



INTERNAL REGULATIONS OF THE FEI TRIBUNAL

4th Edition, 1 February 2025

Copyright © 2025 Fédération Equestre Internationale
Reproduction strictly reserved

TABLE OF CONTENTS

PART I: INTRODUCTION	3
PART II: ORGANISATIONAL RULES OF THE FEI TRIBUNAL	4
7. Membership	4
8. FEI Tribunal Clerk(s)	4
9. Meetings of the FEI Tribunal	4
10. Quorum of attendance	4
11. Voting in meetings	5
12. Resolutions by correspondence	5
13. Minutes of Annual FEI Tribunal meetings	5
14. Expenses	5
15. Role of the FEI Tribunal Chair	5
16. Impartiality and abstention in case of conflict of interest	6
17. Confidentiality	6
PART III: PROCEDURAL RULES OF THE FEI TRIBUNAL	7
18. Jurisdiction	7
A. <i>General procedures</i>	7
19. Convening a Hearing Panel	7
20. Language	8
21. Legal representation	8
22. General principles	8
23. General powers of a Hearing Panel	9
24. Settlements	10
25. Notices and periods of time	11
26. Interim relief pending final determination	12
B. <i>Specific procedures in Claims proceedings before the FEI Tribunal</i>	12
27. The Parties	12
28. Initiation of Proceedings	13
29. Directions	14
30. Burden and standard of proof	15
31. Attendance at Hearings	15
32. Privacy of Hearings	16
33. Recording of Hearings	17
34. Procedure at the Hearing (if such is held)	17
35. Evidence	17
36. Closing arguments	19
37. Principles relevant to the determination of sanctions	19
38. Costs	19
39. Decision of the Hearing Panel	19
40. Written Decisions	19
41. FEI Tribunal Consent Award	20
C. <i>Specific procedures in Appeal proceedings before the FEI Tribunal</i>	21
42. Commencing the Appeal	21
43. FEI as Respondent	21
44. Convening a Hearing Panel to determine the Appeal	21
45. Decision to remain in effect	21
46. Answer	21
47. Attendance at Hearings	22
48. Privacy of Hearings	23
49. Recording of Hearings	23
50. Procedure at the Hearing (if such is held)	24
51. Decisions	24
52. FEI Tribunal Consent Award	25
<i>Appendix I – Definitions</i>	26
<i>Appendix II - FEI Guidelines for fines and contributions towards legal costs</i>	28
<i>Appendix III - FEI Guidelines for the hearing of vulnerable witnesses and testifying parties in FEI Proceedings</i>	34

PART I: INTRODUCTION

1. The *FEI Tribunal* is established under Article 38 of the *FEI Statutes* as a body of suitably qualified persons with legal expertise and appropriate knowledge and experience of Equestrian Sport who can sit on *FEI Tribunal Hearing Panels* (hereinafter "*Hearing Panels*") to hear and determine matters submitted to it.
2. Article 38.5 of the *FEI Statutes* authorises the *FEI Tribunal* to adopt these *Internal Regulations of the FEI Tribunal* in order:
 - (a) to regulate the affairs of the *FEI Tribunal* by setting forth its organisation and processes; and
 - (b) to establish procedures for the Hearing and determination of matters brought before a *Hearing Panel* compatible with principles of due process and procedural fairness.
3. These *Internal Regulations of the FEI Tribunal* which replace those last updated on 2 March 2018, shall come into force as of 1 February 2025. Cases already pending before any *Hearing Panels* as of 1 February 2025 shall continue to be governed by the previous version of these *Internal Regulations of the FEI Tribunal*; but the Part III (*Procedural Rules of the FEI Tribunal*) shall apply to the extent practicable in relation to all cases brought before the *FEI Tribunal* for *Decision* after that date.
4. The purpose of these *Internal Regulations of the FEI Tribunal* is to ensure that the *FEI Tribunal* fulfils the responsibilities given to it pursuant to the *FEI Rules and Regulations* and in particular to ensure that matters referred to it for determination are resolved fairly, efficiently and consistently. They may be amended by the *FEI Tribunal* by the passing of a *Resolution* by a Simple Majority of the *FEI Tribunal* members, as and when necessary, in order to ensure they remain fit for this purpose. Any amendments shall be published by the *FEI*, which shall at the same time confirm the date upon which such amendments shall come into effect, as well as any transitional arrangements if applicable.
5. In accordance with Article 50 of the *FEI Statutes*, these *Internal Regulations of the FEI Tribunal* shall be interpreted in a manner that is fully consistent with the *FEI Rules and Regulations*. In the case of any conflict between the *FEI Rules and Regulations* and these *Internal Regulations*, the *FEI Statutes*, *Internal Regulations of the FEI*, *FEI General Regulations* or *Sport Rules* (as applicable) will prevail. Should any other conflicts arise between regulations, the principles set forth in Article 50 of the *FEI Statutes* shall apply.
6. In these *Internal Regulations of the FEI Tribunal*, any defined terms as indicated by italics shall have the definition given to them in Appendix I.

PART II: ORGANISATIONAL RULES OF THE FEI TRIBUNAL

7. Membership

- 7.1. Membership of the *FEI Tribunal* is determined in accordance with Article 38 of the FEI Statutes.
- 7.2. Membership of the *FEI Tribunal* (and of *Hearing Panels* convened from among the members of the *FEI Tribunal*) is personal and it is not permitted to delegate any functions to anyone else.

8. FEI Tribunal Clerk(s)

- 8.1 The FEI Tribunal may be assisted by one or more clerk(s) (the "**FEI Tribunal Clerk(s)**") who are independent of the FEI Legal Department and who shall report exclusively to the FEI Tribunal.
- 8.2 The responsibilities of the *FEI Tribunal Clerk(s)* include, but are not limited to:
 - (a) sending notifications and Decisions to the Parties of an *FEI Tribunal* proceeding on behalf of the *Hearing Panel* and/or the *FEI Tribunal Chair* and/or the *Preliminary Hearing Panel*;
 - (b) liaising with the Parties to a proceeding on behalf of the *Hearing Panel* Chair and/or the *FEI Tribunal* Chair and/or the *Preliminary Hearing Panel* member in relation to the convening of *Hearings* and/or *Preliminary Hearings*;
 - (c) scheduling and organising *Hearings*;
 - (d) attending *Hearings* and *Preliminary Hearings* for the purpose of taking notes;
 - (e) assisting the *Hearing Panel* in the preparation of *Decisions*;
 - (f) administering the *FEI Tribunal* and FEI Tribunal Clerk email accounts; and
 - (g) attending the meetings of the *FEI Tribunal* and taking the Minutes of such meetings.

9. Meetings of the FEI Tribunal

- 9.1. Except in exceptional circumstances, there shall be at least one in-person meeting of the *FEI Tribunal* per year. The *FEI Tribunal Chair* shall convene the meeting(s) of the *FEI Tribunal*.
- 9.2. The *Agenda* of the meetings of the *FEI Tribunal* shall be set by the *FEI Tribunal Chair*. An item may be added to the *Agenda* by any *FEI Tribunal* member so long as such item is communicated to the *FEI Tribunal Chair* prior to the *Agenda* being distributed to the *FEI Tribunal* members. Should an issue arise after the *Agenda* has been distributed that an *Absolute Majority* of *FEI Tribunal* members resolve should be added to the *Agenda*, the *FEI Tribunal Chair* shall add such item to the *Agenda*.
- 9.3. Whenever possible, the *Agenda* shall be sent to the members of the *FEI Tribunal* at least two weeks prior to the scheduled meeting.

10. Quorum of attendance

- 10.1. For any meeting of the *FEI Tribunal* to be validly convened and to pass *Resolutions*, an *Absolute Majority* of all members of the *FEI Tribunal* must be present. If such quorum is not reached, the meeting may still take place but any *Resolution* proposed and voted upon at such meeting must be circulated to absent members within one

week of the date of the meeting with a request to cast their vote within the deadline specified. If the total number of votes in person and by correspondence exceeds the number required to form a quorum, the vote will be regarded as having been validly cast at the meeting.

- 10.2. Attendance at the meeting by means of telephone and/or videoconference is permissible and shall be made available if requested by a member of the *FEI Tribunal*.

11. Voting in meetings

- 11.1. The passing of *Resolutions* by the *FEI Tribunal* shall require the approval of a Simple Majority of the members of the *FEI Tribunal* who are present at the meeting. The *FEI Tribunal Chair* shall have a *Casting Vote* in the event of a *Deadlock*.

- 11.2. *Resolutions* take effect immediately upon Approval unless otherwise specified.

12. Resolutions by correspondence

- 12.1. Between meetings, *Resolutions* may be passed by correspondence. In such cases, an *Absolute Majority* of *FEI Tribunal* members voting in the affirmative shall be required for the *Resolution* to pass. The use of email and other generally accepted electronic communication means is permissible.
- 12.2. *Resolutions* approved by way of correspondence must be included in the *Minutes* of the next meeting; such *Resolutions* do not require ratification at the next meeting.

13. Minutes of Annual FEI Tribunal meetings

- 13.1. *Minutes* of the deliberations and *Resolutions* of the *FEI Tribunal* at the annual *FEI Tribunal* meeting shall be kept. The *Minutes* shall contain a summary of the deliberations, the proposed *Resolutions*, the declarations that a member requests to be recorded in the *Minutes*, and the *Resolutions* with the result of the votes.
- 13.2. The *Minutes* must be submitted to the members of the *FEI Tribunal* for review and comment. The approved *Minutes* must then be signed by the *FEI Tribunal Chair*.
- 13.3. *Minutes* of the annual meeting shall be kept under the supervision of the *FEI Tribunal Chair*.

14. Expenses

- 14.1. The reasonable expenses incurred by members of the *FEI Tribunal* in connection with *FEI* matters shall be refunded by the *FEI* in accordance with *FEI* policies.

15. Role of the FEI Tribunal Chair

- 15.1. The *FEI Tribunal Chair* leads and oversees the operation of the *FEI Tribunal* in order to ensure compliance with its responsibilities under the *FEI Rules and Regulations*.
- 15.2. The *FEI Tribunal Chair* shall chair meetings of the *FEI Tribunal*.
- 15.3. The *FEI Tribunal Chair* may attend and be present at *FEI General Assemblies*. The *FEI Tribunal Chair* may attend other meetings related to the functions of the *FEI Tribunal* if necessary, in order to fulfil the mandate of the *FEI Tribunal* and with the invitation or approval of the *FEI Secretary General* and/or *FEI Legal Director*.
- 15.4. The *FEI Tribunal Chair* shall report to the *FEI General Assembly* about the annual plan of the *FEI Tribunal*, activities of the preceding period (with comparison to plan and

goals), goals for the coming period, trends in case processing and decision-making, and any other matter which may be of importance to the *FEI*. The *FEI Tribunal Chair* shall also provide a short written report about activities of the *FEI Tribunal* upon the request of the *FEI President* and/or *FEI Secretary General*, which shall be submitted to the *FEI President* and *FEI Secretary General*. These reports shall deal with general policies and activities of the *FEI Tribunal* and not with any specific case pending before a *Hearing Panel*.

