

Decision of the FIFA Disciplinary Committee

passed on 7 August 2025

DECISION BY:

Jorge Ivan Palacio (Colombia), Chairperson

José Ernesto Mejía Portillo (Honduras), Member

Francisco Schertel Mendes (Brazil), Member

ON THE CASE OF:

Boris Cespedes

(Decision FDD-23720)

REGARDING:

Article 23.1 of the FIFA Disciplinary Code (ed. 2023) – Doping

Article 6 of the FIFA Anti-Doping Regulations (ed. 2021) – Presence of a Prohibited Substance

I. FACTS

1. The following summary of the facts does not purport to include every single contention put forth by the parties at these proceedings. However, the Committee has thoroughly considered all evidence and arguments submitted, even if no specific detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. At the time of the Anti-Doping Rule Violation (**ADRV**) the Respondent was 29 years-old, playing for Swiss Super League club Yverdon-Sport FC and the representative team of the Bolivian Football Federation (**FBF**).
3. On 25 March 2025, following a match played by the FBF at the FIFA World Cup 2026™ Preliminary Competition for the CONMEBOL region in Bolivia, the Player was selected to undergo an In-Competition doping control (urine).
4. On 10 April 2025, the WADA accredited lab located in Cologne, Germany, reported that an analysis of the A Sample no. 1519962 had been conducted and returned an Adverse Analytical Finding (**AAF**) for acetazolamide. Acetazolamide is defined in the WADA Prohibited List as a category S5 Specified substance (diuretic and masking agents), which is prohibited at all times.
5. After an initial review of the case, it was established that the Player did not have a Therapeutic Use Exemption, that there were no apparent departures from the International Standards in the collection or testing of the sample, and that it was not apparent that the AAF was caused by the ingestion of the Prohibited Substance through a permitted route.
6. Following this initial review, on 16 April 2025, the FIFA Anti-Doping unit (**FADU**) issued a notification to the Player advising of a potential ADRV (**Notice Letter**). The Notice Letter advised that the case would be forwarded to the FIFA Disciplinary Committee and that a determination would be made over whether the Player should be provisionally suspended pending final adjudication of the case. The Notice Letter also included a copy of the athlete's Doping Control Form (**DCF**) and the ADAMS Analytical Test Result.
7. On 17 April 2025, the Secretariat to the FIFA Disciplinary Committee (the **Secretariat**) contacted the Player through the FBF and via the FIFA Legal Portal. The letter advised the Player that, among other things, a disciplinary proceeding had been opened against the Player, and that a mandatory Provisional Suspension had not been imposed at that stage. The communication also provided the Player a deadline of 1 May 2025 to submit any explanation pertaining to the potential ADRV.
8. On 17 April 2025, the Player acknowledged receipt of the Notice Letter and requested to have his B Sample opened and analysed.
9. On 23 April 2025, FADU contacted the Player via email advising that a B Sample analysis had been requested from the WADA approved lab in Cologne.
10. On 30 April 2025, the Player contacted the Secretariat via the Legal Portal providing his initial explanation. The Player's explanation was that the doping control conducted on him was irregular for two reasons:

- a) First, the DCF provided to the Player by FADU stated that the notification of the Player's selection for doping control was made at 9:57pm, the Player arrived at the doping control station at 10:02pm, and the sample was provided at 10:07pm. However, the match ended at approximately 6:00pm and the Player would have been notified around 5:39 latest, with the procedure having been completed around 6:37pm. The Player argued that this discrepancy raised concerns about the validity of the control.
- b) Second, the DCF provided to the Player by FADU was missing the signatures required from the Player and the Doping Control Officer (**DCO**). The names and signatures of the witness were also missing. The Player argued that an ADRV proceeding should not rely on an unsigned DCF.

