

CAS 2024/A/10992 World Anti-Doping Agency v. Russian Anti-Doping Agency (RUSADA) & Mikhail Akimenko

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Prof. Stefano Bastianon, Professor of Law in Bergamo, Italy and Attorney-at-Law in Busto Arsizio, Italy

in the arbitration between

World Anti-Doping Agency, Lausanne, Switzerland

Represented by Mr Nicolas Zbinden and Mr Robert Kerslake, Attorneys-at-law, Kellerhals Carrard, Lausanne, Switzerland

Appellant

and

Russian Anti-Doping Agency, Moscow, Russian Federation

Represented by Mr Graham Arthur, Attorney-at-law, GM ARTHUR, Liverpool, United Kingdom

First Respondent

&

Mikhail Akimenko, Russian Federation

Represented by Dr Daria Solenik, Attorney-at-law, SwissLegal Rouiller & Associés, Lausanne, Switzerland

Second Respondent

I. PARTIES

1. The World Anti-Doping Agency (the “Appellant” or “WADA”) is a private law foundation constituted under Swiss law in 1999 to promote and coordinate at international level the fight against doping in sport. WADA has its registered seat in Lausanne, Switzerland, and its headquarters in Montreal, Canada.
2. The Russian Anti-Doping Agency (the “First Respondent” or “RUSADA”) is the National Anti-Doping organisation in the Russian Federation and a signatory to the World Anti-Doping Code (“WADC”). Its registered office is in Moscow, Russian Federation.
3. Mr Mikhail Akimenko (the “Second Respondent” or the “Athlete”) is an international Russian high jumper.
4. WADA, RUSADA and the Athlete are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Background facts

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and the evidence produced. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, this Award refers only to the submissions and evidence he considers necessary to explain his reasoning.
6. On 13 December 2023, RUSADA notified the Athlete of a potential Anti-Doping Rule Violation (“ADRV”) in connection with three Whereabouts Failures within a 12-month period pursuant to Article 4.4 of the Russian Anti-Doping Rules (“RUSADA ADR”). The Athlete did not accept a provisional suspension.
7. On 29 January 2024, RUSADA charged the Athlete with an ADRV under Article 4.4 of the RUSADA ADR in respect of the following three Whereabouts Failures:
 - (i) a Missed Test on 4 December 2022;
 - (ii) a Missed Test on 8 August 2023;
 - (iii) a Missed Test on 29 October 2023.
8. On 13 February 2024, the Athlete objected to the charge and requested a hearing before the Disciplinary Anti-Doping Committee of RUSADA (“RUSADA Anti-Doping Committee”).

B. The proceedings before the RUSADA Anti-Doping Committee

9. On 25 April 2024, the RUSADA Anti-Doping Committee ruled that the Athlete had violated Article 4.4 of the RUSADA ADR and declared him ineligible for a period of one year starting from 25 April 2024 (the “Appealed Decision”). In addition, the results achieved by the Athlete from 29 October 2023 (i.e. the date of the ADRV) were disqualified with all respective consequences, including forfeiture of medals, points and prize money.
10. In finding against the Athlete, the RUSADA Anti-Doping Committee held, *inter alia*, that:
 - (i) with respect to the first Whereabouts Failure, the Athlete did not dispute the Missed Test and his negligence;
 - (ii) with respect to the second Whereabouts Failure, the Athlete “*was negligent in failing to provide an apartment number, however, given that the Athlete had previously provided an apartment number in ADAMS and the data was available to the DCO, the Commission does not find that in relation to the second whereabouts failure, the Athlete had the intent to conceal the violation of the Rules. However, the Athlete did not exercise the necessary care of an Athlete of his level*”;
 - (iii) with respect to the Third Whereabouts failure, “*the Athlete, despite urgent family circumstances, was negligent since he had the opportunity to update the information*”;
 - (iv) taking into account all the circumstances, the Athlete’s degree of fault was “*normal*”;
 - (v) accordingly, pursuant to Article 12.3.2 of the RUSADA ADR, the ordinary applicable sanction of a two-year period of ineligibility shall be reduced to a one-year period of ineligibility.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT (“CAS”)

11. On 11 November 2024, pursuant to Article R47 of the Code of Sports-related Arbitration (the “CAS Code”), the Appellant filed a Statement of Appeal against RUSADA and the Athlete with respect to the Appealed Decision. In accordance with Article R48 and Article R50 of the CAS Code, the Appellant proposed that the Appeal be submitted to a Sole Arbitrator.
12. On 13 November 2024, the CAS Court Office invited the Respondents to inform it, by 18 November 2024, whether they agreed to the appointment of a Sole Arbitrator and, in case of disagreement, whether they intended to pay their shares of the advance of costs.
13. On 20 November 2024, WADA requested an extension to the deadline to file the Appeal Brief by 20 days (i.e. to 11 December 2024).

14. On 21 November 2024, the CAS Court Office, in accordance with Article R32(2) of the CAS Code, and on behalf of the CAS Director General, informed the Parties that: (i) the Appellant's time limit to file the Appeal Brief was extended by 10 days; (ii) the Respondents were granted until 25 November 2024 to indicate whether they agreed to an additional 10-day extension; and (iii) silence shall be deemed acceptance. Moreover, the Respondents were granted an additional time limit until 25 November 2024 to inform the CAS Court Office whether they agreed to the appointment of a Sole Arbitrator.
15. On 25 November 2024, RUSADA informed the CAS Court Office that (i) the Athlete *"would not need any additional representation in the CAS proceedings of reference (10992 matter), and he would be representing himself"*; (ii) RUSADA had *"no objection to the appeal being remitted for resolution by a Sole Arbitrator"*; and (iii) RUSADA had *"no objection to the requested time extension in relation to the Appeal Brief"*.
16. On 26 November 2024, the Athlete informed the CAS Court Office that (i) he preferred *"to have a Panel of Arbitrators"*; and (ii) he intended to apply for legal aid *"due to the inability to bear the financial costs of protecting my interest independently"*.
17. On the same date, the CAS Court Office informed the Parties that: (i) in light of RUSADA's agreement to an additional 10-day extension of the time limit to file the Appeal Brief and in the absence of any objection from the Athlete, the additional Appeal Brief extension was granted; and (ii) in light of the Athlete's preference to have a Panel of three arbitrators and his intention to apply for legal aid and paying his share of the advance of costs, it shall be for the President of the CAS Appeals Arbitration Division (the "Division President"), or her Deputy, to decide the numbers of arbitrators in accordance with Article R50 of the CAS Code.
18. On 9 December 2024, the CAS Court Office invited RUSADA to state, by 10 December 2024, whether it intended to pay its share of the advance of costs.
19. On 13 December 2024, the Appellant filed its Appeal Brief.
20. On 16 December 2024, RUSADA requested an extension of the time limit to file its Answer and the Athlete's Answer until 17 January 2025.
21. On 17 December 2024, the CAS Court Office invited (i) the Appellant to state, by 19 December 2024, whether it consented to the extensions requested by RUSADA; and (ii) RUSADA to inform the CAS Court Office whether it intended to pay its shares of the advance of costs by 19 December 2024.
22. On 6 January 2025, the CAS Court Office informed the Parties that: (i) *"assuming RUSADA pays its share of the advance on costs, the present procedure shall be submitted to a Panel of three CAS Members"*; and (ii) WADA was granted 10 days to nominate an arbitrator.
23. On 10 January 2025, the CAS Court Office informed the Parties that the Respondents' time limit to file their Answers was extended until 17 January 2025.

