

**DECISION of the FEI TRIBUNAL**  
**dated 6 March 2020**

**Positive Anti-Doping Cases No.:** 2019/BS34

**Horse:** ARAKORN

**FEI Passport No:** 103HF27/NOR

**PR/NF/ID:** Johan-Sebastian GULLIKSEN/NOR/10062559

**Event/ID:** CSIO5\* - NC EUD1 – St. Gallen (SUI)/2019\_CI\_0010\_S\_S\_01

**Date:** 30 May – 02 June 2019

**Prohibited Substance:** Demecolcine

**I. COMPOSITION OF PANEL**

Ms. Constance Popineau, one member panel

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

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

Statutes 24<sup>th</sup> edition, effective 20 November 2018 ("**Statutes**"), Arts. 1.4, 38 and 39.

General Regulations, 23<sup>rd</sup> edition, 1 January 2009, updates effective 1 January 2019, 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, changes effective 1 January 2019.

FEI Equine Anti-Doping Rules ("**EAD Rules**"), 2<sup>nd</sup> edition, changes effective 1 January 2019.

Veterinary Regulations ("**VRs**"), 14<sup>th</sup> edition 2018, effective 1 January 2019, Art. 1055 and seq.

FEI Code of Conduct for the Welfare of the Horse.

**2. Person Responsible:** Mr. Johan-Sebastian GULLIKSEN.

**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**"), Mr. Johan-Sebastian Gulliksen, is a jumping rider for Norway.
- 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 ARAKORN (the "**Horse**") at the CSIO5\* NC EUD1, in St. Gallen, Switzerland, from 30 May to 2 June 2019 (the "**Event**").
- 2.2 During the Event in-competition samples (urine and blood) were collected from the Horse. Subsequent analysis of the samples revealed the presence of Demecolcine in the urine sample.
- 2.3 On 7 August 2019, the FEI notified the PR of an adverse analytical finding and alleged a violation of Article 2.1 of the EAD Rules.

## **3. Further proceedings**

- 3.1 On 28 February 2020, the FEI informed the Tribunal that the Parties had reached an Agreement in the context of the Case 2019/BS34 ARAKORN 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 5 March 2020, the FEI Tribunal Chair nominated a panel for the case at hand. Both Parties expressly confirmed that they accepted the constitution of the panel.

## **4. Agreement between Parties**

- 4.1 On 20 February 2020 the Parties reached the following Agreement:

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

### **3 NOW, THEREFORE, THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS FOR THE CLOSURE OF THE PROCEEDINGS:**

- 3.1 In the matter of the Adverse Analytical Finding related to the samples, which were collected from the PR's horse ARAKORN (the "Horse") at the CSIO5\*- NC EUD1 – St Gallen (SUI) from 30 May to 2 June 2019 (the "Event"), the PR, Mr. Johan-Sebastian Gulliksen 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*); and

- (b) The PR established on a balance of probabilities how the Demecolcine entered the Horse's system; and
  - (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; and
  - (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) Each party will bear its own legal and other costs incurred in connection with these proceedings;
  - (h) 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.
- 3.2 The parties hereby kindly request that the FEI Tribunal issue a Decision incorporating the terms of this agreement.
- 3.3 The parties acknowledge and agree that, pursuant to Article 13.3 of the EAD Rules, the Decision will be made public by the FEI.
- 3.4 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.
- 3.5 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 Furthermore, the Parties provided the following Case Summary and Full Reasoning for the case at hand:

## **1 "CASE SUMMARY"**

- 1.1 Mr. Johan-Sebastian Gulliksen (FEI ID 10062559), the Person Responsible ("PR") in accordance with Article 118.3 of the FEI General Regulations, is a jumping rider for Norway.
- 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 Dressage and Para Driving).
- 1.3 The PR participated with the horse ARAKORN (FEI ID: 103HF27) (the "Horse") at the CSIO5\*- NC EUD1 - St Gallen (SUI) from 30 May to 2 June 2019 (the "Event"). As a member of the Norwegian Equestrian Federation (the "NOR NF"), the latter being a member of the FEI, the PR was bound by the EADCM Regulations.
- 1.4 The Horse was selected for testing on 30 May 2019. 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.
- 1.5 Analysis of the urine sample revealed the presence of Demecolcine, used in humans for chemotherapy, and which improves radiotherapy results and controls Leukaemia. Demecolcine is a Banned Substance under the 2019 FEI Equine Prohibited Substances List. Demecolcine remaining a Banned Substance is also designated as a "Specified Substance".
- 1.6 The approximate concentration of Demecolcine in the Sample was in the range of 2-5 ng/ml and there was also a screening indication for the presence of Colchicine.
- 1.7 By notification letter dated 7 August 2019, the FEI informed the PR, in his capacity as the Person Responsible, and the NOR 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 Demecolcine in the Horse's Sample collected at the Event. (Exhibit 1)
- 1.8 On the same day, a Provisional Suspension of two months was imposed on the Horse until 6 October 2019.