- 15.5. Within one (1) month of election as the *FEI Tribunal Chair* or within one (1) month of a vacancy as *Deputy Chair* arising, the *FEI Tribunal Chair* shall appoint a *Deputy Chair*. The *Deputy Chair* shall undertake tasks and responsibilities as directed by the *FEI Tribunal Chair* in writing and chair meetings in the absence of the *FEI Tribunal Chair*.

16. Impartiality and abstention in case of conflict of interest

- 16.1. Members of the *FEI Tribunal* must conduct themselves with the highest standards of integrity in the discharge of their responsibilities as members.
- 16.2. Members of the *FEI Tribunal* must comply at all times with the *FEI Rules and Regulations*.
- 16.3. Members of the *FEI Tribunal* must act impartially and without bias to the *FEI*, their *National Federation*, and all other persons and bodies.
- 16.4. Members of the *FEI Tribunal* must refrain from dealing with or voting on matters in which their own interests or the interests of persons or bodies related to them are involved, and shall be bound by the *FEI Code of Ethics*, conflict of interest policy in the *FEI General Regulations* and the *Internal Regulations of the FEI* ("Conflict of Interest"), and any other applicable *FEI Rules or Regulations*. Whenever relevant, each member of the *FEI Tribunal* must disclose any actual or potential conflict by submitting the appropriate form to the *FEI Secretary General*. Upon election as a member of the *FEI Tribunal*, each member of the *FEI Tribunal* shall complete and submit the Conflict of Interest Disclosure Statement, attached as Appendix 3 to the Internal Regulations of the *FEI*.

17. Confidentiality

- 17.1. Unless stated otherwise herein, the affairs of the *FEI Tribunal* are confidential. In addition, save as expressly stated herein, all proceedings before a *Hearing Panel* are confidential. Members of the *FEI Tribunal* must observe and maintain that confidentiality and must not make any disclosure to any third Party in breach of that confidentiality.
- 17.2. Without prejudice to the generality of Article 17.1, members of the *FEI Tribunal* must not disclose to any third Party, including (without limitation) any member of the press/media, any matter relating to proceedings before a *Hearing Panel*, either during those proceedings or after those proceedings have concluded, and whether or not the member is sitting on the *Hearing Panel* in that particular case, save and to the extent that such disclosure may be required by law.
- 17.3. In any case where it is determined that a rule violation did not occur, the Decision may be Publicly Disclosed only with the consent of the Party who is the subject of the Decision.

PART III: PROCEDURAL RULES OF THE FEI TRIBUNAL

18. Jurisdiction

- 18.1. In accordance with Article 38 of the *FEI Statutes*, the *FEI Tribunal* has the competence to hear and determine any matter properly submitted to it, including, but not limited to, *Claims* (as provided for in Article 30 of these *Internal Regulations of the FEI Tribunal*), those matters specified in Article 142 (Abuse of Horses), Article 162 (Appeals), Article 163 (Disciplinary Proceedings), Appendix F (FEI Code of Ethics), Appendix G (FEI Code on the Prevention of the Manipulation of Competitions), Appendix H (FEI Officials' Code of Conduct), Appendix I (FEI Safeguarding Policy against Harassment and Abuse), and Appendix M (FEI Social Media Policy) of the *FEI General Regulations* and all disputes and procedures arising under the *FEI Equine Anti-Doping and Controlled Medication Regulations*. The *FEI Tribunal* also has jurisdiction to decide upon cases referred to it by the Independent Election Committee in accordance with the process set out in the Code of Conduct for FEI Elections.

A. General procedures

19. Convening a Hearing Panel

19.1 **Nomination of Hearing Panel**

The *FEI Tribunal Chair* shall nominate either one or three members of the *FEI Tribunal* to sit as the *Hearing Panel* to hear and adjudicate the matter. As a general rule, matters involving *Abuse of Horse* or arising under the FEI Safeguarding Policy against Harassment and Abuse shall be decided by three member *Hearing Panels* and all other cases by one member *Hearing Panels*. However, the *FEI Tribunal Chair* shall have the authority to divert from this principle where the circumstances so warrant. Notwithstanding the foregoing, a Party may make an application to the *FEI Tribunal Chair* to have the case decided by a three member *Hearing Panel*.

19.2 **Nomination of a Hearing Panel Chair**

For one member *Hearing Panels*, the appointed member shall serve as the Chair of the *Hearing Panel* in that matter (the "**Hearing Panel Chair**"). Where there are three members, the *FEI Tribunal Chair* shall nominate one of those three members to act as the *Hearing Panel Chair* in the matter.

19.3 **Appointment of a Preliminary Hearing Panel Member**

The *FEI Tribunal Chair* may appoint any member of the FEI Tribunal to act as the *Preliminary Hearing Panel Member* for purposes of determining whether a Provisional Suspension should be lifted or maintained and/or ruling on a request for other provisional measures or to order other interim relief.

19.4 **Preliminary Hearing Panel Member's appointment as Hearing Panel Member**

A *Preliminary Hearing Panel Member* may be appointed to the *Hearing Panel* that will decide on the merits of the case, unless one or both of the Parties object, in which case the FEI Tribunal Chair shall decide. If an objection is filed in relation to the appointment of the *FEI Tribunal Chair* as the *Preliminary Hearing Panel Member*, the *Deputy Chair* shall make the ruling.

19.5 **Objection**

- (i) Personal involvement and/or Conflict of Interest of an FEI Tribunal member
FEI Tribunal members must notify the *FEI Tribunal Chair*, following review of the file of the matter and no later than within three (3) days of their nomination, if they have had any personal involvement with the matter and if they have any connection with

any of the Parties involved in the matter, or any other actual or apparent or potential Conflict of Interest.

(ii) Objection

Upon receipt of such a notification from an *FEI Tribunal* member, the *FEI Tribunal Chair* shall inform the Parties and the Parties shall have three (3) days from receiving the information to inform the *FEI Tribunal Chair*, in writing, of any objection to the relevant *FEI Tribunal* member sitting on the *Hearing Panel*.

Where an objection is filed, the *FEI Tribunal Chair* shall rule on the objection. If an objection is filed in relation to the *FEI Tribunal Chair*, the *Deputy Chair* shall make the ruling.

Any other objection made after the three (3) days deadline mentioned above shall be ruled on by the *FEI Tribunal Chair*, respectively the *Deputy Chair* if applicable, on a case by case basis.

Failure by an *FEI Tribunal member* to notify the *FEI Tribunal Chair* of any such conflict shall be viewed as an indication that the *FEI Tribunal* member does not believe that any such conflict exists. Should circumstances emerge thereafter which cause the *Hearing Panel* member to believe that a conflict may exist after all, the *Hearing Panel* member shall promptly inform the *FEI Tribunal Chair*.

(iii) Stepping down, Unavailability or Unwillingness to serve on the Hearing Panel

If an *FEI Tribunal* member is unable or unwilling for any reason to serve on the *Hearing Panel* or decides to step down, the *FEI Tribunal Chair* will appoint another member of the *FEI Tribunal* to serve on the *Hearing Panel*.

20. Language

- 20.1 All proceedings before the *Hearing Panel* shall be conducted in English but may be conducted in French by agreement of the Parties.
- 20.2 Any Party wishing to make submissions (personally or through a representative), or to rely on evidence, in a language other than English (or, where agreed, French) must provide an independent interpreter to interpret such submissions or evidence (if oral testimony) or accurate English translations of such evidence (if documentary) for the *Hearing Panel* and the other Party/Parties, at the relevant Party's own cost. The *Hearing Panel* may in its discretion order the other Party/Parties to pay some or all of those costs in appropriate circumstances.

21. Legal representation

- 21.1 In all proceedings before the *Hearing Panel*, the Parties shall be entitled, at their own expense, to be represented by legal counsel and/or other relevant representative(s), who may make submissions on behalf of the Parties. Any Party represented by a legal counsel or other person shall provide formal written confirmation of such representation to the *FEI Tribunal*.

22. General principles

- 22.1 Proceedings before the *Hearing Panel* shall be adversarial in nature. The *Hearing Panel* shall decide all cases based solely on the evidence received by it during its period of jurisdiction.
- 22.2 Where an issue arises that is not specifically provided for in these *Procedural Rules of the FEI Tribunal*, the *Hearing Panel* may resolve that issue in a manner that achieves

the fair, consistent, and expeditious resolution of the matter.

- 22.3 Any procedure or *Decision* of a *Hearing Panel* shall not be quashed or invalidated by reason of any departure from the *Internal Regulations of the FEI Tribunal* unless such departure raises a material doubt as to the reliability of the findings or *Decisions* of the *Hearing Panel*.

23. General powers of a Hearing Panel

- 23.1 A *Hearing Panel* (or, if urgent action is required before a *Hearing Panel* is appointed, the *FEI Tribunal Chair*) shall have all powers necessary for, and incidental to, the discharge of its responsibilities under the *FEI Rules and Regulations* and these *Procedural Rules of the FEI Tribunal*, including (without limitation) the power, whether on the application of a Party or of its own motion:
- (a) to order that certain potentially dispositive issues (e.g., as to jurisdiction) be heard and determined in advance of any other issues in the matter;
 - (b) to rule finally (subject only to any right of appeal to CAS) on its own jurisdiction to hear and determine proceedings brought before it either in a *Preliminary Decision* or in the *Decision* on the merits. When an objection to *FEI Tribunal* jurisdiction is raised, the *Hearing Panel* shall invite the opposing Party (Parties) to file written submissions on the matter of the *FEI Tribunal's* jurisdiction;
 - (c) to consolidate the proceedings with other substantially similar or related proceedings and/or order that concurrent Hearings be held in relation to such proceedings;
 - (d) to allow one or more third parties to intervene or be joined in the proceedings, to make all appropriate procedural directions in relation to such joinder or intervention, and thereafter to make a single final *Decision* or separate *Decisions* in respect of all Parties, as it sees fit;
 - (e) to expedite or subject to Article 23.2 to adjourn, postpone or suspend the proceedings, and/or to extend any deadline or time-limit otherwise provided for in these *Procedural Rules of the FEI Tribunal* or in its own directions or orders, upon such terms as it shall determine, where appropriate;
 - (f) to order any Party to make any property, document or other thing in its possession or under its control available for inspection by the *Hearing Panel* and/or any other Party. Where one of the Parties is seeking such order of production, that Party shall first demonstrate that such documents are likely to exist and are relevant to the outcome of the case and are reasonably expected to be in the other Party's possession, custody or control. The other Party shall be provided with the opportunity to comment on the requesting Party's request;
 - (g) to appoint an expert (other than a legal expert) to assist or advise the *Hearing Panel* on a specific issue or issues, such expert to be and remain impartial and independent of the Parties, and the costs of such expert to be borne by the Parties or otherwise in such manner as directed by the *Hearing Panel*;
 - (h) to impose a *Provisional Suspension* and/or other provisional measures or to order such other interim relief as it sees fit pending its final determination of the matter;
 - (i) to lift a *Provisional Suspension* and/or any other provisional measures pending its final determination of the matter;
 - (j) to issue *Fines*, warnings, *Disqualifications*, or other appropriate sanction against any

Person or Horse (where applicable) within its jurisdiction;

- (k) to impose a final *Suspension* (or *Ineligibility* period) on *Persons* found to have infringed the *FEI Rules and Regulations* and/or to impose other sanctions on them, such as the *Suspension of Horses, Support Personnel*, or the imposition of *Fines*, in accordance with the *FEI Rules and Regulations*; and
- (l) to impose costs orders.

