

USA Powerlifting
Att: President Larry Maile
Ste 24 #223
1120 Huffman Road
Anchorage, Alaska 99515

By email only

Luxembourg, 24.7.2021

RE: NOTICE OF CHARGE AGAINST USAPL UNDER ARTICLE 12 OF THE 2021 IPF ANTI-DOPING RULES

Dear Dr. Maile,

A. Introduction

1. This letter is a formal Notice of Charge against USA Powerlifting ("**USAPL**") pursuant to art. 12 IPF Anti-Doping Rules ("**IPF ADR**") (**Exhibit 1**). It is sent further to, and should be read in conjunction with, the IPF letters to USAPL dated 5 and 17 May 2021 (**Exhibits 2 and 3**).²
2. This Notice of Charge relates to the conduct by USAPL, after 1 January 2021, of doping control tests that are not under the authority of the IPF or relevant National Anti-Doping Organization viz. USADA ("**Unauthorized Tests**").³ For the reasons set out below, the conduct of Unauthorized Tests after 1 January 2021 constitutes a breach of the IPF ADR.

B. Relevant Provisions

3. The USAPL is bound by the IPF ADR pursuant to art. 15 of the IPF Constitution. Indeed, art. 4.1.1 of the IPF Constitution expressly states that as a condition of participation in the sport of powerlifting under the jurisdiction of the IPF, National Federations agree to be bound by the IPF ADR. The IPF ADR in turn require National Federations to "*comply with the Code, International Standards, and [the IPF ADR]*" (see, for example, art. 18.1 IPF ADR).
4. Art. 20.3.2 of the World Anti-Doping Code (the "**Code**") requires that International Federations (such as the IPF) make it a condition of membership that their National Federations (i) conduct testing only "*under the documented authority of their International Federation*", (ii) recognize the authority of their National Anti-Doping Organization (NADO) and assist, as appropriate, with the national testing program in their sport and (iii) analyze any samples (that they have collected by way of delegated authority) only in WADA-accredited or WADA-approved laboratories.
5. Reflecting the above provision in the Code, article 18.4(i) IPF ADR requires that National Federations "*shall take appropriate action to enforce compliance with the Code, International Standards, and these Anti-Doping Rules by inter alia (i) conducting 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.*"

² Only Annex 1 of Exhibit 3 is provided as the other Annexes do not pertain to the issue of Unauthorized Tests.

³ This letter is without prejudice to the possibility that the IPF might bring further charges (under article 12 IPF ADR) in connection with the missing documentation in respect of anti-doping cases that was the subject, inter alia, of the IPF's letter to USAPL dated 17 May 2021.

6. Article 12 IPF ADR provides as follows in its material part:

“When IPF becomes aware that a National Federation or any other sporting body over which it has authority has failed to comply with, implement, uphold, and enforce these Anti-Doping Rules within that organization’s or body’s area of competence, IPF has the authority and may take the following additional disciplinary actions.

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. These may include:

12.1 Fine, suspend and exclude the National Federation or sporting body, or some group of members of that organization or body, from specified future Events or all Events conducted within a specified period of time. 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 rules

12.2 Fine, suspend and exclude all of the National Federation, or some group of members of that organization or body, from their current position or office within the IPF and/or prevent them from holding any position or office within the IPF whilst the organization, body or National Federation is excluded or suspended pursuant to Article 12.1. Where IPF has charged a National Federation or other sporting body 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 group of members of that organization or body and IPF, may be remitted directly to CAS for a single hearing in accordance with the relevant and applicable CAS procedural rules.

[...]

12.3 Withhold some or all funding or other financial and non-financial support to that organization or body.

12.4 Oblige that organization or body 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.”

7. In short, it is clear from the foregoing that (i) the USAPL is bound by the IPF ADR, (ii) the IPF ADR provide that National Federations (such as the USAPL) are obliged not to conduct Unauthorized Tests and (iii) consequences may be imposed, in particular by the IPF Doping Hearing Panel (“DHP”), in the event that National Federations breach their obligations under the IPF ADR.

