

Issued Decision

UK Anti-Doping and Roseanna Cox

Disciplinary Proceedings under the Anti-Doping Rules of England Boxing

This is an Issued Decision made by UK Anti-Doping Limited ('UKAD') pursuant to the Anti-Doping Rules (the 'ADR') of England Boxing. It concerns a violation of the ADR committed by Ms Roseanna Cox and records the applicable Consequences.

Capitalised terms used in this Decision shall have the meaning given to them in the ADR unless otherwise indicated.

Background and Facts

1. England Boxing ('EB') is the National Governing Body for the sport of amateur boxing in England. EB is a member of the International Boxing Association ('AIBA'), the International Federation of amateur boxing. UKAD is the National Anti-Doping Organisation for the United Kingdom. EB has adopted the UK Anti-Doping Rules as its ADR.
2. Ms Cox is a 26-year old boxer, who has competed in a number of amateur boxing matches and, at the time that she was tested on 29 March 2019, was a registered member of EB. For the 2018/2019 season, Ms Cox's application to renew her EB membership was approved on 19 June 2018 and expired automatically on 31 May 2019. Therefore, at all material times in this matter Ms Cox was subject to the jurisdiction of EB and bound to comply with the ADR. Pursuant to the ADR, UKAD has results management responsibility in respect of all amateur boxers subject to the jurisdiction of EB.
3. On 29 March 2019, UKAD collected a urine Sample Out-of-Competition from Ms Cox at a boxing gym in south London. In the presence of Ms Cox, that urine Sample was split into two separate bottles, which were given the reference numbers A1148850 (the 'A Sample') and B1148850 (the 'B Sample').
4. All Samples were transported to the World Anti-Doping Agency ('WADA') accredited laboratory, the Drug Control Centre, King's College London (the 'Laboratory'). The Laboratory analysed the A Sample in accordance with the procedures set out in WADA's International Standard for Laboratories. The analysis returned an Adverse Analytical Finding for furosemide.
5. Furosemide is listed under section S5 of the 2019 WADA Prohibited List as a Diuretic and Masking Agent. It is a Specified Substance that is prohibited at all times.
6. Ms Cox did not have a Therapeutic Use Exemption.

7. On 16 May 2019 UKAD issued Ms Cox with a Notice of Charge and a Provisional Suspension. The Notice of Charge alleged the commission of an Anti-Doping Rule Violation ('ADRV') pursuant to ADR Article 2.1 (Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample).

Admission and Consequences

8. ADR Article 2.1 states as follows:

The following constitute Anti-Doping Rule Violations:

- 2.1 ***Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample, unless the Athlete establishes that the presence is consistent with a TUE granted in accordance with Article 4***

9. Ms Cox formally admitted committing an ADRV pursuant to ADR Article 2.1 on 30 March 2020.

10. ADR Article 10.2 states as follows:

- 10.2 ***Imposition of a Period of Ineligibility for the Presence, Use or Attempted Use, or Possession of a Prohibited Substance and/or a Prohibited Method***

The period of Ineligibility for an Anti-Doping Rule Violation under Article 2.1, 2.2 or 2.6 that is the Athlete's or other Person's first anti-doping offence shall be as follows, subject to potential reduction or suspension pursuant to Article 10.4, 10.5 or 10.6:

10.2.1 The period of Ineligibility shall be four years where:

- (a) ...
- (b) *The Anti-Doping Rule Violation involves a Specified Substance and UKAD can establish that the Anti-Doping Rule Violation was intentional.*

10.2.2 If Article 10.2.1 does not apply, the period of Ineligibility shall be two years.

11. ADR Article 10.2.1(b) therefore provides that in relation to this matter (being a matter that concerns furosemide, a Specified Substance) the period of Ineligibility to be imposed shall be four years if UKAD can establish that the ADRV was committed intentionally. If UKAD is not able to establish that the ADRV was committed intentionally, then pursuant to ADR Article 10.2.2 a period of Ineligibility of two years shall be imposed.

12. With regards to the meaning of 'intentional', ADR Article 10.2.3 states as follows:

10.2.3 As used in Articles 10.2 and 10.3, the term "intentional" is meant to identify those Athletes or other Persons who cheat. The term, therefore, requires that the Athlete or other Person engaged in conduct which he or she 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...