11. Based on the above reasons, the Player requested that the AAF be dismissed and no ADRV be pursued.
12. On 30 April 2024, the Secretariat sent a letter to the Player through the Legal Portal. In doing so, the Secretariat advised the Player both that the DCF provided to him was only a copy of the original form which was available from ADAMS and that ADAMS operates on GMT timing, and therefore the time is reflected in the GMT time zone. Similarly, the Secretariat informed the Player that the ADAMS copy of the DCF does not include original signatures. The communication also included an original copy of the DCF generated at the time of the doping control by the DCO. The original DCF included the local time of the procedure (notification at 5:57pm, arrival at doping control 6:02pm, sample provided at 6:07pm and control concluding at 6:36pm) which was properly reflected by the time difference to GMT. The original DCF included all the signatures which were missing in the ADAMS copy and the letter also provided the Player with an additional deadline of 7 May 2025 to provide any supplementary explanations for the potential ADRV.
13. On 7 May 2025, the Player submitted a supplementary explanation for the ADRV. His explanation did not deny the Presence of the Prohibited Substance in his sample. The Player did however argue that he bore No Significant Fault for the ADRV, warranting a reduction in the standard 2 year-period of Ineligibility.
14. On 14 May 2025, the WADA accredited laboratory in Cologne confirmed that the B Sample Analysis confirmed the AAF of the A Sample analysis.
15. On 14 May 2025, the Secretariat provided a copy of the ADAMS B Sample test report to the Player and formally charged him of having committed an ADRV through a communication via the Legal Portal (the **Charge Letter**).
16. On 14 May 2025, the Player contacted the Secretariat via the Legal Portal. In his communication the Player entered into a voluntary Provisional Suspension effective immediately, accepted the charges against him, requested a case resolution agreement, and requested a hearing before the FIFA Judicial Bodies on this matter.
17. On 2 June 2025, the Player contacted the Secretariat via the Legal Portal. The communication reiterated the Player's position regarding the likely source of the Prohibited Substance and explained that the Player, nearing the end of his career, has been approached by several clubs to

continue his career at a substantially increased salary than what he is currently receiving. Those discussions have since been suspended as those clubs await clarity on the Player's anti-doping disciplinary situation.

18. On 25 June 2025, the Secretariat contacted the Player via the Legal Portal. The communication to the Player acknowledged that the Player had entered into a voluntary Provisional Suspension effective 14 May 2025. The letter similarly advised that a case resolution agreement would likely not be reached in this case and that as a such, a hearing would be scheduled as soon as possible thereafter. The letter advised that the Committee anticipated availability to hear the case in late July 2025.
19. On 16 July 2025, the Secretariat contacted the Player via the Legal Portal. The communication to the Player provided that a hearing had been set on the merits of the case, to be conducted virtually on 31 July 2025.
20. On 17 July 2025, the Player contacted the Secretariat via the Legal Portal advising that the hearing be rescheduled to the following week due to the Player's representative law firm being closed on the dates previously set to hear the matter. On 21 July 2025, the Secretariat rescheduled the hearing on the merits to 7 August 2025 to be heard virtually, which was subsequently held as scheduled
21. At the hearing, the Respondent did not raise any objection as to whether his right to be heard had been respected.

II. RESPONDENT'S POSITION

22. The Respondent's position may be summarized briefly as follows:
 - a) The Respondent does not challenge the chain of custody, validity of the testing procedure or subsequent analysis of his Sample no. 1519962
 - b) The Respondent categorically denies any intentional involvement in the ADRV alleged;
 - c) The Respondent's primary arguments revolve around the fact that in the days leading up to his doping control, he fell very ill, and his symptoms were further exacerbated by onset acute altitude sickness while staying in Bolivia on national team duty. As a result of his illness, the FBF medical team provided him with medication to help treat his altitude sickness, the medication he was given ultimately contained the Prohibited Substance which was later present in the Player's doping control Sample.
 - d) The Respondent asserts that he bears No Significant Fault for the ADRV alleged;
 - e) The Respondent requests that this Panel impose a reduced period of Ineligibility roughly equivalent to the length of the Provisional Suspension served thus far (ie. approximately 3 months).