C. Asserted non-compliance by USAPL

8. On 16 September 2020 and again on 1 December 2020, the IPF sent circular letters to its Member Federations (including USAPL) in which it made clear that, from 1 January 2021 at the latest, all anti-doping testing would have to be conducted under the delegated authority of the IPF or through the relevant National Anti-Doping Organization.⁴ For example, the 1 December 2020 letter stated that “**effective January 1, 2021, National Federations will not be allowed to run their own national-level testing program.**” (emphasis in original)
9. The IPF received no communication from USAPL in respect of the circular letters, whether requesting clarification of, or objecting to their terms (or otherwise).
10. By letter of 5 May 2021, the IPF required USAPL, on or before 12 May 2021, to advise the IPF in writing whether it had initiated and/or conducted Unauthorized Tests on or after 1 January 2021 and, if so, to provide full details of the Unauthorized Tests. The 5 May 2021 letter made clear that the matter was of the utmost seriousness and that, if Unauthorized Tests had been conducted after 1 January 2021, these in principle would constitute acts of non-compliance by USAPL in breach of its obligations under the IPF ADR. The IPF specifically required USAPL to immediately cease conducting any Unauthorized Tests.
11. The IPF received no response from USAPL to the 5 May 2021 letter within the stated deadline.
12. By letter of 17 May 2021, the IPF followed-up with USAPL on *inter alia* the issue of the Unauthorized Tests. More particularly, the 17 May 2021 letter (i) enclosed a spreadsheet posted on the USAPL’s own website detailing hundreds of Unauthorized Tests after 1 January 2021,⁵ (ii) asserted that such tests contravened the terms of the IPF ADR as well as the instructions set out in the IPF circular letters sent to its Member Federations in 2020, (iii) required explanations for, and a remedy of, the apparent non-compliance by 7 June 2021, (iv) stated that, if the non-compliance was not remedied to the satisfaction of the IPF within that deadline the IPF would proceed to charge the USAPL with a failure to implement, uphold and enforce the IPF ADR, and (v) reiterated that no further Unauthorized Tests should be conducted.
13. By letter of 7 June 2021, the USAPL responded to the IPF letter of 17 May 2021 in the following terms:

“We are in receipt of your letter dated May 17, 2021 demanding we cease testing outside of the NADO and report all testing done which you consider not authorized. USA Powerlifting did not request your authorization to continue testing at the recreational level and will not. Pursuant to our discussions and agreement of 2019, USA Powerlifting is willing to implement testing via an independent third party for elite-level athletes, but not for those who are considered recreational or, in our characterization, local-level athletes. In previous discussions with the IPF through its attorney, it has been made clear that the IPF does not recognize tests not conducted via third party or done outside of WADA laboratories. We accept that and do not seek such recognition for these tests.

[...]

Testing by algorithm by those who don't understand powerlifting, know our athletes, and cannot identify exceptional performances, such as records, at our events with no input allowed by USA Powerlifting will remain unacceptable. It goes against assuring clean records and a clean platform. Furthermore, the non-transparency of which athletes are being tested is also not acceptable.

⁴ See Annexes 1 and 2 to Exhibit 2.

⁵ See Annex 1 to Exhibit 3; see also

https://docs.google.com/spreadsheets/u/0/d/1VaXAd4ETiWk6NMmNzXmTNBAHe494TLxbOig_cf5gw4A/htmlview?hl=en#gid=2

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."

14. In short, it is clear that IPF Member Federations, including USAPL, are not permitted to conduct Unauthorized Tests after 1 January 2021. There is clear evidence that USAPL has continued to conduct Unauthorized Tests, including after the IPF letters of 5 and 17 May 2021.⁶ In fact, in its letter of 7 June 2021, the USAPL neither disputes that it is continuing to conduct Unauthorized Tests nor seeks to argue that it has the right to do so under the IPF ADR.
15. The IPF asserts on the basis of the foregoing that the USAPL has (i) breached its obligations under art. 18.4 of the IPF ADR, (ii) failed to adequately explain or remedy its breach(es) within the deadline provided by IPF and (iii) positively stated that it will continue with its Unauthorized Tests.

