

**IPC LEGAL AND ETHICS COMMITTEE
APPEAL PANEL**

**DECISION delivered by
THE IPC LEGAL AND ETHICS COMMITTEE APPEAL PANEL**

BY

**CARLA QUALTROUGH (Chairperson)
FRED JANSEN
MICHAEL PETERS**

IN THE MATTER OF

CARLOS CAMPOS	Appellant
against	
INTERNATIONAL PARALYMPIC COMMITTEE	Respondent

1. Introduction

- 1.1. This is an appeal in respect of a decision handed down by the International Paralympic Committee Legal and Ethics Committee Hearing Panel pursuant to a disciplinary action brought by the International Paralympic Committee (“the IPC”) against three individuals, being Mr. Carlos Campos, Mr. Abdullah Cetin and Mr. Mesut Dedeoglu. That decision was handed down on and dated 1 October 2013. It is referred to in this decision as “the First Decision”. The hearing panel responsible for handing down the First Decision is referred to in this decision as “the First Panel”.



1.2. Mr. Carlos Campos, one of the three Respondents to the disciplinary action brought by the IPC, has appealed against the First Decision. This decision is in relation to that appeal. The appeal has been heard by an appeal panel constituted according to the relevant IPC Rules (“the Appeal Panel”), and its findings are set out below.

2. Parties

2.1. There are two parties to the appeal: Mr. Campos and the IPC. The IPC is the major event organiser for the Paralympic Summer and Winter Games, including the London 2012 Paralympic Games (“the 2012 Games”). It is also the International Federation (“IF”) for a number of Paralympic Sports. Mr. Campos was at the relevant time associated with the International Blind Sports Association (“IBSA”), a member organisation of the IPC. IBSA is the global governing body and the IF for sports for athletes with visual impairments, including the Paralympic sport of football 5-a-side (“Football-5”). Mr. Campos was at the relevant time Chairperson of the IBSA Sub-Committee for Football-5.

3. Background

3.1. The background to this appeal is explained below. A full description of the factual background is also included in the First Decision.

3.2. Football-5 was one of the competitions organised as part of the 2012 Games. Prior to the 2012 Games, IPC published its Qualification Criteria for the Football-5 competition, which specified that eight places would be available for competing nations. These were to be filled by (a) the host nation; (b) the qualifying countries from the 2010 IBSA Football-5 world championships allocation; and (c) further countries based on results in the 2010/2011 IBSA Football-5 regional championships. Other than (a), IBSA was in effect responsible for nominating countries for participation.

3.3. Late in 2011, after the criteria referred to at (b) and (c) above had been applied, one potential slot was still left open. The potential candidates for this open slot included Turkey, Colombia and Japan, which were the best-ranked nations according to IBSA rankings for Football-5. Following a meeting of the IBSA Sub-Committee for Football-5 in November 2011, IBSA decided to allocate the unused slot to Turkey. The IBSA Football-5 Sub-Committee is referred to in this decision as “the IBSA Sub-



Committee”, and the meeting in November as “the IBSA Sub-Committee meeting”. Japan did not agree with the IBSA Sub-Committee decision, and appealed to the Court of Arbitration for Sport (“CAS”) asking that the decision be set aside. This appeal was declined by CAS.

- 3.4. IPC undertook an investigation of the circumstances in which the IBSA Sub-Committee allocated the unused slot for the 2012 Games to Turkey. In particular, it examined the role of Mr. Campos in that decision. It also investigated the part played in that decision by both Mr. Abdullah Cetin and Mr. Mesut Dedeoglu. Mr. Cetin is the President of the Turkish Blind Sports Federation (“GESFED”) and has been so since May 2011. Mr. Dedeoglu is the former President of GESFED, having held that office prior to March 2011. Prior to March 2011 Mr. Dedeoglu also held the post of Secretary-General of IBSA.
- 3.5. The IPC concluded that the conduct of Mr. Campos, Mr. Cetin and Mr. Dedeoglu may have amounted to a breach of the IPC Code of Ethics (“the Code of Ethics”), and brought a complaint against each of them.

4. Proceedings Before the IPC Legal and Ethics Committee

- 4.1. On 16 April 2013 the IPC notified Mr. Campos, Mr. Cetin and Mr. Dedeoglu regarding its complaint. In short, it alleged that GESFED had entered into one or more contractual agreements with Mr. Campos whereby Mr. Campos was to be paid certain sums of money in return for the provision of certain services, these agreements being entered into with the full knowledge and approval of both Mr. Cetin and Mr. Dedeoglu. In particular, the IPC alleged that it was tacitly agreed and understood that Mr. Campos would use his position and influence as Chairperson of the IBSA Sub-Committee to ensure that Turkey participated in the Football-5 competition at the 2012 Games.
- 4.2. In addition or alternatively, the IPC complained that the entering into of these agreements constituted a conflict of interest on the part of Mr. Campos, Mr. Cetin and Mr. Dedeoglu.
- 4.3. The IPC alleged that this behaviour was contrary to the Code of Ethics, to which each of Mr. Campos, Mr. Cetin and Mr. Dedeoglu were subject. Mr. Campos, Mr. Cetin and Mr. Dedeoglu accepted that they were subject to the provisions of the Code of Ethics.