24. Settlements

A. Settlements on Claims

- 24.1 At any time during the Claim proceedings and within a maximum period of three (3) months from the receipt of the Claim by the Respondent, the FEI and the other Party/Parties to the proceeding may resolve the dispute by entering into a *Settlement Agreement*.
- 24.2 If the Respondent admits the alleged infringement(s) and accepts the administrative measures and/or sanction(s) as applicable, the FEI and the Respondent shall agree and sign a Settlement Agreement by the aforesaid deadline. Any such Settlement Agreement shall be submitted to the FEI Tribunal and shall be embodied in an FEI Tribunal Consent Award rendered by consent of the Parties, subject to art. 24.3 below.
- 24.3 If the FEI Tribunal is of the opinion that the Settlement is not reasonable and/or does not comply with the relevant FEI Rules and Regulations, the FEI Tribunal shall be entitled to reject the Settlement and in such circumstances the FEI Tribunal will issue instructions on how the Parties should proceed with the Claim proceedings.
- 24.4 Any FEI Tribunal Consent Award rendered by consent of the Parties or any Decision by the FEI Tribunal to reject a Settlement is not subject to Appeal.

B. Settlements on Appeals

- 24.5 At any time during an Appeal proceeding before the FEI Tribunal (provided that a Hearing has not taken place and/or *Deliberations* have taken place), the FEI and the other Party/Parties to the proceeding may seek time to resolve the dispute by entering into settlement discussions to resolve the matter. The Parties may agree to stay the proceedings and any related deadlines during the settlement discussions, provided that such stay of the proceedings shall not last more than 3 months; the Parties shall inform the FEI Tribunal accordingly. Any stay of the proceedings for a period longer than 3 months is subject to the prior approval of the FEI Tribunal.
- 24.6 In the event that the Parties ultimately do not reach a Settlement agreement within 3 months, the Parties shall inform the FEI Tribunal accordingly and the FEI Tribunal will issue instructions on how the Parties should proceed with the Appeal proceedings. Any settlement may be embodied in an FEI Tribunal Consent Award rendered by consent of the Parties.
- 24.7 If the Parties resolve the dispute, the Appellant and the FEI shall agree and sign a Settlement Agreement. Any such Settlement Agreement shall be submitted to the FEI Tribunal and shall be embodied in an FEI Tribunal Consent Award rendered by consent of the Parties, subject to the paragraph below.
- 24.8 If the FEI Tribunal is of the opinion that the Settlement is not reasonable and/or does not comply with the relevant FEI Rules and Regulations, the FEI Tribunal shall be entitled to reject the Settlement in which case the FEI Tribunal shall issue instructions

to the Parties.

24.9 Any FEI Tribunal Consent Award rendered by consent of the Parties or any Decision of the FEI Tribunal to reject a Settlement is not subject to Appeal.

24.10 If the Appellant withdraws the Appeal, the FEI Tribunal shall issue a Termination Order.

25. Notices and periods of time

25.1 Any *Notice* or other communication required to be given by a Party to the *Hearing Panel* and/or another Party must be given in writing and must be sent by courier or first class post or transmitted by email, or lodged on a secure dedicated website established by the *FEI* Legal Department for that purpose (with that lodging notified to the other Party by email).

25.2 Delivery of *Notices* and communications to the *Hearing Panel* may be accomplished by sending them to the following address: *FEI Tribunal*, HM King Hussein I Building, Chemin de la Joliette 8, 1006 Lausanne, Switzerland or by electronic mail to fei.tribunal@fei.org.

25.3 Unless otherwise specified in the *FEI Rules and Regulations*, *Notices* and communications to/from the *FEI* shall be made through the *FEI* Legal Department. Delivery of *Notices* and communications to the *FEI* Legal Department may be accomplished by sending them to the following address: HM King Hussein I Building, *FEI* Legal Department, Chemin de la Joliette 8, 1006 Lausanne, Switzerland or by sending them by email to any relevant staff member(s) of the *FEI* Legal Department. Delivery of *Notices* and communications to Parties other than the *FEI* may be accomplished by sending them:

(a) to their *National Federation* at the address or number then maintained for that *National Federation* at the *FEI*, for onward transmittal by the *National Federation* to the Party; or

(b) to the postal address or email address of the Party or the legal representative (as applicable) notified by the Party in writing (in which case each *Notice* and communication will be copied to the relevant *National Federation*), provided that if the postal or email address proves to be ineffective in communicating with the Party, then the *FEI* Legal Department may revert to sending the relevant materials in accordance with Article 25.3(a), above.

25.4 Unless otherwise provided in the applicable rules, any period of time to be calculated under these *Internal Regulations of the FEI Tribunal* shall begin to run on the day following the day when a *Notice* or other communication is sent. In the event a notification is made through a *National Federation* for onward transmittal by the *National Federation* to the Party, the period of time to be calculated may begin to run two (2) days following the day when the *Notice* or other communication is received by the *National Federation*. The time limits under these *Internal Regulations of the FEI Tribunal* are respected if the communications by the Parties are sent before midnight, Swiss time on the last day on which such time limits expire. *Non-Working Days* occurring during the respective period are included in calculating the running of that period, save that if the period, so calculated, ends on a *Non-Working Day*, then it shall be deemed to end on the next *Working Day*. For the purpose of these *Internal Regulations of the FEI Tribunal* a "Working Day" shall mean any day other than (i) Saturday or Sunday; or (ii) any day that is a bank holiday in Lausanne, Switzerland. The *FEI* Offices are considered as officially closed from 20 December until 5 January and any applicable deadlines under the *Internal Regulations of the FEI Tribunal* during such period shall be extended accordingly.

25.5 The *FEI* Tribunal Chair or a *Hearing Panel* (as applicable) may reduce or modify any

time limit or deadline as deemed appropriate in special circumstances and/or in an emergency situation.

- 25.6 The Parties can mutually agree to extend a deadline by a maximum of thirty (30) days, without the involvement of the *Hearing Panel* or the FEI Tribunal Chair as applicable, provided the *Hearing Panel* (if one has been appointed) is notified immediately of such agreement to extend the deadline. In addition and upon application on justified grounds and after consultation with the other Party (or Parties), either the Chair of the *Hearing Panel* or, if they have not yet been appointed, the *FEI Tribunal Chair*, may provide additional extension(s) of the time limits provided in these *Internal Regulations of the FEI Tribunal*, with the exception of the time limit for the filing of an *Appeal*, if the circumstances so warrant and provided that the initial time limit has not already expired.

26. Interim relief pending final determination

- 26.1 Without prejudice to any other measures that may be taken by the FEI in accordance with the *FEI General Regulations*, *FEI Statutes* and or the relevant *Sport Rules*, in accordance with the powers conferred on the *FEI Tribunal*, a *Hearing Panel* (or the *FEI Tribunal Chair*, in urgent cases, before a *Hearing Panel* has been appointed) may, for good cause shown, grant an application for the *Provisional Suspension* of the *Respondent* (other than the *FEI*) or a *Horse*, or other interim relief, pending final determination of the *matter*.
- 26.2 A *Respondent* who is provisionally suspended pursuant to the relevant provision(s) in the FEI Rules and Regulations may challenge the imposition of that *Provisional Suspension* at a *Preliminary Hearing* (as defined in the relevant FEI Rules).
- 26.3 Upon an application for interim relief other than under Article 26.2, above, unless otherwise ordered by the Person(s) hearing the application:
- (a) all Parties shall have a right to be heard, for or against the application and their submissions should be in writing, unless the circumstances warrant otherwise; and
 - (b) the application should be heard and determined on an expedited basis.

B. Specific procedures in Claims proceedings before the FEI Tribunal

27. The Parties

- 27.1 The procedure set out in Article 28 applies to matters, including but not limited to Abuse of Horse, matters arising under the FEI Safeguarding Policy against Harassment and Abuse, or disciplinary cases involving non-Minor Offences.
- 27.2 For the avoidance of any doubt, the procedure set out in Article 28 shall not apply for cases brought under the FEI Equine Anti-Doping and Controlled Medication Regulations. The specific procedure for *Appeals* is set out in Articles 42 - 52 of these *Internal Regulations of the FEI Tribunal*.
- 27.3 The FEI, when bringing a Claim, is the "Claimant" and shall be referred to as "the FEI". The Party against whom the Claim is brought shall be referred to as the "Respondent".
- 27.4 Only the FEI is entitled to initiate a Claim. Where the *FEI* declines to initiate a Claim referred to it by another Party, that other Party may not bring the Claim in their own name, but instead may *Appeal* the *FEI's Decision* not to initiate the Claim with the *FEI Tribunal*.

28. Initiation of Proceedings

- 28.1 To commence proceedings, the *FEI* shall send a written *Notice* to the *Respondent*, as set forth above, setting out the infringement(s) alleged to have been committed, including the specific rule, regulation, or principle alleged to have been infringed and a statement of the facts upon which such allegations are based, unless the procedure is otherwise provided for in the applicable rules. This *Notice* shall be referred to as the "**Notification Letter**". The *FEI* shall also be entitled to impose a Provisional Suspension as per the *FEI* General Regulations or as otherwise provided for in the applicable rules.
- 28.2 The Notification Letter should also notify the Respondent of the entitlement to respond in one of the following ways:
- (a) to admit the alleged infringement(s) and accept certain administrative measures and/or sanction(s) if specified in the Notification Letter, in which case the Respondent shall have no right of Appeal against such measures; or
 - (b) to admit the alleged infringement(s) and have the sanctions determined by the *Hearing Panel*; or
 - (c) to deny the alleged infringement(s) and have liability and (if applicable) measures and/or sanctions determined by the Hearing Panel.
- 28.3 The Respondent shall have a period of twenty (20) days following receipt of the Notification Letter to send the initial response admitting or denying the alleged infringement(s). The deadlines set out above may be extended subject to the agreement of the *FEI*. This initial response shall be referred to as the "**Reply**". Further exchange of written submissions may take place prior to the initiation of any Claim.
- 28.4 In the event of an Administrative Disciplinary Procedure where the Respondent denies the offence or admits the offence but rejects the proposed sanction(s) and requests that the case be submitted to the *FEI* Tribunal, the *FEI* shall proceed with a Claim directly without the need for a Notification Letter.
- 28.5 Following receipt of the Reply, or if no Reply is submitted, it is at the *FEI*'s discretion whether or not it will pursue the matter further or close the case. The *FEI* shall have a period of three (3) months from receiving the Reply, or if the Respondent does not submit a Reply within the stated deadline, within three (3) months of sending the Notification Letter (whichever is earlier) to make that assessment and, if applicable, to submit its claim (the "**Claim**") to the Respondent, with a copy to the *FEI* Tribunal, if the *FEI* decides to proceed. In the event of complex and/or exceptional circumstances, the deadline may be extended. The *Claim* shall contain:
- (a) a copy of the *Notification Letter*;
 - (b) a copy of the *Reply* (if any);
 - (c) the *FEI*'s full Claim brief, setting out its case on the issues it believes the *Hearing Panel* will have to resolve;
 - (d) written statements setting out the evidence of each witness (fact or expert) that the *FEI* wishes to put into the record before the *Hearing Panel* in support of its case, with a statement from the witness attesting to the truth of the contents of the statement (or, in the case of an expert witness, attesting that the statement accurately sets out his opinions on the matters in issue);

- (e) copies of all documentary and/or video evidence that the *FEI* wishes to put into the record before the *Hearing Panel* in support of its case;
- (f) copies of any legal authorities relied on by the *FEI* in its brief;
- (g) whether or not the *FEI* requests a Hearing (in person, by videoconference, or by telephone) before a *Hearing Panel*; and
- (h) *FEI*'s suggested deadline for the Respondent to submit its Answer (in any event not less than twenty (20) days).

