



## **DECISION of the FEI TRIBUNAL**

**dated 20 June 2018**

**Positive Anti-Doping Case No.:** 2017/BS23

**Horse:** FINEST QUALITY V&K

**FEI Passport No:** 105DG03

**Person Responsible/NF/ID:** Emile Karim Fares/LBN/10005907

**Event/ID:** CSI3\* - Eindhoven (NED)/2017\_CI\_0384\_S\_S\_01

**Date:** 25 – 28 May 2017

**Prohibited Substance:** Demecolcine

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

Mr. Cesar Torrente, chair  
Mr. Henrik Arle, member  
Ms. Constance Popineau, member

### **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, and Internal Regulations of the FEI Tribunal, 3<sup>rd</sup> Edition, 2 March 2018 (Part I – 3.) ("**IRs**").

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

FEI Equine Anti-Doping Rules ("**EAD 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:** Mr. Emile Karim Fares.

**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."

**EAD Rules Art. 2.1.1:** "It is each *Person Responsible's* personal duty to ensure that no *Banned Substance* is present in the *Horse's* body. *Persons Responsible* are responsible for any *Banned Substance* found to be present in their *Horse's Samples*, even though their *Support Personnel* will be considered additionally responsible under Articles 2.2 – 2.8 below where the circumstances so warrant. It is not necessary that intent, fault, negligence or knowing *Use* be demonstrated in order to establish an *EAD Rule* violation under Article 2.1."

**EAD Rules Art. 7.6.1:** "At any time during the results management process the *Person Responsible* and/or member of the *Support Personnel* and/or *Owner* against whom an *EAD 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 *EAD Rules* or (where some discretion as to Consequences exists under these *EAD 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 Article 12.2.2 and published as provided in Article 13.3.”

#### **EADCMRs APPENDIX 1 – Definitions:**

“Fault. Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Person Responsible and/or member of the Support Personnel’s degree of Fault include, for example, the Person Responsible’s and/or member of the Support Personnel’s experience, whether the Person Responsible and/or member of the Support Personnel is a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Person Responsible and/or member of the Support Personnel and the level of care and investigation exercised by the Person Responsible and/or member of the Support Personnel in relation to what should have been the perceived level of risk. In assessing the Person Responsible’s and/or member of the Support Personnel’s degree of Fault, the circumstances considered must be specific and relevant to explain the Person Responsible’s and/or member of the Support Personnel’s departure from the expected standard of behaviour. Thus, for example, the fact that the Person Responsible would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Person Responsible only has a short time left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.5.1 or 10.5.2.”

“No Fault or Negligence. The Person Responsible and/or member of the Support Personnel establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had administered to the Horse, or the Horse’s system otherwise contained, a Banned or Controlled Medication Substance or he or she had Used on the Horse, a Banned or Controlled Medication Method or otherwise violated an EAD or ECM Rule. Except in the case of a Minor, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered his or her system.”

“No Significant Fault or Negligence. The Person Responsible and/or member of the Support Personnel establishing that his fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not

significant in relationship to the EADCM Regulation violation. Except in the case of a Minor, for any violation of Article 2.1 of the EAD Rules, the Athlete must also establish how the Prohibited Substance entered his or her system.”

### **III. DECISION**

#### **1. Parties**

- 1.1 The Person Responsible (“**PR**”), Mr. Emile Karim Fares, is a jumping rider for Lebanon.
- 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. Preliminary Decisions**

- 2.1 On 5 July 2017, the Preliminary Hearing Panel decided to lift the Provisional Suspension of the PR.
- 2.2 The Preliminary Hearing Panel took into consideration that, as confirmed by the FEI, the Prohibited Substance Demecolcine had been proposed to be reclassified as “Specified Substance” from 1 January 2018, based on the fact that the substance is known to be a contaminant of certain forage.
- 2.3 Furthermore, the Preliminary Hearing Panel took into consideration the fact that the FEI was requesting the lifting of the Provisional Suspension, the fact that the FEI ultimately recognises Colchicum Autumnale - autumn crocus - as a possible source of contamination in relation to Demecolcine and Colchicine findings, especially in case where traces of those substances appear together, as it is the case in the case at hand.

