

International Powerlifting Federation (IPF) v. USA Powerlifting (USAPL)

ARBITRAL AWARD

delivered by the

**INTERNATIONAL POWERLIFTING FEDERATION DOPING
HEARING PANEL**

sitting in the following composition:

Sole Arbitrator: Judge Mark Williams SC, Judge, Sydney, Australia

in the arbitration between

International Powerlifting Federation, Luxembourg

Claimant

and

USA Powerlifting, United States of America

Respondent

I. PARTIES

1. The International Powerlifting Federation (“IPF”) is the world governing body for the sport of powerlifting.
2. USA Powerlifting (“USAPL”) is the National Federation (as defined in the IPF Anti-Doping Rules) for powerlifting in the United States of America and is a member federation of the IPF.

II. NON-PARTICIPATION BY USAPL

3. Despite receiving copies of the Notice of Charge issued by the IPF as well as engaging in correspondence in relation to these proceedings, USAPL informed the Arbitrator and the IPF Anti-Doping Secretariat by letter dated 11 August 2021 that it did not intend to participate in this Arbitration. In that letter, USAPL noted that it anticipated the Arbitrator would “*render a decision based on the information available*”.
4. In a letter dated 19 August 2021, in response to a request for submissions regarding jurisdiction, USAPL outlined its position regarding the charges and sanctions the subject of this procedure. Although accepting breach, that letter made a number of legal challenges in relation to the proposed sanctions.
5. The Arbitrator has determined that he is able to consider and determine the charges and sanctions brought against USAPL notwithstanding its decision not to participate (at least formally) in the arbitration procedure. In doing so, the Arbitrator has taken into account matters raised in correspondence received from USAPL.

III. FACTUAL BACKGROUND

USAPL testing procedures

6. USAPL was originally formed as the American Drug-Free Powerlifting Association. Prior to becoming a member federation of the IPF in 1997, USAPL had implemented its own drug testing programs and procedures.
7. Since becoming a member of IPF, including further to IPF becoming a Signatory to the World Anti-Doping Code, USAPL has continued to implement its own testing procedures, including both at the recreational and elite level. Those testing procedures are the subject of this dispute.

Requirement for IPF to authorise testing & revisions to anti-doping rules

8. The IPF is Signatory of the World Anti-Doping Code (the “WADC”). Following the acceptance and ratification of a revised WADC in November 2019, the IPF in turn revised its anti-doping rules, and further to the revisions being deemed by WADA to be compliant with the WADC, the revised 2021 ADR were accepted by the IPF for implementation 1 January 2021. Both the revised WADC and the revised IPF anti-doping rules (the “IPF ADR”) came into effect on 1 January 2021.

9. Amongst other revisions, Article 20.3.2 of the WADC provides that the roles and responsibilities of International Federations (which includes the IPF) include (emphasis added):

20.3.2 To require, as a condition of membership, that the policies, rules and programs of their National Federations and other members are in compliance with the Code and the International Standards, and to take appropriate action to enforce such compliance; areas of compliance shall include but not be limited to: (i) requiring that their National Federations conduct Testing only under the documented authority of their International Federation and use their National Anti-Doping Organization or other Sample collection authority to collect Samples in compliance with the International Standard for Testing and Investigations; (ii) requiring that their National Federations recognize the authority of the National Anti-Doping Organization in their country in accordance with Article 5.2.1 and assist as appropriate with the National Anti-Doping Organization's implementation of the national Testing program for their sport; (iii) requiring that their National Federations analyze all Samples collected using a WADA-accredited or WADA-approved laboratory in accordance with Article 6.1; and (iv) requiring that any national level anti-doping rule violation cases discovered by their National Federations are adjudicated by an Operationally Independent hearing panel in accordance with Article 8.1 and the International Standard for Results Management.

10. The equivalent provision to Article 20.3.2 of the WADC in the IPF ADR, which imposes such obligations on National Federations of the IPF, like the USAPL, is Article 18.4.