- 1.9 The PR was not provisionally suspended, since the Prohibited Substance in question is designated as a Specified Substance.
- 1.10 In the notification letter of 7 August 2019, the PR was informed of his right to request the Horse's B Sample to be analysed. The PR did not exercise his right to request the B-Sample Analysis, and it is therefore deemed to be waived.

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

### **2.1 2A. Science of Demecolcine**

- 2.2 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. 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.
- 2.3 Demecolcine is not a pharmaceutical, but in human medicine the substance is used for tumour therapy. There is no known use for Demecolcine in veterinary medicine.
- 2.4 The FEI has previously had several cases with Demecolcine<sup>1</sup>, originating from the ingestion of the Autumn Crocus. These cases have been from the Alp regions of Switzerland, Austria and Germany, where this plant typically grows. All the samples in those cases had screening traces of Colchicine. The case at hand, does also have screening indications for the presence of Colchicine.
- 2.5 Several scientific articles on Demecolcine show that it seems to be an occurring problem with contamination of Autumn Crocus in certain parts of Central Europe, especially in the Alp region. Some extract of those articles below. (Exhibit 2)
- 2.6 *"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*

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<sup>1</sup> 2016/BS06 DENDROS, 2017/BS21 INCEPTION 2, 2017/BS22 MACCIATO, 2017/BS23 FINEST QUALITY V&K, 2917/BS24 SEVERLY HILLE.

*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."*

- 2.7 *"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."*
- 2.8 Based on the science the FEI concludes that if there is a presence of both Demecolcine and Colchicine in a sample, there is a high likelihood of Autumn Crocus contamination.

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

- 2.9 The PR has provided the feed details of the Horse (Exhibit 3), which states that the Horse was fed 1 litre of Spillers Cool Mix Condition three times a day, 1 litre Condition Fibre from Spillers once a day and and 3 kg of hay, three times a day. In addition, at the show some Electrolytes were also given to the Horse.
- 2.10 The PR's horses were all grazing in the grass fields around the stable area three times a day during the Event. No abnormal observations were made with respect to vegetation or flowers in the fields in the grazing area.
- 2.11 By grazing the Horse three times a day during the Event it augments the exposure to the potential source of Autumn Crocus, and also the scientific plausibility to reach the concentrations of 2-5ng/ml Demecolcine in the sample.
- 2.12 The PR has provided a statement from the Norwegian team veterinarian Dr Gard Skaar, who was present in St Gallen, and who explains that this drug until now was unfamiliar to him as a veterinarian in veterinary medicine. His research shows that this compound has no use in veterinary medicine, and that it is also highly toxic. He further confirms that no Norwegian horse was given Demecolcine at the show

and in addition as the veterinarian of the rider in question, this drug has never been administered to any of the PR's horses. He is convinced that this positive sample came from hay or grass contaminated with Autumn Crocus. In addition, he would like to highlight that the stables in St Gallen were on a meadow and there was plenty of grass in the boxes and around the stables. The horses liked to "grass down" the box, before feeding on the hay they were given from the organiser. (Exhibit 4)

- 2.13 The Medication Logbook and veterinary records of the Horse, confirms that the Horse has never been treated with Demecolcine. (Exhibit 5)
- 2.14 The Autumn Crocus plant's leaves and capsules appear above the ground surface in April. The season where the plant has to allocate and store photo assimilates is April to June and the seed ripening takes place in June. The Event in question took place in the end of May to beginning of June, there is therefore a plausible timing of the plant being present in both meadows and fields where the horse was grazing during the Event. The PR's horses were also grazing three times per day during the Event.
- 2.15 The Alp region is known for many positives resulting from this plant and reoccurring problems are reported by the hay producers in Austria/Germany/Switzerland, of the difficulties with this kind of contamination, especially since the hay is harvested in the period when the plant itself is not visible, but the leaves and capsules still contain the substance, and easily end up in the hay despite efforts to remove the actual plant.
- 2.16 The national federations of Austria/Germany/Switzerland have seen several positives on national level resulting from such Autumn Crocus contamination.
- 2.17 Based on the science the FEI recognises the 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, just like in this case. In relation to naturally occurring Specified Substances like Demecolcine and Colchicine, the FEI finds that the science shows a plausible source of how the prohibited substance entered the horse through contamination from Autumn Crocus.
- 2.18 Despite the PR's extensive investigation on the cause of the positive finding of Demecolcine, the FEI finds that the PR has failed to establish the causal link between ingestion of Autumn Crocus and the Demecolcine finding.

