Arbitration CAS 2021/ADD/42 International Weightlifting Federation (IWF) v. Nicu Vlad, award of 16 June 2022

Panel: Prof. Jens Evald (Denmark), Sole Arbitrator

Weightlifting
Doping (assistance with an anti-doping rule violation)
CAS ADD jurisdiction
Admissibility of the request for arbitration
Interpretation of the scope of the IWF ADR
Statute of limitation
Means of proof regarding the ADR
Offence of assisting an anti-doping violation
Sanction

1. **According to Article 8.1.1 of the 2021 IWF Anti-Doping Rules (ADR), the IWF has delegated its responsibility to act as first instance to the CAS ADD. Furthermore, Article A2 of the CAS ADD Rules provides that the CAS ADD has jurisdiction to rule as a first-instance authority on behalf of any sports entity which has formally delegated its powers to the ADD to conduct anti-doping proceedings and impose applicable sanctions.**

2. **Pursuant to Article A13 of the CAS ADD Rules, a Request for Arbitration must contain *"the name and full address of the Respondent(s)".* Yet, the addresses communicated after the filing of the Request for Arbitration by the claimant may be considered valid where there is no contrary indication by the respondent. To decide otherwise would give a disproportionate importance to the formal conditions of the Request for Arbitration, as soon as the respondent was successfully notified by email and, thereafter, by courier via his counsel and in light of the minimal impact for the respondent to have his case heard on the merits rather than to have it disposed of on a technicality.**

3. **According to Swiss law, statutes and regulations of associations have to be construed and interpreted in the same way as public laws. Accordingly, the interpretation of the statutes and rules of sport associations must be objective and always start with the wording of the rule. The intentions (objectively construed) of the association including any relevant historical background may be taken into consideration. In any event, anti-doping rules shall be construed in a manner which will *"discern the intention of the rule maker"* rather than frustrate it. Recourse may be had to supplementary means of interpretation to determine the meaning when the interpretation *"leads to a result which is manifestly absurd or unreasonable".* In this respect, the scope of the 2009 IWF ADR, worded *"shall apply to the IWF, each National Federation of the IWF, and each Participant in the activities of the IWF",* is broad. An interpretation according to which natural persons holding high offices of the IWF or of other IFs or NFs do not fall under**

the categories "IWF" and "National Federations" of the scope of the 2009 IWF ADR would *de facto* grant immunity for anti-doping rule violations (ADRVs) committed by those persons although, in accordance with Article 3.4.2 of the IWF Constitution and Article 14.1 of the 2009 IWF ADR), said persons in their capacity as board members etc., are responsible to fully comply with the World Anti-Doping Code (WADC) and to implement effective mechanisms to combat any doping by its members. Such interpretation leads to a result that is both *"manifestly absurd"* and *"unreasonable"*, and which the draftsmen of the 2009 IWF ADR (and the 2009 WADC) could surely not have intended.

4. **Article 49 (1) and (4) ("Prescription") of the Final Chapter of the Swiss Civil Code provides that *"Where the new laws specifies a longer period than the previous law, the new applies, provided prescription has not yet taken effect under the previous law"*. Therefore, any retroactive extension of the limitation period provided by the IWF ADR 2015 from 8 to 10 years does not violate Swiss law. Moreover, the difficulty related to gathering evidence is inherent to long statute of limitation periods, which do not in and of themselves violate the respondent's rights.**

5. **Pursuant to Article 3.2 of the 2009, 2012 and 2015 IWF ADR, an ADRV can be established by any reliable means including the content of an authentic and contemporaneous correspondence.**

6. **Article 2.8 of the 2009 IWF ADR covers numerous acts, which are intended to assist another or a third party's ADRV. The assistance can constitute assistance provided in the preliminary stages before an ADRV is committed. It also covers acts, which are supposed to prevent an ADRV from being discovered after it has been committed. The rule does not stipulate how substantial the assistance has to be in order to fulfil the elements of the Article 2.8 IWF ADR, however, the standard is probably low because according to the wording of the provision, even just *"any type of complicity"* is sufficient. An act of assistance for the purposes of Article 2.8 also requires that the person concerned is aware of the anti-doping rule violation committed by another party, otherwise there is no intent to assist a third-part in the first place.**

7. **Pursuant to Article 10.3.2 of the 2009 IWF ADR, the period of ineligibility imposed for the violation of Article 2.8 shall be a minimum of four years up to a lifetime unless the conditions for exceptional circumstances pursuant Article 10.5 of the 2012 IWF ADR are met. The fact that (i) an ADRV is committed by a person holding high offices, (ii) the ADRVs are serious and (iii) the official's conduct is both deceptive and obstructing, are all elements allowing to consider a lifetime period of ineligibility.**

I. PARTIES

1. The International Weightlifting Federation (the "IWF" or the "Claimant") is the world governing body for the sport of weightlifting having its registered offices in Lausanne Switzerland. The IWF has delegated the implementation of its anti-doping programme to the International Testing Agency (the "ITA"). Such delegation includes amongst others, the Result Management and the subsequent prosecution of potential Anti-Doping Rule Violations ("ADRV") under IWF's jurisdiction.

2. Mr Nicu Vlad ("Mr Vlad" or the "Respondent") is the former President (1997-2021) and former Head-Coach (1998-2010) of the Romanian Weightlifting Federation (the "FRH" or the "RWF"), Vice-President of the IWF Anti-Doping Commission (2010-2013) and Chairman of the IWF Technical Committee (2017-2021).

II. FACTUAL BACKGROUND

3. Below is a summary of the relevant facts and allegations based on the parties' written submissions pleadings and evidence adduced in this procedure. Additional facts and allegations found in the parties' written submissions, pleadings and evidence may be set out, where relevant, in connection, with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, he only refers to the submissions and evidence he considers necessary to explain his reasoning.

A. The Samples collected from Ms Roxana Cocos

4. On 20 July 2010, Ms. Roxana Cocos ("Ms. Cocos"), an elite international level Romanian weightlifter, was subject to an Out-Of-Competition ("OOC") doping control in Bascov, Romania, where a urine sample No. 2550268 (the "20 July 2010 Sample") was allegedly collected from her by the National Anti-Doping Agency ("HUNADO"), on behalf of the IWF.

5. On 20 September 2010, during the 2010 World Weightlifting Championships in Antalya, Turkey, Ms Cocos was subject to an In-Competition ("IC") doping control where urine sample No. 2550867 (the "20 September 2010 Sample") was collected from her by HUNADO on behalf of the IWF.

6. On 13 April 2012, during the 2012 European Championships in Antalya, Turkey, Ms Cocos was subject to an IC doping control where urine sample No. 2685884 (the "European Championships Sample") was collected from her.

7. On 8 May 2012, the Cologne WADA-accredited laboratory (the "Laboratory") in charge of the IWF program reported to Ms Monika Ungar ("Ms Ungar"), the IWF Legal Counsel at the time, that the analysis of the European Championships Sample had returned an Adverse Analytical Finding ("AAF") for oxandrolone metabolite, i.e. an Anabolic steroid prohibited at all times under section 1.1 of the WADA Prohibited List.

8. On 9 May 2012, the laboratory officially reported the AAF via the ADAMS system and the IWF was notified of the positive result through ADAMS.

B. Ms Cocos' first provisional suspension for an AAF

9. On 10 May 2012, Ms Ungar notified Mr Vlad, the President of the FRH, and Ms Cocos of the AAF related to the analysis of the European Championships Sample (the "AAF Notification").

10. In the AAF Notification, the IWF informed Mr Vlad and Ms Cocos, that she was immediately suspended *"from any weightlifting activity"* and that the provisional suspension was to remain *"in force until all applicable procedures have been completed"*. The IWF further invited Ms Cocos to inform the IWF whether she requested the analysis of her B sample.

11. Moreover, the IWF informed Mr Vlad that the *"IWF does everything on its behalf to expedite the procedure due to the closeness of the London Games"* and asked Mr Vlad to *"respond within the set deadlines and take the necessary action"*.

C. Ms Cocos' participation in the 2012 London Olympic Games

12. On 27 June 2012, upon Ms Ungar's request, a testing mission under the IWF authority was carried out with a view of collecting an additional sample from Ms Cocos. The mission was prompted by information provided by the Athlete Passport Management Unit ("APMU") of the Laboratory according to which Ms Cocos had manipulated some of her samples and someone else had been passing the doping controls on her behalf. One urine and one blood samples were collected OOC from someone who presented herself as the Athlete.

13. On 20 July 2012, the APMU informed Ms Ungar that it was in a position to prove manipulation in relation to samples collected from Ms Cocos and it would soon be providing to the IWF the written documentation confirming the manipulation.

14. On the very same day, the then IWF President, Mr Aján sent an email to Mr Vlad informing him that *"[w]e have just received information that the laboratory detected the manipulation of the urine samples of Ms Roxana Cocos. It means the DNA analysis of her samples prove that some of her samples were provided by someone else"*.

15. Mr Aján further informed Mr Vlad that *"Based on the above and to try and avoid any scandals right before the London Olympic Games I suggest that you reconsider this athlete's nomination to the Games. There will be many tests in London as well and those controls are carried out by the IOC and they will release all information immediately"*.

16. On 24 July 2012, the APMU provided the written DNA profile analysis report (the "DNA Report") to the IWF which confirmed, amongst others, that the DNA from 20 July 2010 Sample and the 27 June 2012 Sample did not match the DNA from the World Championships Sample and the European Championships Sample.

