

**DECISION of the FEI TRIBUNAL**  
**dated 16 April 2020**

**Banned Substance Case No.:** 2018/BS25

**Horse:** SU RAI                      **FEI Passport No:** 105IR91/ITA

**Person Responsible/NF/ID:** Antonello MULAS/ITA/10115574

**Event/ID:** CEI2\* 120 – Follonica (ITA)/2018\_CI\_1229\_E\_S\_02\_01

**Date:** 16 – 18 November 2018

**Prohibited Substance(s):** Ergonovine

**I. COMPOSITION OF PANEL**

Ms. Diane Pitts, 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 2018, Arts. 118, 143.1, 161, 168 and 169 ("**GRs**").

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

FEI Equine Anti-Doping and Controlled Medication Regulations ("**EADCMRs**"), 2<sup>nd</sup> edition, effective 1 January 2018.

FEI Equine Anti-Doping Rules ("**EAD Rules**"), 2<sup>nd</sup> edition, effective 1 January 2018.

Veterinary Regulations ("**VRs**"), 14<sup>th</sup> edition 2018, effective 1 January 2018, Art. 1055 and seq.

FEI Code of Conduct for the Welfare of the Horse.

**2. Person Responsible:** Mr. Antonello Mulas.

### **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."

## **III. DECISION**

### **1. The Parties**

- 1.1 The Person Responsible ("PR") in accordance with Article 118.3 of the GRs, Mr. Antonello Mulas, is a rider for Italy.

- 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. Factual Background**

- 2.1 The PR competed with the horse SU RAI (the "**Horse**") at the CEI2\* 120 in Follonica, Italy, from 16 to 18 November 2018 (the "**Event**").
- 2.2 During the Event, in-competition samples (blood and urine) were collected from the Horse. Subsequent analysis of the sample revealed the presence of Ergonovine in the urine.
- 2.3 On 7 January 2019, the FEI notified the PR of an adverse analytical finding and an apparent violation of Article 2.1 of the EAD Rules.
- 2.4 On 28 January 2019, the FEI informed the PR of the B Sample results which confirmed the results of the A Sample, *i.e.*, the presence of the Prohibited Substance Ergonovine.

## **3. Further proceedings**

- 3.1 On 3 April 2020, the FEI informed the Tribunal that the Parties had reached an Agreement in the context of the Case 2018/BS25 SU RAI, and submitted the Agreement to the Tribunal for approval and incorporation into a Decision of the Tribunal in accordance with Article 7.6.1 of the EAD Rules.
- 3.2 On 9 April 2020, the FEI Tribunal Chair nominated a panel for the case at hand. Neither party objected to the constitution of the panel.

## **4. Agreement between Parties**

- 4.1 On 3 April 2020, the Parties reached the following Agreement:

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

In the matter of the Adverse Analytical Finding related to the samples, which were collected from the PR's horse SU RAI (the "Horse") at the CEI2\* 120 - Follonica (ITA) from 16-18 November 2018 (the "Event"), the PR, Mr. Antonello Mulas and the FEI agree in accordance with 7.6.1 EAD Rules on the following:

- (a) The PR admits the violation of Article 2.1 of the EAD Rules (*The*

*presence of a Banned Substance and/or its Metabolites or Markers in a Horse's Sample);*

- (b) The PR established on a balance of probabilities how the Ergonovine entered the Horse's system;
- (c) The PR bears no fault or negligence for the Rule Violation and therefore he shall not serve any period of ineligibility and the otherwise applicable period of Ineligibility (i.e. two years) shall be eliminated;
- (d) 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 8 (Multiple Violations) of the EAD Rules;
- (e) In accordance with EAD Rules Articles 9.1 and 10.1.2 the results achieved by the PR and the Horse at the Event are disqualified, with all resulting consequences, including forfeiture of any related medals, points and prizes;
- (f) The PR shall not incur any fines;
- (g) The PR accepts the 2 months provisional suspension of the Horse;
- (h) Each party will bear its own legal and other costs incurred in connection with these proceedings;
- (i) No other Sanctions (other than the Disqualification of the Horse's results at the Event in accordance with Articles, 9, 10.1.2 and 11 of the EAD Rules) will apply in this case.

The parties hereby kindly request that the FEI Tribunal issue a Decision incorporating the terms of this agreement.

The parties acknowledge and agree that, pursuant to Article 13.3 of the EAD Rules, the Decision will be made public by the FEI.