- 2.19 The PR has not provided any evidence showing that the hay/grass that was consumed by the Horse were de facto contaminated with Autumn Crocus, since limited information was available from the organiser and no samples remained and could be tested, hence further investigation of the hay/grazing area was therefore not possible at the time of notification.
- 2.20 Neither did PR provide any evidence that Autumn Crocus was growing at the Event venue at the time of the Event and that the Horse was grazed at that particular area. Therefore, the PR is merely assuming that the Horse tested positive due to an exposure to Autumn Crocus either the hay or by the grazing at the Event.
- 2.21 The FEI acknowledges the problem of Autumn Crocus in the Alp region which has been confirmed by several cases on national level and the challenges that the hay producers are faced with in the attempt to provide hay free from Autumn Crocus.
- 2.22 Furthermore, the FEI accepts Dr Skaar's statement that he had never heard of this substance, nor administered it to any horse, that is has no use in veterinary medicine and is highly toxic.
- 2.23 The FEI also recognises that Demecolcine and Colchicine are very toxic substances and there would be no true reason to give it to a horse. Neither is it a medication available nor registered for veterinary use.
- 2.24 In addition, no commercial human or veterinary products exist in Norway that contains Demecolcine, and the last Demecolcine product was unregistered in the 1960s. Although, products can be bought through internet and there may be importation on special license, such restricted access to products containing Demecolcine in combination with the confirmation that no Demecolcine was administered to the Horse by the team vet nor by the veterinary clinic (which are the only veterinarians authorised to administer any medications to the horses) in the FEI's view lowers the likelihood of the Demecolcine finding in the Horse to be resulting from an administration of a medication. The FEI, therefore, finds that the PR has established that the more likely source of the Demecolcine finding is indeed ingestion of the Autumn Crocus.
- 2.25 The FEI acknowledges that despite stringent checks and control carried out by the PR, hay suppliers confirm that there is a noteworthy possibility of Autumn Crocus contamination as a result of its presence in the Alp regions during the months of April to June. The FEI acknowledges the regional situation and the difficulties to fully protect the horses from exposure to Autumn Crocus during this season.

- 2.26 The PR has excluded other ways of contamination (refer to 2C below), by his precautious procedures, among other things by choosing feed and supplements from reputable sources for all his horse, investigating any administration of medication before use through the i.e. FEI clean sport app, and carefully choosing his support team by only allowing treatments to his horse to be performed by his veterinarian in the PR's presence with his explicit permission.
- 2.27 In addition, his horses have been tested on several occasions during the same period of months while being on the same feed plan as the Horse and no other horse has been positive.
- 2.28 The scientific evidence concludes that Autumn Crocus is a plausible source of the Demecolcine in the Horse. The FEI thereby concludes and accepts that the most likely cause of the positive Demecolcine finding in this case is some sort of contamination of Autumn Crocus of either the hay or the grazing at the Event.
- 2.29 The FEI is therefore satisfied that contamination of Autumn Crocus in the hay/grazing at the Event site is the most likely and plausible explanation, on a balance of probabilities, for how the Demecolcine entered the Horse's system.

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

- 2.30 Mr Gulliksen has provided statements (Exhibit 3) where he explains his daily procedure, at home and at the shows. The PR is from a high performing equestrian family where there is a zero tolerance for any kind of doping.
- 2.31 In addition, in order to be on the national team, the Norwegian Federation makes it compulsory to follow anti-doping education, the PR is therefore well acquainted with both human and equestrian anti-doping rules.
- 2.32 The PR is stabled at his family's private stables where welfare is the key for the horses. The farm is built and constantly developing, where the horse welfare as one of the focus areas. The farm is also located in an agricultural municipality which gives access to kilometres of hiking trails where the horses get a lot out in the wild and it gives a great value in giving the horses the freedom to be a horse after traveling and meeting competition performance.
- 2.33 The family only hires very experienced grooms with great horse and welfare knowledge. Both grooms and other staff is educated about medication and the zero tolerance on using any of it. Two grooms are

particularly educated to feed the horses. They are never allowed to give supplement or medication to the horses.