17. On the same day, Ms Ungar notified Mr Vlad of *"the proof of manipulation by your lifter Ms Roxana Cocos"*. Ms Ungar further informed Mr Vlad to *"[p]lease consider her as provisionally suspended [from] today, the 24th July 2012. Therefore she shall be withdrawn from the 2012 London Olympic Games and replaced by someone else"*.

D. Ms Cocos' participation in the 2012 London Olympic Games

18. On 1 August 2012, Ms Cocos nevertheless participated in the women's 69 kg weightlifting competition of the 2012 London Olympic Games (the "London Games") and won the silver medal. After the competition, Ms Cocos was subject to an IC doping control where a urine sample No. 2718603 (the "Olympic Sample") was collected from her.

19. The analysis of the Olympic Sample did not result in an AAF at the time. However, in 2019, the Olympic Sample was reanalysed as part of the International Olympic Committee's (the "IOC") reanalysis programme of the samples collected during the London Games. Upon reanalysis, the Olympic Sample showed presence of metenolone and stanozolol metabolites.

20. On 23 November 2020, Ms Cocos was found by the IOC Disciplinary Commission to have committed an ADRV pursuant to the IOC Anti-Doping Rules and was disqualified from the London Games event in which she participated and was ordered to return the silver medal, diploma and pin she had obtained.

21. The two ADRVs committed by Ms Cocos, i.e. the sample substitution of 20 July 2010 and the presence of a prohibited substance in her 13 April 2012 sample were never pursued and/or sanctioned by the IWF.

22. On 20 August 2020, WADA notified the IWF, that a number of AAFs relating to IWF were indicated as still pending in its records and requested the IWF to initiate an investigation into these pending cases.

23. After being entrusted by the IWF with this mission, the ITA noticed that the 13 April 2012 AAF originated from a sample belonging to Ms Cocos.

24. On 23 June 2021, the ITA notified Ms Cocos that it was charging her for the presence of a Prohibited Substance in her 13 April 2012 Sample and for resorting to sample substitution on 27 June 2012. The sample substitution of 20 July 2010 was time-barred, so Ms Cocos could not be sanctioned for this ADRV. On 26 November 2021, the ITA issued a decision imposing a lifetime eligibility on Ms Cocos for her multiple ADRVs.

E. Procedural history

25. On 23 June 2021, the ITA, on behalf of the IWF, notified its Notice of Charge to Mr Vlad. In the Notice of Charge, the ITA summarized the evidence and basis of the assertion of the ADRVs and outlined the potential consequences of the ADRVs. The ITA also drew Mr Vlad's attention to the possibility for him to promptly admit the asserted ADRVs and/or to provide

substantial assistance to the ITA's investigation. Finally, the ITA invited Mr Vlad to provide his explanations as to the asserted ADRVs.

26. On 6 July 2021, Mr Vlad informed the ITA that he challenged the asserted ADRVs and that he requested *"that the case be referred to CAS Anti-Doping Division for hearing and adjudication"*.

27. On 19 August 2021, the ITA informed Mr Vlad that in light of his challenge of the asserted ADRVs, the matter would be refereed for adjudication to the CAS ADD pursuant to Article 8.1.1 of the 2021 IWF ADR.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 22 December 2021, the Claimant filed a Request for Arbitration with the Anti-Doping Division of the Court of Arbitration for Sport (the "ADD") in accordance with Article A13 of the Arbitration Rules of the ADD (the "ADD Rules").

29. On 23 December 2021, and in response to the letter from the Managing Counsel of the ADD, WADA informed that it did not wish to participate in these procedures.

30. On the same date, the Managing Counsel of the ADD requested the Respondent to provide the CAS ADD Office with his address by 28 December 2021.

31. In its Request for Arbitration, and in accordance with Article A16 of the ADD Rules, the Claimant requested that this procedure be referred to a Sole Arbitrator appointed by the President of the CAS ADD.

32. On 30 December 2021, the CAS ADD Office notified the Parties that no communication was received from the Respondent to date. The Respondent was therefore reminded to communicate his postal address by 5 January 2022 failing which the CAS ADD Office would consider that all communications should be sent to the Respondent by email only.

33. On 14 January 2022, the CAS ADD Office notified the Parties that the Respondent had failed to timely file his Answer to the Request for Arbitration. Since no communication was received from the Respondent, all future communication would be sent to the Respondent by email only.

34. On 17 January 2022, the CAS ADD Office, on behalf of the President of the ADD, informed the Parties, that Mr Jens Evald, Professor of Law in Aarhus, Denmark, had been appointed as the Sole Arbitrator.

35. On 18 January 2022, the CAS ADD Office, on behalf of the Sole Arbitrator, invited the Claimant to re-check the full and current address of the Respondent, in accordance with Article A13 (1) of the CAS ADD Rules at its earliest convenience. Further, the Claimant was invited to re-check the Respondent's email address.

36. On 19 January 2022, the Claimant provided the CAS ADD Office with the latest full postal address of the Respondent in Romania and a known postal address in Australia. Further, the

Claimant confirmed the Respondent's email address which was used to *"prior contemporaneous exchanges between the ITA and the Respondent"*.

37. On 20 January 2022, the Sole Arbitrator informed the Parties that he considered that the Respondent was properly notified with the Claimant's Request for Arbitration and its annexes by email of 23 December 2021 sent at 9.28 CET and that no Answer had been filed within the prescribed deadline. The Parties were invited by 24 January 2022 to inform the CAS ADD whether they requested a hearing to be held, and that any silence would be deemed as a waiver to the holding of a hearing.

38. On 24 January 2022, Mr Claude Ramoni informed the CAS ADD that his law firm had been instructed to represent Mr Vlad in these proceedings. In his letter, Mr Ramoni, maintained that Mr Vlad never received from the CAS ADD *"any letter by courier delivery, nor the request for arbitration or information about the appointment of an Arbitration Panel. Nevertheless, he has been informed that a case is pending before the CAS"*. Further, Mr Ramoni stated that a lack of proper notice may constitute an extremely serious breach of Mr Vlad's basic procedural rights, *"and an arbitration can obviously not be conducted if the Respondent has not been duly notified of the same"*. Accordingly, Mr Ramoni requested that the CAS ADD notified to him any letter, correspondence etc. issued by CAS ADD regarding Mr Vlad and to *"[r]e-start the procedure from scratch, i.e. notifying the request for arbitration to the Respondent and, cancelling all operations performed so far and setting new deadlines for the Respondent to file a reply, appoint an Arbitrator, etc"*.. Finally, Mr Ramoni requested that the CAS ADD could stay all possible deadlines in the matter.

39. On 25 January 2022, the CAS ADD Office invited the Claimant, no later than 28 January 2022, to comment on the Respondent's requests and informed the Respondent that a copy of the Request for Arbitration with exhibits would be sent to Mr Ramoni and that no deadlines were currently running

40. On the same date, the CAS ADD Office confirmed that Mr Ramoni had access to the CAS E-filing Platform for this matter.

41. On 26 January 2022, in his letter to the CAS ADD, Mr Ramoni made the following contentions:

"I observe that the request for arbitration filed by ITA of 22 December 2021 does not mention any address for the Respondent.

This contradicts article A13 of the CAS Anti-Doping Rules which clearly states that the ***request for arbitration must contain the name and full address of the Respondent****. As a consequence the request for arbitration* ***is not valid*** *and the CAS ADD should not have proceeded on this matter.*

The CAS practice to ask for the Respondent by email to provide its postal address is contrary to article A13 of the CAS ADD rules and of basic principle of Swiss procedural law, according to which it is for the Claimant to correctly identify the parties of the case.

Mr Nicu is irremediately affected by this situation as he has not been properly notified and made aware of al steps of the proceedings so far. All operations made by the CAS ADD, including the nomination of a sole arbitrator are therefore ***null and void*** *and must be cancelled.*

I therefore apply that this case be immediately closed and removed from the CAS role. ITA on behalf of IWF may refile a proper submission complying with the regulations if they wish to do so" (emphasis added by the Respondent).

42. On the same date, the CAS ADD Office invited the Claimant, no later than 28 January 2022, to comment on the Respondent's request to close and remove the procedure from the CAS role.

43. In its letter to the CAS ADD, on the same date, the Claimant noted, *"the Respondent's request of 24 and 26 January 2022 and the purported change of heart in relation to his participation and strategy in these proceedings are belated and scarcely conceivable attempts at derailing the proceedings. These attempts must fall"*. The Claimant's assertions may be summarised as follows:

44. As for the Respondent's letter of 24 January 2022, the Claimant noted that i) the Request for Arbitration was sent to the email address – an address which the Respondent had been using for the past ten years – from which the Respondent corresponded with the ITA just after being notified with the IWF's Notice of Charge and from which he specifically requested to be notified of forthcoming proceedings before the CAS ADD, ii) not only did the Respondent chose not to timely submit his Answer, but he also chose not to reply to any of the CAS ADD Office's correspondence in the present proceedings and the appointment of the Sole Arbitrator, iii) pursuant to Article A6 of the CAS ADD Rules the Respondent may be notified by email, iv) pursuant to Article A7 of the CAS ADD Rules, the time limits fixed under the CAS ADR shall begin the day after notification by CAS ADD is received, v) the Respondent did not challenge having received the Request for Arbitration via email simply noting that he had never received *"any letter by courier delivery"*, vi) the CAS ADD Rules does not provide for reinstatement of time limits which have already expired and vii) on 14 January 2022, the CAS ADD Office noted that the Respondent had failed to timely file his Answer, which marked the completion of the Written Submissions phase provided for in Article A19.2 of the CAS ADR.