Evidence Presented – Written and Oral Testimony of the Player

23. The following is a summary of the written and oral evidence heard at these proceedings:

24. On 18 March 2025, the Player arrived for international duty with the FBF in Bolivia.
25. On 21 March 2025, the FBF doctor, Dr. Franciso Javier Gomez Menacho (the **Team Doctor**), prescribed medication to the Player to help him cope with the 3,800 metres of altitude in La Paz, Bolivia. Various players were advised to take the medication to minimize their symptoms of altitude sickness.
26. On 22 March 2025, the Player became ill with gastroenteritis, diarrhea, vomiting, loss of appetite, and fatigue.
27. On 23 March 2025, the Player was administered an injection of antibiotics to help him feel better. The Player's condition continued to worsen over the next few days and he was administered a subsequent injection.
28. On 24 March 2025, the Player's condition continued to worsen, and the Team Doctor gave him another injection of serum.
29. The Player emphasized in his evidence that:

"it should be noted that Mr. Cespedes had already been ill for several days when he took the alleged banned substance. Suffering from severe symptoms (vomiting, diarrhea, fatigue, etc.) the athlete's priority was to seek medical treatment, especially when other symptoms appeared due to the altitude."

30. On 25 March 2025, the Player attended the FIFA World Cup 2026™ Preliminary Competition match between the representative teams of Bolivia & Uruguay. However, due to his illness in the preceding days, he did not play in the match and was selected for an in-competition doping control at its conclusion.
31. Following the Player's receipt of the Notice Letter – he conducted an extensive investigation to determine how the Prohibited Substance entered his system. It was at this time that the Player came to learn that the medication which he had taken for altitude sickness could contain a Prohibited Substance.
32. In the Player's written supplemental explanation, he further submits:

"Given his condition, he was unable to participate in the match. He was therefore unable to spend hours conducting research, instead choosing to trust the national team's medical staff and read the label on the medication in question, which did not mention any prohibited substances. It cannot reasonably be argued that he should have conducted such research."

33. As a result of his investigation, the Player points to the altitude medication provided to him by the FBF as the source of the AAF. He placed his trust in the FBF medical team and this legitimate trust in the medical team, he argues, cannot be considered serious misconduct.
34. Finally, the Player submitted that he is a family man with two young children who depend financially on him. His current contract expired at the end of the previous season. His agent provided evidence at the hearing that he was now a free agent with interest from clubs for contracts worth several times more what he was making under his previous contract. Given the

Player's age and stage of his career, a potential lengthy sanction now would prematurely end his career and deprive him of significant financial gains from a new contract with interested football clubs.

Evidence Presented – Documents in Support of the Player's Account

35. In support of his testimonial evidence, the Player submitted the following non-exhaustive list of documents:

- a) FBF Medical kinesiological evaluation: a medical report prepared by the FBF detailing the player's sickness and summarizing the prescribed treatment of ciprofloxacin 200mg, omeprazole 40mg, spasmodioxadol and metoclopramide 10mg for two days.
- b) FBF supplementation report: a supplementation report prepared by the FBF declaring that all supplements provided to the Player while on international duty were purchased with the corresponding guarantees and with certifications validated by Informed Sport and NSF Certified for Sport. The report also declared that that Player was provided creatine monohydrate, whey protein, rehydrating supplement Xtend by Healthy Hydration, calcium, magnesium, omega 3, B complex, vitamin C and nutrazul line. The report further contained images of all the supplements provided by the FBF to the Player.
- c) Whatsapp Screenshot: A Whatsapp conversation between the Player and FBF Dr Javier Gomez, translated as follows:

"FBF Doctor: There is a medication for altitude sickness that contains this compound, but I don't have it.

Boris Cespedes: Oh, so it's Isaac's fault?

FBF Doctor: hahaha, I don't think anyone is to blame. I'm even ordering all the medications I have in stock to see if there's anything that contains this ingredient. "

III. CONSIDERATIONS OF THE FIFA DISCIPLINARY COMMITTEE

A. Jurisdiction

36. Firstly, the Respondent did not question nor challenge the competence of the Committee or the applicability of the FDC or FADR at any time during the present proceedings.

37. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, in view of Articles 23 and 53 of the FDC, in conjunction with Article 1 of the FADR, the Committee is competent to assess any infringement related to doping and to impose sanctions in the event of corresponding infringements against the Respondent.

B. Applicable Law

38. The Committee observed that according to art. 23(1) FDC, doping offences shall be sanctioned in accordance with the provision of the FDC as well as those contained in the FADR. Consequently, the Committee determined that the 2021 edition of the FADR, in addition to the current FDC (ed. 2025), properly apply to and govern the present disciplinary proceedings.

39. The above clarified, the Committee began by recalling the content of the relevant provisions of the FDC and the FADR applicable to the present case and without prejudice to any other applicable rule. In particular, the most relevant provisions of the FADR are as follows:

Art. 23.1 FDC – Doping:

"Doping is sanctioned in accordance with the FIFA Anti-Doping Regulations and this Code."

Art. 6 FADR - Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample

"1. It is the Player's personal duty to ensure that no Prohibited Substance enters his body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation under art. 6.

2. Sufficient proof of an anti-doping rule violation under art. 6 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analyzed; or where the Player's "B" Sample is analyzed and the analysis of the Player's "B" Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample..."

FADR Article 20 – Ineligibility for presence, Use, or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

"1. Subject to art. 20 par. 4 of these Regulations, the period of Ineligibility shall be four years where:

a) the anti-doping rule violation does not involve a Specified Substance, unless the Player or other Person can establish that the anti-doping rule violation was not intentional;

(...)

2. If art. 20 par. 1 does not apply, the period of Ineligibility shall be two years, subject to art. 20 par. 4 of these Regulation" (emphasis added)

3. As used in art 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method), the term "intentional" is meant to identify those Players or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk." [emphasis added].

Section I. Definitions and Interpretation FADR – Strict Liability

"Strict Liability: the rule which provides that under art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample) and art. 7 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method), it is not necessary that intent, Fault, negligence, or knowing Use on the Player's part be demonstrated by the Anti-Doping Organisation in order to establish an anti-doping rule violation."

FADR Article 23 – Reduction of the period of Ineligibility base on No Significant Fault or Negligence

"2. Application of No Significant Fault or Negligence beyond the application of art. 23 par. 1 If a Player or other Person establishes in an individual case where art. 23 par. 1 is not applicable that he bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in art. 24, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one half of the period of Ineligibility otherwise applicable..."

Section I. Definitions and Interpretation FADR – Definition of No Significant Fault

"No Significant Fault or Negligence: the Player or other Person's establishing that any Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or negligence, was not significant in relationship to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Player, for any violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), the Player must also establish how the Prohibited Substance entered the Player's system.

40. In consideration of Article 23 of the FADR, the Committee recognized that pursuant to Article 68 FADR, FIFA has the burden of establishing an ADRV as having occurred to a comfortable satisfaction of the Committee. In circumstances where the FADR places the burden of proof upon the Respondent to rebut a presumption or establish a specified fact, the standard of proof shall be by a balance of probability.

C. Merits of the dispute

41. The Committee has considered all the facts, allegations, legal arguments and evidence submitted by the Respondent in these proceedings. In its considerations below, the FIFA Disciplinary explicitly refers only to the submissions and evidence which it considers necessary to justify its reasoning.

I. An Anti-Doping Rule Violation has been Committed

42. The principle of strict liability places the onus and responsibility on the Player to ensure that no Prohibited Substances enter their body. As is outlined in the FADR, strict liability is *"the rule which provides that under... art. 7... it is not necessary that intent, Fault, negligence, or knowing Use on the Player's part be demonstrated by [FIFA] in order to establish an anti-doping rule violation."*¹ It is therefore explicitly declared in the definition of Strict Liability of the FADR that strict liability applies to violations involving the Presence of a Prohibited Method.
43. Considering the above, the Committee underlined that in this case, the following evidence is sufficient to be satisfied to a comfortable satisfaction that an ADRV has been committed by the Respondent:
 - a) The A Sample ADAMS Test Report identifying an AAF for acetazolamide in Sample no. 1519962, and B Sample ADAMS Test Report confirming the results of the A Sample analysis

¹ FADR Section I. Definitions and Interpretation, Strict Liability.

