



Arbitration CAS 2021/A/8296 World Anti-Doping Agency (WADA) v. Fédération Internationale de Football Association (FIFA) & Vladimir Obukhov, award of 16 June 2022

Panel: Prof. Luigi Fumagalli (Italy), President; The Hon. Annabelle Bennett AC SC (Australia); Mr Manfred Nan (The Netherlands)

Football

Doping (methandienone)

Non-binding force of CAS precedents

Purpose and limits of the provision on substantial assistance

Conditions for finding substantial assistance

Consequences of a finding of substantial assistance

Determination of the period of ineligibility to be suspended

1. Each case must be decided on its own facts. Although consistency is a virtue, correctness remains a higher one.
2. Substantial Assistance is an essential mechanism in the fight against doping. It is therefore important that the objective to encourage athletes, subject to the imposition of an ineligibility period, to come forward if they are aware of doping offences committed by other persons, is not undermined by an overly restrictive application of the provision. At the same time, however, it is important that “benefits” to athletes are not applied too lightly, without clear evidence of Substantial Assistance: the fight against doping is a serious matter, and only effective assistance in its pursuit can entitle an athlete to obtain a benefit with respect to the ineligibility period he/she has to serve for his/her anti-doping rule violation.
3. For Substantial Assistance to be found, it is not necessary that the information is in itself a sufficient basis to secure the finding of an anti-doping rule violation, but only for the bringing of a case – which means that there is a likelihood, and not necessarily a certainty, of a violation. Indeed, Substantial Assistance may also result in “discovering” an anti-doping rule violation – irrespective of its subsequent “establishment”, for which additional elements (such as a hearing of the accused) may be needed. In summary, concrete (and not merely speculative) information must be provided, which (at least) would be considered sufficient to bring a case – even though this information, however important, might need further corroboration in order to secure a finding against another person.
4. A finding of Substantial Assistance may only entail the suspension of a portion of the ineligibility period, and not the reduction of the sanction. In other words, the deciding body cannot directly impose a reduced sanction, it has to impose the full ineligibility period to be served for the anti-doping rule violation, and then suspend a portion of

such period.

5. **The criteria to be considered in the determination of the extent to which the otherwise applicable period of ineligibility may be suspended are i) the seriousness of the anti-doping rule violation; and ii) the significance of the Substantial Assistance rendered, provided however that iii) no more than three-quarters of the otherwise applicable period of ineligibility may be suspended. In connection with the seriousness of the anti-doping rule violation, any performance-enhancing benefit which the person providing Substantial Assistance may be likely to still enjoy must be considered, while in the assessment of the importance of the Substantial Assistance, a) the number of individuals implicated, b) the status of those individuals in the sport, c) whether a scheme of trafficking under Article 2.7 or administration under Article 2.8 of the WADC was involved, and d) whether the violation involved a substance or method which is not readily detectable in testing, are to be taken into account. As a general matter, the earlier in the results management process the Substantial Assistance is provided, the greater the percentage of the otherwise applicable period of ineligibility may be suspended. The maximum suspension of the ineligibility period shall only be applied in very exceptional cases.**

I. BACKGROUND

1. The World Anti-Doping Agency (“WADA” or the “Appellant”) is a Swiss private law foundation. Its seat is in Lausanne, Switzerland, and its headquarters are in Montreal, Canada. WADA was created in 1999 to promote, coordinate and monitor the fight against doping in sport in all its forms on the basis of the World Anti-Doping Code (the “WADC”), the core document which harmonizes anti-doping policies, rules and regulations around the world.
2. The Fédération Internationale de Football Association (“FIFA” or the “First Respondent”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the world governing body of international football. It exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and football players worldwide. FIFA adopted and implemented a set of Anti-Doping Regulations (the “FIFA ADR”) pursuant to the World Anti-Doping Code (“WADC”) to which FIFA is a signatory.
3. Mr Vladimir Obukhov (the “Player” or the “Second Respondent”) is a professional football player of Russian nationality born on 8 February 1992. At the time of the doping control, the Player was playing for Torpedo Moskow FC (“Torpedo” or the “Club”), a club affiliated to the Russian Football Union (“FUR”), the official governing body of the sport of football in the Russian Federation. FUR, in turn, is a member of the Fédération Internationale de Football Association (“FIFA”), the world governing body of football.
4. The First Respondent and the Second Respondent are collectively the “Respondents”. The Appellant and the Respondents are the “Parties”.

II. FACTUAL SUMMARY

5. Below is a summary of the main relevant facts, as submitted by the Parties in their written pleadings and/or adduced at the hearing. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.
6. On 20 March 2013, the Player underwent an out-of-competition doping control in Novogorsk (Russia). The sample collected was identified by code No. 2783469.
7. On 30 August 2013, the National Anti-Doping Laboratory – MSU of Moscow, reported in the Anti-Doping Administration Management System (“ADAMS”) a negative result for the sample under code No. 2783469.
8. On 11 March 2021, FIFA sent the Player, through the FUR, a “*Notification regarding a potential anti-doping rule violation*” as follows:

“your sample no. 2783469 was ... reported as a “negative” finding in ... ADAMS although having resulted in an adverse analytical finding (AAF) for the prohibited substance Methandienone (S1.1a, Exogenous Anabolic Androgenic Steroids (AAS)). There is compelling evidence that efforts were made to cover up this AAF by means of an “alternative disappearing positive methodology” (alternative DPM) and to get rid of traces regarding this cover up. ... The Raw Data of your sample in this case was assessed by an Independent Laboratory Expert who concluded that the sample should have been reported as an AAF. Also, WADA’s Intelligence and Investigation department concluded in its assessment that you have committed an anti-doping rule violation (ADRV), but by being a protected athlete, your sample was falsely reported as “negative” in ADAMS by the Moscow laboratory. ...

The presence of the above-mentioned prohibited substance in your sample constitutes a breach of the FIFA Anti-Doping Regulations (“FIFA ADR”) and may result in you being charged with an anti-doping rule violation of art. 7 FIFA ADR As a consequence you may be sanctioned with a period of ineligibility to play of four years if you cannot establish that the ADRV was not intentional

On receipt of this letter, you have the opportunity to admit the anti-doping rule violation and potentially benefit from a reduction of the otherwise applicable period of ineligibility, if the FIFA Disciplinary Committee decides that an anti-doping rule violation has been committed, and/or to provide substantial assistance in discovering or establishing other anti-doping rule violations as set out in article 24 par. 1 FIFA ADR.

You also have the opportunity to enter into a case resolution agreement as set out in art. 24 par. 5 FIFA ADR by admitting the anti-doping rule violation and agreeing to the consequences proposed to you by the FIFA Disciplinary Committee”.

9. On the same day, 11 March 2021, FIFA also notified another former player of Torpedo, Mr Ivan Knyazev, of a possible anti-doping rule violation relating to a sample collected on 28 May 2013, reported as negative by the Moscow Laboratory, although it had resulted in an adverse analytical finding for the prohibited substance Methandienone, *i.e.* the same substance as the one detected in the Player’s sample.

10. On 22 March 2021, the Player, in a letter to FIFA, admitted his anti-doping rule violation and expressed his intention to provide substantial assistance to FIFA pursuant to the FIFA ADR (“Substantial Assistance”: see § 91 below), as invited to do by FIFA in the notification of 11 March 2021. In that regard, the Player stated the following:

“... it is crucial to mention that the Player strongly believes that at the time of the events in question there was a sophisticated doping scheme at FC Torpedo Moscow, where the Player was employed at that time, which included the manipulations with the prohibited substances given to the football players by the team doctor and being covered by all the persons involved.

In this context, please note that the Player is willing to provide Substantial Assistance to FIFA as he possesses information which can result in discovering or bringing forward an anti-doping rule violation by another Person, in particular the doctor of FC Torpedo Moscow. Consequently, the Player hereby kindly requests FIFA to allow him to provide such information subject to a without-prejudice agreement. The Player is willing to fully cooperate with FIFA and FUR in order to expose the doping manipulations and those responsible”.

11. On 24 March 2021, FIFA informed the Player that disciplinary proceedings had been opened against him, for the potential breach of Article 17 of the FIFA Disciplinary Code (“FDC”). Noting the Player’s willingness to provide substantial assistance, FIFA invited him to provide in the following 20 days the relevant information mentioned in his communication (including corroborating evidence and documentation), as well as the conditions on which he was providing said substantial assistance, including a potential reduction of a possible suspension.
12. On 4 May 2021, the Player answered the FIFA invitation, requesting the FIFA Disciplinary Committee to reduce the otherwise applicable sanction and impose a six-month period of ineligibility for substantial assistance, on the basis of the following information (the “4 May Declaration”):

“FACTUAL CIRCUMSTANCES REGARDING SUBSTANTIAL ASSISTANCE

On 8 February 2013, the Player was loaned from FC Spartak, Moscow, to FC Torpedo, Moscow (“Club”). Since the beginning of his work with the Club the Player noticed that in FC Torpedo under the recommendations from the medical personnel all the players took huge amount of various medications. The Doctor of the Club, Dr. Alovskiy Vladimir Alexandrovich, (“Doctor”) explained the Player that the medications he prescribed were the vitamins.