24. On 15 January 2025, RUSADA requested an additional extension until 24 January 2025.
25. On 16 January 2025, the CAS Court Office informed the Parties that the deadline to file the Answer was extended until 24 January 2025 for both Respondents.
26. On the same date, WADA requested an extension of one week (i.e until 23 January 2025) to nominate an arbitrator.
27. On 17 January 2025, the CAS Court Office informed the Parties that WADA's request for an extension of the time limit to nominate an arbitrator was granted.
28. On 22 January 2025, WADA nominated Ms Marianne Saroli as arbitrator.
29. On the same date, the CAS Court Office invited the Respondents to jointly nominate an arbitrator.
30. On 24 January 2025, RUSADA filed its Answer in accordance with Article R55 of the CAS Code, whereas the Athlete did not file any written submission within the stated time limit.
31. On 27 January 2025, the CAS Court Office invited the Parties to inform it whether: (i) they preferred a hearing to be held or for the Panel to issue an award based solely on the parties' written submissions; and (ii) whether they requested a Case Management Conference ("CMC").
32. On 3 February 2025, RUSADA requested a CMC to discuss the following issues:
 - "1. The need or otherwise for a hearing is contingent on Mr Akimenko indicating if he intends to present a position as to the issues raised by the Appeal, and if so, how he proposes to present that position.*
 - 2. If the panel believes that on the basis of 1 above a hearing is necessary, it will direct accordingly; and conversely if it believes that a hearing is not necessary it will direct as to a determination being reached on the basis of written submissions.*
 - 3. The need for a three person hearing panel or whether the Appeal can be resolved by a Sole Arbitrator.*

As to the third issue, RUSADA maintains its view that the factual and legal issues in this Appeal make the Appeal manifestly suitable for determination by a Sole Arbitrator".
33. On the same date, WADA informed the CAS Court office that, "given the content of the Answer of the First Respondent does not place into controversy the substantive reliefs sought by WADA", its view was that "there is no need for a hearing in this case, and no CMC is required".
34. On the same date, the CAS Court Office informed the Parties that (i) the issue of the composition of the arbitral tribunal had already been decided by the Division President; and (ii) since a CMC can be held only after the arbitral tribunal has been constituted, it

was not feasible to discuss the composition of the arbitral tribunal with the arbitral tribunal after its appointment.

35. On 4 February 2025, the Athlete filed an application for legal aid and requested an extension of the time limit to file his Answer.
36. On the same date, the CAS Court Office informed the Parties that, since the Athlete's time limit to file his Answer had expired, that deadline could not be extended. However, the CAS Court Office invited WADA and RUSADA to indicate, by 7 February, whether, given the circumstances of the case, they would accept the Athlete being granted a new deadline to file his Answer.
37. On 5 February 2025, the CAS Court Office informed the Parties that the Respondents were granted an additional and final deadline until 10 February to jointly nominate an arbitrator.
38. On 7 February 2025, RUSADA informed the CAS Court Office that (i) it did not "*object to the Athlete being granted an extended/new deadline for the filing of an Answer*"; and (ii) it requested that the timeline for the nomination of an arbitrator be suspended pending the outcome of the Athlete's legal aid application.
39. On the same date, WADA deferred to the discretion of the CAS in respect of determining whether to grant a new deadline for the filing of the Athlete's Answer.
40. On 12 February 2025, the CAS Court Office informed the Parties that (i) any new deadline would be set after the determination of the Athlete's legal aid application; and (ii) the time limit for the Respondents to jointly nominate an arbitrator would be established once the Athlete's legal aid application had been decided.
41. On 26 February 2025, RUSADA informed the CAS Court Office that it was "*not able to make any advance costs payment*", but that it would "*comply with whatever costs award is made at the conclusion of the appeal*".
42. On 27 February 2025, following RUSADA's failure to pay its share of the advance of costs, WADA invited the Division President to review the request made in the Statement of Appeal for this case to be submitted to a Sole Arbitrator.
43. On 15 March 2025, the Athlete informed the CAS Court Office that he did not object to the revision of the composition of the arbitral tribunal.
44. On 16 May 2025, following the admission of the Athlete's application for legal aid, Ms Daria Solenik informed the CAS Court Office that the Athlete appointed her as his *pro bono* counsel.
45. On 4 June 2025, the Athlete requested a 10-day extension (i.e. until 19 June 2025) of the time limit to file his Answer.
46. On 5 June 2025, the CAS Court Office informed the Parties that the Athlete's time limit to file his Answer was extended by 10 days.

47. On 19 June 2025, the Athlete requested an additional 10-day extension of the time limit to file his Answer.
48. On the same date, the CAS Court Office informed the Parties that the Division President accepted to grant the requested extension.
49. On 30 June 2025, the Athlete filed his Answer in accordance with Article R55 of the CAS Code and requested “*to be heard in person [...] on the occasion of a live hearing to be held at the CAS Court Office*”.
50. On 1 July 2025, pursuant to Article R54 of the CAS Code, the CAS Court Office, on behalf of the Division President, informed the Parties about the constitution of the Panel in this procedure as follows:

Sole Arbitrator: Prof. Stefano Bastianon, Professor of Law in Bergamo, Italy, and Attorney-at-Law in Busto Arsizio, Italy.
51. On 17 September 2025, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Parties to sign and return a copy of the Order of Procedure to the CAS Court Office, by 24 September 2025.
52. On 17 September 2025, the First Respondent signed the Order of Procedure.
53. On 19 September 2025, the Second Respondent signed the Order of Procedure.
54. On 24 September 2025, the Appellant signed the Order of Procedure.
55. On 22 January 2026, a hearing was held by videoconference (via Cisco Webex).
56. In addition to the Sole Arbitrator and Ms Delphine Deschenaux-Rochat (CAS Counsel), the following persons attended the hearing:
 - For the Appellant:
 - Mr Nicolas Zbinden (Counsel)
 - Mr Robert Kerslake (Counsel)
 - Mr David Baker (Counsel)
 - Mr Ross Wenzel (General Counsel WADA)
 - Ms Cyril Troussard (Associate Director Results Management WADA)
 - Mr Xavier Dupuis (Legal Counsel WADA)
 - For the First Respondent:
 - Mr Graham Arthur (Counsel)
 - Ms Valeriya German (RUSADA)

- For the Second Respondent:

- Dr Daria Solenik (Counsel)
- Mr Mikhail Akimenko (Athlete)
- Ms Tatiana Zarubina (Interpreter)

57. At the outset of the hearing, the Parties confirmed that they had no objection to the appointment of the Sole Arbitrator.
58. During the hearing, the Parties were given a full opportunity to present their case, submit their arguments and submissions, and answer the questions posed by the Sole Arbitrator. The Parties and the Sole Arbitrator had the opportunity to examine and cross-examine the Athlete.
59. After the Parties' final arguments, the Parties' counsels confirmed that they were satisfied with the hearing and that their right to be heard had been fully respected.