45. As for the Respondent's letter of 26 January 2022, the Claimant noted that i) it provided in its Request for Arbitration the known current address of the Respondent, ii) the purpose of the requirements for the Request for Arbitration to contain the name and address of the Respondent as provided for in Article A13 of the CAS ADD Rules is to *"understand who the claimant and the respondent are, particularly, the CAS needs to know their contact details to enable communication between the parties and the Court Office"* and iii) declaring the Request for Arbitration inadmissible on the sole ground that the submission did not indicate the Respondent's potentially outdated postal addresses would undoubtedly amount to excessive formalism.

46. On 27 January 2022, in his letter to the CAS ADD Office, the Respondent *"respectfully draw your attention to a very interesting article published by Pauline Pellaux and Matthieu Reeb in the CAS Bulletin, which was made public only yesterday"*.

47. On the same date, the Claimant maintained that *"[t]he considerations in the article are irrelevant to the allegation raised by the Respondent"*.

48. On 28 January 2022, the CAS ADD Office, informed the Parties that their positions had been forwarded to the Sole Arbitrator for his consideration, and that the Parties, in the meantime were invited to refrain from filing unsolicited written submissions.

49. On the same date, and after considering the submissions of the Parties, the Sole Arbitrator informed the Parties that he deemed that the Request for Arbitration was admissible and the full grounds of such decision would be given in the Arbitral Award (see section VI of this Award). Further, the Sole Arbitrator invited the Respondent to file an Answer within 10 days from receipt of the letter. Finally, the Parties were invited, by 1 February 2022, to state whether they deemed a hearing necessary.

50. On 31 January 2022, in his letter to the CAS ADD, the Respondent informed that it was impossible to tell whether a hearing was necessary when the exchange of submissions had not been completed.

51. On the same date, the CAS ADD Office informed the Parties that the time limit of 28 January 2022 to submit their positions about holding a hearing was set aside, and a new seven-day deadline was granted to both Parties upon filing of the Respondent's Answer.

52. On 7 February 2022, the Respondent filed his Answer with exhibits.

53. On the same date, the CAS ADD Office invited the Parties, by 10 February 2022, to inform whether they requested a hearing in this matter.

54. On 10 February 2022, the Claimant requested the Sole Arbitrator to allow the Claimant to file a brief reply pursuant to Article A19.1 of the CAS ADD Rules. The Claimant underlined that such reply would be limited in scope of the allegations made by the Respondent in the Answer and identified as misleading by the Claimant.

55. On the same date, the Respondent informed the CAS ADD that he preferred the Sole Arbitrator to issue an award based on the written submissions and did not consider a hearing necessary in the present matter. Further, the Respondent submitted that the case was ready to be adjudicated and that the Claimant was not in a position to request a second round of submissions in absence of any exceptional circumstances as per Article A19.2 of the CAS ADD Rules.

56. On 11 February 2022, and considering that the Respondent's position that the case was time-barred had not been addressed by the Claimant in its Request for Arbitration, the Sole Arbitrator, in accordance with Article A19.1 (1) of the ADD Rules, granted a deadline until 25 February 2022 to file a Reply, strictly limited to the allegations made by the Respondent in the Answer and identified as misleading by the Claimant. Thereafter, the Respondent was given a 14-day time limit to file his Second Response.

57. On 23 February 2022, the Claimant filed its Reply with exhibits.

58. On 8 March 2022, the Respondent filed his Second Answer.

59. On the same date, the CAS ADD Office invited the Claimant, by 11 March 2022, to express its position about holding a hearing in this matter.

60. On 11 March 2022, the Claimant informed the CAS ADD that it did not deem a hearing to be necessary.

61. On the 14 March 2022, the Respondent signed and returned the Order of Procedure.

62. On the 18 March 2022, the Claimant signed and returned the Order of Procedure.

IV. SUBMISSIONS OF THE PARTIES

A. The Claimant

63. The Claimant's submissions, in essence, may be summarised as follows:

1. The Respondent is subject to the IWF ADR

- The asserted ADRVs occurred in 2012 and shall therefore be governed by the ADR in force at the time, i.e. the 2009 IWF ADR.

- As per the principle of *tempus regit actum*, the 2021 IWF ADR, currently in force and in force when the Respondent was notified of the charges shall govern the procedural aspects of this matter.

- As per the *Introduction* of the 2009 IWF ADR (*"Scope"* and *"Scope of These Anti-Doping Rules"*), the IWF ADR applies, *inter alia*, to the IWF and to each of its National/Member Federation.

- Mr Vlad was IWF Vice-President (2009-2013 and 2017-2021), First Vice-President (2013-2017) and Chairman of the IWF Anti-Doping Commission (2010-2013) and of the IWF Technical Committee (2017-2021). In other words, Mr Vlad held the most senior offices and appointments of the FRH and of the IWF – uninterruptedly – from 1997-2021.

- At the time of the alleged ADRVs Mr Vlad was President of the FRH and Vice-President of the IWF. Mr Vlad was also the Chairman of the IWF's Anti-Doping Commission and Vice-President of the Romanian Olympic Committee. In those capacities, Mr Vlad was also involved and supervised the FRH and IWF anti-doping activities. In particular the administration of AAFs and ADRVs committed by FRH athletes.

- As the President of the FRH and the Vice-President of the IWF, Mr Vlad held the most senior positions at the helm of both the FRH and the IWF. An organization, or federation in this case is an abstraction. A legal entity can only breach the law through its representatives and organs. This is not only an internationally recognized legal principle

but also one which the IWF, as a Swiss-law association, is subject to as per Article 55 of the Swiss Civil Code.

- As the main organ of the FRH, Mr Vlad took the executive decisions for the FRH and could also held liable for its actions under the 2012 IWF ADR. In other words, there is no doubt that the President of a National Federation and the Vice-President of the IWF fall under the scope of the 2009 IWF ADR which provides that *"these Anti-Doping Rules shall apply to IWF, each National Federation of IWF"*.

- This interpretation of the scope of the 2009 IWF ADR is not only the Claimant's but was also confirmed by the drafters of the 2021 IWF ADR. The 2021 Code and IWF ADR clarified that "IWF" and "National Federations" (now "Member Federations") include: *"its board members, directors, officers and specified employees"*.

- Moreover, in accepting to hold the highest office of the FRH, the IWF and of the sport of weightlifting in general, Mr Vlad undoubtedly accepted to be bound by the rules and regulations of the IWF, including the provisions of its Anti-Doping Rules.

- Even if the 2009 IWF ADR were not to be considered applicable to Mr Vlad by way of his position as an organ/or governing officer of the FRH and the IWF – *quod non* – there is no doubt for the Claimant that the 2009 IWF ADR is applicable to Mr Vlad as a *Participant* to the activities of the IWF and the FRH.

- The definition of *Participant* in the 2009 IWF ADR includes *"any Athlete or Athlete Support Personnel", "Athlete Support Personnel* being in turn define as including *"any* […] *official* […] *working with* […] *or assisting an Athlete participating in or preparing for sports Competition"*.

- It is reminded that the Respondent, a former elite weightlifter notably winning Olympic gold (1984), silver (1988) and bronze (1996) medals, was the Head-Coach of the FRH from 1998-2010 while simultaneously being President of the FRH (1997-2021).

- As the President of the FRH, Mr Vlad continued to occupy a significant role in assisting FRH athletes preparing and participating in IWF events, notably being involved in the daily activities of the FRH which included i) registering FRH athletes for IWF competitions, ii) organising FRH competitions, iii) organising and attending FRH national training camps, iv) organizing the registering of whereabouts information in relation to FRH athletes, v) being the FRH's point of contacts for anti-doping matters related to FRH athletes.

- Finally, it is also reminded that Mr Vlad was also spear-heading the IWF's anti-doping activities and development at the time of the asserted ADRVs, notably in his capacity as Chairman of the IWF Anti-Doping Commission which the Respondent led from 2010 until 2013.

- In light of the foregoing, there is no doubt that the 2009 IWF ADR was applicable to Mr Vlad, both as the most senior official of the FRH and the IWF and as *Participant* to the activities of the IWF and the FRH, in particular in their respective anti-doping activities.

- As for the subsequent versions of the IWF ADR including the 2021 IWF ADR, the Respondent did not, to the best of the Claimant's knowledge, step down from his position as President of the FRH in 2013. On the contrary, on 23 March 2013 Mr Vlad celebrated his re-election as the FRH President. More precisely, the Respondent remained President of the FRH until 2021 when he voluntarily decided to step down further to being charged by the IWF with the ADRVs subject to the present proceedings.

2. Statutes of Limitations

- Mr Vlad knowingly did not enforce a provisional suspension and allowed Ms Roxana Cocos, an international elite Romanian weightlifter to compete at the 2012 London Olympic Games – competition where she obtained a silver Olympic medal – although Ms Cocos had been caught using anabolic steroids and resorting to sample substitution in the lead up to the London Olympic Games.

- With the coming into effect of the 2015 World Anti-Doping Code (the "WADC") and thus of the 2015 IWF ADR adopted on 1 January 2015 ("2015 IWF ADR"), the applicable statute of limitations was extended to 10 years. The Respondent was first Vice-President of the IWF and the President of the FRH. The 2015 IWF ADR were thus fully applicable to him.

- More precisely, Article 20.7.2 of the 2015 IWF ADR clarified that the revised 10-year statute of limitations of Article 17 of the 2015 IWF ADR had retroactive effect and therefore also applied to ADRVs which occurred prior to the coming into effect of the 2015 IWF ADR.