Moreover, while being in the Doctor’s office, the Player noticed that the production and expiry dates on the medications he prescribed were erased manually.

On 9 February 2013, the Player went to the training camp in Turkey with the Club’s team.

Upon restart of the football season in the Football National League of Russia (“FNL”), the Player came back to the training facilities of the Club. The first game the Player participated in as a part of a new club’s squad was the match between FC Torpedo and FC Metallurg-Kusbass, which was held on 19 March 2013.

On 18 March 2013 – one day prior to the game – the Doctor asked the Player to come to the Doctor’s hotel room. In the hotel the Doctor ordered the Player to take about 10 medications and also get ready for the injections that the Doctor would perform. The Player was puzzled with such behavior and the whole situation, therefore he decided to ask the players of the Club whether the same happened on a regular basis. The players told him that the Doctor regularly performs such procedures with the players in the Club. The Player asked the Doctor to clarify which exact products were given to him. The Doctor replied that the medications were simple vitamins,

and the injections were the glucose matrix.

On 19 March 2013, in the morning prior to the game the Player alongside his teammates were ordered to drink an unidentified substance, which tasted like soap, and take three medicines following the Doctor's order. In the afternoon, the Doctor gave the Players some more medicine, which were as well not identified by the players of the Club. Following the above events, the Player took part in the match.

On 20 March 2013, the Player went to the training camp with the Youth Football National Team of Russia. Upon returning to the Club the Doctor continued giving the Player unidentified medications and performing the intravenous injections the day before a match as well as on the match-days. For that reasons, the Player's health condition deteriorated dramatically.

The Player repeatedly reiterated to the Doctor that the Player would like to cut the administration of the products and medicines given to him due to the negative impact on the Player's health. However, the Doctor warned the Player that taking the medicines given by the medical personnel of the Club was the Player's obligation under the employment contract. During the next visit to the Doctor, the Player refused to take any medicines or products from the Doctor. The Doctor replied that he would advise the Club's main coach about this situation and the Player would lose his right to play for the Club. Notwithstanding the blackmail and threats from the Doctor, the Player refused to administer anything prior to returning to the FC Spartak upon the end of the 2012/2013 football season.

The Player assumes on the above-mentioned grounds that Dr. Alovskiy committed an anti-doping rule violation and possessed the prohibited substances as well as gave them to the players of FC Torpedo including the Player and Mr. Ivan Knyazev.

The Player was never tested positive, was not sanctioned with ineligibility, or notified of any alleged ADRV prior and after the events in question.

SUBMISSIONS OF OTHER PLAYERS OF FC TORPEDO

During the conversations with the other players of FC Torpedo it turned out that the same set of events occurred to every player in the Club in 2013.

According to the players' written statements the Doctor gave all the players of the Club a various set of medical products.

The players testified that the Doctor gave them not only many different pills, but also he made injections with an unidentified substance.

The Player's recollections of the events in question are confirmed by the other players since they also remember the Doctor giving the players of the Club an unknown substance that tasted like soap the day before the game and right prior to the commencement of the match.

Therefore, all the players who testified were able to see the possibility that the medical personnel of the Club and in particular the Doctor, were giving the players prohibited substances on a regular basis.

It is evident from the facts outlined above, that in 2013 the Doctor, Vladimir Alovskiy, committed multiple ADRV's resulting in violation of art. 8 (Possession of Prohibited Substances) and art. 13 (Administration of a Prohibited Substance) of the 2012 edition of the FIFA Anti-Doping Regulations ("FIFA ADR").

THE INTERNAL INVESTIGATION REQUESTED FROM THE FUR

On 5 April 2021, the Player filed a request to the Football Union of Russia ("FUR") with the necessary information considering his certainty in the fact that the medical management of the FC Torpedo were guilty of possessing of the prohibited substances and deliberately giving to the players of FC Torpedo those substances due to its performance-enhancing effect.

Although the request was duly received by FUR and the internal investigation was commenced, the results of the investigation could not be provided in due time, i.e. until the expiry of the extension kindly provided to the Player by FIFA. Due to the fact that the period from 1 May until 10 May 2021 is declared as a period of non-business days in Russia, the Player expects to receive the information from FUR no earlier than on 11 May 2021.

Moreover, the Player kindly requests FIFA to take into consideration the fact that the ADRV was committed seven years before the Notification was sent and the present proceedings were opened. Due to this circumstances the possibility of gathering any tangible and solid evidence is limited, therefore the Player relies on the results of the internal investigation to be provided by FUR.

In this respect, the Player submits the present letter with the information he possesses at the moment and kindly requests FIFA to grant the time-limit through the 17 May 2021 to provide the results of the internal investigation conducted by FUR. ...”.

13. Attached to the 4 May Declaration, the Player submitted to FIFA written statements signed by three other former players of Torpedo. Their English translations read as follow:

- i. statement of Mr Nikita S. Bezlikhotnov:

“In the middle of 2012/2013 season, I moved to FC Torpedo Moscow. In this club, all the players, under the instructions of the medical personnel, took various medical products in large quantities, mainly the day before the match and immediately before the game (usually the club’s doctor gave the players an unknown substance that tasted like soap, as well as many different pills).

The club’s doctor, Alovskiy Vladimir Alexandrovich, explained to everyone that the medical products he prescribed were the vitamins, but he never told us the names of the medical products. Moreover, the other players of FC Torpedo and myself were regularly injected by Alovskiy V.A. with the substance he claimed to be the glucose matrix. I have never seen the packages of these medical products and injections, and to all the questions of the players about the exact formula of the medical products and injections Alovskiy V.A. did not answer anything in particular.

Considering the present events occurred with my teammates Vladimir Obukhov and Ivan Knyazev, I assume that the medical personnel could have given the players of FC Torpedo the prohibited substances”;

- ii. statement of Mr Vladimir V. Tatarchuk:

“In the middle of the 2012/2013 season, I moved to FC Torpedo Moscow. In this club, all the players, under the instructions of the medical personnel, took various medical products in large quantities, mainly the day before the match and immediately before the game (usually the club’s doctor gave the players an unknown substance that tasted like soap, as well as many different pills).

The club’s doctor, Alovskiy Vladimir Alexandrovich, explained to everyone that the medical products he prescribed were the vitamins, but he never told us the names of the medical products. Moreover, the other players of FC Torpedo and myself were regularly injected by Alovskiy V.A. with the substance he claimed to be the glucose matrix. I have never seen the packages of these medical products and injections, and to all the questions of the players about the exact formula of the medical products and injections Alovskiy V.A. did not answer anything in particular.

Considering the present events occurred with my teammates Vladimir Obukhov and Ivan Knyazev, I assume that the medical personnel could have given the players of FC Torpedo the prohibited substances”;

iii. statement of Mr Denis V. Skepskiy:

“In the season 2012/2013, I played for FC Torpedo Moscow. In this club, all the players, under the instructions of the medical personnel, took various medical products in large quantities, mainly the day before the match and immediately before the game (usually the club’s doctor gave the players an unknown substance that tasted like soap, as well as many different pills).

The club’s doctor, Alovskiy Vladimir Alexandrovich, explained to everyone that the medical products he prescribed were the vitamins, but he never told us the names of the medical products. Moreover, the other players of FC Torpedo and myself were regularly injected by Alovskiy V.A. with the substance he claimed to be the glucose matrix. I have never seen the packages of these medical products and injections, and to all the questions of the players about the exact formula of the medical products and injections Alovskiy V.A. did not answer anything in particular.

Considering the present events occurred with my teammates Vladimir Obukhov and Ivan Knyazev, I assume that the medical personnel could have given the players of FC Torpedo the prohibited substances”.

14. On 10 May 2021, FIFA informed the Player that his case would be submitted to the Disciplinary Committee for consideration and decision on 27 May 2021.
15. On 14 May 2021, the Player requested clarification regarding the Disciplinary Committee’s hearing scheduled for 27 May 2021.
16. On 17 May 2021, the Player transmitted to FIFA a letter of the same date from FUR, regarding the results of the investigation it had conducted, which reads (in its English translation) as follows:

“The employees of the Game Integrity Department interviewed Alovskiy Vladimir Alexandrovich, born on 09.01.1952, during the interview it was revealed that he currently works as a doctor at the Sports School of the Football Club Torpedo and previously used to work as a doctor at Torpedo Football Club, where he held various positions.

In 2013, Alovskiy, V. A. was the main doctor the Football Club Torpedo, where he was responsible for the medical examination of the players, treatment of injuries, as well as for the sports pharmacology of the team in terms of the purchase, prescription, and control of the usage of medications by football players.

Besides Alovskiy V. A., the medical staff of the Football Club Torpedo in 2013 included two more people: doctor Proyaev Anatoly Semenovich and massage therapist Zavgorodnev Aleksey Borisovich. Later, another doctor joined the medical staff of the club: Grishanov Andrey Vikentievich. The medical staff of the Football Club Torpedo was subordinated to the head coach, as well as to the Club’s president.