The terms set out in this agreement have been agreed as a full and final settlement of all claims relating to the subject-matter of these proceedings. 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.

This agreement is made in accordance with Article 7.6.1 of the EAD Rules and is subject to the approval of the FEI Tribunal. The Agreement will be included in a Final Decision of the FEI Tribunal. Consequently,

it will be communicated to the Parties with a right of appeal in accordance with Article 12.2 of the EAD Rules.

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

- 4.2 The Parties provided the following Case Summary and Reasons as part of the Agreement between Parties:

### **CASE SUMMARY**

"Mr. Antonello MULAS (FEI ID 10115574), the Person Responsible ("PR") in accordance with Article 118.3 of the FEI General Regulations, is an endurance rider from Italy.

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 Dressage and Para Driving).

The PR participated with the horse SU RAI (FEI ID: 105IR91) (the "Horse") at the CEI2\* 120 - Follonica (ITA) from 16-18 November 2018 (the "Event"). As a member of the Italian Equestrian Federation (the "ITA NF"), the latter being a member of the FEI, the PR was bound by the EADCM Regulations.

The Horse was selected for testing on 17 November 2018. Blood and urine samples were collected from the Horse and sent to the FEI approved LGC Newmarket Road Laboratory ("LGC") in Cambridgeshire, UK for analysis.

Analysis of the urine sample revealed the presence of Ergonovine, a vasoconstrictor which prevents haemorrhage. Ergonovine, is a Banned Substance under the 2019 FEI Equine Prohibited Substances List. Ergonovine, remaining a Banned Substance is also designated as a "Specified Substance".

The approximate concentration of Ergonovine in the Sample was in the range of 30-51 ng/ml.

By notification letter dated 7 January 2019, the FEI informed the PR, in his capacity as the Person Responsible, and the ITA NF of a violation of Article 2.1 (*The Presence of a Banned Substance and/or its Metabolites or Markers in a Horse's Sample*) of the FEI Equine Anti-Doping Rules (the "EADRs") based on the Laboratory's adverse analytical finding of Ergonovine in the Horse's Sample collected at the Event. (Exhibit 1-2)

On the same day, a Provisional Suspension of two months was imposed on the Horse until 6 March 2019.

The PR was not provisionally suspended, since the Prohibited Substance in question is designated as a Specified Substance.

In the notification letter of 7 January 2019, the PR was informed of his right to request the Horse's B Sample to be analysed. The PR did request the B Sample to be analysed, which confirmed the results of the A Sample, namely the positive finding of Ergonovine. (Exhibit 3)

## **THE FULL REASONING OF THE CASE**

### **2A. Science of Ergonovine**

The Sclerotia, are alkaloids with hallucinogenic effects and highly toxic. The main Sclerotia are Ergonovine, Ergotonine, Ergocristine and Ergocornine. Ergonovine or Ergometrine is an alkaloid found naturally in plants and seeds infected with the fungus *Claviceps Purpurea* also known as Ergot.<sup>1</sup>

Ergot or ergot fungi refers to a group of fungi of the genus *Claviceps*. The most prominent member of this group is *Claviceps Purpurea* ("rye ergot fungus"). This fungus grows on rye and related plants, and produces alkaloids that can cause ergotism in humans and other mammals who consume grains contaminated with its fruiting structure (called ergot sclerotium).

Ergotism is the effect of long-term ergot poisoning, traditionally due to the ingestion of the alkaloids produced by the *Claviceps purpurea* fungus—from the Latin noun *clava* meaning club, and the suffix *-ceps* meaning head, i.e. the purple club-headed fungus—that infects rye and other cereals, and more recently by the action of a number of ergoline-based drugs. It is also known as ergototoxicosis, ergot poisoning, and Saint Anthony's Fire.

Ergot intoxication is a long-standing illness in bovine, ovine, caprine, equine, porcine species, birds and carnivores as well as in humans.

*Claviceps purpurea* attacks over 400 species of cultivated and spontaneous graminaceous plants and especially rye, wheat, barley and oats.

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<sup>1</sup> General available information from Wikipedia on para 2.1-2.4.

Ergonovine as a medication and a drug, exists in certain countries, but in many countries such substance for therapeutic use was unregistered already in the 1950s.<sup>2</sup>

The FEI recognises the nature of Ergonovine and its connection with *Claviceps purpurea* especially in certain cultivated plant species.