- In the present case, the ADRVs were committed in 2012. Therefore, as on the Effective Date of the 2015 IWF ADR (i.e. 1 January 2015), the 8-year limitations period had not expired. As per Article 17 and 20.7.2 of the 2015 IWF ADR, the limitations period was extended to 10 years, i.e. until 1 August 2022 at a minimum. The 10-year statute of limitations continued in the 2021 ADR.

- Article 17 and 20.7.2 of the 2015 IWF ADR pursuant to which the applicable limitation period was extended to 10 years are neither contrary to Swiss law nor to the jurisprudence of the European Court of Human Rights (the "ECHR").

- Swiss law, much like the IWF ADR, follows the general rule that limitation periods can be extended if the extension only applies to claims or offences that were not time barred at the time of the extension, cf. Article 49 of the Final Chapter of the Swiss Civil Code. The same principal is also applied in Swiss criminal law, cf. Articles 97(4) and 101 (3) of the Swiss Criminal Code.

- Neither the principle of "non-retroactivity" nor the principle of *lex mitior* apply to procedural rules, including statute of limitation provisions, cf. Decision of the Swiss Supreme Court 4A_620/2009 of 7 May 2010, para. 4.2 *et seq*.

- The ECHR confirmed that extensions of statute of limitations periods are not contrary to the ECHR if the offence is not time-barred at the time of the extensions, cf. *ECHR, Coëme v. Belgium* paras. 148-149.

- Finally, CAS jurisprudence also confirms that limitation periods can be extended such as with the entry into force of the 2015 WADC and the 2015 IWF ADR, for example CAS 2017/O/5039, at para. 76.

3. The Evidence of the Respondent's ADRVs

- Ms Cocos was suspended twice by IWF prior to the 2012 London Olympic Games for the use of a prohibited substance and for sample substitution.

- Despite being fully aware of the fact that Ms Cocos had been caught using anabolic steroids in the lead-up to the 2012 London Olympic Games, Mr Vlad allowed Ms Cocos to participate in the women's 69kg weightlifting competition of the 2012 London Olympic Games, an event organized the IWF and listed in the IWF calendar.

- In addition, Mr Vlad also allowed Ms Cocos' use of sample substitution and prohibited substances to remain entirely unsanctioned, even after the 2012 London Olympic Games, seeing as resuming the corresponding Results Management proceedings would have necessarily led Ms Cocos' London results being disqualified and the initial cover-up being exposed.

- Article 2.5 of the 2009 IWF ADR prohibits *Tampering* and *Attempted Tampering* which is defined as *"conduct which subverts the Doping Control process"*. As defined in the 2009 IWF ADR and confirmed by CAS jurisprudence, a broad range of conduct may be qualified as Tampering, i.e., *"engaging in any fraudulent conduct to alter results or prevent normal procedure from occurring"*.

- In addition, and pursuant to Article 2.8 of the 2009 IWF ADR, *"assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or any Attempted anti-doping rule violation"* also constitutes an ADRV.

- There is sufficient evidence to conclude that Mr Vlad knowingly did not enforce Ms Cocos' Provisional Suspensions. The content of the emails of 20 and 24 July 2012 are abundantly clear: the Athlete was to be removed from the 2012 London Olympic Games and the fear of having her test positive (and not being able to conceal it) were expressly mentioned by the Respondent. The fact that the email audit trail stops after 24 July 2012 is not only expected, but further corroborates the evidence of the ADRV.

- Mr Vlad, as the then FRH President, had the power and responsibility to enforce the Provisional Suspension.

- As provided by Article 7.8 of the 2009 IWF ADR, the National Federations were responsible to ensure that Athletes were notified of test results, sanctions and decisions notified by IWF.

- The notification by the IWF to the FRH and to Mr Vlad of results management documents in relation to Ms Cocos was not only standard practice but Mr Vlad as the President of the FRH was required to act upon the IWF's notification. In fact, this is precisely what Mr Vlad did on a day-to-day for other Results Management proceedings involving FRH athletes.

- Moreover, and pursuant to Article 14.5 of the 2009 IWF ADR, National Federations must recognize and implement all decisions taken by the IWF under the IWF ADR.

- Again, as the President of the FRH, Mr Vlad had a duty under the IWF ADR to act upon and to implement the IWF's decision to twice provisionally suspend Ms Cocos prior to the 2012 London Games.

- Following the reanalysis in 2019 of the samples provided during 2012 London Olympic Games, all four weightlifters representing Romania at the London 2012 London Olympic Games were retested positive for multiple anabolic steroids. In other words, every single FRH athlete competing at the 2012 London Olympic Games was using prohibited substances. However, and contrary the three other FRH weightlifters who were only tested positive further to the reanalysis of their samples, Ms Cocos had been tested positive *prior* to her participation in the Olympic Games.

- In conclusion, the Claimant, on behalf of the IWF, has discharged its burden of establishing to the comfortable satisfaction of the Sole Arbitrator, that Mr Vlad tampered with the Doping Control process and was complicit in the ADRVs committed by Ms Cocos and, thus, committed ADRVs pursuant to Articles 2.5 and 2.8 of the 2009 IWD ADR.

4. Period of Ineligibility

- Pursuant to Article 10.7.4 the violations shall be considered together as one single first violation and the sanction imposed shall be based on the violation that carries the more sever sanction.

- With regard to Tampering Article 10.3.1 of the 2009 IWF ADR provides that the period of Ineligibility imposed for the violation of Article 2.5 shall be two years unless the conditions for Aggravating Circumstances pursuant to Article 10.6 of the 2009 IWF ADR are met.

- With regard to Complicity, and pursuant to Article 10.3.2 of the 2009 IWF ADR, the period of Ineligibility imposed for the violation of Article 2.8 shall be a minimum four years up to a lifetime unless the conditions for Exceptional Circumstances pursuant to Article 10.5 of the 2012 IWF ADR are met.

- The Claimant submits that in light of Mr Vlad's status and high official positions held within the FRH and the IWF and his involvement in the FRH's and the IWF's anti-doping matters and given the particularly deceptive and obstructing conduct displayed by Mr Vlad, the appropriate sanction shall be a lifetime period of Ineligibility.

- This period of Ineligibility can be potentially reduced or suspended only if the conditions provided in Article 10.5, 10.6 or 10.7 of the 2021 IWF ADR (and/or equivalent provisions of the 2009 IWF ADR) are met.

- The Claimant submits that none of these provisions are applicable to the present proceedings. Therefore, the Respondent should be sanctioned with a lifetime period of Ineligibility.

- The behaviour displayed by Mr Vlad is grave and warrants a clear reaction. These are offences of the utmost seriousness committed by an official at the helm of the national and international institutions of the sport of weightlifting. As the former President of the FRH and one of the most senior officials at the IWF, Mr Vlad must bear great responsibility and the maximum sanction, i.e. a lifetime period of Ineligibility.

64. In its Request for Arbitration, the Claimant requested the following relief:

1. *The IWF's request is admissible.*

2. *Mr Nicu Vlad is found to have committed ADRVs for Tampering or Attempted Tampering and Complicity pursuant to Articles 2.5 and 2.8 of the 2009 IWF Anti-Doping Rules.*

3. *Mr Nicu Vlad is sanctioned with a lifetime period of Ineligibility starting on the date on which the CAS ADD award enters into force.*

4. *The costs of the proceedings, if any, shall be borne by Mr Nicu Vlad.*

5. *The ITA is granted an award for its legal and other costs.*

6. *Any other prayer for relief that the Hearing panel deems fit in the fact and circumstances of the present case.*

B. The Respondent

1. The Respondent is not subject to the IWF ADR

- While the Respondent accepts that the CAS ADD has jurisdiction pursuant to an arbitration agreement reached by the Parties, he challenges that the IWF ADR are enforceable against him.

- Regardless the Respondent's former position in the RWF, he is, and has never been, subject to the IWF contemporaneously with the participation of Ms Cocos in the 2012 London Olympic Games.

- It derives from the scope of the 2009 IWF ADR that three legal or natural persons are subject to the 2009 IWF ADR: i) the IWF, ii) the National Federations, and iii) Participants in the activities of the IWF.

- Logically, the IWF ADR applies to the IWF itself as the IWF is the investigating and adjudicating body. It also applies to IWF members, that is the National Federations, upon which the IWF has jurisdiction, see Article 5.1 of the IWF Constitution. Finally, these anti-doping rules apply to participants as a participant to an event is deemed to accept the anti-doping rules as a condition of participation.

- The Respondent does not fall under these three categories of persons. Obviously, as an individual, he cannot be characterized as the "IWF" or as a "National Federation", whatever his position was within the IWF and the RWF.

- Under the 2009 IWF ADR, a National Federation is defined in those terms: *"A national or regional entity which is a member of or is recognized by IWF as the entity governing the IWF's sport in that nation or region"*. The Respondent - as an individual – has never been an IWF member and can therefore not be subject to the IWF ADR, even in his former capacity of RWF President.

- The Respondent has never been a participant to IWF activities according to the definition provided under the IWF ADR. In these rules, a Participant is defined as *"Any Athlete or Athlete Support Personnel"*, whereas the Athlete Support Personnel is *"Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent or any other Person Working with, treating or assisting an Athlete participating in preparing for sports Competitions"*.

- On the occasion of the 2012 Olympics, the Respondent was not working with any weightlifters; he was not treating them and was not assisting any athletes to participate or to prepare for competitions.

- In addition, the Respondent has never been employed by athletes and was therefore not part of their "personnel". As defined by the dictionary, the personnel are constituted of the *"people who are employed in a company, organization, or one of the armed forces"*.