According to Alovskiy V. A., all the medications were purchased pursuant to the list (statement), which was compiled by the doctors of the club, specifically with the involvement of Alovskiy V. A. himself. He does not possess those lists any longer. The medications were purchased by the Club’s employees in specialized sports pharmacies, however, Alovskiy V. A. failed to give an example of the names of such pharmacies.

According to Alovskiy, the team’s football players were given intravenous injections once a week in an acceptable dosage of 100 ml, which included the following substances: glucose, neoton, normal saline, multivitamins. Alovskiy conducted the procedure himself, controlled the dosage of substances and wrote down all the information. However, he did not keep those records.

As to the substance called methandienone (anabolic steroid) found in the doping sample of Obukhov V. B. and

Knyazev I. E., Alovskiy V. A. argued that he did not know how this substance could get into the system of the aforementioned football players. He claims that he did not give any instructions to prescribe this medicine to the football players.

In addition, Alovskiy assumed that the prohibited products could have been prescribed to the football players by doctor Proyaev A. S., or doctor Grishanov A. V., who joined the Club later, since they had the opportunity to administer medications to the football players of the Club without prior approval of the rest of the medical staff. Alovskiy also admitted that the players could have taken the prohibited products on their own.

The FUR (Football Union of Russia) has made several attempts to talk to the doctors Proyaev A. S. and Grishanov A. V., who were mentioned by Alovskiy, but both refused to appear in FUR and provide any information”.

17. On 18 May 2021, FIFA informed the Player that the Disciplinary Committee, at the meeting scheduled on 27 May 2021, would deal specifically with the issue of substantial assistance, and would not decide on the Player’s anti-doping rule violation and the corresponding consequences.
18. On 27 May 2021, the FIFA Disciplinary Committee decided that the Player had provided complete and credible substantial assistance regarding his case and considered that an effective suspension of six months, as proposed by the Player, remained within the acceptable range in the light of the specific circumstances of this case in accordance with the applicable FIFA ADR. As a result, the Disciplinary Committee determined that both the Player and FIFA sign a cooperation agreement, to be thereafter validated by the FIFA Disciplinary Committee, to confirm that the conditions for providing complete and credible substantial assistance had been met and that an effective suspension of six months was within the reasonable range in this matter.
19. On 1 June 2021, FIFA informed the Player of the decision of the Disciplinary Committee of 27 May 2021.
20. On 2 June 2021, the Player agreed to sign a cooperation agreement and accepted the imposition of a sanction in the form of a six-month period of ineligibility.
21. On 3 June 2021, the FIFA Disciplinary Committee issued a decision in the case concerning Mr Ivan Knyazev (see § 9 above), finding him responsible for a violation of Article 17 of the Disciplinary Code and of Article 7 of the FIFA ADR, and imposing on him a period of ineligibility of 24 months.
22. On 4 June 2021, the Disciplinary Committee provisionally suspended the Player in order to avoid any irreparable harm that might be caused to him by any delay in the negotiation and conclusion of the cooperation agreement.
23. On 11 June 2021, a cooperation agreement (the “Cooperation Agreement”) was signed between FIFA and the Player. The Cooperation Agreement reads, in the relevant portions, as follows:

“1 Subject Matter of the Agreement

1.1 FIFA has taken note of the Player’s willingness to fully cooperate with FIFA and to provide substantial

assistance under article 24 of the FIFA ADR (2021 edition).

- 1.2 *The Player has brought forward the following evidence to date ...:*
- *Letter from 4 May 2021 regarding the former team doctor of FC Torpedo Moscow, Dr Vladimir Alexandrovich Alovskiy;*
 - *Written statements from the Player's former teammates (Nikita Bezlikhotnov, Vladimir Tatarbuk and Denis Skepskiy) confirming the Player's claims;*
 - *Letter of the Football Union of Russia dated 14 May 2021 regarding international investigations.*
- 1.3 *After assessment of the above, and subject to the conditions set out in clause 2 below and the applicable articles of the FIFA ADR, FIFA agrees to reduce the otherwise applicable period of ineligibility of two (2) years regarding the anti-doping rule violation committed by the Player, on the basis of substantial assistance, to six (6) months. The start of the period of ineligibility is hereby set to 2 June 2021, thus taking into account the amount of time the Player has already served while being provisionally suspended. The period of ineligibility will therefore end on 2 December 2021.*

2 Conditions

- 2.1 *Based on article 20 paragraph 1 of the FIFA ADR (2012 edition), information provided by the Player can be qualified as substantial assistance if it leads to one or more of the following scenarios:*
- *FIFA, an association or other anti-doping organisation discovering or establishing an anti-doping rule violation by another person;*
 - *A criminal or disciplinary body discovering or establishing a criminal offence or a breach of professional rules by another person.*
- 2.2 *The Player must fully disclose all information that he possesses in relation to the anti-doping rule violation(s) for which he seeks to provide substantial assistance. FIFA retains the right to reinstate the otherwise applicable full period of ineligibility unless it is satisfied that the Player has provided total and frank disclosure of all of the facts surrounding the anti-doping rule violation committed by the individuals referred to in clause 1.2 above.*
- 2.3 *The information provided by the Player under this Agreement must be credible and must constitute an important part of any case or proceeding which is initiated or, if no case is initiated, must have provided a sufficient basis upon which such a case or proceeding could have been brought.*
- 2.4 *The Player must fully cooperate with the investigation and adjudication of any case or matter relating to the information he provides, including, but not limited to, presenting testimony at a hearing if requested to do so by FIFA or a hearing panel. The Player hereby explicitly acknowledges that any refusal to fully cooperate, in particular to provide testimony will result in FIFA reinstating the otherwise applicable period of ineligibility of two (2) years.*
- 2.5 *The Player is required to continue providing all information in his possession or knowledge to further support possible investigations into anti-doping rule violations initiated as a consequence of that information. ...*

4 Agreement Term and Termination

- 4.1 *This Agreement enters into force on 2 June 2021 and will terminate automatically after six (6) months on 2 December 2021.*
- 4.2 *This Agreement may furthermore be terminated by FIFA with immediate effect in writing in case the Player is in breach of any of its obligations under this Agreement and/or the applicable regulatory*

framework, and fails to remedy such breach (if capable of remedy) within five (5) days of the date on which it receives written notice from the other party requiring such breach to be remedied. ...

6 Miscellaneous ...

6.3 *This Agreement shall be governed by and interpreted in accordance with the substantive laws of Switzerland, any choice of law principles and the Vienna Convention on the International Sale of Goods (CISG) being expressly excluded.*

6.4 *All disputes in connection with this Agreement, including disputes relating to its conclusion, binding effect, amendment, breach or termination, shall be promptly settled between the Parties by negotiation. If no solution can be reached, such disputes shall be exclusively resolved by the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland”.*

24. On 14 July 2021, the FIFA Disciplinary Committee issued a decision (the “Decision”) as follows:

- “1. *Mr Obukhov is declared ineligible for a period of six months starting from 2 June 2021 until 2 December 2021.*
2. *The Cooperation Agreement signed by Mr Obukhov and FIFA is hereby ratified by the Disciplinary Committee and its terms are incorporated into this decision”.*

25. On 20 August 2021, FIFA transmitted the Decision to WADA.

26. On 8 September 2021, WADA filed with the Court of Arbitration for Sport (“CAS”) its Statement of Appeal to challenge the Decision.

27. On 9 November 2021, FIFA, in a letter to the Player, invited him to supplement the already provided information. In particular, FIFA underlined that:

“providing further information to the following questions would be vital:

- *Are you in possession of any documents, pictures, chat protocols which would allow to support your allegations against the player support personnel of FC Torpedo Moscow?*
- *Can you name any additional witnesses willing to testify and/ or provide statements from those witnesses regarding the incidents you described?*
- *Do you have any additional recollections of the “substance which tasted like soap”, such as any indications as which substance could have been used and how it was administered to you?*
- *Any additional assistance you would like to offer in this case?”.*

28. On 26 November 2021, the Player wrote to FIFA to provide some additional information, as follows:

I. Documents, pictures, chat protocols to support the information provided by the Player

Regarding any documents, pictures, chat protocols and other evidence which could support the information provided by the Player, it is crucial to indicate the following.

It has been eight years since the Player’s doping test and the events in question. The Player cannot even remember

by now if he had a WhatsApp or any other messengers on his phone at that time. It is obvious that even if yes, none of the conversations could be preserved for such a long period of time.

Same applies to the pictures or documents. Even Dr. Alonskiy Vladimir Alexandrovich (“Doctor”) in his testimony in front of FUR mentioned that the records of all the medications he was administering to the players of the Football Club Torpedo (“Club”, “FC Torpedo”) went missing now. If the Doctor, whose direct responsibility was to take record of everything related to the medical issues in the Club, failed to preserve his records, it is unclear how this could be expected from the Player.