16 September 2020 letter

11. On 16 September 2020, the IPF sent a letter to its National Federations (including USAPL) informing them of these revisions and 'urged' National Federations which were running their own national level testing programs to cease doing so. That letter stated:

If your National Federation wishes to continue national-level testing other than under the testing authority of your NADO, or if and you have not yet adopted the anti-doping program of your NADO or are not being- assisted by the NADO in your country, you can do so under the IPF program on a fee-for-service basis, with the assistance of the Canadian Centre for Ethics in Sport (CCES). The IPF-CCES collaboration is further explained below.

12. The 16 September 2020 letter went on to explain that the IPF had entered into a formal agreement and partnership with the Canadian Centre for Ethics in Sport ("CCES") to administer the IPF's anti-doping program.

1 December 2020 letter

13. On 1 December 2020, the IPF sent a further letter to its National Federations (including USAPL), drawing attention to the new Article 18.4 of the IPF ADR, which

(as addressed above) substantively reproduced the requirements of Article 20.3.2 of the WADC and imposed those requirements on IPF's National Federations.

14. The letter provided National Federations notice that:

As of January 1 2021, any IPF National Federation that does not comply with the above will be deemed to be violating its compliance obligation under the IPF Anti-Doping Rules and will be subject to fines and/or sanctions pursuant to Article 12.1 and 12.2 of the IPF Anti-Doping Rules.

15. With respect to National Federations that wish to continue national-level testing, the letter stated:

If a National Federation wishes to continue national-level testing, two options are available:

1. Outsource your program to your local National Anti-Doping Organization (NADO) - PREFERRED

2. Outsource your program under the authority of the IPF

USAPL continues its own testing program

16. Despite the 16 September and 1 December 2020 letters, USAPL did not cease its own national-level testing program after 1 January 2020, nor did it outsource this program to its NADO (USADA) or to the CCES.

17. On 5 May 2021, the IPF wrote to USAPL noting that:

The IPF understands that the USAPL has, notwithstanding the clear terms of the 2020 circular letters and the relevant provisions in the IPF ADR and Code, continued on or after 1 January 2021 to conduct anti-doping tests that are not under the authority of the IPF or National Anti-Doping Organization viz. USADA ("Unauthorized Tests").

18. The letter sought confirmation from USAPL as to whether it had conducted such tests after 1 January 2021 and, if so, provision of details of those tests. It informed USAPL that it should not further conduct any such tests.

19. The IPF received no response to its 5 May 2021 letter.

20. On 17 May 2021, the IPF wrote to USAPL noting that a spreadsheet posted on USAPL's website indicated that hundreds of tests had been conducted by USAPL which were neither under the authority of the IPF nor USADA's. A copy of that spreadsheet, which shows 396 tests conducted between 9 January and 25 April 2021, has been provided to the Arbitrator in these Proceedings.

21. Pursuant to process outlined in Article 12 IPF ADR, the IPF provided USAPL 21 days to provide an explanation for its non-compliance with the IPF ADR. The USAPL was put on notice that, if the non-compliance was not remedied in that period, the IPF

would proceed with charges against USAPL in accordance with Article 12 of the IPF ADR, which relevantly states:

For disciplinary actions outlined in Articles 12.1 and 12.2, before being sanctioned by IPF, the National Federation or sporting body, as relevant, will be notified of the alleged non-compliance, given an opportunity to provide an explanation regarding the alleged non-compliance, and will be given 21 days to remedy the alleged non-compliance to the IPF's satisfaction. This deadline may be extended at the sole discretion of the IPF. If the IPF considers that the National Federation or sporting body has not remedied its breach of Article 18 by the expiry of the designated deadline, IPF will formally charge the National Federation or the sporting body with a failure to comply with, implement, uphold, and enforce the IPF ADR, and impose consequences that are commensurate to this breach of the IPF ADR.