IV. SUBMISSION OF THE PARTIES

A. The Appellant

60. The Appellant requested the following reliefs:

- “1. The Appeal of WADA is admissible.*
- 2. The decision dated 25 April 2024 rendered by the Disciplinary Anti-Doping Committee of RUSADA in the matter of Mikhail Akimenko is set aside.*
- 3. Mikhail Akimenko is found to have committed an anti-doping rule violation pursuant to Article 4.4. of the RUSADA ADR.*
- 4. Mikhail Akimenko is sanctioned with a two-year period of ineligibility, or in the alternative a period of ineligibility greater than 12 months and up to 24 months, starting on the date on which the CAS award enters into force. Any period of provisional suspension and ineligibility effectively served by Mikhail Akimenko before the entry into force of the CAS award shall be credited against the total period of ineligibility to be served.*
- 5. All competitive results obtained by Mikhail Akimenko from and including 29 October 2023 (i.e. the date of the anti-doping rule violation) are disqualified with all resulting consequences (including forfeiture of medals, points and prizes).*
- 6. The arbitration costs shall be borne by RUSADA or, in the alternative, by the respondents jointly and severally.*
- 7. WADA is granted a significant contribution to its legal and other costs.”*

61. In support of its position, WADA relied on the following main arguments:

- (a) The standard applicable sanction for a violation of Article 4.4 (Whereabouts Failures) according to Article 12.3.2 of the RUSADA ADR is a two-year period of ineligibility, subject to a possible reduction on the basis of the Athlete's degree of fault.
- (b) The Appealed Decision classified the Athlete's degree of fault in the commission of the ADRV as "*normal*" and imposed the lowest possible sanction (i.e. 1-year period of ineligibility). Without prejudice to WADA's objection to both the classification of the Athlete's degree of fault as "*normal*" and the reduction of the standard period of ineligibility, the classification of the Athlete's degree of fault as "*normal*" would have required the imposition of a minimum 18-month period of ineligibility.
- (c) A violation of Article 4.4 of the RUSADA ADR is based on three distinct Whereabouts Failures and, as a result, the Athlete's fault must be assessed in relation to all three Whereabouts Failures.
- (d) None of the Athlete's explanations for the three Whereabouts Failures show a lack of fault or suggest that the Athlete was prevented in any way from fulfilling his obligations. In particular:
 - (i) "*Each of the Missed Tests demonstrates a general disregard for the serious compliance with making accurate Whereabouts filings. In particular with respect to the first Missed Test, the Athlete's explanation is entirely unsatisfactory given that the athlete travelled from a sports compound - a setting inherently tied to his professional obligations - to his brother's house, which should have prompted him to consider his duty to update his Whereabouts information, particularly since being in the sports compound suggests he was in a professional mindset at the time*".
 - (ii) "*With respect to the first and third Whereabouts Failures, the Athlete admitted that he was in entirely different locations and failed to update the information in ADAMS. Moreover, especially in respect of the third Missed Test, the Athlete was aware that he would be in a different location than the one indicated in ADAMS at least a few days in advance and still did not update his whereabouts. This shows the Athlete's total carelessness with respect to his Whereabouts obligations*".
 - (iii) "*With respect to the second Missed Test, the Athlete did not provide sufficient information in ADAMS, and instead he initially blamed a failure in the ADAMS system (without providing any evidence of such) and subsequently blamed the RUSADA staff and DCO for not obtaining information through alternative means, such as previous ADAMS filings or the doping control form. This demonstrates the Athlete's flippant attitude towards making accurate and complete quarterly filings in ADAMS, as per the requirements under the ISTI and ADR*".

- (iv) *“While the Athlete’s personal issues could have impacted him, they do not absolve him of the stringent requirement to be diligent with respect to his whereabouts”.*
- (v) *“With two ‘strikes’ against him, the Athlete should have been on ‘red alert’ when changing his location without updating his information in ADAMS”.*
- (vi) In the past, CAS panels have confirmed or imposed the standard two-year sanction for Article 2.4 ADRVs’ (i.e. without any reduction) in cases where the athletes were even less at fault than the Athlete (CAS 2015/A/4210).

B. The First Respondent

62. The First Respondent requested the following reliefs:

- *“Mr Akimenko has committed an anti-doping rule violation arising from the commission of three whereabouts violations between December 2022 and October 2023.*
- *Mr Akimenko has provided no evidence that would justify the reduction of the standard sanction of a two-year period of ineligibility.*
- *The consequences to be imposed upon Mr Akimenko should be those as provided for in ADR Article 12.2.3 and Article 12.8.*
- *RUSADA respectfully request that the costs incurred by RUSADA in relation to this appeal be paid by Mr Akimenko in their entirety in accordance with Rule 64.4 and Rule 64.5 of the Code of Sports-related Arbitration”.*

63. In support of its position, the First Respondent relied on the main following arguments:

- (a) The first Missed Test arose as a result of the fact that the Athlete was not at the location specified in his Whereabouts Information. In his explanations, the Athlete said that he *“completely forgot”* to update his Whereabouts Information.
- (b) The second Missed Test arose as a result of the fact that the Athlete claimed that he was at the location specified in his Whereabouts Information, but the Doping Control Officer (“DCO”) failed to locate him. However, RUSADA argues that:
 - (i) Analysis of the ADAMS system showed that, when entering information about his location for the third quarter of 2023, the Athlete did not indicate the apartment number either in the main address or in the comments to it.
 - (ii) The DCO could not have foreseen in advance that the lack of an apartment number would make testing impossible.
 - (iii) The DCO does not have access to the Whereabouts Information that the Athlete has previously provided in his personal account.

- (iv) It is not the responsibility of the DCO to search for accurate Whereabouts Information in doping control reports for previous samples.
 - (v) According to Article 4.8.8.5 of the International Standard for Testing and Investigations (“ISTI”), it is the Athlete’s responsibility to ensure that all necessary whereabouts information is provided, accurately and in sufficient detail to permit any Anti-Doping Organization to locate the Athlete on any given day during the quarter, at the times and locations specified by the Athlete in his whereabouts filing for that day, including within the 60-minute window specified in the whereabouts filing for that day.
 - (vi) As for the obligation of the Anti-Doping Organization’s employees to monitor the correct completion of ADAMS, this applies to those cases when the system itself detects possible incorrect completion and automatically sends a notification to the employees. In particular, this happens when the overnight stay or the address of the one-hour interval are absent at all, or the athlete has indicated two overnight stay addresses in different places. It is absurd to assume that an employee is obliged to manually check each athlete for the correctness of the whereabouts information, and it contradicts the personal obligation of the athlete to provide complete and up-to-date information. Especially considering the Athlete’s extensive experience in the registered testing pool.
- (c) The third Missed Test arose of the fact that the Athlete was not at the location specified in his Whereabouts Information because of urgent circumstances and he completely forgot to update his Whereabouts Information. However, the Athlete’s evidence as to how he came to fail to update his Whereabouts Information neither explains nor excuses his failure to be located within his one-hour slot. Moreover, the Athlete’s fault in relation to the Third Missed Test is egregious in that he was on “high alert” as to the risks associated with a third whereabouts failure.
 - (d) The provision in the RUSADA ADR as regards the potential reduction in sanction is to permit the taking into account innocent or mistakes that reflect the sort of “*hard luck stories*” that sometimes arise in relation to whereabouts violations. They are not intended to apply in situations where a failure to be located for testing is attributable to a lack of care and attention in relation to whereabouts responsibilities.
 - (e) The mitigating factors put forward by the Athlete do not adequately account for the fact that he committed three whereabouts violations within a twelve-month period, despite being an experienced Athlete, who was familiar with the whereabouts system and knew his responsibilities.
 - (f) The fact that the Athlete did not “avoid” testing is not a “plus” in the Athlete’s favour: had there been a suspicion that he had done so, there would have been an investigation into a potential violation of Articles 2.3 or 2.5 of the RUSADA ADR.

C. The Second Respondent

64. The Second Respondent requested the following reliefs:

“I. The Appeal of WADA is dismissed.

II. The decision dated 25 April 2024 rendered by the Disciplinary Anti-Doping Committee of RUSADA in the matter of Mikhail Akimenko is upheld.