Therefore, even the Player has already proved that he is fully committed to providing any possible assistance, his hands are tied in this particular area.

II. Additional witnesses

Following your request to name any additional witnesses and/ or provide statements from them, please be advised that the Player obtained witness statements from three more people. Please find enclosed written statements of former FC Torpedo football players Denis Voynov, Denis Bolshakov and Vladimir Ponomarev.

The crucial statement in this respect is the written statement of Mr Voynov, who testified that many players in FC Torpedo at that time were suspicious of the Doctor. Mr Voynov also stated that the players were trying to find any possible way to avoid taking the medications that the Doctor was administering to them.

Moreover, Mr Voynov confirmed that the Doctor was hiding the information on the exact names of the medications which he and the medical personnel of the Club were administering to the players.

Second, the Player’s counsel, Mr Yury Zaytsev, reached out to other former players of the Club. Most of the players who eventually decided to provide written statements on the present matter are the players who finished their sporting career as professionals. However, the ones who are still active as football players or decided to continue working in the football sphere as coaches, for example, refused to provide any written statements and only spoke to Mr Zaytsev personally.

In this regard, for confidentiality reasons, we are unable to disclose the names of those former Club’s players. However, all of them confirmed the information stated in the written statements provided now and at the earlier stages.

The players orally confirmed that the Doctor and the medical personnel of the Club had never answered their questions on the names of medications they were given. They also confirmed that many players were trying to avoid ingesting some medications administered to them by the Doctor, but the Doctor claimed that it was obligatory and that they should not decide on what was best for the players.

III. Additional recollections of the “substance which tasted like soap”

As it was outlined in the written statement of Mr Denis Voynov, there was a significant mistrust towards the Doctor in the Club’s squad. The players were suspicious of the medications that the Doctor was administering to them.

Suspicion leads to questions that needed to be answered. However, the Doctor either refused to answer the players’ questions, or told them that they were being administered with vitamins and the injections contained glucose matrix, but the players were not provided with proof of his words.

The players questioned the Doctor more and more and decided that it would be safer for them to avoid ingesting the pills given by the Doctor. Although taking all the pills and having injections was obligatory for players of the Club, the players tried to find a workaround in such situation.

As the players never saw the packages of the pills or substances, they were also trying to sort out the question of which of the medications could potentially endanger their health.

The “substance which tasted like soap” was the one which the players of the Club questioned the most.

The players have never tried anything that tasted the same. The substance was nothing like regular pills or supplements for athletes. As the players had no opportunity to find out which exact supplement or medication it was, they paid more attention to its odd taste. This is the reason why the players remembered this substance better than any other.

IV. Any additional assistance

The Player did his best to obtain the most valuable information regardless of the circumstances. After 8 years since the events in question, it is almost impossible to collect more data or provide any evidence of the doping scheme in the Club.

However, the facts provided and especially the written statements of other former FC Torpedo players leave no other choice but to conclude – the Doctor and the medical staff of the Club were administering prohibited substances to the players. The players were too young to find courage and possibilities to confront the Doctor, who was not only one of the key figures in the Club but also had close connections with the Club’s administration. Therefore, even though many people in the Club knew or at least suspected that the players of the Club were administered with prohibited substances, finding evidence after 8 years is extremely hard. Most people who were directly involved in administration of doping to the players of the Club would not testify or provide any information, which is obvious.

Moreover, the Player had a conflict with the Doctor. He was one of the players who asked questions about substances administered to them and expressed his will to terminate usage of the medications.

Consequently, the Player made every effort to obtain possible evidence and disclose the doping scheme within the Club covered and performed by the Doctor and the medical personnel. However, given the circumstances, it is clear that any organization having power and administrative resources for conducting a thorough investigation would definitely have better chances to succeed in this undertaking”.

29. The Player’s letter had attached three written statements of former players of Torpedo, which, in their English translations, read as follow:

- i. a statement of Mr Denis V. Voynov:

“In 2013, I joined FC Torpedo, Moscow.

At that moment, Alovskiy Vladimir Aleksandrovich was a team doctor in FC Torpedo and was responsible for medical treatment of the players and their recovery after the training sessions and injuries.

While working with us, Dr. Alovskiy was giving me and other players of the team a lot of different medications and made injections. Most frequently it used to happen the day before games and on matchdays.

The doctor used to tell us that he was giving us vitamins and that injections contained the glucose matrix. When asked for a clarification about the exact names of the pills and substances we were taking and what was being injected, he used to answer similarly. Dr. Alovskiy said that the names of the medications would not mean anything to us, and our task was to follow his instructions and not to ask unnecessary questions.

Using everything given to us by Dr. Alovskiy was obligatory for the players of FC Torpedo. However, there was a mistrust towards the doctor among the team squad. The players considered that Dr. Alovskiy was not a specialist whose opinion and methods of treatment were reliable. The players were not sure that the medications given by the doctor were safe for their health. Many players were trying to avoid using at

least some medications given by Dr. Alovskiy through deception.

Considering the abovementioned and what happened to Vladimir Obukhov and Ivan Knyazev, I suggest that accusation of the medical personnel of FC Torpedo and personally Alovskiy V.A. in administering the prohibited substances to the players is justified”;

- ii. a statement of Mr Denis A. Bolshakov:

“From 2011, I played for FC Torpedo.

In 2013, Alovskiy Vladimir Aleksandrovich was a team doctor. His duties included selection and prescription of the different medications to the players of FC Torpedo. Dr. Alovskiy was giving pills to the players and made injections. The players of FC Torpedo were supposed to take most of the medications the day before games and on matchdays.

To the questions of some players of the team about the exact names of the pills they were administered and the medication contained in the injections, Dr. Alovskiy used to reply that he was giving vitamins to the players of FC Torpedo and that the injections contained the glucose matrix.

Hereby I confirm that the present statement is based on my perception of what was going on in FC Torpedo in the abovementioned period”;

- iii. a statement of Mr Vladimir S. Ponomarev:

“In 2012/2013 season I played for FC Torpedo.

At that moment, Alovskiy Vladimir Aleksandrovich was a team doctor in FC Torpedo. Many years have passed since the events in question, but I can state that the medical staff of FC Torpedo was making intravenous injections to us. The intravenous injections were made the day before each match, before the games.

I asked Dr. Alovskiy and the medical staff about which medications they were administering to us. As an answer to my questions, I was told that the injections consist of a glucose matrix. As far as I know, various other medications were often added with a syringe to such injections with a glucose matrix. I was told that Actovegin was added to our injections.

However, Dr. Alovskiy did not show us the packages of the medications he used. Accordingly, I cannot state that prohibited substances were not added to the injections.

Hereby I confirm that the present statement is based on my perception of what was going on in FC Torpedo in the abovementioned period”.

III. PROCEDURE BEFORE THE COURT OF ARBITRATION FOR SPORT

30. On 8 September 2021, WADA lodged with the CAS Court Office a Statement of Appeal pursuant to Article R47 of the CAS Code of Sports-related Arbitration (the “CAS Code”) to challenge the Decision. In its Statement of Appeal, WADA requested that the appeal be adjudicated by a sole arbitrator.
31. On 13 September 2021, the CAS Court Office notified the Respondents of the Appeal filed by WADA, inviting them *inter alia* to state their position as to the request of the Appellant that the case be submitted to a sole arbitrator.

32. On 20 September 2021, FIFA informed the CAS Court Office of its agreement to refer the present matter to a sole arbitrator *“as long as he/she is selected from the football list”*.
33. On 29 September 2021, the Player advised the CAS Court Office that he did not agree to the appointment of a sole arbitrator and requested that the case be submitted to a panel of three arbitrators, in light of the complexity of the matter and its significant impact on his professional career.
34. On 5 October 2021, the Parties were informed that the President of the CAS Appeals Arbitration Division had decided to submit the present procedure to a panel of three arbitrators. As a result, the Appellant was invited to appoint an arbitrator from the CAS list.
35. On 14 October 2021, the Appellant appointed The Hon. Dr Annabelle Claire Bennett as an arbitrator.
36. On 18 October 2021, the Appellant lodged its Appeal Brief pursuant to Article R51 of the CAS Code.
37. On 19 October 2021, the CAS Court Office invited the Respondents to jointly nominate an arbitrator.
38. On 28 October 2021, the Second Respondent suggested the appointment of Mr Michele A.R. Bernasconi as an arbitrator.
39. On 11 November 2021, the Parties were informed that Mr Michele A.R. Bernasconi had declined his nomination as an arbitrator. The Respondents were therefore invited to designate another arbitrator.
40. On 19 November 2021, the Second Respondent proposed Mr Manfred Peter Nan as the arbitrator to be nominated by the Respondents.
41. On 30 November 2021, the Respondents filed their respective Answer to the appeal, pursuant to Article R55 of the CAS Code.
42. On 8 December 2021, the CAS Court Office noted that the First Respondent had not objected to the Second Respondent’s proposal to designate Mr Manfred Peter Nan as the arbitrator to be nominated by the Respondents.
43. On 2 February 2022, the CAS Court Office informed the Parties, on behalf of the President of the CAS Appeals Arbitration Division, that the Panel had been constituted as follows: Prof. Luigi Fumagalli, President; The Hon. Dr Annabelle Claire Bennett and Mr Manfred Peter Nan, Arbitrators.
44. On 28 February 2022, the CAS Court Office informed the Parties that the hearing would be held by video-link on 17 March 2022.
45. On 1 March 2022, the CAS Court Office issued, on behalf of the President of the Panel, an

order of procedure (the “Order of Procedure”), which was signed by the Appellant on 8 March 2022, by the First Respondent on 1 March 2022 and by the Second Respondent on 8 March 2022.