The *Claim* shall be sent by email to the Respondent, with a copy to the FEI Tribunal (fei.tribunal@fei.org). The FEI Tribunal will only acknowledge receipt of the Claim.

28.6 The Respondent shall submit its answer (the "**Answer**") within a reasonable deadline set by the FEI Tribunal (not less than twenty (20) days and not more than three (3) months). The Answer shall contain:

- (a) an answering brief addressing the *FEI*'s arguments, and setting out all of the *Respondent's* case on the issues (including any defences) that the Respondent believes the *Hearing Panel* will have to resolve;
- (b) any defence of lack of jurisdiction;
- (c) written statements setting out the evidence of each witness (fact or expert) that the Respondent wishes to put into the record before the *Hearing Panel*, with a statement from the witness attesting to the truth of the contents of the statement (or, in the case of an expert witness, attesting that the statement accurately sets out his opinions on the matters in issue);
- (d) copies of any evidence that the Respondent wishes to put into the record before the *Hearing Panel*;
- (e) copies of any legal authorities relied on by the *Respondent* in the brief; and
- (f) whether or not the *Respondent* requests a Hearing (in person, by videoconference, or by telephone) before a *Hearing Panel*.

The *Answer* shall be sent by email to the FEI, with a copy to the FEI Tribunal (fei.tribunal@fei.org).

29. Directions

- 29.1 Upon receipt of the *Answer* or of a Settlement Agreement, as applicable, the *FEI Tribunal Chair* shall convene a *Hearing Panel* in accordance with Article 19. If the Respondent fails to submit an *Answer* by the stated time limit, the *Hearing Panel* may nevertheless proceed with the case and issue a *Decision*.
- 29.2 Unless the Parties agree otherwise or the *Hearing Panel* orders otherwise for good cause shown, the Parties shall not be permitted to supplement their written arguments or evidence with further written submissions or evidence after submission of the *Claim* and accompanying documents (in the case of the *FEI*) and the Answer and accompanying documents (in the case of the Respondent). Where the Hearing Panel allows further written submissions, the Hearing Panel may restrict the content of such submissions as it deems appropriate, such as to addressing specific evidence and/or witness statement(s) from an expert witness.

- 29.3 The Hearing Panel shall ask the Parties, after the written submissions have been filed, to confirm whether they want a Hearing or not.
- 29.4 If a Hearing has been requested or if the Panel deems a Hearing is necessary, the *Hearing Panel*, in consultation with the Parties, shall also fix the date, time and modality of the Hearing. If the Hearing is to be held in person, the venue shall be determined (ordinarily, if the Hearing is in person, the venue shall be the *FEI* Headquarters in Lausanne, Switzerland).
- 29.5 The Hearing Panel shall be entitled, at its discretion, to schedule and convene a case management meeting prior to the Hearing.
- 29.6 Either Party shall be at liberty to apply to the *Hearing Panel* for amended or supplemental directions prior to the full Hearing, where necessary in order to ensure that the record is complete and the Parties are properly prepared for the full Hearing.
- 29.7 The Parties may at any time file a joint statement listing all facts that are agreed by the Parties, and any other relevant matters that are not in dispute as between the Parties, to which the *Hearing Panel* shall give due consideration.
- 29.8 The *Hearing Panel* may at any time ask the Parties to provide additional submissions and/or evidence, including expert testimony or opinions, as necessary.
- 29.9 It shall not be improper for a Party, its officers, employees, legal advisors or other representatives to interview its witnesses or potential witnesses in advance of any Hearing.
- 29.10 The *Hearing Panel* may require that expert witnesses for the opposing Parties meet to try to narrow down areas in dispute.
- 29.11 If it appears to the *Hearing Panel* that a *Respondent* may be subject to sanction on account of an infringement of the *FEI Rules and Regulations* that has not previously been notified, the *Hearing Panel* shall ensure that the *Respondent* is informed of and given a reasonable time to deal with the new allegation(s), including by adjourning the proceedings if relevant and necessary.

30. Burden and standard of proof

- 30.1 The *FEI* shall have the burden of proving that the *Respondent* committed the infringement(s) alleged in the *Claim*.
- 30.2 Unless otherwise stated in the relevant rules, the standard of proof on all questions to be determined by the *Hearing Panel* shall be by the comfortable satisfaction of the *Hearing Panel*.

31. Attendance at Hearings

- 31.1 A Hearing will not be held in a matter unless requested by a Party involved or otherwise ordered by the *Hearing Panel*. If there is no Hearing, the *Hearing Panel* shall determine the matter based on the written submissions and evidence provided to it. Preference shall be given to the conduct of Hearings through online/virtual means to enhance accessibility, efficiency, and fairness in the proceedings.
- 31.2 Where the Parties have not requested a Hearing and/or where there are special circumstances, including but not limited to time restraints, mootness of the matter, and provided that the Parties have had the right to provide written submissions the

Hearing Panel can decide to issue a Decision based on the written submissions only and without holding a Hearing.

- 31.3 Where a Hearing is held in a matter (either by videoconference, by teleconference, or in person):
- (a) Each Party shall have a right to attend that Hearing and/or through that Party's legal representative(s). The timing of the hearing shall be fixed by the *Hearing Panel* in consultation with the Parties.
 - (b) The non-attendance of any Party or the legal representative(s) at the Hearing, after proper *Notice* of the Hearing has been provided, shall not prevent the *Hearing Panel* from proceeding with the Hearing in such Party's absence (including for the avoidance of doubt, making its *Decision* concerning any alleged infringement by the Party and any related *Decision* as to sanctions), whether or not any written submissions are made by or on behalf of that Party.
 - (c) The failure of a Party charged with infringement of the *FEI Rules and Regulations* to attend a Hearing without reasonable grounds for doing so may allow the *Hearing Panel* to draw an adverse inference against such Party, and the *Hearing Panel* may decide the matter accordingly.
 - (d) Only witnesses in respect of whom witness statements have been submitted by the Party calling such witness shall be permitted to give evidence at the Hearing unless the Parties agree otherwise or where ordered by the *Hearing Panel*.
 - (e) Each Party shall ensure that all attendees, including witnesses and representatives, possess sufficient proficiency in English or, alternatively, that a qualified independent interpreter has been duly engaged and prior notification provided to the FEI Tribunal.
 - (f) Each party shall ensure the following for hearings by videoconference:
 - Reliable internet connectivity and an appropriate location conducive to maintaining the integrity of the proceedings.

32. Privacy of Hearings

- 32.1 Save for good cause shown by any Party, and upon confirmation by the *Hearing Panel*, all Hearings before the *Hearing Panel* shall be conducted on a private and confidential basis, attended only by the Parties to the proceedings and their representatives and witnesses, as well as the representatives of any third Party/ies permitted under the applicable rules to attend in order to participate and/or observe the proceedings.
- 32.2 The *Hearing Panel* may permit the attendance of *FEI* personnel other than *FEI* Legal Department members if requested by the *FEI* Legal Department. The *Hearing Panel* may also permit attendance by persons associated with another Party or that Party's *National Federation* if requested by that Party for all or a portion of the Hearing, as directed by the *Hearing Panel* in its sole discretion and provided that the other Party has had the opportunity to comment on the request.
- 32.3 All persons attending any Hearing shall respect the privacy and confidentiality of the proceedings, of the evidence and of all the documents and submissions prepared in connection with them. All evidence and submissions shall be privileged and confidential, even if a Hearing is not conducted in private.
- 32.4 The admissibility of and weight attributed to evidence and/or testimony from anonymous witness(es) shall be evaluated on a case by case basis by the *Hearing Panel*. The *Hearing Panel* shall be entitled to request additional information pertaining

to the anonymous witness(es) in order to make the evaluation.

- 32.5 The foregoing provisions shall not limit in any way the evidence, testimony, arguments or other matters that a Hearing Panel may refer to, include or describe in its written Decisions, notwithstanding the fact that such Decisions may be released for general publication.

33. Recording of Hearings

- 33.1 The *FEI* Legal Department or the FEI Tribunal Clerk shall make arrangements for Hearings to be recorded or transcribed unless otherwise directed by the *Hearing Panel* Chair. Any recording so made shall belong to the *FEI*. Any technical problems or failures in recording a Hearing shall not invalidate such Hearing.

- 33.2 Where a recording is available and a Party has commenced an *Appeal* from the *Hearing Panel's Decision*, such Party shall have the right to a written transcript of the recording for use in connection with the Appeal, and the *FEI* Legal Department must provide such Party with such written transcript as soon as practicable upon request, subject to such Party paying the costs involved in preparing the transcript and undertaking in writing not to share it with third Parties. Otherwise, however, no person shall have the right to compel the production of any recording made of a Hearing or a copy or a transcript except as required by law in connection with civil or criminal proceedings and then only if the person meets any costs or expenses incurred by the *FEI* in providing it.

- 33.3 Copies and transcripts of recordings shall remain confidential at all times. This shall not prevent submission of the transcripts to CAS on Appeal. Segments or names in the transcript can be redacted if deemed appropriate by the FEI and when particular confidentiality is required (including but not limited to witnesses, names of minors, etc.).

34. Procedure at the Hearing (if such is held)

- 34.1 Where a Hearing is requested or ordered, upon request of either Party the *Hearing Panel* Chair may agree, at his discretion, to hold the Hearing by telephone or videoconference.

- 34.2 At the beginning of the Hearing, the *Hearing Panel* Chair will introduce themselves and the other members of the *FEI Panel*, and each Party (and his/its representatives, where applicable) shall introduce themselves.

- 34.3 The *Hearing Panel* Chair will then state the purpose of the Hearing and outline the procedure to be followed. The Parties and their representatives will be invited to raise any preliminary queries and/or to make any submissions on preliminary issues (including but not limited to proposed procedure) as the *Hearing Panel Chair* may see fit.

- 34.4 After any preliminary matters have been addressed, at the discretion of the *Hearing Panel* Chair, each Party (the *Claimant* first, the *Respondent* second) may make an opening statement. The *Hearing Panel* Chair may limit the amount of time permitted for opening statements.

35. Evidence

- 35.1 Once opening statements are completed, the *FEI* shall be invited to present evidence in support of its case, followed by the *Respondent* presenting evidence in defence of the case.