- 4.4. The IPC also alleged that Mr. Campos' failure to disclose his dealings in respect of the First and/or Second Agreements compromised the IPC in respect of proceedings brought before the Court of Arbitration for Sport ('CAS') by the Japanese National Paralympic Committee in respect of the allocation to Turkey of a place in the Football-5 competition at the 2012 Games (referred to hence as 'the Japanese CAS Matter').
- 4.5. The complaint was heard before the First Panel on 13 September 2013 in Bonn, Germany. The hearing took place in person with the IPC, and each of Mr. Campos, Mr. Cetin and Mr. Dedeoglu attending. The positions and evidence adopted and evidence given by the Parties are set out and summarised below –
- 4.5.1. It was not disputed that GESFED and Mr. Campos had entered into an agreement in 2011 whereby Mr. Campos agreed to provide certain services in connection with the development of sport for visually impaired athletes in Turkey, nor was it disputed that Mr. Campos was to be paid the sum of EURO 35,000.00 for these services. This is referred to as "the First Agreement" in this decision.
- 4.5.2. The existence and terms of a second agreement were disputed. Mr. Campos said that an unwritten second agreement for supplemental services had been entered into, whereby he would be awarded a payment of EURO 100,000.00 if Turkey was allocated a place in the Football-5 competition at the 2012 Games. Both Mr. Dedeoglu and Mr. Cetin denied that any such agreement had been entered into. This agreement is referred to as "the Second Agreement" in this decision, although the Appeal Panel recognises that no finding of fact that the Second Agreement was ever entered into was made by the First Panel.
- 4.5.3. Mr. Cetin and Mr. Dedeoglu denied that the First Agreement and/or Second Agreement placed them in a position of conflict with their duties as IBSA and/or GESFED officers.
- 4.5.4. Each of Mr. Campos, Mr. Cetin and Mr. Dedeoglu denied that the First Agreement and/or Second Agreement had been entered into with a view to Mr. Campos using his influence to ensure that Turkey participated in the Football-5 competition at the 2012 Games.



4.5.5. Mr. Campos denied that he had in fact used his influence to ensure that Turkey participated in the Football-5 competition at the 2012 Games.

4.5.6. Mr. Campos denied that the entering into of the First and/or Second Agreement placed him in a position of conflict with his position and/or duties with IBSA or otherwise constituted a violation of the Code of Ethics.

4.5.7. Mr. Campos denied that he had committed any violation of the Code of Ethics arising from the Japanese CAS Matter.

5. The IPC Handbook

5.1. The IPC Handbook is the primary governance instrument for the IPC. All persons who are subject to the jurisdiction of the IPC are required to abide by its provisions. The relevant provisions of the IPC Handbook are those dealing with the IPC Code of Ethics and the procedures to be applied in the event that a breach of the Code of Ethics takes place. These are contained at Section 2, Chapter 1.1 and Chapter 1.1 Appendix A. The procedural rules included in Appendix A are referred to as “the Rules” in this decision.

6. Jurisdiction and Admissibility

6.1. The Code of Ethics specifies that the following persons shall be subject to the Code of Ethics:

Any Member of the Paralympic Family, i.e., a person who accepts and assumes a function in the IPC, or in association with the IPC, regardless whether it is a voluntary or paid position, elected or appointed, an athlete or team official, shall be subject to the provisions as laid down in this IPC Code of Ethics.

6.2. Mr. Campos, Mr. Cetin and Mr. Dedeoglu raised no objection to the IPC’s jurisdiction and the applicability of the Code of Ethics. Mr. Campos has raised no objection in relation to this appeal.

6.3. The Rules provide that complaints should be resolved at first instance by a hearing panel appointed by the Chairperson of the LEC (Rule 1.1), and that appeals in respect of any decisions made by such hearing panels should be resolved according to the further provisions in the Rules. The Appeal Panel has been constituted and empowered to resolve the appeal according to the Rules.



7. The First Decision

- 7.1. The First Decision can be summarised as follows by reference to each of the individual Respondents.

Mr. Cetin

- 7.2. The First Panel did not uphold the complaint by the IPC that Mr. Cetin violated the Code of Ethics as a result of GESFED entering into the First Agreement and/or Second Agreement with Mr. Campos.
- 7.3. The First Panel was unable to find that Mr. Cetin knew or should have known that the First and/or Second Agreements entered into with Mr. Campos compromised GESFED and Mr. Campos. The overall complaint against Mr. Cetin was therefore dismissed.

Mr. Dedeoglu

- 7.4. The IPC's case against Mr. Dedeoglu was that in relation to the First Agreement, it was understood between Mr. Dedeoglu and Mr. Campos that part of the consideration for that agreement involved Mr. Campos taking whatever steps he could to ensure that Turkey was selected for the Football-5 competition at the 2012 Games. The IPC also alleged that the Second Agreement was entered into specifically with a view to Mr. Campos manipulating the IBSA Sub-Committee to ensure that Turkey was selected for the Football-5 competition at the 2012 Games. In addition or in the alternative, Mr. Dedeoglu violated the Code of Ethics in contracting or maintaining a contract (on behalf of GESFED) with Mr. Campos in the circumstances.
- 7.5. In relation to the First Agreement, it appeared to the First Panel that the agreement encompassed the provision of developmental services by Mr. Campos. The First Panel did not uphold the complaint by the IPC that Mr. Dedeoglu violated the Code of Ethics as a result of GESFED entering into the First Agreement and/or Second Agreement with Mr. Campos.
- 7.6. In relation to the allegation that Mr. Dedeoglu entered into the First and/or Second agreements with a view to having Mr. Campos use his position unethically, given the circumstantial nature of the case against him and the high standard of proof adopted, the Panel did not uphold the complaint against Mr. Dedeoglu.