III. In the alternative to II,

a. the period of ineligibility applied to Mikhail AKIMENKO shall not be greater than 18 months and, in any event, less than the maximal sanction of 24 months starting on the date on which the CAS award enters into force. Any period of provisional suspension and ineligibility effectively served by Mikhail AKIMENKO before the entry into force of the CAS award shall be credited against the total period of ineligibility to be served.

IV. The arbitration costs shall be borne by WADA.

V. WADA shall be ordered to contribute to Mikhail Akimenko's legal and other costs up to their entire amount”.

65. In support of his position, the Second Respondent relied on the main following arguments:

(a) The Athlete does not challenge the Missed Test on 4 December 2022 and his negligence. However, the Athlete insists that the omission to update his Whereabouts Information in the ADAMS system is a mere oversight on his part due to his distraught emotional state explained by a serious dispute with his partner.

(b) As regard the Missed Test on 8 August 2023, the lack of indication of the apartment number in the Athlete's address in the ADAMS system is due to a particular data processing failure for which he cannot be held entirely responsible. In particular, the Athlete argues that:

(i) He did not forget or otherwise negligently omit to enter the apartment number in the system. On the contrary, he did enter the apartment number for the second quarter of 2023, but this specific entry was not saved when the Athlete used the automated function of the system to confirm that his whereabouts for the third quarter of 2023 remained the same as the one used for the second quarter.

(ii) By letter dated 15 August 2023, RUSADA explicitly conceded that the apartment number was previously correctly provided by the Athlete, but “*was not saved*” when the Athlete updated his whereabouts information. Specifically, RUSADA observed that “[*when*] analyzing [*the Athlete's*] profile in the ADAMS system, it was established that the apartment number

for the address Khimki, Podrezkovo microdistrict, 1st Lesnaya st., bldg. 8 was indicated for the second quarter of 2023. When providing information on the location for the third quarter, the apartment number was not saved, since it was not entered in the address book”.

- (iii) Until receiving the letter of 15 August 2023 from RUSADA, the Athlete was not aware of this specificity of ADAMS’s functioning and had no particular reason to suppose that a part of his address (i.e. “Floor”, “Apartment”, etc.) could be lost in replicating the address previously used for the following quarter.
- (iv) RUSADA did not avail the Athlete with any such specific instructions for the use of ADAMS, neither did it organise any specific trainings to familiarize the Athlete with the user’s interface of ADAMS and eventual troubleshooting.
- (c) The DCO did not do what was reasonably necessary in the circumstances to locate the Athlete, absent the apartment number. In particular, it transpires from the Unsuccessful Attempt Report (“UAR”) of 8 August 2023 that the DCO did not endeavour other attempts than *“identify any athletes among those who went out or entered the building”*. It is unclear, though, what exactly these attempts *“to identify any athletes”* implied. Moreover, it is unclear what persons *“among those who went out or entered the building”* the DCO talked to, if any, and what questions were asked. In any event, the third-party contacts which may be inferred from the UAR, are too scarcely documented to allow any finding on whether the attempts were adequate in the circumstances.
- (d) In light of the above, the Athlete’s fault in the second Missed Test is insignificant, if any at all. The only criticism that he could reasonably face in the circumstances is for not having double-checked that the address that he has previously entered for the second quarter was correctly saved by the system for the third quarter. However, absent any specific instructions for caution in the use of ADAMS, the Athlete had no reason to doubt the system’s capacity to correctly process and save his personal data.
- (e) The Athlete does not challenge the third Missed Test on 29 October 2023 and his negligence in it. He insists, however, that he had no intention to put himself beyond the reach of the testing agency. The omission to update the Athlete’s whereabouts on ADAMS for 29 October 2023 was a mere oversight on his part due to the agitated state of his mind, explained by the serious illness of a family member.
- (f) “Fault” is defined in both the World Anti-Doping Code (“WADC”) and the RUSADA ADR as *“any breach of duty or any lack of care appropriate to a particular situation”*. The definition of “fault” provides useful guidance by saying that the circumstances to be considered when assessing fault *“must be specific and relevant to explain the Athlete’s [...] departure from the expected standard of behavior”*.

- (g) In the case at hand, the “*standard of behavior*” expected from the Athlete was to make an accurate and complete quarterly filing of his Whereabouts Information. The circumstances that explain the Athlete’s alleged “departure” from the expected standard, in the case of the second Missed Test, have materialized in the fact that the apartment number (correctly entered for the second quarter) was not saved by the system due to the fact that the address was apparently not entered in the “Address Book” in ADAMS.
- (h) The Athlete was not availed with any specific instructions that the address previously used must be additionally entered into the “Address Book” in order to be used for future filings. Failing such specific instruction, the Athlete could reasonably trust that the system saves the address entry (the correctness of which is not disputed for the second quarter), including the apartment number, without any additional entry into the “Address Book”.
- (i) The lack of indication of the apartment could have been dealt with without unreasonable efforts, had the DCO undertaken any yet. Indeed, as is shown by the photographs attached to the UAR, every entrance door of the building is equipped with a vocal or video intercom system. It would have been reasonable, in the circumstances, that the DCO used the intercom to seek for an indication of the Athlete’s apartment number (i.e. to enquire whether the apartment complex has a caretaker, janitor or security service who could provide him with such information). The 60-minute time slot was sufficient to attempt such calls on every of the six entrance doors of the building. However, no such attempts had been undertaken by the DCO who apparently simply waited by the building for the timeslot to lapse.
- (j) In calibrating the sanction, the absence of the Athlete’s fault in one of the missed tests may only result in application of the minimal term of ineligibility. Otherwise, it would lead to denying the absence of fault in the concerned Missed Test and in calibrating the sanction to two other whereabouts failures. This would clearly run counter the meaning and the spirit of Article 12.3.2 of the RUSADA ADR.
- (k) If, against the Athlete’s expectations, the Sole Arbitrator were to disagree with the above reasoning and find that the Athlete’s conduct commands a sanction higher than the minimum, the Athlete submits that a sanction lower than the maximum appears to be proportionate in the circumstances.

V. JURISDICTION OF THE CAS

66. Article R47.1 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.”

67. Article 15.2 of the RUSADA ADR provides as follows:

“The decisions specified below may be appealed exclusively pursuant to the procedure stipulated in Clause 15.2 hereof:

- *A decision that the Rules’ violation was committed.*
- *A decision to impose Consequences for the Rules violation.*
- *[...]”*

68. Article 15.1.2 of the RUSADA ADR provides as follows:

“Where WADA has the right to appeal under Chapter XV of the Rules and no other party has appealed a final decision pursuant to these Rules, WADA may appeal such decision directly to CAS without having to exhaust internal remedies specified by the Rules”.

69. Article 15.2.1 of the RUSADA ADR provides as follows:

“If a violation occurred during an International Event or International-Level Athletes are involved, the decision made may be appealed exclusively to CAS”.

70. Article 15.2.3.1 of the RUSADA ADR provides as follows:

“In cases stipulated by Clauses 15.2.1 And 15.2.2 hereof, the following parties shall have the right to appeal:

(a);

[...]

(f) WADA”

71. The Sole Arbitrator notes that, regardless of whether the Athlete qualifies as an International-Level Athlete or not, it is not disputed by the Parties that WADA has a right to appeal to CAS.

72. The Sole Arbitrator also notes that the jurisdiction of the CAS is not contested by the Parties and is confirmed by the signature of the Order of Procedure.