D. Consequences

16. The IPF requests that the DHP find that the USAPL has breached its obligations under art. 18.4 IPF ADR and impose the following consequences on USAPL:
- a. A fine of ten thousand Euros (€10,000) to be paid within thirty days of the decision of the DHP;
 - b. A suspension and/or exclusion from IPF events on the following terms:
 - i. The suspension and/or exclusion shall apply to all IPF events taking place in the period of twelve months following the date of the decision of the DHP in this matter (the "**Initial Suspension Period**").
 - ii. The suspension and/or exclusion shall apply to (i) athletes affiliated to the USAPL, (ii) members of USAPL committees (including, without limitation, the Executive Committee) and (iii) any other USAPL staff members or executives not comprised within (ii) above (together, the "**USAPL Restricted Persons**").
 - iii. The suspension and/or exclusion shall be stayed upon receipt by the IPF of written confirmation from the USAPL that it has ceased, and will no longer conduct, any Unauthorized Tests. If after the provision of such written confirmation and grant of the stay, the USAPL does in fact conduct one or more Unauthorized 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.
 - c. A suspension and/or exclusion from positions and/or offices within the IPF on the following terms:
 - i. The suspension and/or exclusion shall apply to all IPF positions and offices.
 - ii. The suspension and/or exclusion shall apply for the entirety of the Initial Suspension Period (regardless of when the last IPF event occurs during such period).
 - iii. The suspension and/or exclusion shall apply to all USAPL Restricted Persons (as defined above) regardless of whether the relevant person (i) already held the relevant position or office at the time

⁶ See Annex 1 to Exhibit 3

of the decision of the DHP in this matter and (ii) holds such position or office as a result of his/her affiliation to the USAPL.

- iv. The suspension and/or exclusion shall be stayed upon receipt by the IPF of written confirmation from the USAPL that it has ceased, and will no longer conduct, any Unauthorized Tests. If after the provision of such written confirmation and grant of the stay, the USAPL does in fact conduct one or more Unauthorized Tests during the remainder of the Initial Suspension Period (as defined above), 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.

- d. An order to pay a contribution of seven thousand five hundred Euros (€7,500) in connection with the IPF's legal and other costs in this matter.

17. In the alternative to items a) to d) above, the IPF requests that the DHP impose such consequences as it considers appropriate under art. 12 IPF ADR.

18. The IPF considers that the consequences at article a) to d) above are justified and necessary in view of the serious and repeated nature of the breaches by the USAPL. The IPF recalls that a failure by IPF to remedy this matter and/or to take appropriate action against USAPL will put in jeopardy its own compliance as a Tier 1 Signatory of the Code.⁷

E. Procedural Matters

19. This Notice of Charge is copied to the Chair of the DHP so that a member of the DHP may be appointed with a view to initiating the hearing process. .

20. The IPF's position is that the USAPL's breaches of its IPF ADR obligations are so clear-cut that this matter should, in principle, be decided on the papers and without the need for an in-person hearing. Nonetheless, the IPF must reserve its right to file a written reply to any submission filed on behalf of the USAPL.

21. The IPF will request that this matter be handled expeditiously, not least in view of the risks to IPF's compliance status.

Yours sincerely,



Gaston Parage, IPF President
On the behalf of the Executive Committee



Dr. Maia Blackman, Chair IPF Anti-Doping Commission

- Attachments:
1. Exhibit 1 – IPF Anti-Doping Rules
 2. Exhibit 2 – Letter from IPF to USAPL dated 5 May 2021
 3. Exhibit 3 – Letter from IPF to USAPL dated 17 May 2021 (including Annex 1 only)

⁷ The Consequences sought from the DHP within the context of art. 12 IPF ADR are without prejudice to any further discipline, including a suspension and/or exclusion of the USAPL as a Member of the IPF that may be justified and necessary in due course, in particular if the USAPL persists in its unwillingness to comply with its ADR obligations.