46. On 16 March 2022, the Second Respondent submitted a personal written statement.
47. A hearing was held on 17 March 2022 by video link. The Panel was assisted by Ms Andrea Sherpa-Zimmermann, Counsel to the CAS. The Panel was joined at the hearing:
 - i. for the Appellant: by Mr Ross Wenzel, WADA General Counsel, and Mr Anton Sotir, Attorney-at-Law;
 - ii. for the First Respondent: by Mr Miguel Liétard, Director of the FIFA Litigation Department, and Mr Roberto Nájera Reyes, Senior Legal Counsel at the FIFA Litigation Department;
 - iii. for the Second Respondent: by Mr Sergey Lysenko and Ms Daria Lukienko Lysenko, Attorneys-at-Law.
48. At the hearing, as a preliminary matter, the Parties confirmed that they had no objection as to the appointment of the Panel and the holding of the hearing by video connection. The Parties, then, made submissions in support of their respective cases.
49. At the conclusion of the hearing the Parties confirmed that they had no objections in respect of their right to be heard and to be treated equally in the arbitration proceedings.

IV. THE POSITION OF THE PARTIES

50. The following outline is illustrative only. As a result, it does not necessarily comprise every contention put forward by the Parties. The Panel, indeed, has carefully considered all of the submissions made by the Parties, even if there is no specific reference to those submissions in the following summary.

A. The Position of the Appellant

51. In its Statement of Appeal, the Appellant sought the following relief:
 - “1. *The appeal of WADA is admissible.*
 2. *The decision dated 14 July 2021 rendered by the FIFA Disciplinary Committee in the matter of Vladimir Obukhov (Decision FDD-7835) is set aside.*
 3. *Vladimir Obukhov is found to have committed an anti-doping rule violation.*
 4. *Vladimir Obukhov is sanctioned with a two-year period of ineligibility starting on the date on which the CAS award enters into force. Any period of provisional suspension or ineligibility effectively served by Vladimir Obukhov before the entry into force of the CAS award shall be credited against the total period of ineligibility to be served.*
 5. *The arbitration costs, if any, shall be borne by FIFA or, in the alternative, by the Respondents jointly*

and severally.

6. *WADA is granted a significant contribution to its legal and other costs”.*
52. Such requests were confirmed in the Appeal Brief.
53. In support of its appeal, WADA submits that in this case there is no dispute that the Player committed an anti-doping rule violation attracting a period of ineligibility of two years, as per Article 14 of the 2012 version of the FIFA ADR (the “2012 FIFA ADR”), applicable *ratione temporis*. The only issue to be decided within these appeal proceedings is whether any part of the applicable two-year period of ineligibility could be suspended based on the Substantial Assistance provision set by the 2012 FIFA ADR. WADA submits that this should be answered in the negative. Therefore, it requests the Panel to set aside the Decision and impose on the Player a period of ineligibility of two years.
54. WADA underlines that when an athlete provides Substantial Assistance which results in (i) the anti-doping organisation discovering or bringing forward an anti-doping rule violation by another person, or (ii) which results in a criminal or disciplinary body discovering or bringing forward a criminal offense or the breach of professional rules committed by another person, the anti-doping organisation may suspend part of the otherwise applicable period of ineligibility. The extent to which the otherwise applicable period of ineligibility may be suspended shall be based (i) on the seriousness of the ADRV committed by the athlete and (ii) the significance of the Substantial Assistance provided by the athlete to the effort to eliminate doping in sport.
55. In WADA’s opinion, FIFA made at least three clear errors in the case of the Player:
 - i. FIFA found that there was Substantial Assistance based on mere speculation that was plainly not sufficient to initiate, still less successfully prosecute, an anti-doping rule violation (or any other) case against another person or persons. In fact, the Player’s information did not indicate (still less prove) that an anti-doping rule violation had been committed. The Player and his former teammates merely speculated in view of the circumstances described that the Club’s doctor (Dr Vladimir Alovskiy: the “Doctor”) administered prohibited substances or methods to them. There is not “*a jot*” of actual evidence. Indeed, no charge has been brought, based on the Player’s information, against the Doctor (or anyone else). In order to amount to Substantial Assistance, the information provided by the Player would have to be sufficient, on its own, to sustain a charge against the Doctor. It was not and this is why no charge has been brought against the Doctor. In addition, if speculation as to the possible source of one’s own anti-doping rule violation were sufficient to amount to Substantial Assistance, any athlete could obtain a suspension of part of their period of ineligibility. This would undermine the sanction regime provided for in the WADC and would be a severe blow to the fight against doping in sport;
 - ii. FIFA decided to “reduce” as opposed to “suspend” part of the period of ineligibility. This is simply not permitted under the WADC or the 2012 FIFA ADR, which only allow for the suspension of part of the ineligibility, subject to later reinstatement if the athlete ceases to co-operate with any related case;

- iii. FIFA applied the maximum possible “reduction” of 75% in respect of information that was entirely speculative in nature, unsupported by concrete evidence and has proven to be useless. In other words, the Player is not entitled to the maximum possible reduction, keeping in mind the two criteria to be applied in the assessment of the measure of “suspension” to be granted:
 - a. the “*Seriousness of the Anti-Doping Rule Violation*”. The Player has failed to adduce any concrete evidence to establish the source of the prohibited substance in his system. He has merely speculated that it might have something to do with the Doctor. Even on his own (unsubstantiated) case, the Player was totally reckless as to what substances were being administered to him;
 - b. the “*Value of the Substantial Assistance Provided*”. The information provided by the Player has not led to any anti-doping rule violation being imposed or charged. Therefore, the Player’s assistance, however well intentioned, has proved to be entirely useless. In any event, the (speculative) allegations related only to one person, viz. the Doctor. However, FIFA saw fit to reduce the period of ineligibility by 18 months, equating to 75% of the sanction. An application of the maximum 75% reductions is extremely rare, if not unprecedented, and is out of all proportion to the value of the information, which, in fact, has transpired to be without any concrete value.

B. The Position of the Respondents

B.1 The Position of the First Respondent

56. In its Answer, the First Respondent requested the CAS to:

- (a) *reject the Appellant’s appeal in its entirety;*
- (b) *confirm the decision FDD-7835 rendered by the Disciplinary Committee on 14 July 2021;*
- (c) *order the Appellant to bear any costs incurred with the present procedure;*
- (d) *order the Appellant to make a contribution to FIFA’s legal costs”.*

57. In support of its request that the Appeal be dismissed, FIFA submits that the Decision was correctly adopted, with full regard for the specificities of the case and with a sanction that is just and proportionate.

58. According to FIFA, the information provided by the Player is to be considered Substantial Assistance as it helped to establish the facts of another player’s anti-doping rule violation (*i.e.*, of Mr Ivan Knyazev), who also played for Torpedo when his doping sample was collected. Furthermore, the information brought by the Player helped FIFA discover a (potential) anti-doping rule violation committed by the Doctor. However, although the Player provided valuable information, FIFA could not initiate proceedings against the Doctor because the facts described by the Player occurred more than 8 years ago (*i.e.*, beyond the prosecution period established in the FIFA Disciplinary Code). Notwithstanding this limitation, the information provided by the Player is still to be considered as Substantial Assistance as per its definition in the 2012 FIFA ADR. Moreover, thanks to the evidence and actions of the Player, the RFU

initiated an investigation against the Doctor. In light of these circumstances, the evidence and information given by the Player met the requirements to be considered as Substantial Assistance as per Article 20 of the 2012 FIFA ADR.

59. Secondly, the debate relating to the “reduction” or the “suspension” of the sanction is purely semantic, and is immaterial to the case at hand. In particular, FIFA considers that the important issue was to impose a proportionate period of ineligibility on the Player and, after considering the circumstances of the case, the Disciplinary Committee considered it appropriate to set an effective period of six months. Moreover, FIFA reserved its rights to reinstate the otherwise applicable 2-year period of ineligibility if the Player did not fully cooperate with FIFA (or with other authority) in relation to the facts provided in the Substantial Assistance, thus serving the underlying purpose of the provision.
60. Finally, the Appellant has not taken into account all the peculiarities of this case, which confirms that the sanction imposed on the Player is in fact appropriate and proportionate. Specifically, the doping control occurred more than 8 years ago and the anti-doping rule violation was arguably close to (if not exceeding) the statute of limitations. Even under these circumstances, the Player immediately accepted the violation and provided effective assistance to FIFA in a disinterested manner. Furthermore, although FIFA considers that the Player was reckless in accepting the substances provided by the Doctor, it is understandable that he trusted him, because he was young and had just joined the Club. Lastly, FIFA considers that the impact of the sanction should be assessed taking into account the current age and situation of the Player. In short, according to FIFA, any longer period of the Player’s ineligibility would violate the principle of proportionality.