- 35.2 In addition, special measures may apply for safeguarding matters, including but not limited to the hearing of vulnerable witnesses and testifying Parties in accordance with the Guidelines set out in Appendix III.
- 35.3 Subject to Article 31.3 (d), above, the *Hearing Panel* shall have the power to allow, refuse or limit the evidence or appearance at the Hearing of any witness. No evidence (testamentary or documentary) may be admitted unless it has been properly authenticated or a foundation has been provided by the Party offering it. An email from the personal email address of a witness to a Party and/or a Party's legal representative, attesting to certain facts concerning the case, shall constitute a witness statement for the purpose of these *Internal Regulations of the FEI Tribunal*. Subject strictly thereto, however, formal rules applicable in other courts or tribunals in relation to the admissibility of evidence shall not apply in proceedings before the *Hearing Panel*. Instead, facts may be established in such proceedings by any reliable means, and factors such as hearsay shall go not to admissibility but rather to the weight to be given by the *Hearing Panel* to such evidence.
- 35.4 Subject always to Article 35.2, above, the Parties shall make available to be heard by the *Hearing Panel* (in person or, with the permission of the *Hearing Panel*, by videoconference or telephone) the witnesses whose written statements and reports they have submitted in advance of the Hearing. The Parties are responsible for the availability of those witnesses and the costs of their attendance at the Hearing. In addition, the Parties are responsible to ensure that any witness can speak/understand English and, if not, that an interpreter is in attendance (costs to be covered by the Party for whom the witness is appearing).
- 35.5 If a witness whose appearance has been requested fails without a valid reason to appear for testimony, the *Hearing Panel*, may disregard any witness statement or declaration related to that witness unless, in exceptional circumstances, the *Hearing Panel* decides otherwise.
- 35.6 In any case where a witness attends before the *Hearing Panel* but refuses or fails to answer questions put to them by or on behalf of the other Party or the *Hearing Panel*, then the *Hearing Panel* may infer that the answers of that witness to those questions would have been adverse to the Party offering that witness. If the witness is the Party, then the *Hearing Panel* may infer that the answers of the Party to those questions would have been adverse to that Party.
- 35.7 Where a witness appears at a Hearing (whether in person or by videoconference or telephone), before providing testimony the witness shall first affirm, in a manner determined appropriate by the Hearing Panel, that they are telling the truth. Thereafter, the written statement of that witness, if supplied in accordance with Articles 28.5 (d) or 28.6 (c) (as applicable), above, shall stand as their direct evidence. The Hearing Panel may in its discretion allow direct examination of a witness appearing at the Hearing (to supplement his/her written testimony or where no witness testimony was submitted), cross-examination of that witness by the Party against whom his evidence is offered, and re-direct examination of that witness in relation to the matters on which they were cross-examined.
- 35.8 The *Hearing Panel* is entitled to ask fact and expert witnesses questions at any time during the Hearing and may recall witnesses for such purpose at any time.
- 35.9 Witnesses will not ordinarily be admitted to the Hearing room prior to giving their evidence, and after giving their evidence all such witnesses will ordinarily be required to withdraw from the Hearing room.
- 35.10 Any documentary or other evidence relied on by a Party must be properly

authenticated upon presentation to the *Hearing Panel*.

36. Closing arguments

- 36.1 Once the evidence stage is concluded, the Parties may be invited to make closing arguments, including any legal submissions. Unless otherwise ordered, the *FEI* will go first and the *Respondent* will have the last word.
- 36.2 The *Hearing Panel* may in its discretion (a) limit the amount of time permitted for closing statements; (b) invite submissions on both liability (i.e., whether the *FEI* has met its burden of proving that the *Respondent* infringed the rule(s) in question) and sanctions to be imposed if liability is established, or (c) limit closing arguments to submissions on liability, with submissions on sanction to follow only if the *Hearing Panel* finds that the *FEI* has met its burden on liability.
- 36.3 In lengthy and/or complex cases, the *Hearing Panel* may require the Parties to provide their closing arguments in writing or to provide written post-Hearing submissions on specific topics indicated by the *Hearing Panel*
- 36.4 Once the Hearing is closed, the Parties shall not be authorised to produce further written pleadings unless the *Hearing Panel* so orders.

37. Principles relevant to the determination of sanctions

- 37.1 Where an infringement of the *FEI Rules and Regulations* or their associated documents has been established, the *Hearing Panel* will impose sanctions in accordance with any specific sanction provisions set out in such rules or their associated documents for such infringement or else in accordance with the general sanction provisions of Article 159 ("FEI Tribunal") and Article 164 ("Sanctions") of the *FEI General Regulations*.

38. Costs

- 38.1 The *Hearing Panel* may award costs in accordance with Article 159 of the *FEI General Regulations* and with reference to the FEI Guidelines for Fines and Contributions towards Legal Costs (see Annex II).

39. Decision of the Hearing Panel

- 39.1 The *Hearing Panel* shall make its *Decision* by a Simple Majority. If the Hearing Panel consists of more than one member, the Hearing Panel Chair shall arrange for deliberations to take place. All *Hearing Panel* members must take part in the deliberations of the *Hearing Panel* and no member of the *Hearing Panel* may abstain. Only the Hearing Panel members and the Clerk can attend the Deliberations.
- 39.2 The Hearing Panel is not bound by any sanction and/or measure proposed by the FEI and may act ex-officio in general terms when reviewing the incidents brought forward.
- 39.3 The *Hearing Panel* will issue its *Decision* as soon as reasonably practicable after the Hearing, in writing, with reasons, in accordance with Article 40, below.
- 39.4 The *Hearing Panel* may decide to communicate the operative part of the *Decision* to the Parties, prior to the reasons. The *Decision* shall be enforceable from such notification of the operative part. In exceptional circumstances, the *Hearing Panel* may advise the Parties verbally of its *Decision* following the close of the Hearing and the *Decision* shall be enforceable immediately unless the *Hearing Panel* specifies otherwise.

40. Written Decisions

40.1 In all cases, the *Hearing Panel* shall issue its *Decision* in writing, dated and signed by the *Hearing Panel Chair*, as soon as practicable after the end of the Hearing, or, if there is no Hearing, after the written submissions and evidence related to the case have been provided to it.

The written *Decision* shall set out and explain:

- (a) the *Hearing Panel's* findings, with reasons, as to what infringement(s), if any, the *Respondent* has committed;
- (b) the *Hearing Panel's* findings, with reasons, as to the sanctions to be imposed as a result of such infringement(s). In relation to any infringement(s) in respect of which the relevant *FEI Rules and Regulations* give the *Hearing Panel* discretion as to sanctions to be imposed, the *Decision* shall explain in detail the reasons why the *Hearing Panel* has exercised that discretion in the way that it has;
- (c) what costs award (if any) the *Hearing Panel* is imposing as a result of such findings, with reasons; and
- (d) any rights of *Appeal* (if any) that lie in respect of the *Decision*.

40.2 The time to *Appeal* shall not begin to run until notification of the written, reasoned *Decision*. The *Hearing Panel* (or the *FEI* where instructed by the *Hearing Panel* to do so) will send copies of the *Decision* to the Parties and to any other *Person* that has a right of *Appeal* against the *Decision*.

40.3 Except where the relevant rules provide otherwise, or the *Hearing Panel* orders otherwise for good cause shown, following their receipt by the Parties the *Decisions* of the *Hearing Panel* may be published on the *FEI's* website or through other means, as determined by the *FEI*.

40.4 Corrections of typographical errors or any other obvious errors in *Decisions* already notified to the Parties (provided that the error does not materially change the outcome or meaning of the *Decision*) shall not have any impact on any relevant time limits and/or deadlines.

41 FEI Tribunal Consent Award

41.1 Any Settlement Agreement submitted to the FEI Tribunal shall be embodied in an FEI Tribunal Consent Award, subject to art. 41.2 below.

41.2 If the FEI Tribunal is of the opinion that the Settlement Agreement is not reasonable and/or does not comply with the relevant FEI Rules and Regulations, the FEI Tribunal shall be entitled to reject the Settlement Agreement and in such circumstances the FEI Tribunal will issue instructions on how the Parties should proceed with the Claim proceedings.

41.3 Any FEI Tribunal Consent Award rendered by consent of the Parties or any *Decision* by the FEI Tribunal to reject a Settlement is not subject to Appeal.

41.4 Save where the relevant rules provide otherwise, or the *Hearing Panel* orders otherwise for good cause shown, following their receipt by the Parties the FEI Tribunal *Consent Award* may be published on the *FEI's* website or through other means, as determined by the *FEI*.

C. Specific procedures in Appeal proceedings before the FEI Tribunal

42. Commencing the Appeal

42.1 An *Appeal* before the *FEI Tribunal* pursuant to Article 162 (“Appeals”) of the *FEI General Regulations* is commenced by filing a valid *Appeal* with the *FEI Tribunal* (fei.tribunal@fei.org) within the deadline specified in the *FEI General Regulations*.

42.2 To be valid, the *Appeal* must satisfy the formal requirements set out in Articles 162 (“Appeals”) of the *FEI General Regulations*. An *Appeal* is not admissible if any applicable deadline and/or any of the aforementioned requirements are not met. Without prejudice thereto, the *Appeal* must be signed by the person bringing the *Appeal* (who shall be referred to as the “**Appellant**”) or their authorised representative, must be accompanied by a copy of the *Decision* that is being appealed, and must identify:

- (a) the name, address and full contact details of the *Appellant* and/or their authorised representative;
- (b) the provisions in the applicable rules that establish the right to *Appeal* the *Decision* in question to the FEI Tribunal;
- (c) the part(s) of the *Decision* that is/are being appealed; and
- (d) the grounds of the *Appeal*.

42.3 The *Appeal* may be accompanied by an *Appeal* brief setting out the arguments in support of the *Appeal*, and any supporting witness statements, expert reports, or other evidence relied upon, as well as copies of any legal authorities cited in the *Appeal*, and must be accompanied by any deposit required under the *FEI General Regulations*. Where a transcript or recording of the first instance Hearing is available, it shall also be filed, either with the *Appeal* or as soon thereafter as it becomes available.

43. FEI as Respondent

43.1 In all Appeals to the *FEI Tribunal*, the *FEI* shall be the *Respondent* to the *Appeal*, except where the *FEI* is the Party filing the *Appeal* (and the following articles shall be interpreted accordingly).

44. Convening a Hearing Panel to determine the Appeal

44.1 Following receipt of the *Appeal*, the *FEI Tribunal Chair* shall convene a *Hearing Panel* to hear and determine the *Appeal*.

44.2 Subject to Article 19, *Hearing Panels* convened to hear Appeals shall be typically comprised of one member, unless otherwise ordered by the *FEI Tribunal Chair*.

45. Decision to remain in effect

45.1 Unless the *Hearing Panel* orders otherwise, the *Decision* being appealed shall remain in full force and effect pending determination of the *Appeal*.

46. Answer

46.1 Within 20 days of notification from the *FEI Tribunal* that an *Appeal* has been filed unless the Parties agree to an alternate schedule, the *FEI* shall file with the *Hearing Panel* and serve on the *Appellant* an answer (the “**Answer**”) containing its defence to the *Appeal*

(including any claim of lack of jurisdiction). The Answer may be accompanied by any supporting witness statements, expert reports, or other evidence relied upon, as well as copies of any legal authorities cited in the Answer.