2.34 Some of the policies and procedures the PR has in place are as follows:

- At home, the competition horses are always separated from foreign horses, and horses which were treated with medication are immediately separated from those who are competing.
- All the food is in a separate container that is closed with a lock, behind the Stable. It is not possible for a stranger to come into the feed container or other people to put their own food or walk into the feed container.
- All feed is bought from serious suppliers. The stable has bought from the same distribution for about 30 years. The supplier has very good reputation for good quality and being the most selling distribution in Norway. They are chosen due to the best quality feed for their horses and and gives them the number of vitamins that suit the Norwegian hay. The supplier of hay is a serious supplier which provide most of the hay in eastern Norway.
- The PR works with the same veterinarian Dr Pether Myhre since a very long time. The veterinarian (in addition to the team veterinarian) is the only one that is allowed to give medication and provide any supplements, in the presence of the PR with his explicit permission.
- Any supplements are bought directly from the veterinarian. Before buying any, he checks that the supplement and medication that the veterinarian gives are according to the FEI clean sport app, FEI Medication, and he always makes a decision with the veterinary before buying it.
- Medication is never stored in the stable, since the veterinarian always brings it with him. All equipment such as used needles and medication the veterinary always brings this back with him to his office. At shows all medication is stored in a separate locker and the veterinarian is the only person who has access to it.
- The PR buys hay from the organisers while travelling to Events, since it is not possible to bring the amount of hay needed for several horses. The PR do despite this check the hay quality. For the hay at this Event, no observations of abnormalities (vegetation or flowers) in the hay was found.

- The horses have strict fixed feeding schedule, which is always followed. The grooms are the only persons who feed the horses and at the Event the groom was also mucking out the boxes. The PRs horses were tested at the Events in Athens (Greece), Barcelona (Spain) and Falsterbo (Sweden) with no finding of any Prohibited Substances. All horses were following an identical strict feeding schedule as the Horse.
- The PR is daily in the stables and has full control who got access to his horses on a daily basis.

2.35 In addition, the Norwegian federation explains in their statement (Exhibit 3) that:

*"Johan has represented Norway's national team in 9 years and was born into a horse family with a high level of expertise. Through the Norwegian Equestrian Federation has been through Wada's e-learning anti-doping program. He has signed national team contracts where there is zero tolerance for doping on rider and horse and as national team athletes, they receive annual lectures and follow-up of the antidoping program. He has serious sponsors who set values as one of his top priorities. It feels a lot of responsibility for their reputation for staying in the sport and keeping their horses. Horses are also their primary sustenance.*

*In all the years Johan Gulliksen has been on the team he has always appeared as an exemplary team player and always been serious according to rules. He has always been portrayed as Norway's role model in equestrian sports and a great role model for many young athletes, a role he takes seriously."*

2.36 The PR explains in relation to his travel to the event that they stopped in Denmark and in Germany on the way to St Gallen. The Horse was grazed multiple times during the day at the stopover in Hannover, and was also grazed multiple times in St Gallen during the weekend. They also bought hay in the stopovers in Denmark, Hannover and St Gallen. (Exhibit 6)

2.37 The PR submitted the invoices for the hay from the OC. (Exhibit 7)

2.38 The PR has eliminated the possibility for the positive finding of Demecolcine to be originating from any other source than the hay/grazing at the Event. He has procedures in place to avoid contamination and has done everything in his power to avoid a positive test. The PR has had no reason to suspect that the hay or grazing area at the Event could contain any prohibited substance. 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**

- 2.39 Based on the evidence and documentation supplied by the PR and the scientific conclusions, the parties conclude that there is a plausible source of the Demecolcine in the Horse's sample, via the hay/grazing at the Event.
- 2.40 The parties concludes 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 Demecolcine 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/grazing 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.
- 2.41 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 Norwegian 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 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 – on a balance of probability - that the source of the Demecolcine was contamination of Autumn Crocus in the

hay/grazing at the Event site. The Tribunal further also notes that there was screening indicating for the presence of Colchicine, and understands, that based on the science, that if there is a presence of both Demecolcine and Colchicine in a sample, there is a high likelihood of Autumn Crocus contamination. Furthermore, the Tribunal takes note that several cases of Demecolcine (with screening traces of Colchicine) on a national as well as on an FEI level have been reported from the Alp region (Austria, Germany and Switzerland).

- 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 2019/BS34 ARAKORN.

## **7. Decision**

- 1) The Tribunal rules that the Agreement executed by the FEI and the PR, Mr. Johan-Sebastian Gulliksen, concerning the case 2019/BS34 ARAKORN 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**



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**Ms. Constance Popineau, one member panel**