#### **3. Further proceedings**

On 8 June 2018, the FEI informed the Tribunal that the Parties had reached an agreement in the context of the case 2017/BS23 – FINEST QUALITY V&K and

submitted the Agreement (together with the Case Summary and the Full Reasoning for the Agreement, as well as the Annexes outlined throughout this Decision) to the Tribunal for approval and incorporation into a Decision of the Tribunal in accordance with Article 7.6.1 of the EAD Rules.

*I – Case Summary (as provided to the Tribunal by the Parties as part of the Agreement referred to Article 4 below)*

- "3.1 The PR took part with his horse FINEST QUALITY V&K (the "Horse") at CSI3\* in Eindhoven, in the Netherlands, from 25-28 May 2017 (the "Event"). As a member of the Lebanon Equestrian Federation (the "Lebanon NF"), the latter being a member of the FEI, the PR was bound by the EAD Rules.
- 3.2 The Horse was selected for testing on 26 May 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 5 July 2017, the FEI informed Mr Emile Karim Fares, in his capacity as the Person Responsible, and the Lebanon NF of an alleged violation by Mr Emile Karim Fares, of Article 2.1 (*The Presence of a Banned Substance or its Metabolites or Markers in a Horse's Sample*) of the EAD Rules and that, in accordance with Article 7.4.1 of the EAD Rules, a Provisional Suspension had been imposed on his following (i) the positive finding of the Banned Substance Demecolcine in the A Sample of the Horse.
- 3.4 *Demecolcine* is used for Rheumatic treatment and Chemotherapy, it improves Radiotherapy results, control Leukaemia and Gout and is classified as a Banned Substance under the FEI Equine Prohibited Substances List. A positive finding for Demecolcine in a Horse's Sample constitutes a *prima facie* Equine Anti-Doping Rule violation.
- 3.5 The PR was also informed that a Provisional Suspension of two (2) months, i.e. until 4 September 2017, had been imposed on the Horse.
- 3.6 In the Notification Letter of 5 July 2017, the PR was informed that he had the right to request that the Horse's B Sample be analysed. The PR did not request for the B Sample analysis. 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.
- 3.7 On 5 July 2017, the PR requested the lifting of the Provisional

Suspension of the PR with immediate effect, and he clarified that he did not request the lifting of the Provisional Suspension of the Horse, since he understood the rationale behind that rule. He requested the lifting of the Provisional Suspension in relation to the possible shorter suspension due to contamination and the fact that he never doped a horse. (Interpreted by the FEI as 7.4.4 (ii) ineligibility period that could apply in the case of this substance as being reclassified as Specified Substance and the fact of the likely contamination). In this respect, the PR explained that the Horse eat hay from the fields at home, but during events it would be fed hay bought from the various organisers.

- 3.8 On 5 July 2017, the FEI stated that considering the substance Demecolcine and the fact that this substance is suggested to become a Specified Substance (still remaining a Banned Substance) from 1 January 2018, the FEI did not oppose to the lifting of the Provisional Suspension of the PR. FEI argued that lately the FEI has notified four (4) cases of Demecolcine, of which in two (2) cases the Provisional Suspension of the PRs have already been lifted. Considering the particular substances Demecolcine and Colchicine, and the circumstances of their reclassification to Specified Substances as of 1 January 2018, the FEI sought consistency in those preliminary decisions and requested the lifting of the Provisional Suspension of the PR. Especially, since if this cases occurred next year (after 1 January 2018), the EADCMRs provision will state that there was no mandatory Provisional Suspension of the PR (Article 7.4.1-7.4.2 EAD Rules) and the FEI would most likely not provisionally suspend the PRs in the first place. The current FEI practice was not to provisionally suspend a PR, but only to provisionally suspend the horse in case of Specified Substances.
- 3.9 The Panel agreed to such lifting in a Preliminary Decision of 5 July 2017 (Annex 1). The Preliminary Hearing Panel took note that the Prohibited Substance Demecolcine would most likely be reclassified from a Banned Substance on the 2017 Prohibited List to a Specified Substance in 2018. Based on the arguments presented by and on behalf of the PR, the fact that the FEI does not object to the lifting of the Provisional Suspension, the Preliminary Hearing Panel takes note that the FEI ultimately recognises Colchicum Autumnale - autumn crocus - as a possible source of contamination in relation to Demecolcine and Colchicine findings, especially in case where traces of those substances appear together, as it was the case in the case at hand. The Preliminary Hearing Panel decides to lift the Provisional Suspension of the PR, in accordance with Article 7.4.4 (ii) of the EAD Rules.