- 46.2 In the event of any claim of lack of jurisdiction or admissibility, the FEI shall be entitled to limit its initial Answer to the question of jurisdiction or admissibility, such Answer to be submitted within the 20 day deadline mentioned above and to request the FEI Tribunal to first hear and determine the question of jurisdiction or admissibility in advance of any other issues in the Appeal (in accordance with article 23.1 (a) above). If the FEI submits a motion to review the jurisdiction or admissibility of the matter, the deadline for submitting the Answer is stayed automatically until the Hearing Panel has issued a Decision on jurisdiction or admissibility, unless otherwise ordered by the Hearing Panel. Should the Hearing Panel decide that it has jurisdiction to hear the Appeal and/or that the Appeal is admissible, the Hearing Panel shall decide on the FEI's deadline to file its full Answer. Should the FEI Tribunal decide that it does not have jurisdiction or that the Appeal is not admissible, the Appeal will be dismissed.
- 46.3 Unless the Parties agree otherwise or the *Hearing Panel* orders otherwise for good cause shown, the Parties shall not be permitted to supplement their written arguments or evidence with further written submissions after submission of the *Notice of Appeal* and accompanying documents (in the case of the *Appellant*) or the Answer and accompanying documents (in the case of the *FEI*). Notwithstanding the foregoing, the *Appellant* may be permitted, with the permission of the *FEI Tribunal*, to introduce evidence and/or a statement from an expert witness no later than fourteen (14) days following receipt of the *Respondent's* Answer for the sole and specific purpose of addressing evidence and/or a witness statement from an expert witness referred to in the *Respondent's* Answer.

47. Attendance at Hearings

- 47.1 A Hearing will not be held in a matter unless requested by a Party involved or otherwise ordered by the *Hearing Panel*. The Parties shall be provided with an opportunity to request a Hearing after the Answer has been filed, subject to the provisions below. If there is no Hearing, the *Hearing Panel* shall determine the matter based on the written submissions and evidence provided to it. Preference shall be given to the conduct of Hearings through online/virtual means to enhance accessibility, efficiency, and fairness in the proceedings.
- 47.2 Where the Parties have not requested a Hearing and/or where there are special circumstances, including but not limited to time restraints, mootness of the matter, and provided that the Parties have had the right to provide written submissions the Hearing Panel can decide to issue a Decision based on the written submissions only and without holding a Hearing.
- 47.3 Where a Hearing is held in a matter (either by videoconference, by teleconference, or in person):
- (a) Each Party shall have a right to attend that Hearing and/or through that Party's legal representative(s). The timing of the Hearing shall be fixed by the *Hearing Panel* in consultation with the Parties.
 - (b) The non-attendance of any Party or their legal representative(s) at the Hearing, after proper *Notice* of the Hearing has been provided, shall not prevent the *Hearing Panel* from proceeding with the Hearing in such Party's absence (including for the avoidance of doubt, making its *Decision* concerning any alleged infringement by the Party and any related *Decision* as to sanctions), whether or not any written submissions are made by or on behalf of that Party.

- (c) The failure of a Party to attend a Hearing without reasonable grounds for doing so may allow the *Hearing Panel* to draw an adverse inference against such Party, and the *Hearing Panel* may decide the matter accordingly.
- (d) Only witnesses in respect of whom witness statements have been submitted by the Party calling such witness shall be permitted to give evidence at the Hearing unless the Parties agree otherwise or where ordered by the *Hearing Panel*.
- (e) Each Party shall ensure that all attendees, including witnesses and representatives, possess sufficient proficiency in English or, alternatively, that a qualified independent interpreter has been duly engaged and prior notification provided to the FEI Tribunal.
- (f) Each party shall ensure the following for hearings by videoconference:
Reliable internet connectivity and an appropriate location conducive to maintaining the integrity of the proceedings.

48. Privacy of Hearings

- 48.1 Save for good cause shown by any Party, all Hearings before the *Hearing Panel* shall be conducted on a private and confidential basis, attended only by the Parties to the proceedings and their representatives and witnesses, as well as the representatives of any third Party/ies permitted under the applicable rules to attend in order to participate and/or observe the proceedings.
- 48.2 The *Hearing Panel* may permit the attendance of *FEI* personnel other than *FEI* Legal Department members if requested by the *FEI* Legal Department. The *Hearing Panel* may also permit attendance by persons associated with another Party or that Party's *National Federation* if requested by that Party for all or a portion of the Hearing, as directed by the *Hearing Panel*, in its sole discretion and *l*, provided that the other Party has had the opportunity to comment on the request.
- 48.3 All persons attending any Hearing shall respect the privacy and confidentiality of the proceedings, of the evidence and of all the documents and submissions prepared in connection with them. All evidence and submissions shall be privileged and confidential, even if a Hearing is not conducted in private.
- 48.4 The admissibility of and weight attributed to evidence and/or testimony from anonymous witness(es) shall be evaluated on a case by case basis by the *Hearing Panel*. The *Hearing Panel* shall be entitled to request additional information pertaining to the anonymous witness(es) in order to make the evaluation.
- 48.5 The foregoing provisions shall not limit in any way the evidence, testimony, arguments or other matters that a *Hearing Panel* may refer to, include or describe in its written Decisions, notwithstanding the fact that such Decisions may be released for general publication.

49. Recording of Hearings

- 49.1 The *FEI* Legal Department or the *FEI* Tribunal Clerk shall make arrangements for Hearings to be recorded or transcribed unless otherwise directed by the *Hearing Panel* Chair. Any recording so made shall belong to the *FEI*. Any technical problems or failures in recording a Hearing shall not invalidate such Hearing.
- 49.2 Where a recording is available and a Party has commenced an *Appeal* from the *Hearing*

Panel's Decision, such Party shall have the right to a written transcript of the recording for use in connection with the Appeal, and the *FEI* Legal Department must provide such Party with such written transcript as soon as practicable upon request, subject to such Party paying the costs involved in preparing the transcript and undertaking in writing not to share it with third parties. Otherwise, however, no person shall have the right to compel the production of any recording made of a Hearing or a copy or a transcript save as required by law in connection with civil or criminal proceedings and then only if the person meets any costs or expenses incurred by the *FEI* in providing it.

- 49.3 Copies and transcripts of recordings shall remain confidential at all times. This shall not prevent submission of the transcripts to CAS on Appeal. Segments or names in the transcript may be redacted if so deemed appropriate by the *FEI* and when particular confidentiality is required (including but not limited to witnesses, names of minors, etc).

50. Procedure at the Hearing (if such is held)

- 50.1 Where a Hearing is requested or ordered, upon request of either Party the *Hearing Panel* Chair may agree, at his discretion, to hold the Hearing by telephone or videoconference.
- 50.2 At the beginning of the Hearing, the *Hearing Panel* Chair will introduce themselves and the other members of the *FEI Panel*, and each Party (and his/its representatives, where applicable) shall introduce themselves.
- 50.3 The *Hearing Panel* Chair will then state the purpose of the Hearing and outline the procedure to be followed. The Parties and their representatives will be invited to raise any preliminary queries and/or to make any submissions on preliminary issues (including but not limited to proposed procedure) as the *Hearing Panel Chair* may see fit.
- 50.4 The Hearing Panel shall determine how, when and where the Hearing is to be conducted (including whether it shall be in person, by videoconference, or by teleconference). Save where the Hearing Panel orders otherwise, the following procedures shall be followed at the Hearing:
- (a) The *Appellant* shall address the *Hearing Panel*, summarising his case on Appeal.
 - (b) The *FEI* shall address the *Hearing Panel*, summarising its case.
 - (c) Any evidence shall be dealt with in accordance with Article 34 above, applied *mutatis mutandis*.
 - (g) The *Appellant* shall make closing submissions.
 - (h) The *FEI* shall make closing submissions.

To the extent that the *Appellant* wants to make a personal statement to the Hearing Panel (in addition to any examination/cross examination of the *Appellant*), the *Appellant* may make such personal statement prior to the *FEI's* closing submission.

51. Decisions

- 51.1 The *Hearing Panel* hearing the *Appeal* shall rule on the *Appeal* by a Simple Majority. If the *Hearing Panel* consists of more than one member, the Hearing Panel Chair shall arrange for deliberations to take place. All members must take part in the deliberations of the *Hearing Panel* and no member of the *Hearing Panel* may abstain. Only the Hearing Panel members and the Clerk can attend the deliberations.

- 51.2 The Hearing Panel is not bound by any remedy, sanction and/or measure proposed by the FEI and may act ex-officio in general terms when reviewing the incidents brought forward.
- 51.3 The *Hearing Panel* shall have the power to make one or more of the following orders:
- (a) allow or dismiss the Appeal;
 - (b) exercise any power that the body against whose *Decision* the *Appeal* was made could have exercised, whether the effect is to increase or decrease any award, order or sanction originally imposed;
 - (c) remit the matter for new Hearing;
 - (d) order that any deposit be forfeited or returned as it deems appropriate;
 - (e) make such order as to costs as it deems appropriate; and
 - (f) make such further or other order as it considers appropriate either generally or for purpose of giving effect to its *Decision*.
- 51.4 The *Hearing Panel* may decide to communicate the operative part of the *Decision* to the Parties, prior to the reasons. The *Decision* shall be enforceable from such notification of the operative part. In exceptional circumstances, the *Hearing Panel* may advise the Parties orally of its *Decision* following the close of the Hearing and the *Decision* shall be enforceable immediately unless the *Hearing Panel* specifies otherwise.
- 51.5 The *Hearing Panel* shall publish a written statement of its *Decision* in accordance with the provisions of Article 39 above, applied mutatis mutandis.
- 51.6 Corrections of typographical errors or any other obvious errors in Decisions already notified to the Parties (provided that the error does not materially change the outcome or meaning of the Decision) shall not have any impact on any relevant time limits and/or deadlines.

52 FEI Tribunal Consent Award

- 52.1 Any Settlement Agreement submitted to the FEI Tribunal shall be embodied in an FEI Tribunal Consent Award, subject to art. 52.2 below.
- 52.2 If the FEI Tribunal is of the opinion that the Settlement Agreement is not reasonable and/or does not comply with the relevant FEI Rules and Regulations, the FEI Tribunal shall be entitled to reject the Settlement Agreement and in such circumstances the FEI Tribunal will issue instructions on how the Parties should proceed with the Claim proceedings.
- 52.3 Any FEI Tribunal Consent Award rendered by consent of the Parties or any Decision by the FEI Tribunal to reject a Settlement is not subject to Appeal.
- 52.4 Save where the relevant rules provide otherwise, or the *Hearing Panel* orders otherwise for good cause shown, following their receipt by the Parties the FEI Tribunal *Consent Award* may be published on the FEI's website or through other means, as determined by the FEI.

Appendix I – Definitions

Absolute Majority: Majority (one-half -1/2- plus one -1-) of the total number of parties entitled to vote, including those absent and those present but not voting.

Administrative Disciplinary Procedure: Procedure set out in the FEI General Regulations for the prosecution of Minor offences.

Agenda: A document containing all relevant items to be discussed at a meeting.

Answer: The Respondent's reply to a Claim or Appeal, addressing the other Party's arguments and setting out all of the Respondent's case on the alleged issues.

Appeal: A proceeding in which a case is brought before the FEI Tribunal, acting as a higher body, for review of a lower body's judgment for the purpose seeking relief against the decision of the lower body.