- One should bear in mind that the IWF ADR shall be interpreted *contra proferentem*, which means that possible inconsistencies or ambiguities must be construed against the legislator, i.e. the IWF. The application of such interpretation principle makes it clear, should there be any doubt, that the Respondent was not at the service of the athletes, unlike doctors, coach, agents, etc. which excludes to consider him as an athlete support personnel.

- To conclude, the Respondent was not within the scope of application of the 2009 IWF ADR. He was not bound by this set of rules and can therefore not be sanctioned as he could not violate the 2009 IWF ADR.

- By contrast, the 2021 IWF ADR foresee that they are applicable to *"Member Federations, including their board members, directors, officers* […]*"*. But such rule was not in force in 2012 and the ITA cannot go against the clear wording of the 2009 IWF ADR to extend the scope to the Respondent. This would contravene the principle of non-retroactivity, see Article 24.6 of the 2021 IWF ADR.

- Therefore, the 2009 IWF ADR shall be construed literally, with the consequence that the Respondent is not subject to the 2009 IWF ADR: he is not himself a "National Federation". The submission of the ITA the President of a National Federation and the National Federation itself should be considered as one is grossly misconceived and violates Swiss law.

- As accepted by the ITA, the Respondent left the RWF Presidency in 2013. The consequence is that he cannot be bound by any regulation adopted by the IWF after the end of his presidency. Thus, the 2021 IWF ADR cannot be applied in this matter.

- The Respondent was not, and has never been, a member of the IWF; therefore, the only possible link between the IWF ADR and the Respondent is not an associative relationship, but a *contractual* one. The Respondent can therefore not be bound by rules that have been adopted by the IWF after the termination of his mandate of RWF President; once the Respondent's duties for the RWF were over, he was not in a position to approve to the subject of new rules.

- Since the Respondent never gave his consent to be bound by the 2021 IWF ADR, these new sets of rules cannot be enforced against him. He cannot be contractually bound by the 2021 IWF ADR as he never consented to them as the RWF President.

- To conclude, the ITA commenced proceedings against the wrong person: only the RWF and/or the IWF can be associated with any offence perpetrated with respect to the participation of Ms Cocos in the 2012 London Olympic Games.

2. Statutes of Limitations

- Should the 2009 IWF ADR be found to be applicable, *quod non*, there would be an 8-year limitation period, as specified by Article 17.

- Assuming that the offence took place when the medal was won by Ms Cocos, this would mean that the IWF, or the ITA, should have commenced action against the Respondent before 1 August 2020. However, the ITA commenced its action on 23 June 2021 only, when the Notice of Charge was served to the Respondent. At that time, the alleged offence was already time-barred.

- Even though the ITA accepted that the dispute was governed by the 2009 IWF ADR, the ITA suddenly would refer to the 2015 IWF ADR in order to submit that the new set of rules would implement a revised ten-year statute of limitations, which may be applied retroactively.

- With all due respect, the 2015 IWF is of no avail for the ITA as these rules are clearly not applicable in the case at hand.

- Assuming that the IWF ADR can be enforced against the Respondent, which is challenged, he submits that the issue of statute of limitations is exclusively governed by Article 17 of the 2009 IWF.

- The Respondent understands that the 2021 IWF ADR foresees a 10-year limitation period. However, the 2021 IWF ADR is clearly not applicable.

- Indeed, the 2021 IWF ADR implement a stricter regime against the Respondent because the limitation period is extended to 10 years. Under Swiss law, amendments to the law can only have an effect on offences that were committed after the amendment came into force. The same must apply to an extension of the limitations period. In particular the Swiss federal Tribunal held that a limitation period, which had been extended by a new law, could not be applied retroactively, as it would breach the principle of *lex mitior*. Thus, an offence committed under the old law is prescribed under the old law if the latter is milder than the new one. Applied to this case at hand, these findings mean that the 8-year limitations period foreseen in the old law (2012 IWF ADR) shall apply because this is more lenient that the new law (2021 IWF ADR), which extends the limitation period to 10 years.

- The Respondent submits that the findings of the Swiss federal Tribunal made in criminal matters are applicable, by analogy, in disciplinary proceedings. Therefore, Article 16 of the 2021 IWF ADR cannot be applied retroactively as it would be a breach of *lex mitior principle* and therefore a violation of Swiss law.

- Basicly, a statute of limitations is a guarantee of due process, cf. EHRC *Oleksandr Volkov v. Ukraine,* (application n 21722/11, § 37). The Respondent is placed in an extremely difficult position by the ITA as he is required to provide explanations and retrieve evidence for facts that have allegedly happened almost 10 years ago. This can on lead to injustice, as this matter cannot be solved on the basis of reliable evidence.

- To conclude, the proceedings brought by the ITA against the Respondent are unfair and shall be barred in application of Article 17 of the 2009 IWF ADR, should these rules apply at all.

3. The Respondent did not tamper the doping control process

- Even if one were to consider that the Respondent was subject to the 2009 IWF ADR, which is vehemently challenged, it appears that he cannot be held liable for Tampering or Complicity, as defined in Article 2.5 and 2.8 of the 2009 IWF ADR.

- The ITA correctly submits that the burden of proof lies upon the IWF and that the degree of proof is the test of comfortable satisfaction. Since the ITA claims that the Respondent would somehow be involved in a Conspiracy aiming at allowing Ms Cocos to participate in the 2012 London Olympic Games and bearing in mind that a lifetime ban is sought against the Respondent, it is the ITA's duty to adduce particularly cogent evidence of the Respondent's deliberate personal involvement in the alleged wrongdoing.

- However, the ITA fails to provide any evidence that the Respondent would have committed any ADRV. The ITA merely produces some emails sent by the IWF to the RWF, using the following electronic addresses: *"frh@frhaltere"; office@frhaltere.ro"*. These email addresses are business addresses and there is no evidence that the Respondent had a personal access to these mailboxes or that he actually received these emails.

- Furthermore, the ITA fails to establish that the Respondent would have undertaken any action that can be construed as an ADRV as a result of these emails. In fact, the Respondent did not adopt any wrong behaviour, with the consequence that he did not Tamper the Doping Control process and was not accomplice of anything.

- As correctly recalled by the ITA, the doping controls underwent by Ms Cocos on 20 July 2010, 20 September 2010 and 13 April 2012 were performed by the National Anti-Doping Organisation of Hungary ("HUNADO"), on behalf of the IWF. For these three samples, the IWF was responsible for the results management. It is therefore of the IWF's duty to impose a (provisional) suspension in case an ADRV was committed. It was also for the IWF to ensure that any suspension would be properly enforced, see Article 7.1 and 8.1 of the 2009 IWF ADR; Article 15.3 of the 2009 WADC also makes it clear that the international federations have the authority to conduct results management by default.

- If the ITA's claim is that the Ms Cocos should have been prevented from participating in the 2012 London Olympic Games as a result of a (provisional) suspension, the responsibility for such participation lies with the IWF, which was undoubtedly the competent authority to impose sanctions and to enforce them.

- On the record, there is not the slightest piece of evidence that the Respondent effectively took any wrongful action. The case of the ITA relies on assumptions, which is certainly not enough to prove an ADRV with the comfortable satisfaction. According to a leading commentator, it is important that inferences are drawn from facts established by the

evidence and that the process does not become one of speculation or conjecture which is not based on proven facts from which an inference can be properly drawn.

- On the balance of probability, the lifetime ban sought by the ITA is without merit as there is not the slightest piece of evidence of the Respondent's involvement in any wrongdoing.

- Assuming that Ms Cocos participating in the Olympics despite a suspension, the IWF ADR specifically provides for a remedy for such situation; Article 10.10.12 IWF ADR provides for sanctions when a violation of the prohibition of participation during ineligibility occurs. There is no explanation why the ITA did not seek to apply the correct remedy in this matter.

65. In his Answer, the Claimant requested the following prayers for relief:

"I. The request for arbitration filed by the ITA, on behalf of the IWF, is dismissed;

II. Mr Nicu Vlad is granted an award for costs".

V. JURISDICTION

66. According to Article 8.1.1 of the 2021 IWF ADR, the IWF has delegated its responsibility to act as first instance to the CAS ADD and the procedural rules of the arbitration shall be governed by the rules of the CAS ADD.

67. Article A2 of the CAS ADD Rules provides that the CAS ADD has jurisdiction to rule as a first-instance authority on behalf of any sports entity which has formally delegated its powers to the ADD to conduct anti-doping proceedings and impose applicable sanctions.

68. The Parties further confirmed that the ADD has jurisdiction over the present matter by signing the Order of Procedure.

69. In consideration of the foregoing, the Sole Arbitrator confirms the jurisdiction of the ADD to decide this matter.

VI. ADMISSIBILITY

The Respondent maintains that the Request for Arbitration does not mention any address for the Respondent, and, therefore, contradicts Article A13 of the CAS ADD Rules and of *"basic principle of Swiss procedural law, according to which it is for the Claimant to correctly identify the parties of the case"*. The Respondent asserts that Mr Nicu was *"irremediately affected by this situation as he has not been properly notified and made aware of al steps of the proceedings so far"*. As a consequence, the Request for Arbitration is not valid and the case must be declared null and void, cancelled and removed from the CAS role.

70. Article A13 of the CAS ADD Rules deals with the content of a Request for Arbitration filed with the CAS ADD:

"A request for arbitration in respect of an alleged anti-doping rule violation shall be filed with CAS ADD by or on behalf of the WADC signatory (or as otherwise set out in these Rules) alleging the occurrence of an anti-doping rule violation, by way of a written request for arbitration containing:

- *the name and full address of the Respondent(s) and of any third parties (including any parties that should be made aware of the proceedings;*

[…]

If all such requirements are not fulfilled when the request for arbitration is filed, CAS ADD may grant a single short deadline to the Claimant to complete the request, failing which CAS ADD shall not proceed".