Based on the science the FEI concludes that if there is a presence of *Claviceps Purpurea* in the feed that a horse has ingested, there is a high likelihood of Ergonovine/Ergometrine findings in the horse.

## **2B. How the substance entered the body of the Horse**

The PR has provided the following facts of the case (Exhibit 4-5):

After the positive finding of Ergonovine in the Horse the PR performed a thorough investigation of the whole farm and hired an agricultural expert and agronomist, Dr. Giovanni Bazzanti, to do such investigation.

Dr. Giovanni Bazzanti, carried out investigations and analysis on the hay, paddocks, types of wild herbs in the paddocks and grazing areas, and took photographs of all evidences found. (Exhibit 4)

The farm has an extensive area of 250 ha for the production of cereals and fodder used for the feeding of farmed livestock, milk ivy, pigs and horses. They have in fact become almost self-sufficient, and only partially purchase cereal and animals feed from the local market.

Due to the increased presence of *Claviceps Purpurea* in cereal-forage areas such as Val d'Orcia, where the farm is situated, the expert turned his attention to the composition of the meadows and ingredients of the past feedings of the Horse.

The Horse feeding is based as follows:

- The horses usually grazes in the area close to the stables with degraded land, with normal flower composition. For many years, this area is not affected by any type of agronomic intervention.
- Hay produced on the farm, with the same composition as the grazing above, and in addition clover and alfalfa.
- Grains of barley and oats from the farm production.

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<sup>2</sup> I.e. Sweden, Norway.

The expert found by a visual analysis of the hay and the barley, Sclerotia of *Claviceps Purpurea*. Nothing was found in the oats.

The expert collected two samples, one of barley and one of oats, in accordance with applicable rules and regulations. The samples were examined by the head of the Laboratory for Seed Analysis.

The barley samples confirmed the presence of Sclerotia of *Claviceps Purpurea* of a total of 0.05 gr. The oats sample showed the absence of Sclerotia of *Claviceps Purpurea*.

Dr. Bazzanti hence found Sclerotia of *Claviceps Purpurea* in the composition of the pasture meadows and in the ingredients that compose and have composed in the past feeding of the Horse:

*"We have come to show that in foods (hay and barley) of the horse SU RAJ food ration, there is the presence ad sclerotia produced by infection of Claviceps Purpurea" ... Comments: " it's evident how the accidental assumption, although fortunately low, but repeated over time by the horse, has influenced (and a lot) the presence of Ergometrina in its urine. Even if no specific data concerning the transfer of Claviceps alkaloids into tissues is available, these compounds have been found in milk and urine (as they come from excretory organs) that consume contaminated graminaceous (AFSSAI). For which it's evident that an animal, like the horse in question, having assumed in its daily food ration at least two foods (barley and hay) with the presence fortunately below the weight threshold of sclerotia of Claviceps Purpurea, present positivity to ERGOMETRINE which, as undesirable product, it's expelled through its excretory organs, kidneys in particular."*

Dr. Bazzanti also gave the PR some useful recommendations to rethink the agronomic and food practices adopted for all farm animals and the cultivation and production of cereal and fodder (well described in his written report), in order to avoid future contamination of *Claviceps Purpurea*.

The PR has in addition excluded other ways of contamination, since tested all supplements given to the horse, and none of them showed any presence of Ergonovine. Dr. Giuseppe Pieraccini of CISM (Mass Spectrometry Center of the University of Florence - Italy) analyzed the following supplements: 1) Biosorb bioH of Farmaton; 2) Vitafarm - Multi of Farmaton; 3) Biomiks TM of Farmaton and none of these supplements contained in any concentration the prohibited substance Ergonovine. (Exhibit 4-5)

Based on the science the FEI recognises the *Claviceps Purpurea* as a possible source of contamination in relation to Ergonovine/Ergometrine findings in horses.

The FEI is therefore satisfied that contamination of *Claviceps Purpurea* in the hay and barley from the farm is the most likely and plausible explanation, on a balance of probabilities, for how the Ergonovine entered the Horse's system.

### **2C. Fault and Negligence for the rule violation**

The PR explains that his horses live on his farm, graze freely outside all throughout the year on the big land areas together with other animals of the farm. The farm breeds sheep and produces cereal and fodder. The horses are healthy and there has been no need for any veterinary care.

The PR, being both the owner and the rider, assures that the horses do not come in contact with prohibited substances. He has always scrupulously checked anything given to his horses, this is also proven by that all the supplements were negative for prohibited substances.