22. On 7 June 2021, USAPL responded to the 17 May 2021 letter confirming that it did not seek IPF authorisation to continue testing at the recreational level and did not intend to do so. It acknowledged that the IPF does not recognise tests not conducted via independent third parties or done outside of WADA-accredited laboratories and confirmed that it did not seek recognition for those tests. The letter went on to state:

USA Powerlifting rejects the IPF's intrusion into its local and business affairs. We remain willing to comply with the terms of our agreements In 2019. That is, independent third-party testing that is WADA compliant at our National Championships. We do not agree to your expansion of the definition of national testing to any tests done within a nation or your declaration of your authority for all tests done within a nation. We do not surrender our right to test recreational-level athletes to the IPF. To do so would be insufficient to the goals of a clean platform at every level within USA Powerlifting, and would be financially ruinous.

23. USAPL expressly noted in a 19 August 2021 letter that it did not contest that the drug testing which it continues to conduct is in breach of Article 18.4(i) of the IPF ADR.

IV. PROCEEDINGS BEFORE THE IPF DOPING HEARING PANEL

24. On 24 July 2021, the IPF issued to USAPL a Notice of Charge under Article 12 of the IPF ADR. A copy of the Notice of Charge was provided to the Chair of the IPF Doping Hearing Panel (“DHP”).
25. On 29 July 2021, the IPF DHP Secretariat sent an email to the Parties:
- a. informing them that Judge Mark L. Williams SC had been appointed to serve as the sole arbitrator to adjudicate this matter;
 - b. requesting any objection to Judge Williams’ appointment by 30 July 2021;
 - c. requesting details of the Parties’ respective Counsel (if Counsel were to be retained).

26. On 30 July 2021, the IPF DHP Secretariat provided an extension to 2 August 2021 to both Parties to make any objection the Arbitrator's appointment.
27. On 31 July 2021, the IPF confirmed that it did not object to the Arbitrator's appointment and informed the IPF DHP Secretariat that it would be represented by Mr. Ross Wenzel of Kellerhals-Carrard.
28. On 6 August 2021, USAPL sent an email to the IPF DHP Secretariat stating that it did not intend to participate in the Arbitration, on the basis that it was "*a sentencing hearing with a foregone conclusion of our guilt*".
29. On 8 August 2021, the Arbitrator wrote to both Parties:
 - a. providing assurance that he was completely independent of both Parties and would not participate in anything other than a fair hearing in accordance with the applicable rules;
 - b. informing them that a preliminary hearing would be conducted via video link on Thursday 12 August 2021.
30. On 11 August 2021, USAPL wrote a letter to the IPF DHP Secretariat and the Arbitrator confirming that it did not intend to participate in the Arbitration, asserting that the testing procedure required of IPF was in fact less comprehensive than that being undertaken by USAPL. The letter concluded:

Accordingly, and in consultation with counsel, no solution appears possible other than a separation of our respective organizations. That appears to be the objective of the charging documents anyway. While we have enjoyed participation internationally, USA Powerlifting will not do so at the cost of our non-elite membership, our values, our clean platform, and our autonomy.

We anticipate the arbitrator will render a decision based on the information available. Our only hope is that the athletes who have been duly nominated for international competition during 2021 be allowed to participate as independents or through some other mechanism. They should not bear the consequences of this administrative dispute.
31. On 12 August 2021, a preliminary conference call was conducted for the Parties via video link. USAPL did not participate in the preliminary conference call and it was only attended by the Arbitrator and Counsel for the IPF. The IPF indicated that it did not intend to make any additional submissions beyond those made in the Notice of Charge and attached documents. Notes from the preliminary conference call, as revised and approved by the Arbitrator, were circulated to the Parties.
32. On 17 August 2021, the Arbitrator requested written submissions from the Parties regarding the jurisdiction of the DHP to adjudicate on the matter. The IPF provided submissions in an email dated 19 August 2021. USAPL responded to the request in a letter dated 19 August 2021. On 20 August 2021, IPF provided a response to certain legal challenges raised in USAPL's letter.

33. No hearing was conducted and the matter has been determined on the papers, having regard to:
- a. the Notice of Charge and attached documents;
 - b. the submissions of IPF of 19 August 2021 regarding jurisdiction and of 20 August 2021 responding to USAPL; and
 - c. information contained in the 11 and 19 August 2021 letters of USAPL.