13. Ms Cox provided an explanation for the presence of furosemide in her Sample by way of a number of responses and witness statements provided by her representatives. Ms Cox explained that she had taken steps to become a professional boxer by signing a professional management contract in July 2018 and applying to the British Boxing Board of Control ('BBBoC') for a professional boxing licence in September 2018. Ms Cox stated that she was informed in December 2018 that her application for a professional boxing licence with the BBBoC had been refused due to concerns that were raised in respect of an arachnoid cyst on her brain. Ms Cox stated that she was informed that to continue boxing with the cyst on her brain could potentially be fatal. Ms Cox explained that as a consequence she considered her boxing career was over and when later tested by UKAD on 29 March 2019, she did not believe that she remained registered as a member with EB. Ms Cox now accepts that her belief that she was not registered with EB on 29 March 2019 and that she was not subject to and bound by the ADR, was incorrect.
14. Ms Cox also explained that she had taken prescribed furosemide in March 2019 prior to a photoshoot, in connection with a medical condition and her career as a fitness model.
15. Given the account provided by Ms Cox as to the circumstances in which she had ingested furosemide, UKAD sought an expert opinion from Professor David Cowan OBE. Professor Cowan concluded that taking one 40mg dose of furosemide within 24 hours of the test on 29 March 2019 would explain the Adverse Analytical Finding by the Laboratory.
16. In light of the explanation provided by Ms Cox, (namely that she mistakenly believed she was not subject to and bound by the ADR, having signed a professional management contract and received an adverse diagnosis in respect of a cyst) UKAD accepts that Ms Cox's ADRV was not intentional as that term is defined in ADR Article 10.2.3 and does not advance a case to the contrary in accordance with ADR Article 10.2.1(b). Accordingly, as set out in ADR Article 10.2.2, the period of Ineligibility is two years.
17. The period of Ineligibility can be reduced if Ms Cox can establish that she acted with No Fault or Negligence or No Significant Fault or Negligence.
18. ADR Article 10.5.1(a) states as follows:

10.5 Reduction of the period of Ineligibility based on No Significant Fault or Negligence

10.5.1 Reduction of Sanctions for Specified Substances or Contaminated Products for Anti-Doping Rule Violations under Article 2.1, 2.2 or 2.6:

(a) Specified Substances

Where the Anti-Doping Rule Violation involves a Specified Substance, and the Athlete or other Person can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Athlete's or other Person's degree of Fault.

19. Fault is defined in the ADR as follows:

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 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 Minor, 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 his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.5.1 or 10.5.2.

20. No Significant Fault or Negligence is defined in the ADR as follows:

The Athlete or other Person establishing that his or her 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 Minor, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered his/her system.

21. UKAD has considered Ms Cox's responses and representations in full, including those arguing that she bears No Fault or Negligence in accordance with ADR Article 10.4 or alternatively, No Significant Fault or Negligence in respect of ADR Article 10.5.1(a).

22. UKAD's position in respect of ADR Article 10.5.1(a) is that Ms Cox has not established that she bore No Significant Fault or Negligence, pursuant to the

definition in the ADR. As a consequence, Ms Cox has also not established that she bore No Fault or Negligence in accordance with ADR Article 10.4. Ms Cox notes UKAD's position in respect of ADR Article 10.5.1(b) (and ADR Article 10.4) and in light of this position, accepts that the period of Ineligibility remains two years.

Commencement of period of Ineligibility

23. ADR Article 10.11 requires that the period of Ineligibility starts on the date Ineligibility is accepted or otherwise imposed where there is no hearing.
24. However, ADR Article 10.11.3 provides that any period of Provisional Suspension that has been respected shall be credited against the total period of Ineligibility to be served.
25. Ms Cox was provisionally suspended as of 16 May 2019. The period of Ineligibility is therefore deemed to have commenced on 16 May 2019 and will expire at midnight on 15 May 2021.

Status during Ineligibility

26. During the period of Ineligibility, in accordance with ADR Article 10.12.1 Ms Cox shall not be permitted to participate in any capacity in a Competition, Event or other activity (other than authorised anti-doping education or rehabilitation programmes) organised, convened, authorised or recognised by:
 - a. EB or any body that is a member of, or affiliated to, or licensed by EB;
 - b. Any Signatory;
 - c. Any club or other body that is a member of, or affiliated to, or licensed by, a Signatory or a Signatory's member organisation;
 - d. Any professional league or any international-level or national-level Competition organisation; or
 - e. Any elite or national-level sporting activity funded by a governmental agency.
27. Ms Cox may return to train with a team or to use the facilities of a club or other member organisation of EB or a Signatory's member organisation during the last two months of her period of Ineligibility (i.e. from midnight on 15 March 2021) pursuant to ADR Article 10.12.4(b).

Summary

28. For the reasons given above, UKAD has issued this Decision in accordance with ADR Article 7.7.4 and records that:
 - a. Ms Cox has committed an ADRV pursuant to ADR Article 2.1;

- b. This constitutes Ms Cox's first ADRV and, as such, a period of Ineligibility of two years is imposed pursuant to ADR Article 10.2.2;
 - c. The period of Ineligibility is deemed to have commenced on 16 May 2019 and will expire at midnight on 15 May 2021; and
 - d. Ms Cox's status during the period of Ineligibility shall be as detailed in ADR Article 10.12.
29. Ms Cox, EB, AIBA and WADA have a right to appeal against this decision or any part of it in accordance with ADR Article 13.4.
30. This Issued Decision will be publicly announced via UKAD's website in accordance with ADR Articles 8.4.3 and 14.1.2.

22 June 2020