(both of which are uncontested by the Player);

- b) The Doping Control Form dated 25 March 2025 identifying Mr. Boris Cespedes as providing Sample no 1519962 pursuant to an in-Competition doping control (also uncontested by the Player);
- c) The Player's own admission both in his written and oral evidence that he (unknowingly) ingested the Prohibited Substance.

44. For the above reasons, the Committee finds that the Respondent has committed an ADRV, breaching Article 6 FADR.

II. Liability of the Player

(1) The conditions to establish the standard period of Ineligibility

45. Having established that the Respondent had infringed art. 6 FADR, the Committee went on to determine the extent of the Player's liability and whether or not a disciplinary sanction should be imposed.
46. In this respect, the Committee recalled that the Respondent was found in violation of art. 6 FADR due to the Presence of Specified Prohibited Substance. The Committee observed that according to art. 20(1) FADR, the period of Ineligibility for a violation of art. 6 FADR shall be of four (4) years if the ADRV involves a Specified Substance – as *in casu* – and FIFA can establish that the anti-doping rule violation was intentional. In particular, the Committee noted that if FIFA does not establish that the violation was intentional, then the period Ineligibility would be two (2) years in accordance with art. 20(2) FADR.
47. The process by which the Respondent must establish a potential reduction in the period of Ineligibility is as follows:
 - a) First, if FIFA does not demonstrate that the violation was intentional, the standard period of ineligibility is two (2) years.
 - b) Second, once the standard period of Ineligibility has been determined, the Player may receive a further reduction from the determined standard period of Ineligibility if they can establish either No Fault or No Significant Fault.
 - To demonstrate No Fault, the player must prove two threshold requirements: (i) the source of Prohibited Substance or Method, and (ii) that the player acted with *utmost caution*.
 - Alternatively, to demonstrate No Significant Fault, the player must prove two threshold requirements: (i) the source of the Prohibited Substance or Method, and (ii) that the player acted with No Significant Fault.

48. It follows that, since the Prohibited Method in question involves a Specified Substance, in conjunction with Article 20(1) FADR, the onus falls on FIFA to demonstrate to the Committee that the anti-doping rule violation committed by the Player was intentional.

(2) Did the Player intend to engage in doping?

49. As discussed above, unless FIFA proves intention, the basic period of ineligibility in the case of Specified substances is two (2) years. Specified Substances are generally considered more likely to have been consumed by an athlete for a purpose other than the enhancement of sport performance. In these cases, the FADR and World Anti-Doping Code presume that the presence of a specified substance was unintentional.² The onus to rebut this presumption, to a comfortable satisfaction of the Committee, lies with FIFA. If FIFA successfully demonstrates that the specified substance was used intentionally, the basic period of Ineligibility is raised from two (2) to four (4) years.
50. The Committee began by considering the evidence available to it that might point to the intentional use of acetazolamide by the Player. The onus to prove that the presence of the Specified Substance in question was intentional lied with FIFA. FIFA did not present any evidence suggesting intentional presence, and no evidence was available to the Committee to suggest that the presence was intentional. While the evidence presented by the Respondent indicated that he did not deny the presence, he similarly raised a defence that the consumption of the Prohibited Substance was entirely accidental.
51. Therefore, the Disciplinary Committee accepted that the ADRV was not intentional within the meaning of Article 20(3) FADR. As such, the standard period of Ineligibility of two (2) years applies and serves as the starting point to determine the appropriate period of Ineligibility in this matter.

