

**DECISION BY A SINGLE LEGAL MEMBER OF THE EPCR DISCIPLINARY PANEL
PURSUANT TO CLAUSES 7.10 AND 9.3.9 OF THE 2019/20 EPCR ANTI-DOPING PROGRAMME**

I. Introduction

1. European Professional Club Rugby (EPCR) organises the two major European rugby union club tournaments, the European Rugby Champions Cup and Challenge Cup tournaments.
2. James Cronin (**Player**) is an Irish rugby union player whose club, Munster Rugby, was (until it failed to progress from the pool stage) participating in the 2019/20 European Rugby Champions Cup (**Tournament**). The Player is bound by the 2019/20 EPCR Anti-Doping Programme (**EPCR ADP**) as a consequence of (among other things) his participation in the Tournament (pursuant to EPCR ADP clause 1.1).
3. EPCR charged the Player with the commission of an anti-doping rule violation under EPCR ADP clause 2.1 and proposed the consequences detailed below. The Player has admitted the anti-doping rule violation charged and accepted the proposed consequences.
4. Pursuant to EPCR ADP clause 7.10,¹ I as the appointed single legal member of the EPCR Disciplinary Panel member have reviewed the matter on the papers and impose the consequences (agreed by EPCR and the Player) detailed below.

II. The Player's commission of an anti-doping rule violation

5. On 23 November 2019, immediately after the Munster Rugby v Racing 92 match in the Tournament on 23 November 2019 (**Match**), the Player was required to provide a urine sample for drug testing pursuant to the EPCR ADP clause 5.2. That sample was given reference number 4415492, and was split into an A sample and a B (reserve) sample.
6. The A sample was analysed by the WADA-accredited laboratory in Cologne, which found the substances prednisolone and prednisone at estimated concentrations of (respectively) 515 ng/mL and 780 ng/mL. Prednisolone and prednisone are glucocorticoids that are prohibited in-competition under section S9 of the 2019 Prohibited List (as defined in the EPCR ADP), when administered by oral, intravenous, intramuscular or rectal routes (for the avoidance of doubt, the prohibited status of these substances is the same under the 2020 Prohibited List). The Cologne laboratory confirmed that prednisone is a major metabolite of prednisolone (and vice versa). The Player did not have a therapeutic use exemption permitting use of prednisolone and prednisone.
7. In correspondence with EPCR (prior to receiving the notice of charge), the Player admitted that he had used prednisolone in-competition by oral ingestion (i.e. a prohibited route) but insisted that that use had been entirely unintentional. In particular, he explained (with supporting evidence) that:
 - 7.1 After the Player had consulted with his team doctor because he was feeling unwell, the team doctor emailed a prescription for the antibiotic, Amoxicillin, to the Player's local pharmacy. The Player had been prescribed the same antibiotic previously, and he had visited the pharmacy in issue a number of times before. The team doctor had

¹ EPCR ADP clause 7.10 provides as follows: 'A Player or other Person against whom an anti-doping rule violation is asserted may admit that violation at any time, waive a hearing and/or accept the Consequences that are mandated by this Programme or (where some discretion as to Consequences exists under this Programme) that have been or are asserted by EPCR. The chairman of the Disciplinary Panel may appoint either a single legal member of the Disciplinary Panel or a Judicial Committee to review the matter on the papers and impose the Consequences as appropriate [...]'

informed the Player on this occasion only that he had prescribed 'antibiotics' and did not specify the name of the particular antibiotic.

- 7.2 When the Player went to collect the prescribed medication on 22 November 2019, the pharmacy dispensed to him two medications, namely Germentin (a trade name for the antibiotic, Amoxicillin) and Prednesol 5mg tablets (containing the active ingredient prednisolone sodium phosphate, a Prohibited Substance, as defined in the EPCR ADP), which had been prescribed to another client of the pharmacy [REDACTED]. Accordingly, the pharmacy dispensed to the Player medication that he had not been prescribed.
- 7.3 The labels on the product packaging in each case included only the Player's name (James Cronin) (with no other identifying information, such as date of birth or address) and dosage instructions.
- 7.4 Pursuant to the dosage instructions on the relevant product label, the Player took five Prednesol tablets in a single dose at around 14.00 on 22 November 2019 (the day before sample collection) and four Prednesol tablets in a single dose at around 09.00 on 23 November 2019 (the day of sample collection).
8. Upon review of the case file, and not seeing any departures from the required procedures for sample collection and analysis that could have caused the adverse analytical finding, the Review Board appointed under EPCR ADP clause 7.3 decided that the Player had a case to answer for breach of EPCR ADP clause 2.1. EPCR therefore sent the Player a formal notice of charge on 19 February 2020, asserting that the presence of prednisolone and prednisone in the sample collected from him in-competition on 23 November 2019, resulting from the oral administration of prednisolone, constituted an anti-doping rule violation under EPCR ADP clause 2.1.
9. In the specific circumstances of this case, the Player was not subject to a provisional suspension, on the basis that he met one or more of the conditions in EPCR ADP clause 7.8.3.
10. In his preliminary response to the charge on 11 March 2020, the Player waived the analysis of his B sample, admitted the charge, and sought to mitigate the applicable consequences.