Mr. Campos

- 7.7. The First Decision examined two issues: (1) did Mr. Campos have (but disregard) a conflict of interest and as such violate the Code of Ethics; and (2) did Mr. Campos enter into one or more agreements with GESFED that constituted a violation of the Code of Ethics?
- 7.8. The conflict issue was addressed first. The First Panel had regard to the provisions in the Code of Ethics regarding conflicts of interest. They state (at Article 2.1) that –
- Members of the Paralympic Family shall have no undisclosed direct or indirect interest in or any relationship with any outside organization or person that might affect, or be reasonably misunderstood by others to be affecting his/her objectivity, judgment, or conduct in carrying out the duties and responsibilities that he or she has in conjunction with the Paralympic activities. This also applies to spouses, family members, businesses, or organizations to which Members of the Paralympic Family may belong.*
- 7.9. Mr. Campos took the position that his conduct in accepting financial inducements from GESFED and participating in IBSA governance did not amount to a conflict. IPC submitted that this position was untenable. The First Panel agreed. It noted that the words “*reasonably misunderstood by others*” in Article 2.1 of the Code of Ethics were important. The complaint was therefore upheld in relation to the conflict of interest allegation.
- 7.10. As regards to the issue of whether or not Mr. Campos used his position to manipulate the decision-making process in Turkey’s favour, and was paid to so use his position by way of the First and/or Second agreements, the First Panel was not able to conclude, on a comfortable satisfaction standard, that either agreement had been entered into with a view to Mr. Campos ensuring that Turkey qualified for the 2012 Games.

The Japanese CAS Matter

- 7.11. The First Panel also considered the complaint made by the IPC that the failure to disclose the existence of the agreements referred to above had, or may have had, an impact on proceedings brought before CAS by the Japanese National Paralympic Committee. The First Panel agreed that such a failure could amount to a breach of Article 1.8 of the Code of Ethics.



- 7.12. The First Panel dismissed any complaint in this regard as against Mr. Dedeoglu and Mr. Cetin.
- 7.13. With regards to Mr. Campos, the First Panel found that Mr. Campos was guilty of a breach of the Code of Ethics in failing to disclose, in response to correspondence received in relation to the CAS matter, his personal interest in the outcome of the selection process. The First Panel noted that *“at the same time as the Japanese National Paralympic Committee was seeking to challenge Turkey’s participation in the Football-5 Competition at the London 2012 Games, Mr. Campos was trying to have GESFED pay him sums of money that he saw as being at least in part a reward for that participation. His failure to disclose that was shameful.”* It upheld the complaint.

Sanction

- 7.14. The First Panel addressed the issue of sanction, noting that the only applicable provision appeared to be that at Rule 13.6.2, which states –
- “With regard to officials, managers and other members of any delegation as well as any sports technical and medical officials, and administrators: temporary or permanent ineligibility or exclusion of the Paralympic Games or other IPC events.”*

- 7.15. In relation to Mr. Campos, the Panel imposed the following sanction:

Exclusion from all IPC events (being Competitions recognised, sanctioned or otherwise approved by the IPC) for a period of twenty-seven months, from the date of this decision.

Exclusion from participation in any selection process relating to any IPC events (being Competitions recognised, sanctioned or otherwise approved by the IPC) for a period of twenty-seven months, from the date of this decision.

8. The Appeal

- 8.1. Rule 14 provides for the making of an appeal in respect of a decision made by a Legal and Ethics Committee Hearing Panel.



- 8.2. Pursuant to Rule 14.2, Mr. Campos filed a Notice of Appeal with the IPC on 15 October 2013. This was within the time frame mandated by Rule 14.2 and complied with the requirements of Rule 14.3.
- 8.3. Pursuant to Rule 14.3, the IPC President established the Appeal Panel.
- 8.4. On 6 December 2013, the Chairperson of the Appeal Panel issued Directions for the disposition of the Appeal by way of a Pre-Hearing Order made pursuant to Rule 14.7. This included the following order –

“The Appeal Panel considers that an oral hearing on this appeal is not necessary, rather we will decide this matter on the basis of written submissions. We invite the parties to make representations on this point, should they wish, by no later than Friday 13 December 2013”
- 8.5. No representations as to the need for an oral hearing were received by the Appeal Panel from the Parties.
- 8.6. Pursuant to the Pre-Hearing Order –
 - 8.6.1. Mr. Campos filed a written submission with the Appeal Panel on 31 December 2013;
 - 8.6.2. The IPC filed a written submission with the Appeal Panel on 15 January 2014;
 - 8.6.3. Mr. Campos filed a written submission in reply to the IPC submission with the Appeal Panel on 24 January 2014.
- 8.7. On 10 February 2014, the Appeal Panel convened by way of conference call and considered the Parties’ positions and the merits of the Appeal. Prior to the conference call, the Appeal Panel had been provided with the documentary evidence made available to the First Panel, and copies of the Parties’ submissions to the First Panel and in relation to the appeal.