Casting Vote: A vote given to the FEI Tribunal Chair in order to break a Deadlock.

Claim: Proceedings initiated by the FEI for alleged breach(es) of the FEI Rules and Regulations and/or other agreement(s).

Claimant: The Claimant shall be the FEI when the FEI is bringing a Claim against a Respondent.

Consent Award: A Decision issued by the FEI Tribunal further to the consent of the Parties (consent usually given in the form of a Settlement Agreement or an Acceptance of the Consequences).

Court of Arbitration for Sport (CAS): Impartial and independent arbitration body who shall be the final authority for Appeals against Decisions of the FEI Tribunal or for any dispute between National Federations or between any National Federation and the FEI, which falls outside the jurisdiction of the FEI Tribunal.

Decision: An authoritative determination reached or pronounced after consideration of facts and/or law.

FEI General Regulations: The FEI General Regulations govern the conduct of all International equestrian Events organised by National Federations or by or on behalf of the FEI.

FEI Legal Director: Head of the FEI's Legal Department who oversees all legal matters pertaining to the FEI's activities.

FEI Rules and Regulations: Any rule and regulation duly approved by an appropriate body of the FEI, including but not limited to Statutes, General Regulations, and Sport Rules.

FEI Secretary General: Chief executive of the FEI who reports to the President and through the President to the Executive Board, the Board and the General Assembly.

FEI Sport Rules: As defined in the Statutes, and shall include but not be limited to Rules for the Equestrian Disciplines, Veterinary Regulations, Equine Anti-Doping and Controlled Medication Control Regulations, Anti-Doping Rules for Human Athletes, Olympic Regulations, and Paralympic Regulations.

FEI Tribunal: Highest judicial body within the FEI to decide on cases whether appeals from or matters not otherwise under the jurisdiction of the Ground Jury.

FEI Tribunal Chair: A person elected by the FEI General Assembly to lead and oversee the operation of the FEI Tribunal.

FEI Tribunal Deputy Chair: A Tribunal Member appointed by the FEI Tribunal Chair to undertake tasks and responsibilities as directed by the FEI Tribunal Chair in writing.

FEI Tribunal Clerk: A person assisting the FEI Tribunal's activities, such as sending notifications and Decisions to the Parties on behalf of a Hearing Panel and/or FEI Tribunal, scheduling and organising Hearings, assisting the Hearing Panel in the preparation of Decisions. There may be multiple FEI Tribunal Clerks.

FEI Statutes: Written document forming the legal constitution of the FEI by defining its purpose(s), principles, and core governance structure through attribution of rights and responsibilities among its organs.

Hearing: Formal proceedings before the FEI Tribunal where evidence and arguments are presented by the Parties. Hearings may be in-person or virtual.

Hearing Panel: The specific FEI Tribunal member(s) comprising the Decision-making body in any particular case.

Hearing Panel Chair: The FEI Tribunal member who presides over the Hearing Panel.

Internal Regulations of the FEI Tribunal: Written document setting out the delegation of the functions and powers of the FEI Tribunal.

Minutes: Official record of the proceedings of a meeting.

National Federation: The one national governing body from any country which is effectively in control of or is in a position to effectively control at least the Olympic Equestrian Disciplines and supported by its National Olympic Committee and approved by the General Assembly of the FEI.

Notice: Formal communication or notification of a fact, Claim, demand, proceeding, Appeal, or Decision that provides relevant information.

Notification Letter: A written Notice sent by the FEI to the Respondent, setting out the infringement(s) alleged to have been committed.

Preliminary Decision: A Decision that is made at an initial stage of a process.

Preliminary Hearing: An expedited abbreviated Hearing occurring prior to a Hearing that provides the Person alleged to have committed the violation with Notice and an opportunity to be heard in either written or oral form.

Provisional Suspension: Temporary Suspension imposed on a Person, Horse and/or body.

Publicly Disclosed: To disseminate or distribute information to the general public.

Resolution: A formal expression of opinion, will, or intention voted by the relevant body such as FEI Tribunal.

Respondent: The Party against whom a Claim or Appeal is brought.

Settlement Agreement: Legally binding contract between two or more Parties who are in dispute or disciplinary proceedings.

Suspension: Has the meaning set out in the FEI General Regulations.

Appendix II - FEI Guidelines for fines and contributions towards legal costs

Introduction

These FEI Guidelines for Fines and Contributions Towards Legal Costs ("Guidelines") have been prepared with the aim of informing Persons Responsible, National Federations, Athletes, Persons, and any stakeholders of the types and ranges of fines and contributions to legal costs that may be imposed for each rule violation based on the categories below, and to provide the FEI Tribunal with assistance in the imposition of consistent and efficient fines and contributions to legal costs.

Fines and Legal Cost Range is a Guideline Only

The fines and contribution to legal cost types and ranges below are simple guidelines and are not mandatory. These Guidelines are intended to provide a basis upon which discretion can be exercised consistently in similar circumstances but are not binding on the FEI Tribunal. Depending on the facts and circumstances of each case, the FEI Tribunal may determine that no purpose is served by imposing fines and contributions to legal costs within the range provided in these Guidelines. In some cases, fines and contributions to legal costs below the stated range, or no fines and contributions to legal costs at all, may be warranted. Conversely, the FEI Tribunal may determine that the facts and circumstances of a specific case may call for the imposition of fines and contributions to legal costs above or otherwise outside of a stated range. Examples include, but not are limited to, prior rule violations, egregious misconduct, the need for increased deterrence, or certain policy considerations.

FEI Tribunal Discretion

The FEI Tribunal must always exercise judgment and discretion and consider appropriate aggravating and mitigating factors in determining appropriate fines and contributions to legal costs in every case. In addition, regardless of whether the fines and contributions to legal costs are within or outside of the range stated in the Guidelines, the FEI Tribunal must explain the basis for the fines and contributions to legal costs imposed.

Application for exceptional circumstances/facts to lower a fine and/or the contribution towards legal costs

A Person, Athlete, Person Responsible and/or an additional Person Responsible may make an application to the FEI Tribunal and explain any exceptional circumstances/facts and reasons as to why the fine and/or contribution to legal costs to be imposed, if any, should be lower than the "standard" fine and/or contribution to legal costs. For example, if the Person Responsible competes at lower levels only (such as 1* and 2* competitions) and/or has "low" revenues/income.

Factors to take into consideration by the FEI Tribunal

The FEI Tribunal shall also take into consideration the following non-exhaustive list of factors when assessing the level of the fines and contributions to legal costs: The complexity of the case, whether outside counsels were involved, any extra work on procedural grounds (delaying the process), whether there was an in-person hearing, whether expert statements / witnesses were needed, the prohibited substance(s) at stake (if any) etc.

Categories of Rule Violations

A violation of the FEI Equine Anti-Doping and Controlled Medication Regulations ("EADCMRs") in connection with a test in a given Competition automatically leads to the Disqualification of the result of the Person Responsible and Horse combination obtained in that Competition with

all resulting Consequences, including forfeiture of any related medals, points and prizes. Where applicable, consequences to teams are detailed in Article 11 of the EADCMRs. Even if a Sanction is reduced or eliminated under Article 10 of the EADCMRs, such reduction or elimination shall under no circumstances reverse the automatic Disqualification of Individual Results mandated by Article 9 of the EADCMRs.

Please see also Articles 10.1 of the EADCMRs (Disqualification of Results in the Event during which an EAD/ ECM Rule Violation Occurs).

Violations of the EADCMRs may also result in the imposition of a period of Ineligibility on the Person Responsible in accordance with Articles 10.2 and 10.3 of the EADCMRs.

Categories of fines and contribution to legal costs in the Sections I and II below are based on the EADCM Rules, Articles 10.2: "A fine of up to CHF 15,000 and appropriate legal costs shall also be imposed."

I. GUIDELINES FOR CONTROLLED MEDICATION CASES

(i.) FINES:

1. First time violation:

- | | | |
|----|--|--------------------------|
| a. | With an elimination of the Ineligibility period based on No Fault/Negligence: | CHF 0 |
| b. | With a reduction of the Ineligibility period based on No Significant Fault/Negligence: | CHF 1'000 – 3'000 |
| c. | Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 2'500 |
| d. | Without any reduction of the Ineligibility period: | CHF 3'000 – 5'000 |

2. Multiple Violations : **CHF 3'000 – 10'000**

3. Aggravating Circumstances: **CHF 5'000 – 10'000**

4. Specified Substances cases: **CHF 0 – 1'500**

(ii.) CONTRIBUTIONS TOWARDS LEGAL COSTS¹:

- | | | |
|----|--|--|
| 1. | If the PR can demonstrate No Fault/No Negligence (thus, eliminating any Ineligibility period): | Each party shall bear its own costs |
| 2. | With a reduction of the Ineligibility period - No Significant Fault/Negligence: | CHF 0 – 1'500 |
| 3. | Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 0 |
| 4. | Without any reduction of the Ineligibility period: | CHF 1'000 - 10'000 |
| 5. | If a case is dropped (i.e. because the correct procedure was not followed): FEI to pay between | CHF 1'500 – 10'000 |

¹ For the avoidance of any doubt, it does not apply to Atypical Findings where each party shall bear its own cost

II. GUIDELINES FOR BANNED SUBSTANCE CASES

A. For all EAD Violations, except Out-Of-Competition Testing

(i.) FINES:

1. First time violation:

- | | |
|---|---------------------------------------|
| a. With an elimination of the Ineligibility period based on No Fault/Negligence: | CHF 0 |
| b. With a reduction of the Ineligibility period based on No Significant Fault/Negligence: | CHF 3'000 – 7'500 |
| c. Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 5'000 |
| d. Without any reduction of the Ineligibility period: | CHF 7'500 - 15'000² |
| 2. Multiple Violations: | CHF 10'000 – 15'000* |
| 3. Aggravating Circumstances: | CHF 10'000 - 15'000* |
| 4. Specified Substances cases: | CHF 0 – 1'500 |

(ii.) CONTRIBUTIONS TOWARDS LEGAL COSTS³:

- | | |
|--|------------------------------|
| 1. If the PR can demonstrate No Fault/No Negligence (thus eliminating any Ineligibility period):
its own costs | Each party shall bear |
| 2. With a reduction of the Ineligibility period - No Significant Fault/Negligence: | CHF 1'500 – 5'000 |
| 3. Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 0 |
| 4. Without any reduction of the Ineligibility period: | CHF 2'000 - 15'000 |
| 5. If a case is dropped (i.e. because the correct procedure was not followed): Contribution <u>from the FEI</u> | CHF 3'000 – 15'000 |

B. In connection with an Out-Of-Competition Positive Test

(i.) FINES:

For all Disciplines, the following Consequences apply:

- | | |
|---------------------------------------|---------------------------|
| 1. First time violation: | CHF 5'000 |
| 2. Multiple Violations : | CHF 5'000 – 15'000 |
| 3. Aggravating Circumstances: | CHF 5'000 - 15'000 |
| 4. Specified Substances cases: | CHF 0 – 1'500 |

² Note: The Fine may be up to CHF 25'000 for a violation of Article 2.7 of the EADCMRs

³ For the avoidance of any doubt, it does not apply to Atypical Findings where each party shall bear its own cost

(ii.) COSTS:

Costs of **CHF 1'000**. However, if a B Sample analysis is requested, the costs shall be increased to CHF 2,000.