III. Consequences

III.A Period of ineligibility

(a) EPCR ADP clause 10.1

11. This is the Player's first doping offence.
12. EPCR ADP clause 10.1.1 specifies that an EPCR ADP clause 2.1 violation that is 'intentional' and is a first offence attracts a mandatory four-year ban, but it also specifies that if the Prohibited Substance is classified as a Specified Substance (as defined in the APCR ADP), EPCR has the burden of proving that the violation was 'intentional'. If it cannot do so, then EPCR ADP clause 10.1.2 provides for a two-year ban, subject to mitigation. EPCR ADP clause 10.1.3 explains that in this context *'the term "intentional" is meant to identify those Participants who cheat. The term therefore requires that the Player ... engaged in conduct which he knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk'*.

13. Glucocorticoids are classified as 'Specified Substances' under the EPCR ADP. Further, EPCR accepts, and it is clear on the facts and evidence, that the Player's violation was not 'intentional', and that he did not intend to cheat. Therefore, the two-year period of ineligibility prescribed by EPCR ADP clause 10.1.2 applies, subject to possible reduction pursuant to EPCR ADP clauses 10.3 or 10.4.

(b) How the glucocorticoids got into the Player's system

14. The two-year period of Ineligibility (as defined in the EPCR ADP) that is specified in EPCR ADP clause 10.1.2 may be reduced if the Player can establish that he bears No (or No Significant) Fault or Negligence (as defined in the EPCR ADP) for the presence of prednisolone and prednisone in his sample. It is a pre-condition of any such mitigation of sanction that a player proves on the balance of probabilities how the prohibited substance found in his sample entered his system (see EPCR ADP definitions of 'No Fault or Negligence' and 'No Significant Fault or Negligence').
15. EPCR has accepted, and I am satisfied, that the Player has established that it is more likely than not that the prednisolone and prednisone found in his sample 4415492 came from his oral ingestion of Prednesol 5mg tablets on 22 and 23 November 2019 for the following reasons:
 - 15.1 The Player has provided specific and detailed evidence in support of his explanation as to the source of his positive test. In particular, the Player has provided (among other things) a statement from his team doctor, a copy of the team doctor's prescription (and the email sent to the pharmacy with that prescription), statements from the pharmacy confirming the error, a copy of the pharmacy's medication dispensing form (showing that the wrong medication had in fact been given to the Player), photographs of the product labels, packaging and leaflets, and video footage showing the Player collecting the medication on 22 November 2019.
 - 15.2 The Cologne laboratory has advised that the Player's explanation is scientifically plausible, in that the concentrations of prednisolone and prednisone detected are consistent with the amount of Prednesol he says that he ingested.
 - 15.3 The Player has explained that Prednesol was not disclosed on his doping control form, because at the relevant time he asked his team doctor to complete the medication/supplement section of the form and (at that time) the team doctor had no knowledge that the Player had been given Prednesol by the pharmacy (the doctor listed only co-codamol and Amoxicillin, as prescribed).

(c) Mitigation of sanction

16. To sustain a plea of No Fault or Negligence (EPCR ADP clause 10.3), the Player must also show that he did not depart from the duty imposed on him under the EPCR ADP to use '*utmost caution*' to ensure that no prohibited substance entered his body (see EPCR ADP definition of 'No Fault or Negligence'). Alternatively, to sustain a plea of No Significant Fault or Negligence (EPCR ADP clause 10.4.1), he must show that his departure from that strict standard of care was not significant (see EPCR ADP definition of 'No Significant Fault or Negligence').
17. A finding of No Fault or Negligence eliminates the period of Ineligibility completely (EPCR ADP clause 10.3). A finding of No Significant Fault or Negligence triggers a discretion under EPCR ADP clause 10.4.1(a) to impose a sanction between a reprimand (and no period of Ineligibility) and a two-year period of Ineligibility, depending on the degree of fault borne by the Player.