9. The Parties’ Positions

- 9.1. Mr. Campos outlines his grounds for appeal in his Notice of Appeal dated 15 October 2013. He argues as follows:
 - 9.1.1. Given the First and Second Agreements were entered into between him and GESFED, but in particular by way of Mr. Dedeoglu and Mr. Cetin as responsible officers of GESFED, that it was wrong for the First Panel to find



that he was guilty of a conflict in respect of the agreements, but that Mr. Dedeoglu and Mr. Cetin were not. If he was conflicted they must have been as well.

- 9.1.2. He was not, in fact, conflicted when acting as part of the IBSA Sub-Committee.
- 9.1.3. The CAS ruling in the Japanese CAS matter shows that the allocation process was fair.
- 9.1.4. The sanction applied by the First Panel was disproportionate and should be set aside.
- 9.2. In his written submission sent on 13 December 2013, Mr. Campos repeats these arguments. He also expands on his arguments as regards the Japanese CAS matter. In particular, he claims that –
 - 9.2.1. the fact that the First Agreement expired in June 2011, some months before the relevant selection decision, shows that it could have had no bearing on that decision; and
 - 9.2.2. there was no connection between his claims for payment in respect of either the First or Second Agreement and the selection decision.
- 9.3. The IPC's position in response to Mr. Campos' appeal is set out in its written submission dated 15 January 2014. The IPC says:
 - 9.3.1. The IPC disputes Mr. Campos' claim that there was no conflict. The IPC observes that Mr. Campos had "a direct and personal interest in the fortunes of the Turkish team", but also (as Chair of the IBSA Subcommittee) "had a duty to impartially make decisions concerning the Turkish team". The IPC says that the financial agreements entered into by Mr. Campos "might be reasonably misunderstood by others" to affect Mr. Campos' "objectivity, judgement or conduct", and so he had a duty to disclose the conflict. As regards to Mr. Campos' claim that the First Agreement was expressed to end in June 2011, and so could have had no bearing on the selection process, the IPC notes that the evidence put before the First Panel, which was not disputed, was that Mr. Campos had not been paid under the terms of the First Agreement at the time the selection decision was made.



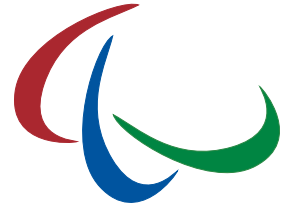
- 9.3.2. With regards to the position taken by Mr. Campos that if he was conflicted, that Mr. Dedeoglu and Mr. Cetin were also, and so should have been sanctioned, the IPC does not agree. It argued that a perceived inconsistency on the part of the First Panel in deciding that Mr. Campos was conflicted, but that Mr. Dedeoglu and Mr. Cetin were not, is not in and of itself grounds for appeal.
- 9.3.3. The IPC questions whether the Appeal Panel has jurisdiction to review the findings made by the First Panel in relation to the conflict issues vis-a-vis Mr. Dedeoglu and Mr. Cetin. It contends that even if that jurisdiction existed, that neither was responsible for selection issues in respect of the London 2012 Games. Further, neither had direct knowledge of the Japanese CAS matter. In short, their circumstances were different, and so there was no inconsistency on the part of the First Panel in dismissing the complaint against Mr. Dedeoglu and Mr. Cetin, but upholding the complaint against Mr. Cetin.
- 9.3.4. With regards to the Japanese CAS matter, the IPC asserts that Mr. Campos' failure to disclose the existence of the First or Second Agreements compromised both him and the IPC.
- 9.3.5. The IPC disagrees with Mr. Campos' claim that the sanction imposed upon him is disproportionate. It contends that the sanction was not severe enough. In this regard, the IPC asks that the Appeal Panel increase the sanction and/or offset part of the sanction if Mr. Campos makes some form of payment to the Japan Paralympic Committee, to in part compensate that body in respect of the costs incurred in connection with the Japanese CAS matter.

10. Decision

- 10.1. The Appeal Panel's decision is set out below. It is prefaced by a short summary as regards to the scope of review available to it, and the issues that it has thereby been able to consider, and not consider, as part of this Appeal.

Scope of Review

- 10.2. The relevant provisions in the Rules are –



14.1 Any person who has been found guilty of breach of the Code and has had a sanction imposed shall have the right to Appeal that decision.

14.4 The Appeal will take the form of a full re-hearing of the Complaint. The Complainant and the Respondent shall be entitled to produce any evidence they wish in support of their position. The Statement of Case and Reply shall remain the same, unless the Appeal Panel give permission for either of them to be amended in any way.

14.9 The Appeal Panel may, if it deems itself to be sufficiently informed, decide to not hold a hearing.

14.10 The Appeal Panel shall be entitled to issue a new decision on the Complaint which replaces the decision of the Hearing Panel, and in doing so will have available to it the full range of remedies and sanctions as were available to the Hearing Panel. The Appeal Panel may annul the decision and refer the Complaint back to the Hearing Panel with directions or advice as to how they should conduct the Complaint.

14.11 The Appeal Panel shall be entitled to impose a greater sanction if it considers that to be appropriate.

10.3. A number of points arise from these Rules:

10.3.1. The only Party entitled to appeal in respect of the First Decision is Mr. Campos. He is the only Party who has been found guilty of a breach of the Code of Ethics and has had a sanction imposed.