73. It follows that CAS has jurisdiction to adjudicate and decide on the present appeal.

VI. ADMISSIBILITY OF THE APPEAL

74. Article 15.2.3.4 of the RUSADA ADR provides as follows:

“The time to file an appeal by WADA shall be the later of:

a) twenty-one (21) days from the expiry of the time for filing an appeal by other parties;

b) Twenty-one (21) days after WADA’s receipt of a complete file relating to the decision”.

75. The elements of the case file relating to the Appealed Decision were received by WADA on 21 October 2023. Accordingly, WADA’s deadline to file the appeal cannot be earlier than 11 November 2024.

76. WADA files its Statement of Appeal on 11 November 2024, i.e. within the time limit. The appeal further complied with the requirements of Article R48 of the CAS Code.

77. Moreover, in the absence of any objection to the admissibility of this Appeal, the Sole Arbitrator confirms that the Appeal is admissible.

VII. APPLICABLE LAW

78. Article R58 of the CAS Code provides as follows:

“The Panel shall decide the dispute according to the applicable regulations and 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, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

79. Article 1.1 of the RUSADA ADR provides as follows:

“The Russian Anti-Doping Rules (...) have been developed pursuant to (...) the 2021 World Anti-Doping Code (hereinafter the Code) (...) and International Standards of the World Anti-Doping Agency (...)”.

80. By way of introduction, the Sole Arbitrator notes that the WADC is the regulatory document on which the World Anti-Doping Program is based. As provided in the WADC and mentioned in several CAS awards (see e.g., CAS 2020/A/7528, para. 96; CAS 2020/A/7256, 7559, para. 108), the World Anti-Doping Program is formed of three levels, following a top-down hierarchical order:

(i) The WADC, whose provisions *“are mandatory in substance and must be followed as applicable by each Anti-Doping Organization and Athlete or Other Person”*, but do not replace the rules that shall be adopted by each anti-doping organization. In

this respect, ADC, as a signatory to the WADC, has adopted the RADA, whose provisions are in part identical to the WADC and whose application is mandatory.

(ii) The International Standards, which contain “*much of the technical detail necessary for implementing the Code*” and are “*mandatory for compliance with the Code*”. In the case at hand, the Sole Arbitrator will rely on the International Standard for Testing and Investigations (“ISTI”) and the International Standard for Results Management (“ISRM”).

(iii) WADA’s Guidelines which provide recommended practices for several aspects of anti-doping programs. While they are not mandatory, they offer technical guidance in the implementation of an anti-doping program.

81. By reason of those provisions, pursuant to Article R58 of the CAS Code, the Sole Arbitrator must adjudicate the present dispute taking into consideration the RUSADA ADR, which reflect the WADC, the ISTI, and the ISRM. Subsidiarily, Russian law will be applicable.

82. That said, the provisions that are relevant to the present dispute provide as follows:

A. The RUSADA ADR

83. Art. 4.4. of the RUSADA ADR provides that “[a]ny combination of three missed tests and/or filing failures, as defined in the International Standard for Results management, within a twelve-month period by an Athlete in a Registered Testing Pool” constitutes a violation of the RUSADA ADR.

84. Article 12.3.2 of the RUSADA ADR provides as follows:

“For violations of Clause 4.4 of the Rules, the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending on the Athlete’s degree of Fault. The flexibility between two years and one year of Ineligibility in this Clause is not available to Athletes where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Athlete was trying to avoid being available for Testing”.

85. Article 7.5 of the RUSADA ARD provides as follows:

“7.5.1. RUSADA shall make up a list of Athletes who are included in testing pools and obliged to meet the requirements for provision of whereabouts information pursuant to the International Standard for Testing and Investigations and who fall within the scope of Clause 4.4 of the Rules as specified in Clause 12.3.2 hereof. RUSADA shall coordinate closely with International Federations to identify the Athletes and to collect their whereabouts information.

7.5.2. RUSADA shall make available in ADAMS the list of Athletes included in the Registered Testing Pool. RUSADA shall regularly review and update as necessary the criteria for inclusion of Athletes in the Registered Testing Pool and shall periodically

(but not less than quarterly) review the list of the Athletes included in the Registered Testing Pool for conformity with the relevant criteria. An Athlete shall be notified in writing on his/her inclusion in or removal from the Registered Testing Pool. The notification shall contain the information set out in the International Standard for Testing and Investigations.

[...]

7.5.4. According to the International Standard for Testing and Investigations each Athlete who is included in the Registered Testing Pool shall:

- a) Provide RUSADA with whereabouts information in ADAMS on a quarterly basis*
- b) Promptly update whereabouts information in ADAMS to always keep it complete and accurate*
- c) Be available for Testing pursuant to the provided whereabouts information.*

7.5.5. For purposes of Clause 4.4 of the Rules, an Athlete's failure to meet the requirements of the International Standard for Testing and Investigations shall be deemed a whereabouts failure or a missed test as defined in Annex B of the International Standard for Results Management, if the terms of that standard for the registration of a whereabouts failure or a missed test have been observed.

7.5.6. An Athlete included in the RUSADA's Registered Testing Pool shall comply with the requirements for provision of whereabouts information pursuant to the International Standard for Testing and Investigations unless:

- a) The Athlete informs RUSADA of his/her retirement or*
- b) RUSADA informs the Athlete of removal from the RUSADA's pool".*

86. *RUSADA ADR defines "Fault" as "any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete or other Person's degree of Fault include, for example, the Athlete's or other Person's experience, whether the Athlete or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete's or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Athlete's or other Person's departure from the expected standard of behavior [...]"*.

B. The ISRM

87. Article B.2.4 of the ISRM provides as follows:

"An Athlete may only be declared to have committed a Missed Test where the Results Management Authority can establish each of the following:

- a) That when the Athlete was given notice that they had been designated for inclusion in a Registered Testing Pool, they were advised that they would be liable for a Missed*

Test if they were unavailable for Testing during the 60-minute time slot specified in their Whereabouts Filing at the location specified for that time slot;

b) That a DCO attempted to test the Athlete on a given day in the quarter, during the 60-minute time slot specified in the Athlete's Whereabouts Filing for that day, by visiting the location specified for that time slot;

c) That during that specified 60-minute time slot, the DCO did what was reasonable in the circumstances (i.e. given the nature of the specified location) to try to locate the Athlete, short of giving the Athlete any advance notice of the test;

[Comment to Article B.2.4(c): Due to the fact that the making of a telephone call is discretionary rather than mandatory, and is left entirely to the absolute discretion of the Sample Collection Authority, proof that a telephone call was made is not a requisite element of a Missed Test, and the lack of a telephone call does not give the Athlete a defense to the assertion of a Missed Test.]

d) That Article B.2.3 does not apply or (if it applies) was complied with; and

e) That the Athlete's non-availability for Testing at the specified location during the specified 60-minute time slot was at least negligent. For these purposes, the Athlete will be presumed to have been negligent upon proof of the matters set out at sub-Articles B.2.4 (a) to (d). That presumption may only be rebutted by the Athlete establishing that no negligent behavior on their part caused or contributed to their failure (i) to be available for Testing at such location during such time slot, and (ii) to update their most recent Whereabouts Filing to give notice of a different location where they would instead be available for Testing during a specified 60-minute time slot on the relevant day".

C. The ISTI

88. Article 3.3 provides the definitions of "Missed Test" for the purpose of establishing a 4.4 RUSADA ADR violation:

"Missed Test: A failure by the Athlete to be available for Testing at the location and time specified in the 60-minute time slot identified in their Whereabouts Filing for the day in question, in accordance with Article 4.8 of the International Standard for Testing and Investigations and Annex B of the International Standard for Results Management".