B.2 The Position of the Second Respondent

61. In his Answer, the Second Respondent requested CAS to rule as follows:

- “1) *The appeal filed by the World Anti-Doping Agency is dismissed.*
 - 2) *The decision dated 14 July 2021 issued by the FIFA Disciplinary Committee in the case Ref. No. FDD-7835 is upheld.*
Or, alternatively,
 - 1) *The appeal filed by the World Anti-Doping Agency is upheld partially.*
 - 2) *The decision dated 14 July 2021 issued by the FIFA Disciplinary Committee in the case Ref. No. FDD-7835 is modified so that Mr Vladimir Obukhov is sanctioned with a period of ineligibility from 6 months to 2 years at the Panel’s discretion.*
Or, alternatively,
 - 1) *The appeal filed by the World Anti-Doping Agency is upheld partially.*
 - 2) *The decision dated 14 July 2021 issued by the FIFA Disciplinary Committee in the case Ref. No. FDD-7835 is annulled and the case is referred back to the FIFA Disciplinary Committee for a new decision on the merits of Mr Vladimir Obukhov’s anti-doping rule violation.*
- In any case:*
- 3) *The World Anti-Doping Agency shall bear all arbitration costs of the present proceedings, if any.*

- 4) *The World Anti-Doping Agency shall pay to Mr Vladimir Obukhov a contribution towards his legal and other costs incurred in connection with the current proceedings, in an amount determined at the Panel's discretion*".
62. The primary case of the Player is that the Decision was correct and should therefore be confirmed.
63. In that regard, the Player maintains that it is clear from the factual background of the case that he duly provided information qualifying as Substantial Assistance, on the basis of which FIFA discovered an anti-doping rule violation by another person and thus was entitled to suspend the Player's period of ineligibility. In fact, the Player met all of the obligations and made every effort to disclose the doping scheme within the Club.
64. First, as per the Substantial Assistance definition (an athlete shall "*fully disclose in a signed written statement all information he or she possesses*"), the Player provided a lengthy written statement with the information he possessed in a most detailed way possible. The Player outlined the events prior to sample collection according to his recollections of said events, voluntarily and in a timely manner, *i.e.* immediately after he received the notification of a potential anti-doping rule violation on 11 March 2021. Moreover, the Player obtained the written statements from three other former Club's players, who confirmed the information provided by the Player and disclosed further details from their perspectives.
65. Second, the Player "*fully cooperate[d] with the investigation and adjudication of any case or matter related to that information*" when, on 9 November 2021, FIFA requested additional information regarding the Player's previous assistance: the Player, acting in good faith and willing to stay fully committed to justice and fight against doping, did his utmost to obtain more evidence as requested by FIFA. Unfortunately, the Player's options to provide more information were considerably limited by the lack of administrative power and the considerable amount of time that had passed since the anti-doping rule violation. The Player is not to be blamed because eight years after the anti-doping rule violation he could not obtain "actual" evidence which would satisfy the Appellant. The Player helped in discovering an anti-doping rule violation with his request for the conduct of an internal investigation submitted to FUR. He provided all of the information he had to FUR to initiate proceedings against the Doctor and medical personnel of the Club. The "*discovering or establishing an ADRV by another Person*" as per Article 20 par. 1 of the 2012 FIFA ADR does not fall within the Player's competence. The information provided by the Player was sufficient to initiate a case. Moreover, following the Player's request, FUR actually started an internal investigation within the Club, which once again proved that the Player provided detailed and thorough testimony. It is hard to imagine that FUR would start an investigation having only insignificant and questionable information. Although the internal investigation did not lead to the opening of disciplinary proceedings, the Player should not suffer from this outcome, as it is completely out of his control.
66. Considering all the above, FIFA, acting in its discretion, rightfully concluded that the Player provided credible Substantial Assistance and was subject to suspension of the otherwise applicable period of ineligibility under the 2012 FIFA ADR.

67. In any case, FIFA had a discretion as to the terms of the Cooperation Agreement and the determination of the sanction. As recognized in a precedent (CAS 2017/A/5000), CAS will only reassess the period of reduction if the decision on Substantial Assistance is evidently and grossly disproportionate to the offence, which it is not in this case. In fact, the Player's offence cannot be considered as serious. The Player has obviously fallen victim to the doping scheme within the Club orchestrated by the Doctor, when he was young and inexperienced. The Player did not have any intention to commit an anti-doping rule violation and did not gain any advantage relating to his sports performance. The assistance provided was substantial: FUR initiated an investigation based on the information provided by the Player, which alone served as a sufficient basis to discover an anti-doping rule violation of the Doctor, even though the further establishment and the bringing of charges against him proved to be impossible, mainly because a very significant amount of time has already passed. As a result, the application of the maximum suspension of consequences to the Player is absolutely justified and reasonable.
68. In that context, the distinction between "suspension" and "reduction" is irrelevant and represents a clear example of excessive formalism. In any case, the specific wording used cannot be considered a basis for its annulment or modification, as it does not in any way affect the substance of the Decision, which is in line with the applicable regulations.
69. In summary, there is no legal or factual basis to annul or modify the Decision and impose a different sanction upon the Player. FIFA rightfully exercised its discretionary power by concluding that the information provided by the Player qualified as Substantial Assistance which required the maximum suspension of the otherwise applicable sanction.
70. As his secondary case, the Player requests that, in the unlikely case that the Panel agrees with the Appellant that the Substantial Assistance provided by the Player was not sufficient to qualify for the maximum suspension of the otherwise applicable period, the Panel imposes the sanction which it deems fit, within the range of 6 months to 2 years of ineligibility.
71. In the alternative, in case the Panel decides to annul the Decision, finding that the provision on Substantial Assistance cannot be applied, the Player submits that the Panel should refer the case back to the first instance, on the basis of Article R57 of the CAS Code, for separate proceedings to be conducted on the merits of the anti-doping rule violation, where the Player would have the right to be heard.

V. JURISDICTION

72. The jurisdiction of the CAS, based of Articles 58 of the FIFA Statutes, is not disputed by the Parties and has been confirmed by the signature of the Order of Procedure.
73. Therefore, the CAS has jurisdiction to decide the present dispute between the Parties.

VI. ADMISSIBILITY

74. The admissibility of the Appeal is not challenged. The Statement of Appeal also complied with

the requirements of Articles R47, R48 and R64.1 of the CAS Code, including the payment of the CAS Court Office fee.

75. It follows that the Appeal is admissible.

VII. APPLICABLE LAW

76. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

77. Pursuant to Article 56(2) of the FIFA Statutes:

“[t]he provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and additionally, Swiss law”.

78. In view of the foregoing, the Panel finds that the regulations of FIFA, and chiefly the FIFA ADR, are primarily applicable. Swiss law applies subsidiarily, should the need arise to fill a possible gap in the various regulations of FIFA.

VIII. MERITS OF THE APPEAL

79. The subject of this arbitration is the Decision, which ratified the Cooperation Agreement and imposed on the Player a period of six months of ineligibility from 2 June 2021 to 2 December 2021. In the Cooperation Agreement FIFA had agreed to reduce the otherwise applicable period of ineligibility of two years for the Player’s anti-doping rule violation, on the basis of the Substantial Assistance provided by the Player. WADA disputes the Decision and requests the Panel to set it aside and declare the Player ineligible for two years.

80. In light of the Parties’ submissions and requests, the Panel has to examine the following issues:

- i. did the Player provide Substantial Assistance within the meaning of the FIFA ADR?
- ii. if he did, is the Player entitled to a “reduction” or to a “suspension” of the otherwise applicable ineligibility period? If so, in what measure?
- iii. if he did not, what are the consequences to be drawn?

81. Before addressing the mentioned issues, however, some preliminary points are to be made.

82. The first point concerns the burden of proof, to be determined pursuant to Article 8 of the Swiss Civil Code:

“Chaque partie doit, si la loi ne prescrit le contraire, prouver les faits qu’elle allègue pour en déduire son droit”.

[Translation: “Unless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right”].