- 3.10 Further, after the National Federations' ("NF") procedure to comment on proposed changes of the FEI Equine Prohibited List (the "List"), the NFs accepted the suggested changes and the FEI Bureau confirmed the proposed change to the List regarding Demecolcine on 5 September 2017. The new List has to be published at the latest three months before it enters into force, and was done so by the FEI on 27 September 2017 (Annex 2), and hence in force as of 1 January 2018.
- 3.11 The PR submitted several statements on 19 December 2017, which are summarised below:
- Statements by the PR explaining his situation. (Annex 3)
  - Statement by the Horse's veterinarian, Dr. Albert A van Uner. (Annex 4), also a FEI treating veterinarian, confirms that he is the treating veterinarian of the horses of the PR. Furthermore, that he had never treated the Horse except from vaccinations.
  - The PR's horses, including the Horse, had been fed with the hay provided by the organisers during the events. (Annex 5)
- 3.12 Demecolcine and Colchicine are both metabolites of the flower *Colchicum autumnale* - Autumn Crocus. Demecolcine is also an alkaloid being one of the active substances in the Autumn Crocus. Demecolcine is not a pharmaceutical, but in human medicine the substance is used for tumor therapy. There is no known use for Demecolcine in veterinary medicine. The alkaloids of the autumn crocus all are very toxic, wherefore it is unlikely that any horse would be treated with such a toxic substance. After further investigation and review of several scientific articles provided for in the four Preliminary Decisions with the same substance Demecolcine, it seems to be an occurring problem with contamination of Autumn Crocus in certain parts of Central Europe.
- 3.13 *"Colchicum autumnale (Colchicaceae) is a geophyte native to Central Europe. Its English name "autumn crocus" refers to its flowering time in autumn, whereas the leaves and capsules appear above the ground surface in the following April. The plant remains underground during the winter (November until March) and summer (July) dormancy periods. C. autumnale has to allocate and store photoassimilates during a short period from April to June, which have to support it for the rest of the year. It is able to reproduce generatively by seeds, and clonally by building an additional corm. Seed ripening takes place in June; therefore hay production facilitates the seed dispersal as the hay*

*is repeatedly turned over. The main toxic substances of C. autumnale are the alkaloids Colchicine and Colchicein, which inhibit cell division, act as a strong capillary toxin and paralyse peripheral nerve endings. All plant parts are toxic, the highest concentrations though can be found in the seeds and flowers. C. autumnale is declining at its geographical distribution limits in Belgium and Ireland but has recently reached critical population densities in parts of Austrian and German grasslands. Cases of intoxication of cattle and horses were reported from Austria, Germany and Switzerland. As the toxic components persist in hay and silage, the continuation of the management of these grasslands is endangered."*

*"High densities of Colchicum autumnale may endanger grassland management in Austria. As the toxic components persist in hay and silage, the continuation of the management of these grasslands, which are often characterised by a high biodiversity, is uncertain... Among farmers who sold hay, 48% considered it as problematic. The field survey showed that C. autumnale covers up to 73% of grasslands."*

- 3.14 Based on the submissions, the FEI therefore recognises the Colchicum Autumnale - Autumn Crocus as a possible source of contamination in relation to Demecolcine and Colchicine findings, especially in case where traces of those substances appear together. Hence, the most likely cause of the positive Demecolcine finding in this case is some sort of contamination of Autumn Crocus of the hay sold by the organisers. However, limited information was available from the organisers in relation to where and when the organisers had purchased the hay but only that it came from several different producers, hence further investigation of the hay was therefore not possible."

*II – Full Reasoning for the Agreement (as provided to the Tribunal by the Parties as part of the Agreement referred to in Article 4 below)*

- "4.1 Specified Substances are substances which are more likely to have been ingested by Horses for a purpose other than the enhancement of sport performance, for example, through a contaminated food substance. Demecolcine and Colchicine are now and as of 1 January 2018, both classified as Specified Substances.
- 4.2 Since the proceedings were opened against the PR, the Bureau has reclassified (based on the recommendation of the FEI List Group) Demecolcine and Colchicine as Specified Substance, with effect from 1 January 2018. The FEI is therefore satisfied that it would be appropriate to apply as a matter of fairness and further to the principle



of proportionality<sup>1</sup> the principle of “Lex Mitior” in accordance with Article 16.1.2 of the EAD Rules, in relation to the applicable sanction for Specified Substances.