V. SUBMISSIONS OF THE PARTIES

IPF Submissions

34. IPF submitted that the information contained in and attached to its Notice of Charge demonstrated that USAPL had:
- a. breached its obligations under Article 18.4(i) of the IPF ADR by conducting tests that had not been authorised by IPF;
 - b. failed to adequately explain or remedy its breaches;
 - c. positively stated that it would continue to conduct tests that had not been authorised by IPF.
35. IPF requested that the DHP find a breach of Article 18.4(i) of the IPF ADR and impose:
- a. a fine of €10,000, payable within 30 days;
 - b. a suspension/exclusion of USAPL athletes, members and staff from IPF events for a period of 12 months;
 - c. a suspension/exclusion of USAPL athletes, members and staff from all IPF positions and offices for a period of 12 months;
 - d. an order to pay a contribution of €7,500 in connection with IPF's legal and other costs in relation to this matter.

USAPL Correspondence

36. As addressed above, USAPL declined to take part in the Arbitration proceedings. Nonetheless, it provided responses to requests from the Arbitrator which are appropriate to take into account in adjudicating the matter. USAPL's correspondence set out its position in relation to the charges and sanctions as follows:
- a. USAPL did not contest the merits of the case in that it continues to drug test in accordance with its own charter and bylaws;
 - b. USAPL contests the IPF ADR as going beyond the WADC;

- c. USAPL contests the proposed sanctions, including:
 - i. that there is no provision for a €10,000 fine;
 - ii. the IPF ADR do not provide for punishment of athletes who have not committed doping infractions;
 - iii. the legal fees sought to be claimed were excessive;
- d. USAPL requests that, if a suspension were to be imposed, all members of USAPL be subject to removal from administrative, executive, Board and committee assignments.

VI. JURISDICTION

37. Pursuant to Article 15 of the IPF Constitution, the IPF ADR applies to USAPL as a national member federation of IPF.

38. Pursuant to the Scope section of the IPF ADR, the IPF ADR apply to:

(...) “each of its National Federations, including their board members, directors, officers, specified employees, and Delegated Third Parties and their employees, who are involved in any aspect of Doping Control.

(...)

“Each of the abovementioned Persons is deemed, as a condition of his or her participation or involvement in the sport, to have agreed to and be bound by these Anti-Doping Rules, and to have submitted to the authority of IPF to enforce these Anti-Doping Rules, including any Consequences for the breach thereof, and to the jurisdiction of the hearing panels specified in Article 8 and Article 13 to hear and determine cases and appeals brought under these Anti-Doping Rules”

39. Article 12 of the IPF ADR sets out the process to take place where the IPF proposes to impose disciplinary actions against sporting bodies other than individuals or teams.

40. As set out in Articles 12.1 and 12.2 of the IPF ADR:

Where IPF has charged a National Federation or some group of members of that organization for breaching Article 18 and the National Federation or some group of its members contest the charge and sanction proposed by the IPF, the matter will be remitted to the DHP for adjudication, or, on consent of the National Federation or the sporting body, or the group of member of that organization or body and the IPF, may be heard directly before the CAS for a single hearing in accordance with the relevant and applicable CAS procedural rule.

41. USAPL has been charged with breach of Article 18.4(i) of the IPF ADR. Although USAPL does not contest the charge, it contests the sanctions proposed by the IPF. Although Articles 12.1 and 12.2 of the IPF ADR use the conjunctive “*contest the charge and sanction*”, the Arbitrator is satisfied that contest of either is sufficient to enliven the jurisdiction of the DHP to adjudicate the matter.
42. Accordingly, the DHP is vested with the jurisdiction to hear the present matter.

VII. ADMISSIBILITY

43. Article 12 of the IPF ADR relevantly provides:

For disciplinary actions outlined in Articles 12.1 and 12.2, before being sanctioned by IPF, the National Federation or sporting body, as relevant, will be notified of the alleged non-compliance, given an opportunity to provide an explanation regarding the alleged non-compliance, and will be given 21 days to remedy the alleged non-compliance to the IPF’s satisfaction. This deadline may be extended at the sole discretion of the IPF. If the IPF considers that the National Federation or sporting body has not remedied its breach of Article 18 by the expiry of the designated deadline, IPF will formally charge the National Federation or the sporting body with a failure to comply with, implement, uphold, and enforce the IPF ADR, and impose consequences that are commensurate to this breach of the IPF ADR.