71. The Claimant, *inter alia,* argues that i) it provided in its Request for Arbitration the known current address of the Respondent; ii) the Request for Arbitration was sent to the email address which the Respondent had been using for the past ten years, from which the Respondent corresponded with the ITA just after being notified with the IWF's Notice of Charge and from which he specifically requested to be notified of forthcoming proceedings before the CAS ADD; iii) the Respondent did not challenge having received the Request for Arbitration via email; iv) the purpose of the requirements for the Request for Arbitration to contain the name and full address of the Respondent is to *"understand who the claimant and the respondent are, particularly, the CAS needs to know their contact details to enable communication between the parties and the Court Office"*; and v) declaring the Request for Arbitration inadmissible on the sole ground that the submission did not indicate the Respondent's potentially postal addresses would undoubtedly amount to excessive formalism.

72. The Sole Arbitrator observes that, in his letter to the CAS dated 24 January 2022, Mr Ramoni informed that he represents the Respondent in these proceedings. In its letter to the Parties dated 25 January 2022, the CAS ADD confirmed that a copy of the Request for Arbitration would be sent to Mr Ramoni by email and courier. Such courier was duly delivered to Mr Ramoni on 26 January 2022. In a separate letter to the Parties on the same day, the CAS ADD confirmed that Mr Ramoni now had access to the CAS E-filing Platform for this matter. In his letter dated 26 January 2022, Mr Ramoni asserted that the Request for Arbitration is not valid as it contradicts Article A13 of the CAS ADD Rules, which states that the Request for Arbitration must contain the name and full address of the Respondent.

73. After considering the submissions of the Parties, the Sole Arbitrator takes into account that the Respondent was notified of the proceedings at the email address which was used during the whole ITA procedure and that the Respondent had used to request notification of the CAS ADD proceedings. The Respondent did not challenge having received the Request for Arbitration via email. Therefore, the Sole arbitrator is satisfied that the Respondent was notified with the Claimant's Request for Arbitration and its annexes by email of 23 December 2022 sent at 9.28 CET.

74. Pursuant to Article A13 of the CAS ADD Rules, a Request for Arbitration must contain *"the name and full address of the Respondent(s)".* Further Article A6 of the CAS ADD Rules states that *"notifications and communications shall be sent to the address shown in the Request for Arbitration, or to any*

other address specified at a later date". The Sole Arbitrator takes into account that the addresses were communicated by the Claimant on 19 January 2022. The Sole Arbitrator considers these to be valid addresses in the absence of any contrary indication by the Respondent. To decide otherwise would give a disproportionate importance to the formal conditions of the Request for Arbitration, in light of the fact that the Respondent was successfully notified by email and, thereafter, by courier via his counsel and in light of the minimal impact for the Respondent to have his case heard on the merits rather than to have it disposed of on a technicality.

75. Under these circumstances, the Sole Arbitrator deems that the Request for Arbitration is admissible as it does not violate basic principles of Swiss procedural law and there is no prejudice to the Respondent.

76. Since the Request for Arbitration complies with formal requirements set by the ADD Rules, the Sole Arbitrator finds that the Request for Arbitration is admissible.

VII. APPLICABLE LAW

77. Article A20 of the CAS ADD Rules provides as follows:

"The Panel shall decide the dispute in accordance with the WADC and with the applicable ADR or with the laws of particular jurisdiction chosen by agreement of the parties or, in absence of such choice, according to Swiss law".

78. The asserted ADRVs occurred in 2012 and shall therefore be governed by the IWF ADR in force at the time, i.e., the 2009 IWF ADR.

79. No Party objected to the application of the 2009 IWF ADR.

80. Based on the above, the Sole Arbitrator finds that the 2009 IWF ADR are applicable in the present matter.

81. With respect to the procedural matters, the 2021 IWF ADR is applicable by virtue of the principle *tempus fugit actum*.

VIII. MERITS

82. The Sole Arbitrator notes that while he has carefully considered the entirety of the Parties' written submissions and annexes he only relies below on that evidence he deems necessary to decide the dispute.

A. Is the Respondent subject to the IWF ADR?

83. The principle dispute between the Parties stems from the proper interpretation of the Scope of the 2009 IWF ADR, which reads, in part, as follows:

"These Anti-Doping Rules shall apply to the IWF, each National Federation of the IWF, and each Participant in the activities of the IWF or any of its National Federations by virtue of the Participant's membership, accreditation, or participation in the IWF, its National Federations, or activities or Events. Any Person who is not a member of a National Federation and who fulfils the requirements to be part of the IWF registered Testing Pool, must become a member of the Person's National Federation, and must make himself or herself available for Testing, at least six months before participating in International Events or events of his/her National Federation".

[…]

"It is the responsibility of each National Federation to ensure that all national-level Testing on the National Federation's Athletes complies with these Anti-Doping Rules. In some countries the National Federation itself will be conducting the Doping Control described in these Anti-Doping Rules. In other countries, many of the Doping Control responsibilities of the National Federation have been delegated or assigned by statute or agreement to a National-Antidoping Organization. In those countries, references in these Anti-Doping Rules to the National Federation shall apply, as appropriate, to the National Anti-Doping Organization.

These Anti-Doping Rules shall apply to all Doping Controls over which the IWF and its National Federations have jurisdiction".

84. On one hand, the Respondent asserts that he is not subject to the IWF ADR, regardless his former position in the IWF or in the FRH and therefore he challenges that the IWF ADR are enforceable against him. It derives from the scope of the 2009 IWF ADR that three legal or natural persons are subject to the 2009 IWF ADR: i) the IWF, ii) the National Federations, and iii) Participants in the activities of the IWF. The Respondent does not fall under these three categories of persons. The 2009 IWF ADR must be construed literally. The 2021 IWF ADR are applicable to *"Member Federations, including their board, directors, officers specified employees"*. But such rule was not in force in 2012 and to apply the 2021 IWF ADR would contravene the principle of non-retro-activity. Therefore, he was not within the scope of application of the 2009 IWF ADR. It follows, that the Respondent is not bound by this set of rules and can therefore not be sanctioned as he could not violate the 2009 IWF ADR.

85. On the other hand, the Claimant maintains that in his capacity of FRH President, IWF Vice-President and Chairman of the IWF Anti-Doping Commission, the 2009 IWF ADR were and are undoubtedly applicable to Mr Vlad. In accepting to hold the highest office of the FRH, the IWF and of the sport of weightlifting in general, Mr Vlad undoubtedly accepted to be bound by the rules and regulations of the IWF, including the provisions of its Anti-Doping Rules. Moreover, the fact that Mr Vlad was actively involved in administrating anti-doping matters within the FRH and the IWF also further demonstrates that he had actual knowledge of the content of the Anti-Doping Rules. The Respondent's interpretation of the Scope of the 2009 IWF ADR is confirmed by the drafters of the 2021 WADA Code and the 2021 IWF ADR. The 2021 WADC and the 2021 IWF ADR clarified that "IWF" and "National Federations" (now "Member Federations") include: *"its board members, directors, officers and specified employees"*.

86. As a threshold matter, the Sole Arbitrator notes that it is for the Claimant, and in line with the general principle for disciplinary cases according to which the burden of proof lies with the

accuser, to prove its case against the Respondent. It follows, therefore, that the onus is on the Claimant to establish the true meaning of the Scope of the 2021 IWF ADR.

87. Here, the Sole Arbitrator notes that, pursuant to Article 18 of the 2009 IWF ADR "*shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes*" and "*the INTRODUCTION and the APPENDIX I DEFINITIONS shall be considered integral parts of these Anti-Doping Rules*". Therefore, the proper approach to the interpretation of the Scope is to read the Scope and the 2009 IWF ADR together as an autonomous anti-doping code.

88. The Sole Arbitrator notes that according to Swiss law, statutes and regulations of associations have to be construed and interpreted in the same way as public laws, cf. CAS 2011/A/2675, with citations from Swiss Federal Tribunal decisions and leading commentators. Accordingly, CAS jurisprudence requires the interpretation of the statutes and rules of sport associations to be objective and always to start with the wording of the rule, cf. CAS 2002/O/422. It follows that the adjudicating body has to consider the meaning of the rule, looking at the language used, the appropriate grammar and the syntax. The intentions (objectively construed) of the association including any relevant historical background may be taken into consideration, cf. CAS 2011/A/2675. The Sole Arbitrator holds that these findings applies to the interpretation of the Scope of the 2009 IWF ADR.

89. The Sole Arbitrator notes that in deciding cases involving the interpretation of anti-doping regimes, the need for "clarity", "certainty" and "predictability" in anti-doping rules, where, if athletes or other persons are found to have committed an ADRV, they may lose their sporting careers. This has been emphasized in constant CAS case law, cf., e.g. CAS 2008/A/1545, CAS (Oceania Registry) A1 2009 and CAS 2019/A/6278.

90. The wording of the Scope of the 2009 IWF ADR (*"shall apply to the IWF, each National Federation of the IWF, and each Participant in the activities of the IWF"*) is broad, and the Sole Arbitrator finds that the Claimant's interpretation that natural persons falls under the categories "IWF" and "National Federations" is equally open as the Respondent's interpretation that natural persons does not fall under the categories "IWF" and "National Federations".