- 4.3 According to Article 10.2 of the EAD Rules, the period of ineligibility imposed for the violation of Article 2.1 shall be, subject to potential reduction or suspension pursuant to Articles 10.4, 10.5 or 10.6, two years. A fine of up to CHF15,000 shall also be imposed and appropriate legal costs.
- 4.4 Article 10.4 of the EAD 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 EAD 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 Banned Substance and/or its Metabolites or Markers is detected in a Horse’s Sample in violation of Article 2.1 (presence of a Banned Substance), the Person Responsible and/or member of the Support Personnel (where applicable) must also establish how the Banned 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 EAD Rule violation shall not be considered a violation for the limited purpose of determining the period of Ineligibility for multiple violations under Article 10.6 below.”* Article 10.4 of the EAD Rules also states that it *“only applies in exceptional circumstances”*.
- 4.5 Based on the evidence and documentation supplied by the PR (as described in Section 3 above), and the scientific information in the Preliminary Decision, the FEI has evaluated whether or not Article 10.4 was applicable. The FEI has considered if the PR has established by a balance of probabilities, a plausible explanation of how the Banned Substance had entered the Horse’s system. In this regard, the FEI finds that there is a plausible explanation as to how the Banned Substance entered the Horse’s system based on the information that the Horse had been fed with hay from the organiser with a high likelihood of being contaminated feed. Firstly, since the presence of Demecolcine may be contamination of Autumn Crocus, which are commonly occurring in the Alp region. Secondly, this is supported by that there are several other cases from this region and some of the positive cases are even from the same event organiser. Further

---

<sup>1</sup> Further to the WADA Code, anti-doping rules based on the WADA Code are “intended to be applied in a manner which respects the principles of proportionality and human rights” (see Introduction to the WADA Code).

information from the laboratory confirms that all those samples also shows traces of Colchicine.

- 4.6 The FEI is therefore satisfied that contamination of Autumn Crocus in the feed at the Event site is the most likely plausible explanation for how the Prohibited Substance Demecolcine entered the Horse's system. The FEI is thus satisfied that the requirement of establishing by a balance of probabilities how the Prohibited Substance entered the Horse's system has been fulfilled.
- 4.7 The FEI has proceeded to evaluate the level of Fault and Negligence of the PR. The FEI is satisfied that the PR had demonstrated that he bore no Fault or Negligence since he had procedures in place in order to prevent positive findings, such as:
- The PR has a small operation, not more than 10-12 horses at home in private stable that he personally controls from A to Z.
  - The horses are all treated equally and with a lot of care since he is very meticulous and picky when it comes to their welfare.
  - He is in full control of the personnel, since he only has one home groom and one show groom.
  - The horses in the stable do not get anything in terms of medicines or supplements without the advice of veterinarians.
  - The PR does not give any medications himself.
  - The PR feed locally produced feed and the hay is cut from their own fields.
  - At competition he only uses his own material for feeding, from buckets for food and water (washed every end of the day) to feed measures.
  - All feed and supplements are stored securely, at competitions and at home.
- 4.8 The PR could therefore reasonably not have been expected to take any further measures which would have prevented the Prohibited Substances entering the Horse's system, neither could he have suspected that the feed given to his horses during the Event was contaminated with Autumn Crocus. Further he could not have been expected to test the hay sold by the organiser before giving it to his horse. The FEI is of the opinion that the circumstances of the PR are unfortunate and could not have been foreseen by him as a Person Responsible. Thus in this case, the only plausible explanation for the presence of the Prohibited Substances is such contamination of the feed given to the Horse at the Event. Therefore the FEI is satisfied that the PR bears No Fault or Negligence for the anti-doping rule violation.

- 4.9 The FEI accepts that the circumstances of the case were exceptional on the basis that the presence of the Banned and Controlled Substances in the Horse's Sample and particularly the presence of Demecolcine, are consistent with Autumn Crocus contamination. Further, there are other cases from 2017 some from the very same event organiser. Additionally in all those cases the PRs have purchased the hay from the organiser during the Events.
- 4.10 The FEI is satisfied that the criteria for the application of Article 10.4 of the EAD Rules had been met in that (i) the PR has established how the Banned Substances came to enter the Horse's system, (ii) the PR has demonstrated that he bore No Fault or Negligence and (iii) the circumstances of the case are exceptional and that, therefore, the otherwise applicable period of Ineligibility (i.e. two years) should be eliminated and that no other Sanctions (other than the Disqualification of the Horse's results at the Event in accordance with Article 9 and Article 10.1.4 and of the EAD Rules) should apply."