10.3.2. Although Rule 14.4 states that the Appeal “*will take the form of a full re-hearing of the Complaint*”, it appears to the Appeal Panel that this wording speaks to the type of hearing that will be conducted, in this case a de novo or new hearing on the entire case, and applies in relation to the appellant or appellants, as the case may be. In this case, there were originally three Respondents. Two of those Respondents have had the complaints against them dismissed. There cannot be a full re-hearing that includes all three Respondents because to do so would be to re-open complaints that have been heard and dismissed. Rule 14.4 must therefore be construed narrowly in this Appeal as being applicable only to Mr. Campos.



10.3.3. Rule 14.4 provides Mr. Campos with a right of appeal against his sanction. There is no right of appeal against the sanction for the IPC. However, given that (a) Mr. Campos has made the sanction an issue for the Appeal Panel and (b) Rules 14.10 and 14.11 allow the Appeal Panel to substitute a new and potentially greater sanction, it appears to the Appeal Panel that the IPC is allowed to make representations as to sanction. The Appeal Panel views a natural and practical construction of the Rules as being that if a sanction is put into issue on appeal, that both Parties should have the right to argue that it should be lowered, or increased, respectively.

Merits

11. The Appeal Panel has concluded as follows.

11.1. As a preliminary matter, the Appeal Panel considered the issue of the standard of review, in particular whether it should adopt the “comfortable satisfaction” standard as did the First Panel, or the “balance of probabilities” standard. The Appeal Panel noted that there was nothing in the relevant Rules that spoke to this issue. The Appeal Panel believed that it was more procedurally fair to Mr. Campos to continue with the same standard, and so adopted the standard of comfortable satisfaction in relation to this Appeal.

11.2. The Appeal Panel determined that the submissions and substance of the Appeal lent themselves to a discussion of four distinct issues:

- Was there “equal treatment” between each of the Respondents in the First Decision?
- Did Mr. Campos violate Article 2.1 of the Code of Ethics? In other words, was there a conflict of interest?
- Did Mr. Campos violate Article 1.8 of the Code of Ethics as far as the Japanese CAS matter is concerned?
- Was the sanction appropriate and proportionate?

11.3. These issues are considered in turn.



“Equal Treatment”

- 11.4. Mr. Campos complains that the fact that the First Panel found him to be guilty of a breach of Article 2.1 arising from the First and/or Second Agreements, but did not find his fellow Respondents to be guilty, demonstrates that the First Panel’s reasoning was flawed and by extension the First Decision is unfair.
- 11.5. The Appeal Panel finds that this is a misunderstanding of the First Decision.
- 11.6. The First Decision correctly emphasized that the burden was solely on the IPC to satisfy the First Panel, to a standard of comfortable satisfaction, that the complaint should be upheld. That meant that the IPC was required to present evidence that showed, to the required standard, that each of the Respondents had behaved in a manner that contravened the Code of Ethics.
- 11.7. The IPC alleged that each of the Respondents had breached Article 2.1. The IPC complained about the individual actions of Mr. Campos, as well as about the collective actions of Mr. Campos and Mr. Dedeoglu and Mr. Cetin. The evidence supporting these various allegations was different.
- 11.8. The evidence concerning the joint complaint was, in essence, that the very entering into of the First and/or Second Agreements placed the Respondents in a conflict position. The First Panel was not satisfied that, by simply entering into the First and/or Second Agreements, any of the three Respondents violated Article 2.1.
- 11.9. The evidence concerning the individual complaint against Mr. Campos was that, by failing to disclose his material interests in connection with the First and/or Second Agreements to the IBSA Sub-Committee, Mr. Campos violated Article 2.1. This allegation was based on the evidence in connection with the deliberations of the IBSA Sub-Committee, and the evidence that showed the failure on the part of Mr. Campos to make any such disclosure. The First Panel was satisfied that this amounted to a breach of Article 2.1.
- 11.10 Mr. Campos appears to take the position that the First Panel upheld the joint complaint, but that the other two Respondents were not sanctioned. He argues that if Mr. Dedeoglu and Mr. Cetin did not violate the Code of Ethics as a result of the First and/or Second Agreements being entered into, then he could not have either.
- 11.11 Mr. Campos is mistaken. The First Panel did not uphold the joint complaint. The basis upon which Mr. Campos was found to have violated Article 2.1 is not that he entered into the First and/or Second Agreements: it was his failure to disclose them to the IBSA Sub-Committee. The Appeal Panel finds that there was no “unequal



treatment” of Mr. Campos by the First Panel as compared to the treatment of Mr. Dedeoglu and Mr. Cetin. To be clear, the Appeal Panel finds that Mr. Campos was not treated unfairly by virtue of the fact that he was found to have breached the Code of Ethics, and Mr. Dedeoglu and Mr. Cetin were not.

Was there a Conflict of Interest?