89. Article 4.8.6.2 introduces the obligations to be fulfilled by the athletes and provides as follows:

"4.8.6.2 An Athlete who is in a Registered Testing Pool shall:

a) Make quarterly Whereabouts Filings that provide accurate and complete information about the Athlete's whereabouts during the forthcoming quarter, including identifying where they will be living, training and competing during that quarter, and to update those Whereabouts Filings where necessary, so that they can be located for Testing during that quarter at the times and locations specified in the relevant Whereabouts

Filing, as specified in Article 4.8.8. A failure to do so may be declared a Filing Failure; and

b) Specify in their Whereabouts Filings, for each day in the forthcoming quarter, one specific 60-minute time slot where they will be available at a specific location for Testing, as specified in Article 4.8.8.3. This does not limit in any way the Athlete's Code Article 5.2 obligation to submit to Testing at any time and place upon request by an Anti-Doping Organization with authority to conduct Testing on them. Nor does it limit their obligation to provide the information specified in Article 4.8.8.2 as to their whereabouts outside that 60-minute time slot. However, if the Athlete is not available for Testing at such location during the 60-minute time slot specified for that day in their Whereabouts Filing, that failure may be declared a Missed Test.

[Comment to 4.8.6.2(b): The purpose of the 60-minute time slot is to strike a balance between the need to locate the Athlete for Testing and the impracticality and unfairness of making Athletes potentially accountable for a Missed Test every time they depart from their previously-declared routine.]”.

90. Article 4.8.8.5 and Article 4.8.8.6 refer to the athlete's responsibility concerning whereabouts filing and provide as follows:

“4.8.8.5 It is the Athlete's responsibility to ensure that they provide all of the information required in a Whereabouts Filing as outlined in Articles 4.8.8.2 and 4.8.8.3 accurately and in sufficient detail to enable any Anti-Doping Organization wishing to do so to locate the Athlete for Testing on any given day in the quarter at the times and locations specified by the Athlete in their Whereabouts Filing for that day, including but not limited to during the 60- minute time slot specified for that day in the Whereabouts Filing.

a) More specifically, the Athlete shall provide sufficient information to enable the DCO to find the location, to gain access to the location, and to find the Athlete at the location with no advance notice to the Athlete. A failure to do so may be pursued as a Filing Failure and/or (if the circumstances so warrant) as evasion of Sample collection under Code Article 2.3, and/or Tampering or Attempted Tampering with Doping Control under Code Article 2.5. In any event, the Anti-Doping Organization shall consider Target Testing of the Athlete.

[Comment to 4.8.8.5(a): For example, declarations such as “running in the Black Forest” are insufficient and are likely to result in a Filing Failure. Similarly, specifying a location that the DCO cannot access (e.g., a “restricted access” building or area) is likely to result in a Filing Failure. The Anti-Doping Organization may be able to determine the insufficiency of the information from the Whereabouts Filing itself, or alternatively it may only discover the insufficiency of the information when it attempts to test the Athlete and is unable to locate them. In either case, the matter should be pursued as an apparent Filing Failure, and/or (where the circumstances warrant) as an evasion of Sample collection under Code Article 2.3, and/or as Tampering or Attempting to Tamper with Doping Control under Code Article 2.5. Further information on Whereabouts Filing requirements can be found in WADA's Guidelines for

Implementing an Effective Testing Program. Where an Athlete does not know precisely what their whereabouts will be at all times during the forthcoming quarter, they must provide their best information, based on where they expect to be at the relevant times, and then update that information as necessary in accordance with Article 4.8.8.5.]

(...)

d) Once the DCO has arrived at the location specified for the 60-minute time slot, if the Athlete cannot be located immediately, then the DCO ISTI – January 2021 Page 34 of 83 should remain at that location for whatever time is left of the 60-minute time slot and during that remaining time they should do what is reasonable in the circumstances to try to locate the Athlete. See WADA's Guidelines for Implementing an Effective Testing Program for guidance in determining what is reasonable in such circumstances.

[Comment to 4.8.8.5(d): Where an Athlete has not been located despite the DCO's reasonable efforts, and there are only five (5) minutes left within the 60-minute time slot, then as a last resort the DCO may (but does not have to) telephone the Athlete (assuming they have provided their telephone number in their Whereabouts Filing) to see if they are at the specified location. If the Athlete answers the DCO's call and is available at (or in the immediate vicinity of) the location for immediate Testing (i.e., within the 60-minute time slot), then the DCO should wait for the Athlete and should collect the Sample from them as normal. However, the DCO should also make a careful note of all the circumstances, so that it can be decided if any further investigation should be conducted. In particular, the DCO should make a note of any facts suggesting that there could have been tampering or manipulation of the Athlete's urine or blood in the time that elapsed between the phone call and the Sample collection. If the Athlete answers the DCO's call and is not at the specified location or in the immediate vicinity, and so cannot make himself/herself available for Testing within the 60-minute time slot, the DCO should file an Unsuccessful Attempt Report].

4.8.8.6 Where a change in circumstances means that the information in a Whereabouts Filing is no longer accurate or complete as required by Article 4.8.8.5, the Athlete shall file an update so that the information on file is again accurate and complete. The Athlete must always update their Whereabouts Filing to reflect any change in any day in the quarter in question in particular; (a) in the time or location of the 60-minute time slot specified in Article 4.8.8.3; and/or (b) in the place where they are staying overnight. The Athlete shall file the update as soon as possible after they become aware of the change in circumstances, and in any event prior to the 60-minute time slot specified in their filing for the relevant day. A failure to do so may be pursued as a Filing Failure and/or (if the circumstances so warrant) as evasion of Sample collection under Code Article 2.3, and/or Tampering or Attempted Tampering with Doping Control under Code Article 2.5. In any event, the Anti-Doping Organization shall consider Target Testing of the Athlete.

[Comment to 4.8.8.6: The Anti-Doping Organization collecting the Athlete's Whereabouts Filings should provide appropriate mechanisms (e.g., phone, fax, Internet, email, SMS, approved social networking sites or applications) to facilitate the filing of such updates. It is the responsibility of each Anti-Doping Organization with authority

to conduct Testing on the Athlete to ensure that it checks for any updates filed by the Athlete prior to attempting to collect a Sample from the Athlete based on their Whereabouts Filing. For the avoidance of doubt, however, an Athlete who updates their 60-minute time slot for a particular day prior to the original 60-minute slot must still submit to Testing during the original 60-minute time slot if they are located for Testing during that time slot.]”.

VIII. MERITS

91. Under Article 4.4 of the RUSADA ADR, any combination of three Missed Tests and/or Filing Failures, as defined in the ISTI, within a twelve-month period constitutes an ADRV. Such provision matches the obligation of the athletes included in a Registered Testing Pool (“RTP”) to provide, and keep updated, their whereabouts information in order to be located for out-of-competition testing. Out-of-competition testing is at the heart of any effective anti-doping program. To carry out effective testing of this nature, it is vital that athletes produce accurate and timely Whereabouts Information, so that they can be tested by surprise.
92. That said, the Sole Arbitrator notes that the Athlete does not dispute that he has committed an ADRV pursuant to Article 4.4 of the RUSADA ADR.
93. By contrast, the Parties disagree on what sanction shall be imposed on the Athlete.
94. According to the Appellant and First Respondent, the Athlete’s degree of fault is “significant” and, therefore, there are no grounds for reduction of the standard two-year period of ineligibility provided for by Article 12.3.2 of the RUSADA ADR.
95. Conversely, the Second Respondent requests to uphold the Appealed Decision and the one-year period of ineligibility.
96. In the light of the above, the Sole Arbitrator must determine which consequences should be imposed on the Athlete under the applicable RUSADA ADR.
97. To that end, the Sole Arbitrator must deal with the following issue:
 - (a) the length of the ineligibility period to be imposed on the Athlete;
 - (b) the starting date of said ineligibility period;
 - (c) the disqualification of the Athlete’s results.
- (a) ***The length of the ineligibility period***
98. Article 12.3.2 of the RUSADA ADR provides as follows:

“For violations of Clause 4.4. of the Rule, the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending in the Athlete’s degree of fault. The flexibility between two years and one year of Ineligibility in this Clause is

not available to Athletes where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Athlete was trying to avoid being available for Testing”.