(3) Reductions for No Significant Fault or Negligence

52. The Committee reiterates that the first threshold requirement to demonstrate either No Fault or No Significant Fault (NSF) is to demonstrate the source of the Prohibited Method.
53. The rationale to demonstrate source first is well established by the *lex sportive*:

"Obviously this precondition is important and necessary otherwise an athlete's degree of diligence or absence of fault would be examined in relation to circumstances that are speculative and that could be partly or entirely made up. To allow any such speculation as to the circumstances in which an athlete ingested a prohibited substance would undermine the strict liability rules underlying the Swiss Olympics Statute and the World Anti-Doping Code, thereby defeating their purpose."³

54. In *Gibbs*, the athlete argued that the requirement to establish source was unduly disproportionate, however the CAS Panel found that a mere denial of the ADRV is not sufficient to establish source of the prohibited substance:

² Flavia Oliveria v. USADA, CAS 2010/A/2107, at para 25

³ WADA v Stanic & Swiss Olympic Association, CAS 2006/A/1130, at para 39.

“...To permit an athlete to establish how a substance came to be present in his body by little more than a denial that he took it would undermine the objectives of the Code and [the UK Anti-Doping] Rules. Spiking and contamination – two prevalent explanations volunteered by athletes for such presence – do and can occur; but it is too easy to assert either; more must sensibly be required by way of proof, given the nature of the athlete’s basic personal duty to ensure that no prohibited substance enter his body.”⁴

55. To demonstrate the source of the Prohibited Substance in the Player’s Sample is a critical threshold requirement for the Respondent to meet. A mere denial of wrongdoing and advancement of a theoretical explanation without concrete evidence is wholly insufficient to meet this requirement. There is a stringent requirement on the Player to offer persuasive evidence that the explanation he is offering for the AAF is more likely than not to be correct.
56. To meet this standard, the Player must produce concrete evidence to demonstrate not only the route of the administration, but also the factual circumstances in which the administration occurred (i.e. when and how the substance got into his system). For example, in *Karatantcheva* the CAS panel determined that where the Prohibited Substance found in the athlete’s Sample was a component of a supplement he consumed, they must “*adduce very specific evidence regarding what type of supplement was taken, in what doses and intervals and during what periods.*”⁵
57. In this case, the Committee finds that the Player has failed to meet his burden to demonstrate on a balance of probabilities the factual circumstances that the source of the Prohibited Substance was the ingestion of altitude medication provided to him by the FBF medical team. The Committee was satisfied with this conclusion based on the below considerations.
58. The Player’s assertion that he was provided medication by the FBF team containing the Prohibited Substance is wholly unsubstantiated. The Player did not even provide the name of the medication, nor the dosage of the medication that he consumed.
59. Similarly, in the medical and supplementation reports provided by the FBF, the FBF did not point to any mention of a medication, substance or treatment which contained the Prohibited Substance. In the text messages provided by the Player, the FBF doctor appears to deny any wrongdoing, advising that he did not have the medication which contains the Prohibited Substance, and also advising that no one was to blame (from the FBF) for the AAF.
60. The above findings are also considered in the context of absent evidence that the Player could have brought to support his theory. For example, the Player did not bring forward any of the FBF medical staff as witness or have them provide any written or oral evidence which suggested that they indeed provided him with altitude medication that contained acetazolamide.
61. Throughout his written submissions the Player made the assertion multiple times that he received the altitude medication after falling ill. At the hearing on the merits, the Player submitted oral evidence that it was not until he was very ill in bed that the Team Doctor came and gave medication to combat altitude sickness. However, in his written submissions, the Player submitted that he and

⁴ IWBF v UKAD & Gibbs, CAS 2010/A/2230, at para 11.12.

⁵ Karatantcheva v ITF, CAS 2006/A/1032, at para 38

other players were prescribed medication to cope with altitude on 21 March 2025, a day before falling ill on 22 March 2025, according to his own evidence. Notably, this altitude medication which is alleged to have been provided on 21 March 2025 is not reported in any of the Player's supporting documents at this hearing.