83. Such principle, in fact, also applies in CAS proceedings (see for instance CAS 96/159 & 96/166, published in Digest of CAS Awards II 1998-2000, pp. 434 ff.). As a result, in CAS arbitration, any party wishing to prevail with respect to a disputed issue must discharge its “burden of proof”, *i.e.* it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue.
84. In light of the foregoing, the Panel notes that the Appellant has the burden to give evidence of the facts on which its claim has been based. The Appellant is seeking to establish that the Decision was wrong; as a result, it is for the Appellant to convince the Panel in that respect.
85. The second point concerns the measure of any deference to be given to the discretion exercised by FIFA in its finding of Substantial Assistance, as rendered by the Player, and in its determination of the consequences of such finding. In that regard, the Panel notes that, while a defined term to be properly applied, the consequences of a finding of Substantial Assistance involve an additional exercise of discretion, in particular as to the degree of substantiality of the assistance.
86. Article 76(2) of the FIFA ADR (2021) provides as follows:
“In making its decision, CAS does not need to give deference to the discretion exercised by the body whose decision is being appealed”.
87. Notably, such provision does not bar the Panel from giving deference, but affords discretion to the Panel in this respect.
88. The Panel finds that, in this situation, where the measure of the sanction was, to a certain extent, “bargained” with the Player, including with respect to the provision of information which assisted FIFA to determine that the totality of the assistance provided amounted to Substantial Assistance, the exercise of FIFA’s discretion shall be afforded some deference as to its determination of the length of the period of ineligibility.
89. In general terms, the Panel finds this principle to be in line with a recognition of the freedom of an association to “govern” the relations with its members, obviously within the limits of the applicable rules. This principle is, however, far from excluding or limiting the power of a CAS Panel to review the facts and the law involved in the dispute heard (pursuant to Article R57 of the CAS Code): it only means that a CAS Panel would not easily “tinker” with a well-reasoned decision. For instance, a Panel would not “substitute a sanction of 17 or 19 months’ suspension for one of 18” (Award of 10 November 2011, CAS 2011/A/2518, § 10.7, with reference to CAS 2010/A/2283, § 14.36).
90. The third point involves a clear identification of the rules to be applied in order to answer the mentioned issues.
91. The starting point is in fact in the rules, as set by the FIFA ADR, which, in their 2012 version,

not materially modified in the 2021 version currently in force, read as follows:

Article 20 *“Substantial Assistance in discovering or establishing anti-doping rule violations”*

1. *Prior to a final decision being appealable ... or the expiration of the time to appeal, the FIFA Disciplinary Committee may suspend a part of the period of Ineligibility imposed in an individual case where the Player has provided Substantial Assistance to FIFA, an Association or other Anti-Doping Organisation, criminal authority or disciplinary body, which results in FIFA, the Association or other Anti-Doping Organisation discovering or establishing an anti-doping rule violation by another Person or which results in a criminal or disciplinary body discovering or establishing a criminal offence or a breach of professional rules by another Person.*
2. *The extent to which the otherwise applicable period of Ineligibility may be suspended shall be based on the seriousness of the anti-doping rule violation committed by the Player and the significance of the Substantial Assistance provided by the Player to the effort to eliminate doping in sport. No more than three-quarters of the otherwise applicable period of Ineligibility may be suspended. If the otherwise applicable period of Ineligibility is a lifetime, the non-suspended period under this section must be no less than eight years”;*

Definition No 54: *“Substantial Assistance: for the purpose of these Regulations, a Person providing Substantial Assistance must: (1) fully disclose in a signed written statement all information he possesses in relation to anti-doping rule violations, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by an Anti-Doping Organisation or a hearing panel. Moreover, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought”.*

92. The Panel notes that these rules correspond to the provisions contained in the WADC, notably in the 2009 version of the WADC, which was at the basis of the 2012 FIFA ADR. In that regard, in a footnote to Article 10.5.3 of the 2009 WADC the following was remarked:

“The cooperation of Athletes, Athlete Support Personnel and other Persons who acknowledge their mistakes and are willing to bring other anti-doping rule violations to light is important to clean sport.

Factors to be considered in assessing the importance of the Substantial Assistance would include, for example, the number of individuals implicated, the status of those individuals in the sport, whether a scheme involving Trafficking under Article 2.7 or administration under Article 2.8 is involved and whether the violation involved a substance or method which is not readily detectible in Testing. The maximum suspension of the Ineligibility period shall only be applied in very exceptional cases. An additional factor to be considered in connection with the seriousness of the anti-doping rule violation is any performance-enhancing benefit which the Person providing Substantial Assistance may be likely to still enjoy. As a general matter, the earlier in the results management process the Substantial Assistance is provided, the greater the percentage of the otherwise applicable period of Ineligibility may be suspended.

... If the Athlete or other Person claims entitlement to a suspended period of Ineligibility before the conclusion of a hearing under Article 8 on the anti-doping rule violation, the hearing panel shall determine whether a suspension of a portion of the otherwise applicable period of Ineligibility is appropriate under this Article at the same time the hearing panel decides whether the Athlete or other Person has committed an anti-doping rule violation. If a portion of the period of Ineligibility is suspended, the decision shall explain the basis for concluding the information provided was credible and was important to discovering or proving the anti-doping rule violation or other offense.

... If any condition upon which the suspension of a period of Ineligibility is based is not fulfilled, the Anti-Doping Organization with results management authority shall reinstate the period of Ineligibility which would otherwise be applicable. Decisions rendered by Anti-Doping Organizations under this Article may be appealed pursuant to Article 13.2. ...”.

93. Much shorter comments have been inserted in the footnotes to the corresponding provisions of the subsequent editions of the WADC, *i.e.* under Article 10.6.1 of the 2015 WADC and Article 10.7.1 of the 2021 WADC, which in identical terms confirmed that:

“The cooperation of Athletes, Athlete Support Personnel and other Persons who acknowledge their mistakes and are willing to bring other anti-doping rule violations to light is important to clean sport”.

94. On the basis of the foregoing, the Panel will examine the mentioned issues in sequence. The answer to the first question will determine which of the others will have to be answered.

i. Did the Player provide Substantial Assistance within the meaning of the FIFA ADR?

95. The first issue to be examined in this arbitration concerns the “cooperation” rendered by the Player and whether it qualifies as Substantial Assistance under the mentioned regulations.

96. The Panel notes that the issues involved in the application of the provisions regarding Substantial Assistance have been the object of a number of CAS awards invoked by the Parties, even though to draw diverging conclusions. In any case, with respect to the force of CAS precedents, this Panel stands by the observation in CAS 2011/A/2518 (para 10.23), that each case must be decided on its own facts and, *“although consistency ... is a virtue, correctness remains a higher one”.*

97. As a starting point, the Panel underlines that the existing mechanism is meant to be essential in the fight against doping. It is therefore important that the objective of Article 20 of the FIFA ADR, *i.e.* to encourage athletes, subject to the imposition of an ineligibility period, to come forward if they are aware of doping offences committed by other persons, is not undermined by an overly restrictive application of the provision. At the same time, however, it is important that “benefits” to athletes are not applied too lightly, without clear evidence of Substantial Assistance: the fight against doping is a serious matter, and only effective assistance in its pursuit can entitle an athlete to obtain a benefit with respect to the ineligibility period he/she has to serve for his/her anti-doping rule violation.

98. Article 20, read in conjunction with Definition No 54, of the FIFA ADR determines the conditions under which Substantial Assistance given by a player can be recognized:

- i. the Substantial Assistance may be provided to FIFA, a national federation, an anti-doping organization, a criminal authority or a disciplinary body;
- ii. the Substantial Assistance must result:
 - a. in FIFA, the national federation, or the anti-doping organization discovering or establishing an anti-doping rule violation by another person, or

- b. in the criminal authority or the disciplinary body discovering or establishing a criminal offence or a breach of professional rules by another person;
 - iii. the player providing the Substantial Assistance must:
 - a. fully disclose in a signed written statement all information he/she possesses in relation to anti-doping rule violations, and
 - b. fully cooperate with the investigation and adjudication of any case related to that information;
 - iv. the information provided must be credible; and
 - v. the information provided must:
 - a. comprise an important part of any case that is initiated, or,
 - b. if no case is initiated, must have provided a sufficient basis on which a case could have been brought.
- 99. Those conditions must be read in the light of the purpose sought by the rule providing for them (§ 97 above).
- 100. According to WADA, those conditions are not satisfied, because, in WADA's submission, FIFA's finding that there was Substantial Assistance was based on mere speculation, insufficient to sustain a charge against the Doctor. If speculations were sufficient to amount to Substantial Assistance, any athlete could obtain a suspension of part of their period of ineligibility, undermining the sanction regime provided for in the WADC and giving a severe blow to the fight against doping. Further, the definition itself provides that Substantial Assistance must result in discovering or establishing an anti-doping rule violation by another person.
- 101. The Panel is not convinced by WADA's submissions, as applied to the case of the Player.
- 102. The Panel notes that the dispute in this arbitration in fact concerns the final element, mentioned above, that needs to be satisfied in order to establish that Substantial Assistance was given, *i.e.* whether "*the information provided ... comprise[d] an important part of any case that is initiated, or, if no case is initiated, ... have provided a sufficient basis on which a case could have been brought*". The other points are not in issue.
- 103. With respect to this element, the Panel is of the opinion, based on the plain reading of the relevant provisions that, for this element to be satisfied, it was not necessary that the information given by the Player was in itself a sufficient basis to secure a finding of an anti-doping rule violation. It is true that a benefit is to be given to the Player for "*Substantial Assistance ... which results in ... discovering or establishing an anti-doping rule violation*" (Article 20 of the FIFA ADR), and that the reference to "*establishing an anti-doping rule violation*" may be understood as equal to "*offering the basis for a finding of an anti-doping rule violation*". However, under Article 20 of the FIFA ADR, Substantial Assistance may also result in "discovering" an anti-doping rule violation – irrespective of its subsequent "establishment", for which additional elements (such as a hearing of the accused) may be needed.