In addition to the above, for the Registered Trainer in Endurance; or in the event that a Person admits that an EAD Rule violation has taken place; or there is evidence that a violation of these EAD Rules is highly likely to have been committed by the respective Person, the following apply:

a. First time violation:

- | | |
|---|-----------------------------|
| e. With an elimination of the Ineligibility period based on No Fault/Negligence: | CHF 0 |
| f. With a reduction of the Ineligibility period based on No Significant Fault/Negligence: | CHF 3'000 – 7'500 |
| g. Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 5'000 |
| h. Without any reduction of the Ineligibility period: | CHF 7'500 - 15'000 |
| 5. Multiple Violations : | CHF 10'000 – 15'000* |
| 6. Aggravating Circumstances: | CHF 10'000 - 15'000* |
| 7. Specified Substances cases: | CHF 0 – 1'500 |

1. CONTRIBUTIONS TOWARDS LEGAL COSTS⁴:

- | | |
|--|--|
| 6. If the PR can demonstrate No Fault/No Negligence (thus eliminating any Ineligibility period): | Each party shall bear its own costs |
| 7. With a reduction of the Ineligibility period - No Significant Fault/Negligence: | CHF 1'500 – 5'000 |
| 8. Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 0 |
| 9. Without any reduction of the Ineligibility period: | CHF 2'000 - 15'000 |
| 10. If a case is dropped (i.e. because the correct procedure was not followed): Contribution <u>from the FEI</u> | CHF 3'000 – 15'000 |

⁴ For the avoidance of any doubt, it does not apply to Atypical Findings where each party shall bear its own cost

Categories of Rule Violations

A violation of the FEI Anti-Doping Rules for Human Athletes ("ADRHA") in connection with a test in a given Competition automatically leads to the Disqualification of the result(s) obtained in that Competition with all resulting Consequences, including forfeiture of any related medals, points and prizes. Where applicable, consequences to teams are detailed in Article 11 of the ADRHA. Even if a Sanction is reduced or eliminated under Article 10 of the ADRHA, such reduction or elimination shall under no circumstances reverse the automatic Disqualification of Individual Results mandated by Article 9 of the ADRHA.

Please see also Articles 10.1 of the ADRHA (Disqualification of Results in the Event during which an Anti-Doping Rule Violation Occurs).

Violations of the ADRHA may also result in the imposition of a period of Ineligibility on the Athlete in accordance with Articles 10.2 and 10.3 of the EADCMRs.

Categories of fines and contribution to legal costs in the Sections III below are based on the ADRHA, Articles 10.12:

"Where an Athlete or other Person commits an anti-doping rule violation, the FEI Tribunal may, in its discretion and subject to the principle of proportionality, elect to (a) have the FEI recover from the Athlete or other Person costs associated with the anti-doping rule violation and/or (b) fine the Athlete or other Person in an amount up to 15'000 Swiss Francs, and in accordance with the FEI Guidelines for Fines and Contributions towards Legal Costs."

III. GUIDELINES FOR HUMAN DOPING CASES

(i.) FINES:

1. First time violation:

- | | | |
|----|--|---------------------------|
| a. | With an elimination of the Ineligibility period based on No Fault/Negligence: | CHF 0 |
| b. | With a reduction of the Ineligibility period based on No Significant Fault/Negligence: | CHF 3'000 – 7'500 |
| c. | Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 5'000 |
| d. | Without any reduction of the Ineligibility period: | CHF 7'500 - 15'000 |

2. Multiple Violations :

CHF 10'000 – 15'000

3. Aggravating Circumstances:

CHF 10'000 - 15'000

(ii.) CONTRIBUTIONS TOWARDS LEGAL COSTS⁵:

- | | | |
|----|--|--|
| 1. | If the Athlete can demonstrate No Fault/No Negligence (thus eliminating any Ineligibility period): | Each party shall bear its own costs |
| 2. | With a reduction of the Ineligibility period - No Significant Fault/Negligence: | CHF 1'500 – 5'000 |
| 3. | Early Admission and Acceptance of Sanction (art. 10.8.1) | CHF 0 |

⁵ For the avoidance of any doubt, it does not apply to Atypical Findings where each party shall bear its own cost

4. Without any reduction of the Ineligibility period: **CHF 2'000 – 15'000**
5. If a case is dropped (i.e. because the correct procedure was not followed): Contribution from the FEI **CHF 3'000 – 15'000**

IV. FOR NON-DOPING CASES (I.E. DISCIPLINARY, CLAIMS, APPEALS):

(i.) FINES:

As set out in the FEI General Regulations and/or relevant Sport Rules.

(ii.) CONTRIBUTIONS TOWARDS LEGAL COSTS:

1. If the FEI Tribunal decides that the person in question does not deserve any sanction or if the person's appeal or claim is upheld (such as due to lack of jurisdiction of the FEI, insufficient evidence, original FEI Decision was invalid, etc):

Contribution from the FEI to the person: **CHF 0 – 15'000**

2. If the person is sanctioned by the FEI Tribunal: **CHF 1'500 – 15'000**

Appendix III - FEI Guidelines for the hearing of vulnerable witnesses and testifying parties in FEI Proceedings

A. General

1. The present Guidelines have been issued by the FEI Tribunal in order to recommend best practices for the protection of vulnerable witnesses and Parties in FEI Tribunal proceedings, more specifically in relation to FEI Tribunal Hearings.
2. Hearing Panels regularly hear witness testimony in cases before them. In a minority of cases, a witness giving testimony may be vulnerable. In such cases, special procedural safeguards are necessary so that vulnerable witnesses can deliver testimony in a safe manner, and to incentivise reluctant vulnerable witnesses to testify.
3. A witness or testifying Party should be considered as vulnerable in the meaning of the present Guidelines when testifying may risk (re)traumatising the witness, present a threat to personal safety of the witness (and possibly others) or create significant risk to reputation or of retribution. Minors and witnesses with a mental disability will also generally qualify as vulnerable witnesses. Hearing Panels should have broad discretion to tailor procedural safeguards to the vulnerability of such a witness.
4. For the purpose of these Guidelines, a reference to a vulnerable witness includes a vulnerable testifying Party.
5. Each Hearing Panel is encouraged to take the present Guidelines into account when it faces a situation involving vulnerable witnesses, bearing in mind its duty to comply with the Parties' right to a fair trial, including to be heard and to benefit from equal treatment.
6. These Guidelines are recommendations with respect to the implementation of Articles 31-34 and Articles 47-50 (Hearings), as well as Article 40.3, 41.4, 48.5, and 52.4 (publication) of the Internal Regulations of the FEI Tribunal when there is a vulnerable witness but shall not prevail over the Internal Regulations of the FEI Tribunal. These Guidelines do not constitute mandatory procedural rules and cannot be used by Parties seeking to challenge the application or non-application of these Guidelines by any Hearing Panel.

B. Measures prior to the hearing of vulnerable witnesses

8. When appropriate, Hearing Panels should proactively notify Parties and witnesses of procedural accommodations available during the proceedings to safeguard a vulnerable witness, so that the Parties may seek appropriate protections for them.
9. Procedural accommodations may either be requested by a Party on behalf of their witness(es) or adopted by a Hearing Panel in its discretion. A Party should request procedural accommodations in their written submissions or at any reasonable time prior to the Hearing. In either case, the other Party or Parties should have the opportunity to respond within the time period set by the Hearing Panel. Hearing Panels also have discretion to adopt necessary measures on their own initiative, in the event that (i) a Party is not fully aware of its right to make the request, and/or (ii) certain procedural accommodations would be appropriate but were either not requested by a Party or different than those that were so requested. In all such cases, the Hearing Panel shall discuss these measures and their implementation in advance with the Parties and possibly during a case management meeting.
10. Likewise, the FEI Tribunal should provide the other Party or Parties with information about available safeguards to protect the Parties' right to a fair trial, as stated at Article 15 below.

11. The FEI Tribunal and/or the FEI may inform, through Parties' counsel or directly, vulnerable witnesses prior to testifying that their identity might be disclosed (directly or indirectly) to the public, including in the final Decision.

C. Hearing of vulnerable witnesses

12. FEI Tribunal Hearings involving vulnerable witnesses should generally be held in private, as permitted by Article 6 of the European Convention on Human Rights, and subject to exceptions provided by Articles 32.1 and 48.1 of the Internal Regulations of the FEI Tribunal.
13. Hearing Panels can order one or more of the following measures, and/or other measures as appropriate under the circumstances of the case:
 - i. To permit remote or other means of providing testimony such that the witness may avoid direct contact with the adverse Party;
 - ii. To permit a witness to testify anonymously, as described at Articles 14 and 15 below;
 - iii. To require advance review and approval by the Hearing Panel of questions for cross-examination (to prevent identification of witnesses and/or to avoid (re)traumatizing them);
 - iv. To exercise a degree of control over the manner of questioning to avoid (re)traumatizing alleged victims of abuse, particularly with respect to highly sensitive and traumatic questions during cross-examination; and
 - v. To permit Hearing Panels, rather than the adverse Party, to ask certain questions to the witness, to accommodate the witness' vulnerability.
14. Hearing Panels may allow anonymous witness testimony involving vulnerable witnesses, where appropriate. When determining whether anonymous testimony is appropriate in a particular instance, Hearing Panels should balance the need to protect vulnerable witnesses with the rights of the Parties, including the right to a fair trial. In particular, such a witness should justify their request for anonymity as to the adverse Party, by sufficient proof that disclosure of the witness' identity would create a serious potential threat to the personal safety of the witness (or their relative(s)).
15. If a Hearing Panel approves the use of anonymous witness testimony, the FEI Clerk has the responsibility to arrange that: (i) the identity of such witness can be officially verified; (ii) if the witness is attending the Hearing in person, such witness is located in a safe place; and (iii) such witness' voice and face cannot be recognized (including by utilizing encrypted communication, voice distortion, face mask, etc.). Furthermore, the Hearing Panel may request the advance review and approval of the questions for cross-examination to ensure that no questions would, directly or indirectly, identify such witness. If there is an in-person Hearing, the transportation of such witness to the hearing location should also guarantee anonymity.
16. To the extent possible, it is recommended that a vulnerable witness be permitted to examine prior statements or existing relevant evidence, where available, to refresh their recollection before testifying.

D. Publication

17. Once proceedings are complete, the FEI may prevent the disclosure of sensitive

information, such as the identity of vulnerable witnesses, in public records.

18. If the Decision is published, the Hearing Panel has authority to redact sensitive information in the Decision, at its discretion, prior to publication of the Decision. In any event, prior to any publication of the Decision, a Party may request, whether on its own initiative or following a request from a vulnerable witness, that the Hearing Panel anonymise the identity of such witness in the Decision (the Anonymisation Request). In the event that the other Party or Parties object to the Anonymisation Request, the Hearing Panel has authority to decide on the Anonymisation Request.

E. Application

19. These Guidelines are public. They reflect a continuing commitment to protect the privacy, confidentiality, and physical and mental well-being of vulnerable witnesses appearing before the FEI Tribunal.