91. Interpreted from the perspective of systematic interpretation, the Sole Arbitrator observes that, with regard to sanctions, a distinction in the 2009 IWF ADR is made between natural persons (Article 10: "Sanctions on Individuals") and legal persons (Article 12: "Sanctions and costs assessed against National Federations"). However, no such distinction is made in Article 1 ("Definition of Doping") and Article 2 ("Anti-Doping Rule Violations"). If the draftspersons of the WADC 2009 and the 2009 IWF ADR intended to limit ADRVs committed by "IWF" and "National Federations" to legal persons, it would have been simple to do so by reference to Article 12.

92. The Sole Arbitrator observes that the Scope of the 2021 IWF ADR (and the 2021 WADC) was redrafted to be more specific than the 2009 version. The Scope of the 2021 IWF ADR adds: *"shall apply to IWF, including board members, directors, officers and specified employees"*. The Sole Arbitrator notes that the Claimant did not submit any documents or other evidence in support of its assertion that the Scope of the 2021 IWF ADR is the true interpretation of the previous

version because it was intended to clarify the Scope of the 2009 IWF ADR. Nevertheless, what is evident is that the Scope of the 2009 IWF ADR was not clear, thereby warranting clarification as the scope of the ADR. Therefore, the Sole Arbitrator finds that the Scope of the 2021 IWF ADR is of little relevance in determining the meaning of the Scope of the 2009 IWF ADR.

93. The Sole Arbitrator notes that CAS panels constantly have warned of the need to keep the purpose of the anti-doping rules in mind, and to construe them in a manner which will *"discern the intention of the rule maker"* rather than frustrate it, cf., e.g., CAS 96/149 and CAS 2001/A/317 at para. 23.

94. The Sole Arbitrator notes that recourse may be had to supplementary means of interpretation to determine the meaning when the interpretation *"leads to a result which is manifestly absurd or unreasonable"*, cf. the principle of Article 32 (b) of the Vienna Convention (1969). The Sole Arbitrator notes that if he were to follow the Respondent's interpretation, it would *de facto* grant immunity for ADRVs committed by the President, the Vice-President and other natural persons holding high offices of the IWF and FHR. This would be the case, e.g., if the said persons were assisting athletes to evade sample collection, participated in covering up ADRVs or in any other intentional complicity involving an ADRV, with the consequence that only the athletes could be sanctioned. Notwithstanding, the said persons in their capacity as board members etc., are responsible to fully comply with the WADC and to implement effective mechanisms to combat any doping by its members, cf. Article 3.4.2 of the IWF Constitution and Article 14.1 of the 2009 IWF ADR. The Sole Arbitrator holds that the Respondent's interpretation leads to a result that is both *"manifestly absurd"* and *"unreasonable"*. Surely, the draftsmen of the 2009 IWF ADR (and the 2009 WADC) could not have intended that persons holding high offices of the IWF or the FRH (or of other IFs or NFs) did not fall under the categories "IWF" and "National Federations" of the Scope of the 2009 IWF ADR. This finding is supported by the fact that no rules in the 2021 IWF ADR needed to be redrafted to ensure that IWF board members or directors can be sanctioned for ADRVs.

95. Based on all of the above, the Sole Arbitrator finds that the Claimant met its onus to establish the meaning of the Scope of the 2009 IWF ADR that the Respondent falls under the categories "IWF" and "National Federations".

96. The Sole Arbitrator concludes that Mr Vlad is subject to the 2009 IWF ADR.

97. As the Sole Arbitrator has concluded that Mr Vlad is subject to the IWF ADR, the Sole Arbitrator refrains from considering whether the 2009 IWF ADR is applicable to Mr Vlad as a *Participant* to the activities of the IWF and the FRH.

98. The Sole Arbitrator observes the Respondent's contention that he left the FRH Presidency in 2013 and, therefore, cannot be bound by any rules that have been adopted by the IWF after the termination of his mandate of FRH President.

99. The Sole Arbitrator notes that according to a FRH Press Release dated 25 March 2013, the Respondent was re-elected as FRH President and, as asserted by the Claimant, he remained President of the FRH until 2021 when he voluntarily decided to step down further to being

charged by the IWF with the ADRV's subject to the present proceedings. Based on these findings, the Sole Arbitrator deems the Respondent's contention to be not credible.

100. On this background, the Sole Arbitrator concludes that the Respondent is bound by subsequent versions of the 2009 IWF ADR including the 2021 IWF ADR.

B. Statutes of Limitations

101. The Respondent asserts that the present matter is time-barred based on the facts that i) the limitation period is 8 years cf. Article 17 of the 2009 IWF ADR, ii) the alleged offence was already time-barred at the time the ITA commenced its action against the Respondent, iii) the 10-year limitation period in the 2015 IWF ADR is not applicable, iv) an extension of the limitation period to 10 years would breach the principle of *lex mitior* and therefore violates Swiss law, and v) the proceedings brought by the ITA against the Respondent is unfair as he is required to provide explanations and retrieve evidence for facts that have allegedly happened almost 10 years ago.

102. The Sole Arbitrator does not agree with the Respondent's contentions based on the following facts and considerations:

103. First, Article 20.7.2 of the 2015 IWF ADR provides that the revised 10-year statute of limitations of Article 17 of the 2015 IWF ADR has retroactive effect and therefore applies to ADRVs occurred prior to the coming into effect of the 2015 IWF ADR. The Effective Date according to Article 20.7.2 of the 2015 IWF ADR was 1 January 2015. In the present case the asserted ADRVs were committed in 2012. Therefore, as on the Effective Date of the 2015 IWF ADR, the 8-year limitation period had not expired for any asserted ADRVs.

104. Second, Article 17 and Article 20.7.2 of the 2015 IWF ADR, the limitation period was extended to 10 years (i.e. until 1 August 2022 for the asserted ADRVs). The 10-year statute of limitations continued under the 2021 IWF ADR.

105. Third, the Sole Arbitrator observes that Article 49 (1) and (4) ("Prescription") of the Final Chapter of the Swiss Civil Code provides at *"Where the new laws specifies a longer period than the previous law, the new applies, provided prescription has not yet taken effect under the previous law"* and *"*[…] *the new law governs prescription from the time it comes into force"*. Therefore, the Sole Arbitrator holds that an extension of the limitation period to 10 years does not violate Swiss law.

106. Fourth, the Sole Arbitrator notes that statutes of limitations are enacted for two reasons that the lawgiver must weigh when determining the appropriate length of the limitation period: first, a claimant with a valid course should pursue this claim with reasonable diligence. Second, individuals must be protected against claims made after disputes become stale, evidence has been lost, memories have faded or witness have disappeared. The Sole Arbitrator notes that CAS case law consistently has dismissed claims that a long limitation period is "unfair" by confirming that the difficulty related to gathering evidence is inherent to long statute of limitation periods, which do not in and of themselves violate the Respondent's rights, cf. CAS 2017/A/4984, at para. 147.

107. In conclusion, the Sole Arbitrator holds that the present case is not time-barred.

C. Regulatory framework

1. Definition of ADRV

108. Article 2.5 of the 2009 IWF ADR states that *"Tampering or Attempted Tamepring with any part of Doping Control"* constitute an ADRV.

109. The Comment to Article 2.5 of the 2009 IWF ADR reads as follows:

"This Article prohibits conduct which subvert the Doping Control process but which would otherwise be included in the definition of Prohibited Methods. For example, altering identification numbers on a Doping Control form during Testing, breaking the B Bottle at the time the B sample analysis or providing fraudulent information to the IWF".

110. Tampering is defined in the 2009 IWF ADR as meaning:

"[a]ltering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring; or providing fraudulent information to an Anti-Doping Organization".

111. The Doping Control is defined in the 2009 IWF ADP as meaning:

"[a]ll steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such provision of whereabouts information, Sample collection and handling, laboratory analysis, TUE's result management and hearings".

112. In addition, and pursuant to Article 2.8 of the 2009 IWF ADR, *"assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or Attempted anti-doping rule violation"* also constitutes an ADRV.

2. Burden, standard and means of proof

113. Article 3.1 of the 2009 IWF ADR reads as follows:

"IWF shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether IWF has established an anti-doping rule violation to the comfortable satisfaction of the hearing panel bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where these Anti-Doping Rules place the burden of proof upon the Athlete or other Person alleged to have committed an anti-doping ruleviolation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability".

"[Comments to Article 3-1: This standard of proof to be met by IWF is comparable to the standard which is applied in most countries to cases involving professional conduct]".

114. Pursuant to Article 3.1, the IWF bears the burden of proof of establishing that the Respondent committed an ADRV

115. The Sole Arbitrator notes that in order to establish an ADRV in accordance with Article 3.1 of the IWF ADR, the IWF has to establish an ADRV to the comfortable satisfaction of the Sole Arbitrator.

116. With regard to means of proof, the Sole Arbitrator observes that pursuant to Article 3.2 of the 2009, 2012 and 2015 IWF ADR an ADRV can be established by *"any reliable means, including but not limited to admissions, evidence of third Persons, witness statements, expert reports, documentary evidence […]"*.

D. The scope of the Sole Arbitrator's examination

117. The Sole Arbitrator observes that in its attempt to establish an ADRV of the Respondent under the Articles 2.5 and 2.8 of the 2009 IWF ADR, the Claimant relies primarily on the correspondence between i) Mr Vlad and Mr Aján, the then President of the IWF, and ii) Mr Vald and staff members of the IWF.

118. The Sole Arbitrator observes that the Respondent has not disputed the content of the correspondence nor that the correspondence is authentic and contemporaneous.