104. This conclusion is supported by the requirement (§ 98(iv) above) that the information must be “credible” (not “incontrovertible”), and to the description of Substantial Assistance contained in the Definition No 20: the information provided must “*comprise an important part of any case that is initiated*” or a “*a sufficient basis on which a case could have been brought*”. In other words, it is not necessary that the information is a sufficient basis for a conviction, but only for the bringing of a case – which means that there is a likelihood, and not necessarily a certainty, of a violation. An additional confirmation is given, then, by the fact that the “*significance of the Substantial Assistance*” is a factor to be evaluated when it comes to the measure of the benefit to be applied to the player: requiring that Substantial Assistance be recognized only if the information is “irrefutable” or determinative in itself of a finding of an anti-doping rule violation would exclude the possibility to identify different degrees of “significance” of such Substantial Assistance.
105. On the other hand, it is clear to the Panel that a simple indication of cooperation, which could hypothetically result in the discovery of an anti-doping rule violation, is not sufficient for Substantial Assistance.
106. In summary, for Substantial Assistance to be found, concrete (and not merely speculative) information must be provided, which (at least) would be considered sufficient to bring a case – even though this information, however important, might need further corroboration in order to secure a finding against another person.
107. On this basis, the Panel, as said, has not been persuaded by WADA’s submissions. In fact, the Panel remarks that the Player, as soon as he was notified of his potential anti-doping rule violation, rendered the 4 May Declaration, giving details of a practice of the Doctor and the treatment he was made to undergo around the date on which he provided the urine sample that tested positive. Such declaration is to be read together with the statements signed by four other individuals, provided by the Player together with the 4 May Declaration, as well as by the events with respect to another player of the Club, who tested positive for the same substance as the Player. The very statements of the Doctor to the FUR (§ 16 above), however self-exculpating, indirectly confirm the credibility of the Player’s indications regarding the medical *routine* followed at the Club. In other words, the Player’s declarations appear to the Panel to offer “*a sufficient basis on which a case could have been brought*” against the Doctor: the fact that no case was eventually brought by FUR or FIFA goes beyond the Player’s control and responsibility.
108. In light of the above, the Panel confirms that FIFA’s finding that the cooperation given by the Player amounted to Substantial Assistance under Article 20 of the FIFA ADR. The challenge brought in this respect by WADA to the Decision is to be dismissed.
- ii. **In light of the conclusion above, is the Player entitled to a “reduction” or to a “suspension” of the otherwise applicable ineligibility period? If so, in what measure?**
109. On the basis of the foregoing conclusion, the second issue that the Panel has to examine concerns the consequences of a finding that the Player rendered Substantial Assistance pursuant to the applicable regulations.

110. WADA disputes the consequences applied by FIFA in the Decision on two bases.
111. First, WADA submits that the Decision to “reduce” the period of ineligibility imposed on the Player for his anti-doping rule violation was wrong. The FIFA ADR, in fact, only allowed FIFA to “suspend” a portion of the ineligibility period, subject to later reinstatement if the Player ceased to co-operate. FIFA and the Player submit that the point is immaterial and purely semantic.
112. The Panel finds the position of WADA to be correct. Indeed, Article 20 of the 2012 FIFA ADR clearly indicates that the FIFA Disciplinary Committee may “suspend” a portion of ineligibility imposed. In other words, the FIFA Disciplinary Committee, if it wished the Player to serve only 6 months of ineligibility, had to impose a sanction of 24 months, and suspend a portion of such period corresponding to 18 months. The Decision, to the extent it directly imposed a reduced sanction, has to be corrected.
113. Second, WADA contends that the Decision was also wrong to the extent that it applied the maximum possible “reduction” of 75% in respect of information that was entirely speculative, unsupported by concrete evidence and useless. According to WADA, the Player is not entitled to the maximum possible suspension, taking account of the criteria to be applied in the assessment of the measure of “suspension” to be granted. The Respondents submit, on the other hand, that the period of ineligibility that the Player would eventually serve is appropriate and proportionate to the peculiarities of the case.
114. The criteria to be considered in the determination of the extent to which the otherwise applicable period of Ineligibility may be suspended are indicated in Article 20 of the FIFA ADR to be:
 - i. the “*seriousness of the anti-doping rule violation*”; and
 - ii. the “*significance of the Substantial Assistance*” rendered, provided however that
 - ii. “*no more than three-quarters of the otherwise applicable period of ineligibility may be suspended*”.
115. In the 2009 edition of the WADC (footnote to Article 10.5.3), then, it is noted that the factors to be considered for the purposes of the determination of the period of ineligibility to be suspended include, for example:
 - a. in connection with the seriousness of the anti-doping rule violation, any performance-enhancing benefit which the person providing Substantial Assistance may be likely to still enjoy;
 - b. in the assessment of the importance of the Substantial Assistance:
 - i. the number of individuals implicated,
 - ii. the status of those individuals in the sport,
 - iii. whether a scheme of “*Trafficking*” under Article 2.7 or “*Administration*” under Article 2.8 of the WADC was involved,
 - iv. whether the violation involved a substance or method which is not readily

detectible in Testing;

- c. as a general matter, the earlier in the results management process the Substantial Assistance is provided, the greater the percentage of the otherwise applicable period of Ineligibility may be suspended;
 - d. the maximum suspension of the ineligibility period shall only be applied in very exceptional cases.
116. The Panel holds that, considering the mentioned relevant factors, FIFA clearly exceeded the discretion it had in the evaluation of the measure of the benefit to be given to the Player for the Substantial Assistance he provided. In fact, FIFA applied a “reduction” in the maximum measure allowed by the rules (*i.e.*, for 18 months). The Panel, however, finds that the case of the Player is not “very exceptional” and did not warrant such “reduction”. In fact, even though qualifying as a Substantial Assistance (because it offered a sufficient basis to bring a charge against the Doctor, or at least to lead to additional investigation as to the practices at the Club), the information provided has not led to any anti-doping rule violation being imposed or charged, and therefore proved to be of little significance.
117. Indeed, the very matters raised by WADA and the arguments before the Panel as to whether the assistance provided by the Player could amount to Substantial Assistance demonstrate that the information, while coming within the definition, was not of the significance that could support the maximum allowable suspension.
118. On the other hand, it would seem not to be in dispute that the Player promptly provided and obtained all of the information within his knowledge and control, thus fulfilling one of the objects of a benefit to a player from such cooperation.
119. As a result, the Panel, in the exercise of its *de novo* power of review of the facts and the law under Article R57 of the CAS Code, finds that the period of ineligibility to be imposed on the Player should be suspended only in the measure of 12 months. Even though the Substantial Assistance did not lead to any further proceedings, it concerned an anti-doping rule violation occurring 8 years before it was rendered, it was promptly given as soon as the Player received a notification of his potential anti-doping rule violation, it concerned the practice of a doctor, *i.e.* of an individual having peculiar responsibilities within a football club, it exposed a potential violation that could involve a number of other players and individuals.
120. In light of the foregoing, the Panel finds that the Decision has to be partially modified, so that the otherwise applicable ineligibility period of two years is suspended in a measure of 12 months. As a result, the period of ineligibility not suspended shall start to run from the date of this Award, with credit given for the period of ineligibility already served under the Decision. Such finding corresponds to the secondary relief requested by the Player.
121. All other motions are to be dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by the World Anti-Doping Agency (WADA) on 8 September 2021 against the decision rendered by the Disciplinary Committee of the Fédération Internationale de Football Association (FIFA) on 14 July 2021 in the matter concerning Mr Vladimir Obukhov is partially granted.
2. The decision rendered by the Disciplinary Committee of the Fédération Internationale de Football Association (FIFA) on 14 July 2021 is modified as follows:
 1. Mr Vladimir Obukhov is declared ineligible for a period of twenty-four (24) months starting the date of this Award, with credit given for the period of suspension already served from 2 June 2021 to 2 December 2021.
 2. The remaining ineligibility period imposed on Mr Vladimir Obukhov is suspended in a measure of 12 months on the basis of the Substantial Assistance provided pursuant to the Cooperation Agreement signed by Mr Obukhov and the Fédération Internationale de Football Association (FIFA).
3. The Award is pronounced without costs, except for the Court Office fee of CHF 1,000 (one thousand Swiss Francs) paid by the World Anti-Doping Agency (WADA), which is retained by the CAS.
4. (...).
5. All other prayers for relief are dismissed.