99. By way of introduction, the Sole Arbitrator notes that there is no evidence in the present case to prove that the Athlete was trying to avoid being available for testing or to mask some doping practices. Therefore, the Sole Arbitrator would in principle be afforded discretion to reduce the standard period of ineligibility.
100. Moreover, given that the ADRV is composed of three different Whereabouts Failures, the Sole Arbitrator has to assess the Athlete’s degree of fault considering the circumstances pertaining to all of them.
101. The Sole Arbitrator is of the view that the Athlete, in all three Whereabouts Failures, has shown an unacceptable degree of nonchalance and a worryingly negligent approach to his whereabouts obligations, thereby deserving no reduction of his ineligibility period.

As to the 4 December 2022 Missed Test

102. The Athlete was not at the specified address (06:00-07:00 Московская область новогорск ул.соколовская 7, московская область новогорск, Moskovskaya oblast', Russian Federation, 141435, Floor: 5, Room: 509) and his whereabouts information had not been updated accordingly.
103. The Athlete has not ever alleged (let alone proven) that the Missed Test was not due to his significant fault.
104. At the hearing, the Athlete confirmed that, on the day before the Missed Test, he had a serious dispute with his partner and therefore decided to leave the training camp and go to his brother’s place for support. It was only in the evening that he realized that he would no longer have sufficient time to return to the training camp and therefore decided to stay overnight at his brother’s residence.
105. The Athlete has acknowledged his duty to update his Whereabouts Information and, in his explanation to RUSADA dated 15 January 2024 and 15 March 2024, admitted that he “*completely forgot to make changes in the ADAMS system*”.
106. In light of the above, the Sole Arbitrator is of the opinion that the Athlete’s emotional state resulting from a serious dispute with his partner neither excuses his failure to comply with his whereabouts obligations nor reduces his degree of negligence, all the more so considering that, at the hearing, the Athlete admitted that he is an athlete of considerable experience, very familiar with being tested and with the whereabouts system.

As to the 8 August 2023 missed test

107. The Athlete has failed to include the apartment number in his ADAMS Address Book.

108. The Athlete has admitted that that as of 8 August 2023 the information about his location at the apartment address in Khimki (Russia), 1st Lesnaya st., 8, did not contain information on the apartment number.
109. However, the Athlete argues that:
- (i) the missed test of 8 August 2023 occurred because of ADAMS' failure to fully record the Athlete's address for the third quarter of 2023 ("Q3");
 - (ii) the Athlete has correctly entered his address for the second quarter of 2023 ("Q2"), but the apartment number was not "saved" by the system as explicitly admitted by RUSADA in its letter dated 15 August 2023;
 - (iii) absent specific information or training on the use of the platform, the Athlete had no particular reason to make sure that his address was "saved" in the Address Book in order to be used in the following quarter.
110. The Sole Arbitrator notes that initially the Athlete blamed a failure of the ADAMS system, without providing any evidence (*"most likely the app crashed"*). Subsequently, once RUSADA explained that any information (such as apartment or room number and floor) not entered in the Address Book is not saved automatically and must therefore be re-entered into the ADAMS system, the Athlete contended that he had not received any specific training/education on the functions of the ADAMS system.
111. At the hearing, the Athlete's evidence was inconsistent. Initially, the Athlete reiterated his argument that, although the apartment number appeared in the Address Book for Q2, it did not appear when he clicked to confirm the address for Q3 due to an alleged system problem. The Athlete also stated that, when he entered his Q3 whereabouts information, he checked that all the details were accurate. However, when asked how he had failed to notice that the apartment number was missing from the information filed for Q3 despite this alleged check, the Athlete stated that he did not remember whether he had checked the information before or after confirming his Q3 whereabouts. Nevertheless, in his Answer the Athlete admitted that *"the only criticism that he could reasonably face in the circumstances is for not having double-checked on ADAMS that the address that he had previously entered for the 2nd quarter was correctly saved by the system for the 3rd quarter"*.
112. That said, the Sole Arbitrator notes that, based on the evidence produced, nothing suggests that there was a system malfunction in the case at hand.
113. Moreover, the Sole Arbitrator notes that the Athlete's argument based on the alleged existence of a complex technical issue cannot be accepted, since athletes must use and comply with the ADAMS system as it is. Therefore, athletes have the duty to learn how to use it and if they have any doubt about the functioning of the system it is their responsibility to ask for assistance and to educate themselves.

114. Similarly, the Athlete's contention that he did not receive specific training on the operation of the ADAMS system is without merit and cannot excuse his failure to provide accurate and complete Whereabouts Information.
115. First, the ADAMS system is a standard, globally adopted platform used by thousands of athletes worldwide without any material difficulty. Its fundamental purpose and functionalities are well-established and accessible. The requirement to ensure that all necessary details – including apartment or room number and floor – are entered correctly is neither obscure nor unreasonable.
116. Second, it is the personal duty of the Athlete to always ensure the accuracy and completeness of his whereabouts information. This includes the responsibility to verify (and, if necessary, double-check) that the data entered in the system is sufficient to allow for successful testing. The Athlete cannot shift this obligation to others or rely on an alleged lack of specific training as a defence.
117. Lastly, the Sole Arbitrator notes that it is common sense to enter the room/apartment number when entering the address, as a part of the address itself. In other words, in order to avoid any risk of inaccurate information, it is sufficient for athletes to enter the room/apartment number within the Address Book.
118. Accordingly, in the present case, the Sole Arbitrator finds that either the apartment number was not included in the Address Book used for the Q2 information, or the Athlete failed to verify the accuracy of his whereabouts after entering and confirming his Q3 information. In the absence of any evidence of a technical system failure or problem, the Athlete would otherwise have realized that the apartment number was not included in the Address Book for Q3.
119. This conclusion is not contradicted by RUSADA's letter of 15 August 2023 relied upon by the Athlete, as that letter merely acknowledges that the apartment number "*was indicated for the second quarter of 2023*", and does not state that the apartment number was entered in the Address Book for the Q2 information. Accordingly, RUSADA correctly clarified that "*in order to save information in the categories 'Floor', 'Apartment', etc. in the ADAMS system and be able to save the address with this information for other dates in the future, it is necessary to change the information on the location in the address book*".
120. For the sake of completeness, the Sole Arbitrator notes that the Athlete's argument according to which "*the DCO did not do what reasonably necessary in the circumstances to locate the Athlete, absent the apartment number*" is only relevant for the purpose of determining whether a missed test has occurred (Article B.2.4, c) ISRM), and not for assessing the Athlete's degree of fault in the context of any potential reduction of the sanction. Accordingly, since in the present case the existence of three missed tests has never been disputed by the Athlete, the Sole Arbitrator does not need to consider this argument.