44. The IPF notified USAPL of the alleged non-compliance with Article 18.4(i) of the IPF ADR through its 17 May 2021 letter. It formally charged USAPL with a failure to comply with the IPF ADR in the Notice of Charge of 24 July 2021 and simultaneously referred the dispute to the DHP.
45. In its 19 August 2021 letter, USAPL asserted that the IPF ADR “*go beyond the WADA Code and are therefore arbitrary and invalid*”. USAPL did not particularise the manner in which this is said to be the case.
46. The Arbitrator disagrees with USAPL’s position. As extracted above, Article 20.3.2 of the WADC requires International Federations such as IPF to themselves impose upon their National Federations, as a condition of membership, that the National Federations are to comply with the WADC. This expressly includes:
 - (i) *requiring that their National Federations conduct Testing only under the documented authority of their International Federation and use their National Anti-Doping Organization or other Sample collection authority to collect Samples in compliance with the International Standard for Testing and Investigations*
47. Article 18.4 of the IPF ADR gives effect to the obligations placed on the IPF by Article 20.3.2 of the WADC. Therefore, the USAPL’s obligation to comply with Article 18.4 of the IPF ADR (being a National Federation of IPF) is consistent with the WADC.

48. The Arbitrator determines that the request for arbitration is admissible.

VIII. MERITS

Breach of Article 18.4(i) of the 2021 IPF ADR

49. Article 18.4(i) of the IPF ADR requires USAPL to:

conduct[] Testing only under the documented authority of IPF and using their National Anti-Doping Organization or other Sample collection authority to collect Samples in compliance with the International Standard for Testing and Investigations;

50. There is no doubt that USAPL is conducting testing of its athlete members. The relevant issue is whether that testing is “*under the documented authority of IPF*”. As set out in the September and December 2020 letters of the IPF, this requires that the testing be conducted through USAPL’s National Anti-Doping Organisation (USADA) or through the CCES, with which IPF has reached an agreement to provide fee-for-service testing.

51. USAPL accepts that the testing program that it continues to implement does not meet these requirements. The evidence is not clear as to whether this applies to only some or all of the tests conducted by USAPL.

52. It is relevant to note that Article 18.4(i) of the IPF ADR is directed only to authorisation of tests being conducted. It does not otherwise address the nature of those tests. Correspondence from USAPL in relation to these proceedings indicates that USAPL believes the testing that it is conducting goes further than the requirements imposed by the IPF. Whether that is the case is not relevant to the question of breach which the Arbitrator is required determine and is not the subject of any substantial evidence.

53. The Arbitrator is satisfied that USAPL has breached Article 18.4 of the IPF ADR.

Sanctions

Applicable provisions of the 2021 IPF ADR

54. In accordance with Articles 12.1 and 12.2 of the IPF ADR, where it is found that a National Federation has violated Article 18 of the IPF ADR and has not remedied that breach, the following sanctions may be imposed:

- a. fine, suspension and exclusion of the National Federation, or some group of its members, from specified future events or all events conducted within a specified period of time (Article 12.1 of the IPF ADR);
- b. fine, suspension and exclusion of the National Federation, or some group of its members, from their current position or office within the IPF and/or prevent them from holding any position or office within the IPF whilst the National Federation is excluded or suspended pursuant to Article 12.1 of the IPF ADR.

55. In accordance with Article 12.4 of the 2021 IPF ADR, the National Federation can also be obliged:

to reimburse IPF for all costs (including but not limited to laboratory fees, hearing expenses and travel) related to a violation of these Anti-Doping Rules committed by an Athlete or other Person affiliated with that organization or body.

