

INTRARE	95/3	D.T.
IEȘIRE		
DATA	14.10.2010	

CAS 2010/A/2173

IN THE COURT OF ARBITRATION FOR SPORT

BETWEEN:

FEDERAȚIA ROMÂNĂ DE ATLETISM	
IEȘIT	882
NR.	
ZIUA	04
LUNA	07
ANUL	2010

THE INTERNATIONAL ASSOCIATION OF ATHLETICS FEDERATIONS ("IAAF")

Appellant

- and -

(1) THE ROMANIAN ATHLETICS FEDERATION ("RAF")

(2) MS ANCA HELTNE

Respondents

SETTLEMENT AGREEMENT

Subject to clause 12 below, the parties agree that reference number CAS 2010/A/2173 shall be withdrawn on the following terms:

1. The Respondents accept that a urine sample (sample no: 2496739) collected from the Second Respondent ("the Athlete") at the Romanian National Championships in Bucharest on 27 February 2010 ("the 2010 National Championships") disclosed upon analysis by the WADA-accredited laboratory in Bucharest the presence of 16 β -hydroxystanozolol which is a metabolite of stanozolol, an anabolic androgenic steroid prohibited under S1 of the 2010 Prohibited List.
2. In consequence of clause 1 above, the Respondents accept that the Athlete committed an anti-doping rule violation in accordance with IAAF Rule 32.2(a).
3. In consequence of clauses 1 and 2 above, the Respondents accept the following sanctions for a first-time anti-doping rule violation under IAAF Rules:

- 3.1 that the Athlete serves a period of 2 years' Ineligibility (as such term is defined in IAAF Rules) starting from the date of this Agreement less the period of voluntary suspension and Ineligibility already served by the Athlete to date, namely, the period as from 1 April 2010. For the avoidance of doubt, subject to full compliance with clause 4 below, the Athlete will become re-eligible for competition in Athletics on 1 April 2012;
- 3.2 that the Athlete's results at the 2010 National Championships are disqualified with all resulting consequences for the Athlete, including the forfeiture of all titles, awards, medals, points and prize and appearance money (IAAF Rule 40.1); and
- 3.3 that the Athlete's results in any Competitions in which she competed following the 2010 National Championships to date are also disqualified, including those at the IAAF 2010 World Indoor Championships in Doha and the 10th European Winter Throwing Cup in Arles, with all resulting consequences for the Athlete and for any team in which she competed, including the forfeiture of all titles, awards, medals, points and prize and appearance money (IAAF Rules 40.8 and 41.3).
4. It is understood and accepted by the Respondents that the Athlete's return to competition in Athletics is contingent upon her full and proper compliance with applicable rules, including IAAF Rules (notably Rule 40.12) and the rules of the RAF. For the avoidance of doubt, this includes but is not limited to, repayment by the Athlete of any prize money that she won and received either at the 2010 National Championships or subsequent to the 2010 National Championships in the period up to the date of this Agreement i.e., including but not limited to the IAAF 2010 World Indoor Championships in Doha and the 10th European Winter Throwing Cup in Arles. The Athlete acknowledges that, if she has received any such prize money, under IAAF Rules such money would be repayable to the relevant meeting organiser upon demand.
5. The Athlete agrees not to commence or continue proceedings in any forum against the IAAF or the RAF arising out of the administration of the doping control conducted in relation to the subject matter of this reference (analysis of sample number 2496739, collected on 27 February 2010) or relating to the imposition of any sanctions in connection therewith.
6. Upon signature of this Agreement and reimbursement to the IAAF as may be agreed of the CAS court fee in the sum of CHF500 (500 Swiss Francs), the IAAF agrees to immediately withdraw reference CAS 2010/A/2173, with a copy of such notice of withdrawal to be sent to the Respondents, and not to seek any sanction longer than the agreed period of Ineligibility referred to in clause 3 above. In addition, the IAAF agrees not to issue any further charges against the Athlete arising out of this reference.

7. The Respondents (and each of them) acknowledge that they have had explained to them by legal counsel, understand, and agree to all provisions contained in this Agreement.
8. Other than reimbursement of the CAS court fee referred to in clause 6 above, the IAAF and the Respondents (and each of them) agree to waive any claim they may have to costs in connection with reference CAS 2010/A/2093.
9. The terms of this Agreement shall remain confidential save that the parties agree that the IAAF may publish the Athlete's sanction and further report on the outcome of the case, including but not limited to the IAAF Council at its next meeting, in the terms of the agreed statement in Schedule 1.
10. Other than publication of the Athlete's sanction and reporting on the outcome of the case in accordance with clause 9 above, the IAAF, the RAF and the Athlete agree to keep the terms of this Agreement strictly confidential. However, nothing in this Agreement shall prevent either party from disclosing information:
 - 10.1 as required by law;
 - 10.2 in order to take legal advice; or
 - 10.3 as ordered by a court of competent jurisdiction.
11. Any documents received or generated or statements produced in the course of this reference shall remain confidential, unless otherwise required by law.
12. This reference shall remain open solely for the purpose of the enforcement of this Agreement.

DATED 04.08.2010

FOR AND BEHALF OF



FOR AND ON BEHALF OF THE RAF

Helena Anca
ANCA HELTNE

