



## **DECISION of the FEI TRIBUNAL**

**dated 18 October 2017**

**Controlled Medication Case No.:** 2017/CM13

**Horse:** ALPHA VDL

**FEI Passport No:** 103HS50/USA

**Person Responsible/NF/ID:** Britt Wiefferink/NED/10108870

**Event/ID:** CSI2\* - Wierden (NED)/2017\_CI\_0319\_S\_S\_01

**Date:** 31 May to 3 June 2017

**Prohibited Substances:** Flunixin, Butylscopolamine

### **I. COMPOSITION OF PANEL**

Mr. Erik Elstad, one member panel

### **II. DESCRIPTION OF THE CASE FROM THE LEGAL VIEWPOINT**

#### **1. Articles of the Statutes/Regulations which are applicable:**

Statutes 23<sup>rd</sup> edition, effective 29 April 2015 ("**Statutes**"), Arts. 1.4, 38 and 39.

General Regulations, 23<sup>rd</sup> edition, 1 January 2009, updates effective 1 January 2017, Arts. 118, 143.1, 161, 168 and 169 ("**GRs**").

Internal Regulations of the FEI Tribunal, 2<sup>nd</sup> edition, 1 January 2012 ("**IRs**").

FEI Equine Anti-Doping and Controlled Medication Regulations ("**EADCMRs**"), 2<sup>nd</sup> edition, effective 1 January 2016.

FEI Controlled Medication Regulations ("**ECM Rules**"), 2<sup>nd</sup> edition, effective 1 January 2016.



Veterinary Regulations (“**VRs**”), 13<sup>th</sup> edition 2015, effective 1 January 2017, Art. 1055 and seq.

FEI Code of Conduct for the Welfare of the Horse.

**2. Person Responsible:** Ms. Britt Wiefferink

**3. Justification for sanction:**

**GRs Art. 143.1:** “Medication Control and Anti-Doping provisions are stated in the Anti-Doping Rules for Human Athletes (ADRHA), in conjunction with the World Anti-Doping Code, and in the Equine Anti-Doping and Controlled Medication Regulations (EADCM Regulations).”

**GRs Art. 118.3:** “The Person Responsible shall be the Athlete who rides, vaults or drives the Horse during an Event, but the Owner and other Support Personnel including but not limited to grooms and veterinarians may be regarded as additional Persons Responsible if they are present at the Event or have made a relevant Decision about the Horse. In vaulting, the lunger shall be an additional Person Responsible.”

**ECM Rules Art. 2.1.1:** “It is each Person Responsible’s personal duty to ensure that no Controlled Medication Substance is present in the Horse body during an Event without a valid Veterinary Form. Persons Responsible are responsible for any Controlled Medication Substance found to be present in their Horse’s Samples, even though their Support Personnel will be considered additionally responsible under Articles 2.2 – 2.5 ECM Rules where the circumstances so warrant. It is not necessary that intent, Fault, negligence or knowing Use be demonstrated in order to establish a Rule violation under Article 2.1.”

**ECM Rules Art. 7.6.1:** “In cases where the Administrative Procedure, as set out in Article 8.3 below, is not available, at any time during the results management process the *Person Responsible* and/or member of the *Support Personnel* and/or *Owner* against whom an anti-doping rule violation is asserted may admit that violation at any time, waive a hearing and may agree with the FEI on the Consequences that are mandated by these ECM Rules or (where some discretion as to Consequences exists under these ECM Rules) that have been offered by the FEI. The agreement shall be submitted to the FEI Tribunal for approval and, where approved by the *FEI Tribunal*, the final agreement shall state the full reasons for any period of Ineligibility agreed, including (if applicable), a justification for why the flexibility



in Sanction was applied. Such agreement shall be considered as a decision for the case and will be reported to the parties with a right to appeal under 12.2.2 and published as provided in Article 13.3.”

### **III. DECISION**

#### **1. Parties**

- 1.1 The Person Responsible (“**PR**”), Ms. Britt Wiefferink, is a show jumping rider for the Netherlands.
- 1.2 The Fédération Equestre Internationale (the “**FEI**” and together with the PR, the “**Parties**”), is the sole IOC recognised international federation for equestrian sport. The FEI is the governing body of the FEI equestrian disciplines (Dressage, Jumping, Eventing, Driving, Endurance, Vaulting, Reining, Para-Equestrian).

#### **2. Further proceedings**

On 13 October 2017, the FEI informed the Tribunal that the Parties had reached an agreement in the context of the case 2017/CM13 ALPHA VDL and submitted the Agreement (together with the Case Summary and the Full Reasoning for the Agreement to the Tribunal for approval and incorporation into a Decision of the Tribunal in accordance with Article 7.6.1 of the EADCMRs.