56. The IPF has requested that the DHP impose the following sanctions:

- a. a fine of €10,000, payable within 30 days;
- b. a suspension/exclusion of USAPL athletes, members and staff from IPF events for a period of 12 months;
- c. a suspension/exclusion of USAPL athletes, members and staff from all IPF positions and offices for a period of 12 months;
- d. an order to pay a contribution of €7,500 in connection with IPF's legal and other costs in relation to this matter.

Suspension / exclusion from IPF events and positions/offices

57. The IPF has identified the proposed sanction as the primary relief sought by the IPF in these proceedings and so it will be addressed first.

58. In its 11 August 2021 letter, USAPL acknowledged that its decision to continue conducting its own drug testing program which does not comply with Article 18.4(i) of the IPF ADR means that “*no solution appears possible other than a separation of our respective organizations.*”

59. In circumstances where:

- a. the USAPL drug testing program does not comply with the requirements of the IPF;
- b. USAPL is not willing to amend its program;
- c. IPF seeks suspension of USAPL for a period of 12 months,

the Arbitrator considers it appropriate to impose the suspension/exclusion sanctions broadly in the form sought by USAPL.

60. However, in considering the appropriate scope of any such suspension, regard must be had to the terms of Articles 12.1 and 12.2 of the IPF ADR. Relevantly, the suspensions can only apply to USAPL itself and to its members (or some group of its members). Articles 12.1 and 12.2 of the IPF ADR do not make provision for suspension of persons who are not members of a National Federation but are otherwise affiliated to it.

61. Further, Article 12 of the IPF ADR does not expressly provide for the practical effect of a suspension or exclusion. The Arbitrator's view is that 'suspension' should be understood consistently with the concept of 'Provisional Suspension' in the IPF ADR, which involves a temporary bar on participating in a competition or activity. Accordingly, a suspension under Article 12 of the IPF ADR will prevent a member of USAPL from participating in an IPF event. It does not extend to prevent persons from attending such events in some public capacity, for example merely as a spectator.
62. The 11 August 2021 letter from USAPL states, "*Our only hope is that the athletes who have been duly nominated for international competition during 2021 be allowed to participate as independents or through some other mechanism.*"
63. The circumstances of the present violation of the IPF ADR concern a dispute between the IPF and USAPL about the proper authorisation of testing conducted by USAPL. There is no allegation, and there has been no finding, that members of USAPL have had deficient or substandard testing or have engaged in their own anti-doping rule violations. In the Arbitrator's view, the dispute between USAPL and the IPF should not unnecessarily affect athletes who have little control in respect of such matters. However, as submitted by the IPF, a suspension of USAPL would have no meaning if USAPL athletes could continue to participate in IPF events regardless. The Arbitrator therefore considers it appropriate that the suspension is to extend to persons who are members of USAPL. However, that suspension is not 'once and for all'. Should a person cease to be a member of USAPL and were to become a member of a different (complying) National Federation, in accordance with all IPF eligibility requirements, then the Arbitrator sees no reason why that person should be excluded from participating in IPF events.
64. The 19 August 2021 letter from USAPL states, "*We ask that the arbitrator underscore that all members of USA Powerlifting be subject to removal from administrative, executive, board, and committee assignments and include meet direction, regional participation and administration.*" The Arbitrator considers that this is the effect of the proposed suspension and exclusion from IPF positions and offices.

Imposition of a fine

65. With respect to the proposed fine, USAPL has asserted in its 19 August 2021 letter that:

There are no provisions for the proposed fine of 10,000 Euro outside of an international competition, or through committing more than 4 offences in a 12 month period and no provisions for any other fine as demanded in the charging document.
66. Articles 12.1 and 12.2 of the IPF ADR provide that a fine can be imposed on a National Federation for non-compliance with the rules. Those provisions do not provide any guidance on the quantum of such a fine. However, Article 12.3 of the IPF ADR provides that fines can be imposed upon National Federations (including fines of up to €10,000) where the IPF ADR are violated by athletes or other persons affiliated with the National Federation four or more times in a 12-month period (see Article 12.3.2 of the IPF ADR).