When he goes to events he always assure that the stables are clean and he takes utmost precaution since welfare of his animals is the most important.

The PR also provided a statement from an endurance veterinarian who confirms the health of the horse and that no prohibited substances has been given to it under his care. (Exhibit 5)

The PR is an amateur rider, who values the welfare of his horses and therefore has good knowledge of the FEI and FISE rules and regulations, and never had any previous doping problems.

The PR further states:

*"The contamination of pasture and barley with purple *Claviceps* is, in my view, only an unfortunate fortuitous case, which I hope you will be able to take into account when deciding on the case.*

*I am an amateur rider, I have never had any positive precedents for doping controls and have always been compliant with the FISE and FEI regulations.*

*I could not even imagine that the barley purchased in the Agricultural Consortia and that the hay or pasture could be contaminated by this Claviceps Purpurea of which I did not even know the existence until the end of my investigations!*

*I gladly accepted not insist to the lifting of the provisional suspension imposed on my horse SU RAI not requiring a provisional hearing because I knew that the application of provisional suspension was made to protect its welfare, which, as I reiterate, is my fundamental aim."*

Before this incident he had never heard of the substance Ergonovine and it was unknown to him even as a farmer that the Claviceps Purpurea could cause contamination of Ergonovine.

The agronomist expert has provided a list of steps on how to avoid this type of contamination in the future, which is also very important for the PR as a farmer since he produced cereal and fodder. The PR will carefully follow such recommendations.

The FEI is satisfied that the horse's welfare is very important to the PR, that he has good procedures in place to avoid that prohibited substances enter the horses.

The PR has had no reason to suspect, nor the knowledge of the fact that the hay or barley could contain Claviceps Purpurea which could lead to the presence of prohibited substance Ergonovine in the Horse.

In consequence, the FEI is satisfied that the PR has established that he bears no Fault or Negligence for the Rule Violation.

## **2D. Conclusions of the Parties**

Based on the evidence and documentation supplied by the PR and the scientific conclusions, the parties conclude that the criteria for the application of Article 10.4 of the EAD Rules has been met and that the PR has established:

- (a) on a balance of probabilities, a plausible explanation of how the Ergonovine entered the Horse's system;
- (b) that the PR did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that the hay and barley could contain a Banned Substance;
- (c) in consequence, the FEI is satisfied that the PR established that he bore no Fault or Negligence for the Rule Violation.

- (d) Article 7.6.1 of the EAD Rules permits for an agreement between the parties, subject to FEI Tribunal approval.”

## **5. Jurisdiction**

- 5.1 The Tribunal has jurisdiction over this matter pursuant to Article 38 of the Statutes, Article 161 of the GRs, the EADCMRs, as well as Article 18 of the IRs.
- 5.2 As a member of the National Federation of Italy, 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 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 the FEI accepts the PR established that the most likely source of the Ergonovine was the Horse’s ingestion of contaminated hay and barley from the farm with *Claviceps Purpurea*.
- 6.2 Furthermore, the Tribunal takes note that the FEI accepts that the PR bore No Fault or Negligence for the rule violation.
- 6.3 Following from Article 10.4 of the EAD Rules, where a PR establishes that he bears No Fault or Negligence, then the otherwise applicable period of Ineligibility (2 years) and other sanctions (apart from Article 9) may be eliminated.
- 6.4 However, the Tribunal wishes to clarify that it did not evaluate the degree of fault of the PR, nor did it take into account previous case law.
- 6.5 Therefore, and 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, and to revise the results, including team results if applicable, of the Event accordingly. Further, this Decision shall terminate the present case 2018/BS25 SU RAI.

## **7. Decision**

- 1) The Tribunal rules that the Agreement executed by the FEI and the PR, Mr. Antonello Mulas, concerning the case 2018/BS25 SU RAI is

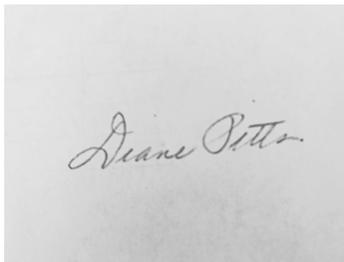
hereby ratified by the Tribunal with the consent of the Parties and its terms set out in Article 4 above are incorporated into this Decision.

- 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 rectangular box containing a handwritten signature in cursive script that reads "Diane Pitts".

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**Ms. Diane Pitts, one member panel**