- 11.12 Mr. Campos asserts that, as a matter of fact, he was not and never was conflicted, as he was not influenced in any way by the entering into of the First and/or Second Agreements when it came to the London 2012 selection process.
- 11.13 It is highly significant in the minds of the Appeal Panel that Mr. Campos so strongly asserted the existence of both the First and Second Agreements. While both Mr. Dedeoglu and Mr. Cetin denied the existence of the Second Agreement, Mr. Campos unwaveringly contended that it existed. He behaved throughout the entire time in question as if the Second Agreement existed. For the purposes of this decision, the Appeal Panel finds it sufficient that Mr. Campos thought that the Second Agreement existed. This subjective belief triggered, in the opinion of the Appeal Panel, Mr. Campos’ obligations under the IPC Code of Ethics with respect to the Second Agreement.
- 11.14 The Appeal Panel is concerned by the evidence in relation to Mr. Campos’ repeated claims in 2012 for payment of significant sums of money in relation to the Second Agreement. The evidence speaks to a clear connection in Mr. Campos’ mind between the qualification of Turkey for London 2012 and the payments that he believed were due to be paid to him. The Appeal Panel notes, for example, the contents of Mr. Campos’ e-mails dated 5 March 2012 and 4 May 2012, both addressed to Mr. Cetin and Mr. Dedeoglu. In the 5 March 2012 e-mail, Mr. Campos notes that the IBSA sub-committee meeting had been held, and that Turkish national Paralympic committee would be advised that it had a slot in the London 2012 Games. Mr. Campos requested that the terms of his agreement be honoured, including: “2. *Payment of the amount agreed by Mesut and me in January 2011 in the event that Turkey participated in the London 2012 Paralympic Games (100.000€). The only condition. Turkey will be in London and we should both be happy because we have achieved our goal.*” In the 4 May 2012 e-mail, Mr. Campos states that he wanted to speak with Mr. Cetin about “*the payment of 100,000 Euros which was agreed with Mesut by way of compensation if Turkey qualified for London.*” Mr. Campos goes on to say that, “*The final decision regarding Turkey and*



the African slots was exclusively mine, ignoring calls from other people on the sub-committee who wanted the African slots to go to the 3rd placed team in America or Asia. It was a fair decision and I understood it to be as such.” Despite the fact that the qualification of Turkey for the 2012 Games was, on Mr. Campos' evidence, a key measurable factor in determining whether Mr. Campos should be paid large sums of money (as referenced by him in the e-mails referred to), Mr. Campos did not notify the body tasked with deciding on this qualification (the IBSA Sub-Committee) or the body tasked with defending the integrity of that decision (the IPC) of this.

11.15 The IPC invited the First Panel to conclude that this evidence supported a conclusion that Mr. Campos, Mr. Dedeoglu, and Mr. Cetin had colluded in an effort to ensure that Turkey qualified for London 2012, and that the payments claimed by Mr. Campos were, in effect, a bribe to have him subvert the allocation process. The First Panel, adopting a comfortable satisfaction standard, was not able to conclude that that was the case. That finding is not the subject of the appeal and the Appeal Panel is not empowered to re-examine that issue. However, it is able to draw certain conclusions from the evidence as regards the allegation that Mr. Campos violated Article 2.1.

11.16 In this regard, the operative wording of Article 2.1 is:

Members of the Paralympic Family shall have no undisclosed direct or indirect interest in or any relationship with any outside organization or person that might affect, or be reasonably misunderstood by others to be affecting his/her objectivity, judgment, or conduct in carrying out the duties and responsibilities that he or she has in conjunction with the Paralympic activities...

11.17 It is reasonably clear to the Appeal Panel that Mr. Campos had a direct relationship with an outside organisation, being GESFED. The relationship was at least the First Agreement and potentially the Second Agreement, at least in Mr. Campos' mind.

11.18 It is also clear that Mr. Campos was conducting duties and responsibilities that were in conjunction with Paralympic activities. He was a key part of the Football-5 selection process for the 2012 Games.

11.19 That leaves the issue of whether or not the relationship might have affected, or might have been understood to have affected, his objectivity, judgment or conduct in carrying out those duties. The First Panel concluded that Mr. Campos' relationship could be reasonably misunderstood to affect Mr. Campos' judgment, even if Mr. Campos claimed that it did not. The Appeal Panel agrees with that conclusion.



11.20 The Appeal Panel also concludes that Mr. Campos knew that he was conflicted, but wilfully ignored that conflict. He knew that he had a key role in the decision-making process of the IBSA Sub-Committee and that the outcome of that process would have a direct bearing on his receiving sums of money that he believed he was entitled to be paid. The evidence shows that Mr. Campos drew a direct link between the outcome of the IBSA Sub-Committee decision and his claim for payment. The Appeal Panel believes that it is not credible for Mr. Campos to claim that the existence of the First and/or Second Agreements had no effect on his judgment as part of the London 2012 allocation process.

11.21 The Appeal Panel notes that Article 2.2 of the Code of Ethics states:

2.2 In the following non-exhaustive list of examples, the circumstances in which a conflict of interest could arise and which persons should avoid being involved in or create the appearance of, are:

iv) loss of independence, or impartiality;

v) adversely affecting public confidence in the integrity or reputation of IPC;

11.22 The Appeal Panel notes that Mr. Campos' conflict falls within at least the quoted examples referred to above.

11.23 The Code of Ethics is clear in respect of what action should be taken by a person who is in such a conflict. Article 2.3 states:

2.3 It is the personal responsibility of each Member of the Paralympic Family to avoid any case of conflict of interest. Faced with a situation of a potential conflict of interest, the person concerned must refrain from expressing an opinion, from making, or participating in making, a decision or accepting any form of benefit whatsoever. However, if the person wishes to continue to act or if the person is uncertain as to the steps to take, the person must inform the IPC Legal and Ethics Committee of the situation; the Legal and Ethics Committee is responsible for advising persons, at their request, in a situation of a potential conflict of interest.