#### 4. Agreement between Parties

On 8 June 2018, 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 Rules ("EAD Rules")
- 5.2 In the matter of the Adverse Analytical Finding related to the samples, which were collected from "), Mr Emile Karim Fares's horse FINEST QUALITY V&K (the "Horse") at CSI3\* in Eindhoven, in the Netherlands, from 25-28 May 2017 (the "Event"), Mr Emile Karim Fares (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 EAD Rules, on the following:
- 1) The **Presence of the Banned Substance(s) in the Horse's sample** constitutes a violation of Article 2.1 of the EAD Rules.
  - 2) **Ineligibility Period:**  
The Parties agree that the prerequisites for Article 10.4 of the EAD



Rules (*Elimination of the Period of Ineligibility Where there is no Fault or Negligence*) are fulfilled in the case at hand and that the applicable period of Ineligibility shall be eliminated.

- 3) In accordance with Article 10.8.3 of the EAD Rules, this violation of the EAD Rules shall **not be considered a prior violation** for the purpose of Article 10.8 (*Multiple Violations*) of the EAD Rules.
- 4) **Provisional Suspension of the Horse:**  
The PR has not contested the Provisional Suspension imposed on the Horse and therefore accepts that it remained in place until 4 September 2017.
- 5) **Disqualification of Results:**  
In accordance with Articles 9 and 10.1.4 of the EAD Rules, all the results achieved by the PR with the Horse at the Event are disqualified, including forfeiture of medals, points and prizes.
- 6) **Full Settlement and Resolution:**  
This agreement resolves and settles all outstanding matters between the FEI and the PR, Mr Emile Karim Fares, including the horse FINEST QUALITY V&K.  
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.
- 7) **No Other Sanctions:**  
No fine shall be imposed on the PR. Each of the Parties shall bear their own legal costs.
- 8) **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 EAD Rules.
- 9) **Public Disclosure:**  
This agreement is subject to approval of the FEI Tribunal, who will issue a final decision in the case. All final decisions of the FEI Tribunal are published on the FEI website.

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

## 5. Jurisdiction

- 5.1 The Tribunal has jurisdiction over this matter pursuant to the Statutes, the GRs and the EAD Rules.
- 5.2 As a member of the Lebanon National Federation, the latter being a member of the FEI, the PR was bound by the EAD Rules.
- 5.3 Further, Article 7.6.1 of the EADCMRs allows for agreements between parties.
- 5.4 In addition, the Tribunal has taken note that since the proceedings were opened against the PR, Demecolcine has been reclassified as Specified Substance, with effect from 1 January 2018. In this regard the Tribunal agrees with the FEI that the *lex mitior* principle, in accordance with Article 16.1.2 of the EAD Rules, concerning the applicable sanction for Specified Substances shall apply in the case at hand.
- 5.5 As a result, the Tribunal finds that it has jurisdiction to issue this Decision.

## 6. Approval of Agreement

- 6.1 Having reviewed the Case Summary, the Full Reasoning for the Agreement and terms of the Agreement, the Tribunal has – among others – taken note that Demecolcine may be the result of contamination of Autumn Crocus. In this respect, the Tribunal has taken note of the confirmation by the laboratory that all those samples also show traces of Colchicine, which the Tribunal understands is next to Demecolcine a metabolite of the Autumn Crocus.
- 6.2 In taking into account the specific circumstances of the case at hand, the Tribunal finds that exceptional circumstances exist in the present case. Therefore, the Tribunal does not object to or disapprove the terms of the Agreement and is satisfied the Agreement constitutes a *bona fide* settlement of the present case.
- 6.3 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 4 above. Further, this Decision shall terminate the present case 2017/BS23 – FINEST QUALITY V&K.

## **7. Decision**

- 1) The Tribunal rules that the Agreement executed by the FEI and the PR, Mr. Emile Karim Fares, concerning the case 2017/BS23 FINEST QUALITY V&K 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 EAD 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 EAD 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**

A handwritten signature in blue ink, which appears to read 'Torrente', is centered on the page. The signature is written in a cursive, stylized script.

---

**THE CHAIRMAN, Mr. Cesar Torrente**