*I – Case Summary (as provided to the Tribunal by the Parties as part of the Agreement referred to Article 3 below)*

- “3.1 The PR took part with his horse ALPHA VDL (the “Horse”) at the CSI2\* Event held in Wierden, the Netherlands from 31 May – 3 June 2017 (the “Event”). As a member of the Royal Dutch Equestrian Federation (the “NED NF”), the latter being a member of the FEI, the PR was bound by the ECM Rules.
- 3.2 The Horse was selected for testing on 2 June 2017. The resulting samples were transported to the FEI approved LGC Newmarket Road Laboratory (“LGC”) in Cambridgeshire, UK for analysis.
- 3.3 By notification letter dated 7 August 2017 the FEI informed Ms. Britt Wiefferink, in her capacity as the Person Responsible, and the NED NF of an alleged violation by Ms. Britt Wiefferink, of Article 2.1 (*The Presence of a Controlled Medication Substance or its Metabolites or*



*Markers in a Horse's Sample*) of the ECM Rules and that, in accordance with Article 7.4.1 of the ECM Rules, the PR was provisionally suspended from the date of notification.

- 3.4 *Flunixin* is a non-steroidal anti-inflammatory drug with anti-inflammatory and analgesic effects and *Butylscopolamine* is an anticholinergic used to treat spasms of the digestive tract, both classified as Controlled Medication Substances under the Equine Prohibited Substances List. A positive finding for Flunixin and Butylscopolamine constitutes a *prima facie* Equine Controlled Medication Rule violation.
- 3.5 Neither the PR nor the Owner of the Horse requested the B sample analysis to be carried out. According to Art. 7.1.4 (c) of the EADCM Regulations the right to promptly request the B sample analysis has been given and by failing such request the B sample analysis is deemed waived.
- 3.6 The PR submitted several statements through her legal counsel from 29 August 2016 to 28 September 2017.
- 3.7 In essence the PR submitted the following:
- The father of the PR Mr Wiefferink, explains that they have a stable near the house where he and his wife takes care of the horses. That his daughter just turned 18 and now is at university. He and his wife has the daily care for the horses. If there is an issue he is in charge of calling the vet.
  - On this occasion he called his normal veterinarian Dr Zanderink, who is a very good vet he always uses and Mr Wiefferink trusts her judgment. He saw that Dr. Zanderink injected a substance and assumed it was medication against the colic and pain. He further assumed that this kind of medication was commonly given to horses who deal with this kind of problems and he was happy to see that the horse was doing much better the next day.
  - Because he did not want to worry his daughter, he did not tell her about the health issues of Alpha VDL the evening before and he had no idea that this would impact the competition. To be honest, he was so stressed by the colic incident that he was not thinking at all about the upcoming competition. Otherwise, he would have informed the vet to issue the certificate. He would like to express that his daughter did not know anything about the health issues of the horse. Nor did she know that Dr. Zanderink visited our stable and injected medication.

- Due to the fact that the horse urgently needed help from a vet, he did not think about the possible consequences for my daughter and her taking part in the competition in Wierden later that week. It was not his intention to influence the results of the competition in favor of his daughter, since he just wanted to help the horse and release it from its pain. He was further never aware of the possibility that the medication would lead to a violation of the FEI rules.
- The PR confirms that she had no idea about the treatment given to the Horse, nor that it had been sick. If she would had known that the Horse was given medication on 29 May 2017, of course she would have informed the responsible vet at the competition in Wierden and/ or asked Dr. Zanderink to sign a Vet Form I and submitted this form to the responsible vet. However, because she did not know about the medication she simply could not inform the responsible vet or ask Dr. Zanderink to sign a Vet Form I. It was never my intention to act in violation with the FEI rules.
- The Veterinarian Dr. Zanderink got a call from Mr Wiefferink to come to his stables due to a colic horse on 29 May 2017. She examined the horse clinically and did a rectal exploration, and set up a treatment. The horse was suffering from a slight cramp colic. The colic did not seem very seriously, but the horse had pain, so the horse for sure had to be treated. She injected Meflosyl (Flunixin as active ingredient) and Buscopan Compositum (Butylscopolamine as active ingredient) intravenously. The horse felt better very soon. The Veterinarian was not aware the Horse was going to compete and she only meet with Mr Wiefferink, not the PR.

3.8 The FEI is of the opinion that based on the submissions made and the evidence provided, the PR has established how the substances entered the body of the Horse.”