11.24 Mr. Campos should have refrained from participating in the IBSA Sub-Committee decision-making process; or sought guidance from the IPC Legal and Ethics Committee as to whether he was able to be part of that process. He did neither.

11.25 Mr. Campos' appeal of the violation of Article 2.1 of the IPC Code of Ethics is therefore dismissed, and the decision of the First Panel in this regard is confirmed.



- 11.26 The Appeal Panel finds (pursuant to Rule 14.10) that Mr. Campos also violated Article 2.3 of the IPC Code of Ethics in failing to avoid a situation of conflict of interest, and in failing to act appropriately when faced with a potential conflict of interest situation.
- 11.27 In addition, the Appeal Panel exercises its authority and finds that Mr. Campos' actions with respect to the First and/or Second Agreement contravened Articles 1.3, 1.4, 1.8 and 10.1 of the IPC Code of Ethics. We find that the evidence shows to a level of comfortable satisfaction that Mr. Campos was not working for the benefit of the entire Paralympic movement; that he failed to safeguard the athletes' interests, priorities and opportunity to participate in fair competition and excel in sport; that he did not conduct his business with integrity or maintain a high standard of personal conduct; and that he violated the Code of Conduct for all elected or appointed sports leaders and administrators, in particular the requirement to make all decisions with absolute impartiality in the best interest of the athletes and the sport.

The Japanese CAS Matter

- 11.28 The First Panel found that Mr. Campos violated Article 1.8 of the Code of Ethics, by failing to disclose to the IPC the existence of either the First or Second Agreements at a time when the IPC was defending a complaint made to CAS. The essence of this complaint, brought by the Japanese National Paralympic Committee, was that the allocation process for Football-5 at London 2012 was flawed. The IPC defended the complaint without being made aware of Mr. Campos' personal interest in the outcome of that process.
- 11.29 Mr. Campos disputes the First Panel's finding. He says that CAS upheld the fairness of the allocation process, and so he cannot have breached Article 1.8. The IPC says that had he disclosed his arrangements with GESFED, the outcome of the CAS hearing may have been different. At the very least, the existence of First and Second Agreements would have been relevant and material.
- 11.30 The Appeal Panel agrees with the First Panel. The evidence shows that Mr. Campos was aware that the IPC was upholding the integrity of the allocation process and presenting it to CAS as being a fair and open process. Mr. Campos was claiming payment on the basis that Turkey's qualification for London 2012 was demonstrative of his successes in developing blind sport in Turkey. He was the Chairperson of the IBSA Sub-Committee that allocated the place to Turkey, and he benefitted, or at



least thought that he should benefit, from that allocation. He withheld that information from the IPC.

- 11.31 It is not possible to say whether disclosure of that information would have made a difference to the outcome of the CAS proceedings. It is quite clear to the Appeal Panel that the information was material and relevant. The IPC argued before CAS that the allocation to Turkey was fair, to the disadvantage of the Japanese athletes who were thereby deprived of an opportunity to compete at London 2012. The IPC was unaware that the Chairperson of the IBSA Sub-Committee had a financial interest in the allocation to Turkey. That embarrassed the IPC and may have prejudiced the interests of other athletes.
- 11.32 Mr. Campos' appeal of the violation of Article 1.8 of the IPC Code of Ethics is therefore dismissed, and the decision of the First Panel in this regard is confirmed.
- 11.33 In addition, the Appeal Panel exercises its authority and finds that Mr. Campos' actions vis-à-vis the Japanese CAS matter also contravened Articles 1.3, 1.4, 2.1 and 10.1 of the IPC Code of Ethics. We find that the evidence shows to a level of comfortable satisfaction that Mr. Campos was not working for the benefit of the entire Paralympic movement; that he failed to safeguard the athletes' interests, priorities and opportunity to participate in fair competition and excel in sport; that he had an undisclosed interest that affected his objectivity, judgment and conduct in carrying out his duties that he had in conjunction with Paralympic activities; and that he violated the Code of Conduct for all elected or appointed sports leaders and administrators, in particular the requirement to make all decisions with absolute impartiality in the best interest of the athletes and the sport.

Sanction

- 11.34 Mr. Campos argues that the sanction applied by the First Panel is disproportionate because it will result in him being disadvantaged professionally. No evidence in this regard or estimates of loss and/or impact has been adduced. Mr. Campos appears to argue that the impact of the sanction will result in a *de facto* ban from "Blind Sport".
- 11.35 The IPC argues that the sanction imposed by the First Panel was too lenient, and undervalues the harm caused to the IPC by, in particular, the Japanese CAS matter.
- 11.36 The Appeal Panel has given the issue of sanction a great deal of consideration. It notes that Mr. Campos has violated a number of Articles of the Code of Ethics, in particular Articles 2.1 and 2.3, by failing to act on his conflict of interest, and Article



1.8, by failing to notify the IPC of his financial interests in the allocation to Turkey in the context of the Japanese CAS matter. The Appeal Panel has also found violations of Articles 1.3, 1.4 and 10.1.