18. To determine the appropriate sanction, it is necessary to assess the Player's degree of fault. The following facts weigh in the Player's favour:
 - 18.1 The Player consulted his team doctor, who was well aware of the Player's anti-doping obligations.
 - 18.2 The Player sourced the medication from (at least what he thought was) a reliable source. He had visited the pharmacy in question on a number of previous occasions, and had no reason to doubt its practices (not least because the team doctor was apparently willing to use its services).
 - 18.3 The Player had been prescribed antibiotics (and Amoxicillin, in particular) by the team doctor previously, without issue.
 - 18.4 The labels on the product packaging included [REDACTED] and so he (understandably) thought that they were the medications that had been prescribed to him by his team doctor.
19. However, even in the circumstances, the Player could have done more to avoid the violation:
 - 19.1 The Player did not ask his team doctor what specifically had been prescribed (the Player knew only that he had been prescribed 'antibiotics') or for a copy of the prescription (which was sent directly by the team doctor to the pharmacy by email, without copying the Player). Therefore, the Player had no way of knowing whether or not he had been given the correct medication.
 - 19.2 The Player had, on several previous occasions, been prescribed antibiotics and so on this occasion, when he was dispensed two sets of medication (one of which was an antibiotic, the other of which was not), he ought to have at least stopped to consider why this time he was required to take two sets of medication instead of one.
 - 19.3 Even though the Player had not previously taken Prednesol, he did not carry out any research on the ingredients list or read the product leaflet. A simple Google search of 'prednisolone', the main ingredient in Prednesol, would have revealed that it is prohibited in sport at certain times. Further, the product leaflet states that '*Prednesol tablets is a steroid medicine*', which should have alerted him to the potential anti-doping issues. In accordance with consistent case law, players cannot rely blindly on the advice of their team doctors or other medical practitioners. Players are responsible for what they ingest, and so must carry out their own checks to cross-check the assurances of their doctors.
20. It is clear on these facts that the Player cannot establish that he bears No Fault or Negligence. He bears at least some fault.
21. However, EPCR has accepted and I am satisfied that the Player can establish that he bears No Significant Fault or Negligence. I have some sympathy for the Player in this case. While the violation could have been avoided had the Player (and his team doctor) put better safeguards in place, it is clear that the Player's violation was the result of a very serious (and unexpected) mistake by a pharmacy. The Player saw his name on the product packaging and understandably assumed that it was the medication prescribed to him by his team doctor. He had obtained medication prescribed by his team doctor at the same pharmacy previously, without issue. Therefore, it was a careless but understandable mistake. Taking account of the

totality of the circumstances, I am of the view that the Player's level of fault was low, and so justifies a significant reduction in the period of Ineligibility.

22. Taking account of the very specific and unusual circumstances of this case, EPCR and I consider that a one-month period of ineligibility is appropriate. Given that the Player has not served any provisional suspension, the period of Ineligibility will begin to run from the date of this decision, and so will expire at midnight on 15th May 2020. During his period of Ineligibility, the Player's status will be as set out under EPCR ADP clause 10.12.

III.B Disqualification of results

23. EPCR ADP clauses 10.7 and 10.8 provide for the disqualification of any 'individual results' during the Match and (potentially) in subsequent matches in the Tournament and other rugby competitions. However, the Player did not obtain any 'individual results', and so these provisions will have no effect in this matter.

III.C Acceptance by the Player

24. The Player has accepted the consequences set out above, and has waived his right to have those consequences determined by way of a hearing before a Judicial Committee.

III.D Costs

25. Each party will bear its own costs of dealing with this matter.

III.E Publication

26. This decision will be publicly reported in accordance with EPCR ADP clause 13.2.

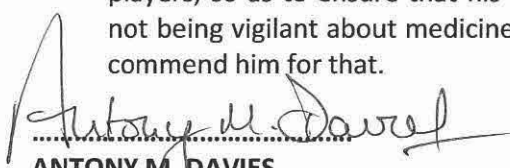
IV. Rights of appeal

27. This decision constitutes a final decision pursuant to EPCR ADP clauses 7.10 and 9.3.9. Further to EPCR ADP clause 12.3.1, each of World Rugby, Sport Ireland, and WADA has a right to appeal against this decision to the Court of Arbitration for Sport in Lausanne, Switzerland, in accordance with the procedure set out at EPCR ADP clause 12.5.

28. As part of this resolution of the matter, each of the Player and EPCR has waived his/its right to appeal against or otherwise challenge any aspect of this decision, whether pursuant to EPCR ADP clause 12.3.1 or otherwise. However, if an appeal is filed with the CAS against this decision by World Rugby, Sport Ireland or WADA, each of the Player and EPCR will be entitled to exercise his/its right of cross-appeal in accordance with EPCR ADP clause 12.5.5.

V. Anti-doping education

29. As a postscript (and not in any way part of the substance of this decision), I understand that the Player has volunteered to participate in some anti-doping education (to be organised by EPCR) in order to help raise awareness about anti-doping issues with other rugby union players, so as to ensure that his experiences in this matter (and in particular the dangers of not being vigilant about medicines) can be used as important learnings for him and others. I commend him for that.



ANTONY M. DAVIES

Legal member of the EPCR Disciplinary Panel

15th April 2020