*II – Full Reasoning for the Agreement (as provided to the Tribunal by the Parties as part of the Agreement referred to in Article 3 below)*

“4.1 According to Article 10.2 of the ECM Rules, the period of ineligibility imposed for the violation of Article 2.1 shall be six (6) months, subject to potential reduction or suspension pursuant to Articles 10.4, 10.5 or 10.6. A fine of up to CHF15,000 shall also be imposed and appropriate legal costs.

4.2 Article 10.4 of the ECM Rules states: “*If the Person Responsible and/or member of the Support Personnel (where applicable) establishes in an*



*individual case that he/she bears No Fault or Negligence for the ECM Rule violation, the otherwise applicable period of Ineligibility and other Sanctions (apart from Article 9) shall be eliminated in regard to such Person. When a Controlled Medication Substance and/or its Metabolites or Markers is detected in a Horse's Sample in violation of Article 2.1 (presence of a Controlled Medication Substance), the Person Responsible and/or member of the Support Personnel (where applicable) must also establish how the Controlled Medication Substance entered the Horse's system in order to have the period of Ineligibility and other Sanctions eliminated. In the event this Article is applied and the period of Ineligibility otherwise applicable is eliminated, the ECM Rule violation shall not be considered a violation for the limited purpose of determining the period of Ineligibility for Multiple Violations under Article 10.8 below".*

- 4.3 Based on the evidence and documentation supplied by the PR (as described in Section 3 above), the FEI has evaluated whether or not Article 10.4 ECM was applicable. The FEI has considered if the PR has established how the Controlled Medication Substances had entered the Horse's system. In this regard, the FEI finds that there is a plausible explanation as to how the Controlled Medication Substance entered the Horse's system based on the information that the Veterinarian treated the Horse for colic and injected the substances a few days before the Event. The FEI is thus satisfied that the requirement of establishing how the Prohibited Substances entered the Horse's system has been fulfilled.
- 4.4 The FEI has proceeded to evaluate the level of Fault and Negligence of the PR. No Fault or Negligence does not apply in cases where the administration of a Controlled Medication Substance is done by the PR's veterinary personnel or member of the Support Personnel without disclosure to the Person Responsible, in accordance with Article 10.4 (b) of the ECM Rules. The FEI is of the opinion that the PR is also responsible for any treatments given to her Horse by the veterinarian.
- 4.5 The FEI is however satisfied that the PR had demonstrated that she bore No Significant Fault or Negligence in accordance with Article 10.5 of the ECM Rules, based on the following: She had procedures in place in order to prevent positive findings, she really had no idea about the fact that the Horse was treated by the Veterinarian only with the knowledge of her father and he did not tell her about the whole colic situation in order not to worry her. Further, the PR is aware of the rules and the fact that she need to have a medication logbook and also that she need to have a Vet Form 1 to be signed off by the VD at the



competition in cases of emergency. Hence, the PR is well informed about the FEI rules and regulations.

- 4.6 The FEI is satisfied that the criteria for the application of Article 10.5 of the ECM Rules had been met in that (i) the PR has established how the Prohibited Substances came to enter the Horse's system, (ii) the PR has demonstrated that she bore No Significant Fault or Negligence and (iii) the circumstances of the case are exceptional and that, therefore, the otherwise applicable period of Ineligibility (i.e. six (6) months) should be reduced to two (2) months period of ineligibility for the PR, starting from the date of notification and provisional suspension of the PR, 7 August 2017.
- 4.7 In addition the Disqualification of the Horse's results at the Event in accordance with Article 9, 10.1.4 and 11 of the ECM Rules should apply.
- 4.8 Article 10.2 of the ECM Rules provides that a Person Responsible for an Articles 2.1 violation should also be fined up to CHF 15,000 'unless fairness dictates otherwise' and should be ordered to pay 'appropriate legal costs'. The FEI respectfully submits that fairness does not dictate that no fine be levied in this case, and duly requests that a fine of 1 500 CHF be imposed on each of the PR, and that the PR be ordered to pay the legal costs of 1 000 CHF that the FEI has incurred in pursuing this matter."

### **3. Agreement between Parties**

On 13 October 2017, the Parties reached the following Agreement, based on the facts as detailed above:

\*\*\* Quote\*\*\*

- 5.1 All capitalised terms used in this Agreement but not defined herein shall have the meaning ascribed to such term in the the FEI Equine Anti-Doping and Controlled Medication Rules ("EADCM Rules")
- 5.2 In the matter of the Adverse Analytical Finding related to the samples, which were collected from "), Ms. Britt Wiefferink's horse ALPHA VDL (the "Horse") at at the CSI2\* Event held in Wierden, the Netherlands from 31 May – 3 June 2017 (the "Event"), Ms. Britt Wiefferink (the "PR") and the Fédération Equestre Internationale (the "FEI" and together with the PR, the "Parties") agree, in accordance



with Article 7.6.1 (*Agreement between Parties*) of the ECM Rules, on the following:

- 1) The **Presence of the Controlled Medication Substance** in the Horse's sample constitutes a violation of Article 2.1 of the ECM Rules.
- 2) **Ineligibility Period:**  
The Parties agree that the prerequisites for Article 10.5 of the ECM Rules (*Reduction of the Period of Ineligibility based on No Significant Fault or Negligence*) are fulfilled in the case at hand and that the applicable period of Ineligibility shall be two (2) months, starting on the date of notification, 7 August 2017.
- 3) **Disqualification of Results:**  
In accordance with Articles 9 and 10.1.4 of the ECM Rules, all the results achieved by the PR with the Horse at the Event are disqualified, including forfeiture of medals, points and prizes.
- 4) **Full Settlement and Resolution:**  
This agreement resolves and settles all outstanding matters between the FEI and the PR, Ms. Britt Wiefferink, including the horse ALPHA VDL.  
Accordingly, any and all other claims for relief that any party might otherwise have made against another in relation to the subject-matter of these proceedings are released and discharged unconditionally, and they may not be pursued in any form hereafter.
- 5) **Fine and Legal Costs:**
  - (a) The PRs shall contribute with a fine of 1 500 CHF and the legal costs of 1 000 CHF.
  - (b) No further Sanctions than those mentioned in this agreement should apply to the PRs and Trainers in relation to the above mentioned cases.
  - (c) Each of the Parties shall bear their own legal costs.
- 6) **Right of Appeal:**  
This Agreement will constitute the decision for this case. Consequently it will be communicated to the Parties with a right of appeal in accordance with Article 12.2 of the ECM Rules.

\*\*\*End Quote\*\*\*



#### **4. Jurisdiction**

- 4.1 The Tribunal has jurisdiction over this matter pursuant to the Statutes, the GRs and the EADCMRs.
- 4.2 As a member of the NED NF, the latter being a member of the FEI, the PR was bound by the EADCMRs.
- 4.3 Further, Article 7.6.1 of the ECM Rules (Agreement between Parties) states that: *"In cases where the Administrative Procedure, as set out in Article 8.3 below, is not available, at any time during the results management process the Person Responsible and/or member of the Support Personnel and/or Owner against whom an anti-doping rule violation is asserted may admit that violation at any time, waive a hearing and may agree with the FEI on the Consequences that are mandated by these ECM Rules or (where some discretion as to Consequences exists under these ECM Rules) that have been offered by the FEI. The agreement shall be submitted to the FEI Tribunal for approval and, where approved by the FEI Tribunal, the final agreement shall state the full reasons for any period of Ineligibility agreed, including (if applicable), a justification for why the flexibility in Sanction was applied. Such agreement shall be considered as a decision for the case and will be reported to the parties with a right to appeal under 12.2.2 and published as provided in Article 13.3."*
- 4.4 As a result, the Tribunal finds that it has jurisdiction to issue this Decision.

#### **5. Approval of Agreement**

- 5.1 Having reviewed the Case Summary, the Full Reasoning for the Agreement and terms of the Agreement, the Tribunal finds no grounds to object to or disapprove the terms of the Agreement and is satisfied the Agreement constitutes a bona fide settlement of the present case.
- 5.2 In accordance with the mutual consent of the Parties, the Tribunal hereby directs the Parties to fully comply with all the terms of the Agreement as set forth in Article 3 above. Further, this Decision shall terminate the present case 2017/CM13 ALPHA VDL.

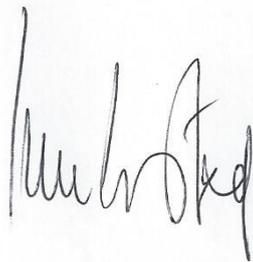
## **6. Decision**

- 1) The Tribunal rules that the Agreement executed by the FEI and the PR, Ms. Britt Wiefferink, concerning the case 2017/CM13 ALPHA VDL is hereby ratified by the Tribunal with the consent of the Parties and its terms are incorporated into this Decision.
- 2) This Decision is subject to appeal in accordance with Article 12.2 of the ECM Rules. An appeal against this Decision may be brought by lodging an appeal with the Court of Arbitration for Sport (CAS) within twenty-one (21) days of receipt hereof.
- 3) This Decision shall be published in accordance with Article 13.3 of the ECM Rules.

## **IV. DECISION TO BE FORWARDED TO:**

- a. The Person Responsible: Yes**
- b. The President of the NF of the Person Responsible: Yes**
- c. The Organising Committee of the Event through his NF: Yes**
- d. Any other: No**

**FOR THE PANEL**



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**Mr. Erik Elstad, one member panel**