As to the 29 October 2023 missed test

121. The Athlete was not at the specified address (Kislovodsk, “Vershina 1240”, building 2, room 814) and his whereabouts information had not been updated accordingly.
122. The Athlete has not ever alleged (let alone proven) that the missed test was not due to his significant fault. In his explanation to RUSADA of 15 January 2024 and 15 March 2024, the Athlete argued that:
 - (i) on 27 October 2023, he received a call from his sister reporting that their grandmother was ill;
 - (ii) therefore, he decided to drive to Prokhladny, where his sister lived with the grandmother;
 - (iii) on the same day, he changed the “hour window” to 28 October 2023 from the camp in Kislovodsk to the overnight location in Prokhladny, and he *“completely forgot to change October 29, 2023, since he did not associate this say with staying in Prokhladny”*;
 - (iv) he did not intend to avoid testing.
123. At the hearing, however, when asked why he updated his whereabouts information for 28 October 2023 but did not update it for 29 October 2023, the Athlete replied that he did not remember whether he had updated the whereabouts information for 28 October 2023.
124. In light of the above, the Sole Arbitrator is of the opinion that the Athlete’s alleged emotional state due to his grandmother’s health neither excuses his Whereabouts Failure nor reduces his negligence.
125. More generally, the Sole Arbitrator also note that (i) while the Athlete’s personal issues could have impacted him, they do not absolve him of the stringent requirement to be diligent with respect to his whereabouts; (ii) the fact that the Athlete did not intend to avoid testing is not a positive circumstance in the Athlete’s favour, given that the two-year sanction is the standard sanction where there is no evidence that an athlete has tried to avoid being tested; and (iii), as rightly pointed out by WADA, *“with two ‘strikes’ against him, the Athlete should have been on ‘red alert’ when changing his location without updating his information in ADAMS”*.
126. In CAS 2020/A/7528 the CAS panel concluded that an athlete with two Whereabouts Failures on their record should take every step within their control to avoid a further Whereabouts Failure occurring: *“For its part, the Respondent submits that, by the time 9 December 2019 came around, whatever had happened in the past, the Athlete was sitting on two Whereabouts Failures and he should have been on ‘high alert’. The Panel agrees. There is no doubt that the Athlete should have been acutely aware of the fact that he was on two out of three strikes and that the consequences of a third were dire. Quite plainly, he should have taken every step within his control to ensure that a third*

Whereabouts Failure did not happen. It is right to weigh that in the balance when assessing the Athlete's degree of fault [...]" (para. 184).

127. The Athlete's account of the three whereabouts failures tells a story which shows his patent disregard of his whereabouts obligation.
128. The Sole Arbitrator is of the view that such a reckless approach cannot be tolerated or in any way justified. Indeed, the whereabouts regime is a fundamental means to detect doping practices in sport, as it enables the location of athletes for unannounced out-of-competition testing, which are crucial in the fight against doping.
129. Therefore, in conformity with CAS 2020/A/7526 & 7559, para. 213, while the Sole Arbitrator "*recognizes that said system may impose substantial demands upon athletes in terms of sacrifice of freedom or privacy, it is the price they all pay to reap the benefits of participation in what should be a drug-free sport. All athletes must thus be held accountable when they fail, for whatever reason, to abide by their whereabouts obligations, in order to maintain the system's credibility and integrity and to protect clean athletes*".
130. In light of the foregoing, the Sole Arbitrator determines that in the present case there are no grounds to reduce the two-year standard sanction provided for by Article 12.3.2 of the RUSADA ADR.

(b) *The starting date of the ineligibility period*

131. Article 12.13 of the RUSADA ADR states as follows:

"(...) the period of Ineligibility shall commence on the date on which a final decision is made at the hearing pursuant to which the period of ineligibility was assigned, or, if the right to hearings has not been exercised or hearings were not held, from the date on which the Athlete or other Persons accepted Ineligibility or from the date of its imposition by RUSADA".
132. The Appellant argues that the two-year period of ineligibility shall commence on the date of the present Award.
133. The Sole Arbitrator notes that Article 12.13 of the RUSADA ADR raises a question concerning the identification of the "*final decision*" whose date is the starting date of the ineligibility period: more exactly, the question is whether such "*final decision*" is the Appealed Decision or the CAS decision.
134. The Sole Arbitrator finds a solution to such question in Article R57 of the CAS Code. As stated in CAS 2011/A/2515, "*under this provision, in fact, the CAS Panel has the power to issue a new decision that replaces the decision challenged: such power was indeed declared by the Swiss Federal Tribunal (in a judgment of 3 January 2011, 4A_386/2010, at § 5.3.4) to be consistent with the mission of arbitral jurisdiction exercised by the CAS. As a result, in the event the CAS award imposes a sanction to an athlete that had not been found responsible on an anti-doping rule violation, the*

ineligibility would be imposed only by CAS: therefore, for the purposes of Article 10.9 of the 2009 WADC, the date of the CAS award would be the starting moment of the ineligibility (...). Conversely, the date of the decision of the disciplinary body is the starting date of the ineligibility in the event the CAS decision does not replace, but entirely confirms, the sanction imposed by the disciplinary body: in such event, ineligibility finds its foundation only in, and is therefore imposed only by, the lower level decision” (para. 82).

135. Considering the above, the Sole Arbitrator holds that the starting date of the Athlete’s ineligibility is the date of the present Award.

(c) The disqualification of the Athlete’s results

136. In his Appeal Brief, the Appellant requested the disqualification of *“any competitive results obtained by the Athlete from the date of the anti-doping rule violation occurred [i.e. 29 October 2023] through the commencement of the ineligibility period (...) including forfeiture of any medals, titles, ranking points, prize and appearance money”*.

137. Article 12.10 of the RUSADA ADR provides as follows:

“In addition to an automatic Disqualification of results achieved at a Competition during which a positive test was collected (...), all other results achieved by the Athlete at Competitions, starting from the date on which the Athlete tested positive or the date on which the other violation of the Rules was committed (including the period of Provisional Suspension or Ineligibility), shall be disqualified with all resulting Consequences, including forfeiture of all medals, points and prizes, unless otherwise required by the principle of fairness”.

138. The Sole Arbitrator notes that the Athlete has filed no submission concerning the disqualification of results.
139. Failing any submission as to any element of fairness that would require otherwise under Article 12.10 of the RUSADA ADR, the Sole Arbitrator concludes that the Athlete’s results obtained in the period from the ADRV (i.e. 29 October 2023) until the present CAS Award are disqualified, with all resulting consequences, including forfeiture of any medals, titles, ranking points and appearance prize money.
140. In conclusion, the Sole Arbitrator upholds the appeal filed by WADA in its entirety and sets aside the Appealed Decision.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by the World Anti-Doping Agency on 11 November 2024 against the decision rendered by the Disciplinary Anti-Doping Committee of the Russian Anti-Doping Agency on 25 April 2024 is upheld.
2. The decision issued by the Disciplinary Anti-Doping Committee of the Russian Anti-Doping Agency on 25 April 2024 is set aside.
3. Mr Mikhail Akimenko is found to have committed an anti-doping rule violation pursuant to Article 4.4 of the Russian Anti-Doping Rules.
4. Mr Mikhail Akimenko is sanctioned with a two-year period of ineligibility starting on the date of the present Award. Any period of ineligibility effectively served by Mr Mikhail Akimenko before the entry into force of the present Award shall be credited against the two-year period of ineligibility to be served.
5. Mr Mikhail Akimenko's results from 29 October 2023 until the date of the present Award are disqualified.
6. (...).
7. (...).
8. (...).
9. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 10 August 2026

THE COURT OF ARBITRATION FOR SPORT

Prof. Stefano Bastianon
Sole Arbitrator