62. As such, the Player has simply not provided sufficient cogent, material or hard evidence to establish the source of the acetazolamide in his Sample. The analysis of whether No Fault or No Significant Fault apply is applicable must be relinquished at this stage and determining whether the Respondent meets the second threshold requirements of either NF or NSF is not necessary.
63. Similarly, it is well established that the financial impact that the sanction will have on the Player personally (for example financially or personally) is not relevant in determining the Player's Fault. For example, the definition of Fault in the FADR includes the following excerpt:

"the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in his career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under art. 23 par. 1 or 2 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence)."

64. As a result, the Player's plea to reduce the applicable sanction in this case due to his ongoing negotiations to sign a new contract, the economic harm of not doing so, or that a lengthy suspension at his age could prematurely end his career have not been considered by the Committee as relevant factors in determining whether the Player has demonstrated No Fault or No Significant Fault.
65. Since the Respondent has failed to demonstrate No Fault or No Significant Fault, no reduction to the otherwise applicable period of Ineligibility shall be applied in this case.

III. Commencement of Period of Ineligibility

66. Article 29 FADR states that:

"Delays not attributable to the Player or other Person

Where there have been substantial delays in the hearing process or other aspects of Doping Control and the Player or other Person can establish that such delays are not attributable to the Player or other Person, the FIFA Disciplinary Committee may decide that the period of Ineligibility shall start at an earlier date, commencing as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. All competitive results achieved during the period of Ineligibility, including retroactive Ineligibility, shall be Disqualified."

...Otherwise, except as provided below, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or, if the hearing is waived or there is no hearing, on the date the Ineligibility is accepted or otherwise imposed."

67. Article 29(b) FADR states that:

"Credit for Provisional Suspension or period of Ineligibility served

...

If a Player or other Person voluntarily accepts a Provisional Suspension in writing from FIFA and thereafter respects the Provisional Suspension, the Player or other Person shall receive a credit for such period of voluntary Provisional Suspension against any period of Ineligibility which may ultimately be imposed. A copy of the Player or other Person's voluntary acceptance of a Provisional Suspension shall be provided promptly to each party entitled to receive notice of an asserted anti-doping rule violation as provided in these Regulations (art. 70: Information concerning asserted anti-doping rule violations)."

68. The Committee in this case recognizes that the Player entered into a voluntary Provisional Suspension, which was subsequently respected, as of 14 May 2025. The Player is entitled to receive credit for such period of Ineligibility. As such, the beginning of the period of Ineligibility will be backdated to begin at the commencement of the date that the Player entered into his voluntary Provisional Suspension.

Conclusion

69. The Committee concludes, on the basis of the foregoing, that the Respondent is found responsible for having infringed Article 23.1 FDC and Article 6 FADR, and that he is accordingly sanctioned with a period of Ineligibility of two years as of the date of notification of this decision, with credit for the voluntary Provisional Suspension served thus far.
70. The Committee underlined in this respect that the sanction covers the participation, in any capacity, in a competition or activity authorised or organised by FIFA or any association, a club or other member organisation of an association, or in competitions authorised or organised by any league or any international or domestic-level competition organisation or any elite or otherwise domestic level sporting activity funded by a governmental agency, in any discipline (football, futsal, breach soccer, or other).
71. Finally, and in connection with the above, the Committee also wished to draw the Player's attention to art. 30 (2) FADR, according to which the latter would be entitled to return to train with a team or use the facilities of a club or other member organisation of a FIFA Member Association in the last two months of the period of Ineligibility imposed on him.

IV. DECISION

- 1. The player, Mr Boris Cespedes, is found responsible for having infringed Article 23.1 of the FIFA Disciplinary Code (ed. 2023) and Article 6 of the FIFA Anti-Doping Regulations (ed. 2021).**
- 2. Mr Cespedes is suspended from any football-related activity for a period of two (2) years effective on the issuance of this decision, with a deduction for the Provisional Suspension served thus far.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Jorge Ivan PALACIO (COLOMBIA)
Deputy Chairperson of the FIFA Disciplinary Committee

LEGAL ACTION:

According to art. 50 (1) of the FIFA Statutes reads together with art. 52 FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.