<sup>2</sup>, IWF Congress, IWF Executive Board meetings, meetings of IWF Commissions and Committees (if the right to organize such event taking place during the period of sanction has been allocated to the Member Federation prior to the notification of the sanction, the event shall be considered as revoked);*
    - 4.4. *exclusion from participation in the IWF Congress with voting rights;*
    - 4.5. *withdrawal of the right to submit proposals for inclusion on the Agenda of the IWF Congress;*
    - 4.6. *withdrawal of the right to take part in and benefit from the IWF Development program apart from Education and anti-doping seminars.*
5. *The FCLP ensures that its Athletes and Athlete Support Personnel attend two anti-doping education sessions hosted by the ITA (in Spanish) within the next 12 months and to bear the ITA's related costs and the costs of ensuring that the Athletes and Athlete Support Personnel are available, if any;*
6. *The FCLP makes its Athletes and Athlete Support Personnel aware of the ITA's Reveal confidential reporting platform, the FCLP posts a link on its website to the ITA's Reveal platform, and the FCLP Athletes and Athlete Support Personnel download the ITA's Reveal reporting app (once available);*
7. *The FCLP ensures that it shares the dates and locations of training camps of the National Team's Athletes with the ITA on a timely basis;*

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<sup>2</sup> The one-year suspension does not apply to the right to host the 2020 Pan-American Junior Championships, taking place from 9 July to 15 July 2021, in Manizales, Colombia.



8. *The FCLP makes its Athletes and Athlete Support Personnel available for an interview with the ITA, upon ITA's simple request;*
9. *The FCLP cannot apply for a conditional lifting of the suspension as per 12.6.1 Article IWF ADR.*
10. *No fine is to be imposed against the FCLP given the cost saving of this settlement procedure and absence of appeal procedure.*
11. *The FCLP accepts to waive any and all rights or claims for damages in the scope of this proceeding.*

## **VI. JURISDICTION, APPLICABLE LAW AND POWERS OF THE PANEL**

24. At the outset, it must be noted that IWF and the FCLP do not dispute that the IWF Panel has jurisdiction over the present matter.

25. Indeed, according to Article 12.7.2 of the 2021 IWF ADR, once the Member Federation has been notified of the alleged breach, the IWF shall:

*[...] transfer the file to the Independent Panel for adjudication. The Independent Panel will render a decision on the basis of the written file, unless it considers in its entire discretion that exceptional circumstances require the holding of a hearing.*

26. The parties accept that the present proceedings are to be adjudicated primarily in application of the applicable IWF's regulations. As the IWF has its seat in Lausanne, Switzerland, Swiss law is also applicable to the extent necessary.

27. Swiss law does not preclude an internal judicial body of an association to issue a decision encompassing the terms of a settlement agreed upon by the parties. In the present case, the parties have expressly agreed to submit their settlement only to the President of the Panel, which is also permissible under Swiss law.

28. On the merits, the Panel – in this case the President of the Panel, will incorporate the parties' settlement into a formal decision, provided that said settlement is consistent with the mandatory provisions of the IWF Regulations and with Swiss public policy, in particular that the settlement was not procured by fraud.

## **VII. MERITS**

29. The President of the Panel notes that the conditions of Article 12.5 of the 2019 IWF ADP and Article 4(a) of the IWF OQS are met as it is undisputed that three anti-doping rule violations committed by members of the FCLP have been found to be committed by the CAS ADD Decision.

30. The CAS ADD Decision is final and binding since all appeals rights have elapsed.

31. Hence, the parties' settlement does not circumvent the application of the applicable

regulations of the IWF.

32. After review of the Settlement Agreement and the evidence put forward by the Parties, the President of the Panel is also satisfied that the settlement constitutes a *bona fide* resolution of the dispute between the parties and is consistent with Swiss public policy.

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## VIII. DECISION

33. In light of the above the President of the Panel rules as follows with respect to the consequences of the ADRVs of the FCLP Athletes in 2020 as described above at para 5 *et seq.*:

- i. Member Consequences applicable to the FCLP are as follows:*
  - a. Withdrawal of 5 out of the 8 quotas for the Tokyo Olympic Games, leaving the FCLP with 2 male quotas and 1 female quota.*
  - b. For the duration of one year (starting on 29 June 2021 when the terms have been agreed and until 29 June 2022):*
  - c. withdrawal of the right to organize IWF Events<sup>3</sup>, IWF Congress, IWF Executive Board meetings, meetings of IWF Commissions and Committees (if the right to organize such event taking place during the period of sanction has been allocated to the Member Federation prior to the notification of the sanction, the event shall be considered as revoked);*
  - d. exclusion from participation in the IWF Congress with voting rights;*
  - e. withdrawal of the right to submit proposals for inclusion on the Agenda of the IWF Congress;*
  - f. withdrawal of the right to take part in and benefit from the IWF Development program apart from Education and anti-doping seminars.*
- ii. The FCLP ensures that its Athletes and Athlete Support Personnel attend two anti-doping education sessions hosted by the ITA (in Spanish) within the next 12 months and to bear the ITA's related costs and the costs of ensuring that the Athletes and Athlete Support Personnel are available, if any;*
- iii. The FCLP makes its Athletes and Athlete Support Personnel aware of the ITA's Reveal confidential reporting platform, the FCLP posts a link on its website to the ITA's Reveal platform, and the FCLP Athletes and Athlete Support Personnel download the ITA's Reveal reporting app (once available);*
- iv. The FCLP ensures that it shares the dates and locations of training camps of the National Team's Athletes with the ITA on a timely basis;*
- v. The FCLP makes its Athletes and Athlete Support Personnel available for an interview with the ITA, upon ITA's simple request;*

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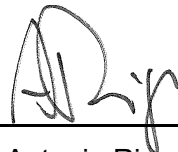
<sup>3</sup> The one-year suspension does not apply to the right to host the 2020 Pan-American Junior Championships, taking place from 9 July to 15 July 2021, in Manizales, Colombia.

- vi. The FCLP cannot apply for a conditional lifting of the suspension as per 12.6.1 Article IWF ADR.*
- vii. No fine is to be imposed against the FCLP given the cost saving of this settlement procedure and absence of appeal procedure.*
- viii. The FCLP accepts to waive any and all rights or claims for damages in the scope of this proceeding.*

34. For the sake of clarity, the President of the Panel decides that each party shall bear its own costs.

Date: 5 July 2021

The President of the IWF Panel:



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Antonio Rigozzi