119. On this background, the Sole Arbitrator concludes that the IWF has established to the comfortable satisfaction of the Sole Arbitrator that the evidence upon which the IWF relies is authentic and contemporaneous.

120. The Sole Arbitrator observes the Respondent's assertion that the following email addresses: *"frh@frhaltere.ro"; "office@frhaltere.ro"* are business addresses and that there is no evidence that the Respondent had a personal access to these mailboxes or that he actually received these emails.

121. The Sole Arbitrator observes that, contrary to the Respondent's submissions, several notifications were also sent to the Respondent's personal email address, more precisely to Mr Vlad: *"vlad_frh1963@yahoo.com"*.

122. The Sole Arbitrator notes that it is for the Claimant to prove that the Respondent committed an ADRV to his comfortable satisfaction. Therefore, the Sole Arbitrator's scope of examination is limited to the evidence adduced by the Claimant.

123. As for the subject matter of the review, the Sole Arbitrator observes the Respondent is charged with two infractions which are, undisputedly, to be considered as one single ADRV, not as two separate ADRVs. Therefore, the main criterion is the provision of the 2009 IWF ADR which carries the more severe sanction. For violation of Article 2.8 of the 2009 IWF ADR, the period of Ineligibility to be imposed is a minimum of four years up to lifetime ineligibility (cf. Article 10.3.2 IWF ADR). For violation of Article 2.5 of the 2009 IWF ADR, the period of Ineligibility to be imposed is two years (cf. Article 10.3.1 of the IWF ADR). Article 2.8 IWF ADR therefore obviously carries the more severe sanction. If, in the present case, there is a violation of Article

2.8 IWF ADR, there is no need to review Article 2.5 IWF ADR because that provision then no longer has any independent significance any more, cf. CAS 2008/A/1513 at para. 14. Therefore, the Sole Arbitrator will begin his review with determining whether there has been a violation of Article 2.8 IWF ADR.

E. Did the Respondent violate Article 2.8 of the 2009 IWF?

124. Article 2.8 of the 2009 IWF ADR provides that:

"Administration or Attempted administration to any Athlete In-Competition of any Prohibited Method or Prohibited Substance or administration to any Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or Attempted anti-doping rule violation".

125. The Sole Arbitrator aligns with the panel in CAS 2008/A/1513, at para 16, that the provision covers numerous acts, which are intended to assist another or a third party's ADRV. The assistance can constitute assistance provided in the preliminary stages before an ADRV is committed. However, it also covers acts, which are supposed to prevent an ADRV from being discovered after it has been committed. The rule does not stipulate how substantial the assistance has to be in order to fulfil the elements of the Article 2.8 IWF ADR, however, the standard is probably low because according to the wording even just *"any type of complicity"* is sufficient. Further, the Sole Arbitrator aligns with the panel, that *"an act of assistance for the purposes of Article 2.8* […] *requires that the person concerned is aware of the anti-doping rule violation committed by another party because otherwise there is no intent to assist a third-part in the first place".*

126. The Sole Arbitrator observes that, in the present case, there has been a "third-party" ADRV, namely by Ms Cocos, who, despite her ADRVs, which are undisputed, participated in the 2012 London Olympic Games. Therefore, the only question to be answered by the Sole Arbitrator is whether the Respondent, knowingly, covered Ms Cocos' ADRV.

127. The Sole Arbitrator finds that, on the basis of evidence submitted by the Claimant, it has been established that the Respondent by not undertaking any action, *objectively*, assisted the ADRV by Ms Cocos, with the consequence that Ms Cocos participated in 2012 London Olympic Games. This finding is based on the following facts:

128. First, in her letter dated 10 May 2012, Ms Ungar notified Mr Vlad, the then President of the FRH, of Ms Cocos' AAF Notification and informed that Ms Cocos was immediately suspended and that the provisional suspension was to remain in force until all applicable procedures had been completed.

129. Second, in his email dated 20 July 2012, Mr Aján, the then IWF President, informed Mr Vlad that: *"[w]e have just received information that the laboratory detected the manipulation of the urine samples of Ms Roxana Cocos. It means the DNA analysis of her samples prove that some of her samples were provided by someone else".* Further, Mr Aján informed Mr Vlad of *"the proof of manipulation by your lifter Ms Roxana Cocos".* Ms Ungar further informed Mr Vlad to *"[p]lease consider her as provisionally suspended*

[from] today, the 24th July 2012. Therefore she shall be withdrawn from the 2012 London Olympic Games and replaced by someone else".

130. Third, in her email dated 24 July 2012, Ms Ungar notified Mr Vlad of *"the proof of manipulation by your lifter Ms Roxana Cocos"*. Ms Ungar further informed Mr Vlad to *"[p]lease consider her as provisionally suspended [from] today, the 24th July 2012. Therefore she shall be withdrawn from the 2012 London Olympic Games and replaced by someone else"*.

131. The Sole Arbitrator observes the Respondent's contentions that i) it was the IWF's sole responsibility to conduct a proper results management and impose a provisional suspension, and ii) the responsibility for Ms Cocos participation in the 2012 London Olympic Games lies with the IWF.

132. The Sole Arbitrator does not agree with the Respondent's contentions. First, the Respondent, as the President of the FRH, had the responsibility under Article 14.5 of the 2009 IWF ADR to recognize and implement the decisions of the IWF to twice provisionally suspend Ms Cocos as was expressly requested of him by the IWF. Second, the provisional suspensions imposed on Ms Cocos were neither optional, nor uncertain. Ms Cocos was tested for a non-specified substance, which results in the immediate and mandatory provisional suspension under Article 7.6.1 of the 2009 IWF ADR. Third, Mr Aján specifically requested Mr Vlad to withdraw Ms Cocos from the 2012 London Olympic Games, and, furthermore, pursuant to Rule 40 of the Olympic Charter, athletes are entered in the Olympic Games by their National Olympic Committee.

133. On the basis of the evidence submitted by the Claimant, the Sole Arbitrator is also satisfied that the Respondent acted with the *knowledge* and *intent* required for Article 2.8 of the 2009 IWF ADR, based on the following facts and findings:

134. First, the Sole Arbitrator concludes that the Respondent knew about Ms Cocos' ADRVs from the email correspondence with Ms Ungar and Mr Aján. The Sole Arbitrator observes that the email from Mr Aján to Mr Vlad and the email from Ms Ungar to Mr Vlad, both dated 24 July 2012, were sent to Mr Vlad's personal email address: *"vlad_frh1963@yahoo.com"*.

135. Second, the Respondent in his capacity as Chairman of the IWF Anti-Doping Commission (2010-2013) was involved and supervised the FRH and IWF anti-doping activities which demonstrates that he had actual knowledge of the content of the Anti-Doping Rules. Therefore, the Sole Arbitrator deems that the Respondent, from the correspondence with Ms Ungar and Mr Vlad, must have understood that it was his responsibility in his capacity of President of the FRH to impose the mandatory provisional suspension on Ms Cocos and in his capacity as Vice-President in the Romanian Olympic Committee (since 2004) to withdraw Ms Cocos from the 2012 London Olympic Games.

136. On basis of all of the above, the Sole Arbitrator is satisfied for the purposes of Article 3 of the 2009 IWF ADR, that the Claimant fulfilled the elements of the offence under Article 2.8 of the 2009 IWF ADR.

137. As the Sole Arbitrator has concluded, that the Respondent has violated Article 2.8 of the 2009 IWF ADR, the Sole Arbitrator refrains from considering whether the Respondent has violated Article 2.5 of the 2009 IWF ADR.

F. The Period of Ineligibility

138. Pursuant to Article 10.3.2 of the 2009 IWF ADR, the period of Ineligibility imposed for the violation of Article 2.8 shall be a minimum four years up to a lifetime unless the conditions for Exceptional Circumstances pursuant Article 10.5 of the 2012 IWF ADR are met.

139. The Claimant maintains that in the light of Mr Vlad's status and high official positions held within the FRH and the IWF and his involvement in the FRH's and the IWF's anti-doping matters and given the particularly deceptive and obstructing conduct displayed by Mr Vlad, the proportionate sanction in the present case shall be a lifetime period of Ineligibility.

140. Previously, the Sole Arbitrator concluded that Mr Vlad was complicit in the ADRVs committed by Ms Cocos in 2012.

141. Considering Mr Vlad's positions within the IWF and the FRH, the seriousness of Mr Vlad's ADRVs and the fact that his conduct was both deceptive and obstructing, the Sole Arbitrator finds that a lifetime period of Ineligibility starting on the date of the present Award is appropriate to the severity and Mr Vlad's misbehaviour.

142. The Sole Arbitrator finds that the conditions to potentially reduce or suspend the period of Ineligibility provided for in Articles 10.5, 10.6 or 10.7 of the 2021 IWF ADR (and/or equivalent provisions of the 2009 IWF ADR) are clearly not met.

IX. COSTS

(…)

X. APPEAL

147. Pursuant to Article A21 of the ADD Rules, this award may be appealed to the CAS Appeals Arbitration Division within 21 days from receipt of the notification of the final award with reasons in accordance with Articles R47 *et seq*. of the CAS Code of Sports-Related Arbitration, applicable to appeals procedures.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The request for arbitration filed by the International Testing Agency on 22 December 2021, acting on delegation from the International Weightlifting Federation, against Mr. Nicu Vlad is upheld.

2. Mr Nicu Vlad is found to have committed violations of Article 2.8 of the 2009 International Weightlifting Anti-Doping Rules.

3. A lifetime Ineligibility is imposed on Mr Nicu Vlad starting on the date of this Award.

4. (…).

5. (…).

6. All other motions or prayers for relief are dismissed.