- 11.37 In relation to the conflict issues, the Appeal Panel feels that the failure by Mr. Campos to disclose his material interests in the outcome of the IBSA Sub-Committee process should attract a severe sanction. Mr. Campos has attempted to convince both the First Panel and the Appeal Panel that his financial dealings with GESFED had no impact whatsoever on his dealings with the IBSA Sub-Committee. The Appeal Panel does not accept his evidence in this regard.
- 11.38 The evidence provided in the form of e-mail correspondence shows that Mr. Campos saw there to be a direct causal link between Turkey qualifying for London 2012 and him being paid. He says that the liability to pay him as far as the First Agreement is concerned had accrued before the IBSA Sub-Committee met in November 2011, and so was not relevant as he would have been paid anyway. The Appeal Panel does not accept that this absolved him of any requirement to disclose the existence of the agreement. Mr. Campos' attitude in relation to the Second Agreement is egregious: he saw Turkey's qualification as paving the way to him receiving a payment of EURO100,000.00. To pretend that he was not conflicted in respect of a process that he was involved in, and which would put him in a position to claim a significant financial reward if it went a certain way, is not sustainable.
- 11.39 The Appeal Panel is equally disturbed and dismayed by the impact Mr. Campos' violation of the Code of Ethics had on a number of Japanese and Colombian athletes, who were denied a fair opportunity to compete at London 2012. The IBSA Sub-Committee deliberations resulted in a close decision, with Mr. Campos' vote being important; he should not have been a part of that process. The CAS proceedings were conducted by the IPC on the basis that the decision was fair; its approach would have been different had it been told by Mr. Campos of his financial interests in the decision.
- 11.40 The Appeal Panel is mindful of the irreparable harm that may have been caused to the Japanese and Colombian Football-5 players, who may have been denied an opportunity to compete at a Paralympic Games. There is also unfairness to the Turkish athletes whose legitimate participation in London 2012 may always be questioned.
- 11.41 The sanction to be applied to Mr. Campos can reflect both a punitive element in respect of the relevant conduct and its consequences on others, and a deterrent



element to make clear that such conduct cannot be tolerated. The Appeal Panel is aware that any sanction must be 'proportionate', that is, that it is limited to what is necessary to ensure the proper conduct of competitive sport. The sanction must reflect the seriousness of the offence, the harm to others and the need to deter future behaviour.

11.42 These are serious offences. Participation in a Paralympic Games is, for many athletes, a once-in-a-lifetime opportunity. Those athletes have no choice but to put their faith in selection processes that are fair and open. Violating the integrity of that process has implications that can last for many years, if not a lifetime, for the athletes who suffer as a result. It is a serious offence that must attract a severe sanction.

11.43 The Appeal Panel does not agree that a sanction of twenty-seven months reflects this severity. The Appeal Panel therefore imposes the following sanction pursuant to Articles 13.6.2 and 14.11 of Appendix A of the IPC Code of Ethics:

1. **Exclusion from the Paralympic Games and all other IPC events commencing 1 October 2013 and ending the day after the Closing Ceremonies of the 2020 Paralympic Summer Games.**
2. **Exclusion from participation in any selection process relating to the Paralympic Games and all other IPC events commencing 1 October 2013 and ending the day after the Closing Ceremonies of the 2020 Paralympic Summer Games.**

11.44 The Appeal Panel is expressly empowered by Rule 14.11 to impose a greater sanction if it considers that to be appropriate. The Appeal Panel recognizes that this decision adversely affects Mr. Campos in that it puts him in a worse position having appealed the decision of the First Panel than if he had not appealed at all. The Appeal Panel considered if it was necessary to offer the parties the opportunity to make additional submissions on this issue. The Appeal Panel determined that this was not necessary as the issue of sanction was clearly addressed by both parties in submissions, and Mr. Campos was specifically afforded the opportunity to reply to the IPC's submission that the First Panel's sanction was too lenient. In augmenting the original sanction, the Panel's decision was motivated by its view of the offending



conduct, the harm to the Paralympic Movement and the impact on athletes. Acting on the authority under Rule 14.11, the Panel imposed what it considers to be a proportionate and effective sanction.

- 11.45 The Appeal Panel has considered the submission made by the IPC that part of this sanction might be suspended if Mr. Campos were to make some recompense to the IPC and/or third parties. There is no provision for such an award in the Rules.
- 11.46 With respect to the submission by Mr. Campos that he is being banned from “Blind Sport”, the Appeal Panel notes that the IPC is not the International Federation for Blind Sports, and the sanction does not in and of itself constitute an exclusion from Blind Sports. The Appeal Panel does not have the authority to impose a sanction on Mr. Campos that extends to the activities of IPC members.
- 11.47 The Appeal Panel also notes that the Rules make no provision for the publication of this Decision. It therefore has no power to make any order in that regard. However, it notes that the implementation and enforcement of this Decision will require that various individuals and organizations be made aware of the outcome.
- 11.48 Pursuant to Rule 14.12, the appeal fee of EURO 300 is forfeited to the IPC.
- 11.49 The Appeal Panel remains seized of this matter in the event that the parties require clarification with respect to any aspect of this Decision.
- 11.50 The Rules permit no further appeal from this Decision, which is final.

Carla Qualtrough
Legal and Ethics Committee Member and
Appeal Panel Chairperson

24 February 2014