67. Although Article 12.3 of the IPF ADR expresses circumstances where fines can be imposed upon a National Federation, those circumstances are in addition to fines imposed on a National Federation for breaches (by the National Federation) of Article 18 of the IPF ADR. In any event, National Federations act through persons affiliated with them and, accordingly, USAPL's violations of Article 18.4(i) of the IPF ADR could be said to have been committed by persons affiliated with USAPL.
68. Accordingly, the Arbitrator has the power to issue a fine of €10,000.
69. However, given the Arbitrator's decision in relation to suspension of USAPL and its members from IPF events and positions/offices, the Arbitrator does not consider the imposition of a punitive fine to be warranted in the present circumstances. In the Arbitrator's view, the sanction of suspension sufficiently addresses the non-compliance by USAPL.

Contribution to costs

70. IPF seeks a contribution of €7,500 for its legal and other costs in relation to this matter. The power to impose costs (beyond a fine) under Article 12.4 of the IPF ADR is in relation to "*costs (including but not limited to laboratory fees, hearing expenses and travel) related to a violation of these Anti- Doping Rules committed by an Athlete or other Person affiliated with that organization or body.*"
71. The charged violation is a violation of Article 18.4(i) of the IPF ADR by USAPL. Of course, as mentioned above, USAPL acts through its officers and staff. Accordingly, the charged violation of Article 18.4(i) of the IPF ADR was committed by USAPL through persons affiliated with USAPL and an award of costs can therefore be imposed.
72. There was little evidence of the costs actually incurred by the IPF in relation to this matter. The documents in the proceedings included the Notice of Charge, the May 2021 letters and the brief written submissions made by the IPF. In addition, there was the short (approximately five minutes) preliminary hearing held on 12 August 2021. No final hearing was held and the matter has been determined on the papers.
73. In the circumstances, the Arbitrator considers an order for a €5000 contribution towards IPF's costs to be appropriate.

ON THESE GROUNDS

The DHP rules that:

1. A suspension from IPF events is ordered on the following terms:
 - a. the suspension shall apply to participation in all IPF events taking place in the period of twelve months following the date of this Award (the “Initial Suspension Period”).
 - b. the suspension shall apply to USAPL and all persons who are members of USAPL for the period they are members of USAPL;
 - c. the suspension shall be stayed upon receipt by the IPF of written confirmation from USAPL that it has ceased, and will no longer conduct, any tests that are not compliant with Article 18.4(i) of the IPF Anti-Doping Rules. If, after the provision of such written confirmation and grant of the stay, USAPL does in fact conduct one or more such tests during the remainder of the Initial Suspension Period, the remainder of the twelve month suspension and/or exclusion (i.e. the part that had not been served at the time of the stay) will be automatically reinstated upon notification by IPF to USAPL, such that (for the avoidance of doubt) the suspension and/or exclusion will end after the expiry of the Initial Suspension Period.
2. A suspension from positions and offices within the IPF is ordered on the following terms:
 - a. the suspension shall apply to all IPF positions and offices, including all administrative, executive, board, and committee roles within the IPF;
 - b. the suspension shall apply for the entirety of the Initial Suspension Period (regardless of when the last IPF event occurs during such period);
 - c. the suspension shall apply to all persons who are members of USAPL while they remain members of USAPL;
 - d. the suspension shall be stayed upon receipt by the IPF of written confirmation from USAPL that it has ceased, and will no longer conduct, any tests that are not compliant with Article 18.4(i) of the IPF Anti-Doping Rules. If, after the provision of such written confirmation and grant of the stay, USAPL does in fact conduct one or more such tests during the remainder of the Initial Suspension Period, the remainder of the twelve month suspension and/or exclusion (i.e. the part that had not been served at the time of the stay) will be automatically reinstated upon notification by IPF to USAPL, such that (for the avoidance of doubt) the suspension and/or exclusion will end after the expiry of the Initial Suspension Period.

3. USAPL is to pay an amount of €5000 to the IPF as a contribution towards its legal and other costs incurred in connection with the proceedings.

A handwritten signature in black ink, appearing to read 'Mark L. Williams', written in a cursive style.

Judge Mark L. Williams SC
Sole Arbitrator
25 August 2021