

2027 CODE & IS UPDATE PROCESS

Final Draft: Summary of Major Changes

International Standard for Code Compliance by Signatories

Executive Summary

Following the review and consideration of stakeholder comments provided during the [Third Consultation Phase](#) and through further consultations with the anti-doping community, the International Standard for Code Compliance by Signatories (**ISCCS**) Drafting Team has proposed further key changes in a final draft of the 2027 ISCCS as part of the ongoing [2027 Code & IS Update Process](#).

The purpose of this document is to summarize the major changes proposed in the final draft of the 2027 ISCCS, which predominantly build on those proposed in the [first draft of the 2027 ISCCS](#) as summarized in the corresponding [first draft Summary of Major Changes](#).

The following section offers a concise article-by-article summary of the major changes in this final draft of the 2027 ISCCS.

Article 3: Interpretation

Changes from the First Draft

Defined terms have been moved to Appendix I to harmonize the document's format and structure with the Code and other International Standards. Additional clarification has also been provided to clearly distinguish between mandatory requirements and recommendations in the document.

Article 8: Giving Signatories the Opportunity to Correct Non-Conformities

Changes from the First Draft

Article 8.4.3.1

This provision now specifies that where a case is referred to WADA's Executive Committee (**Exco**) for decision as a result of the process described in Articles 8.4.1 to 8.4.3, if the Exco disagrees with the Compliance Review Committee (**CRC**) and refers the matter back to the CRC, the Exco shall indicate the specific issues as well as any documents or information it wishes the CRC to consider.

Article 8.7: Transparency

NEW ADDITION

The addition of this provision aims to enhance transparency within WADA's compliance monitoring program, permitting (i.e., not requiring) WADA to publicly report on its website and/or communicate directly to its stakeholders with respect to pending Signatory compliance proceedings, including details of any Corrective Action Report (**CAR**) issued to a Signatory, subsequent steps taken in respect of the non-conformities identified in that CAR, progress (or otherwise) made to implement the Corrective Action Plan and, if applicable, any further enforcement action taken by WADA further to ISCCS Article 9.

Article 9: Confirming Non-Compliance and Imposing Signatory Consequences

Changes from the First Draft

Article 9.2.2

This provision now specifies that where a case is referred to WADA's Exco for decision as a result of the process described in Article 9.1.1 and 9.2.1, if the Exco disagrees with the CRC and refers the matter back to the CRC, the Exco shall indicate the specific issues as well as any documents or information it wishes the CRC to consider.

Article 9.2.5

This provision now contains additional text indicating that WADA may publicly report on its website the steps taken by WADA and a Signatory after a formal notice has been issued to that Signatory, including (without limitation) when a Signatory corrects all the non-compliances identified in the formal notice and the termination of any Court of Arbitration for Sport (**CAS**) proceedings commenced against the Signatory.

Article 9.3.1.1

NEW ADDITION

Following stakeholder feedback, it has now been clarified, both in this provision of the ISCCS and in Code Article 24.1.3, that the CHF 5,000 security deposit, which has been added as a condition to dispute a formal notice before the CAS, will be returned to the Signatory, in full or in part, in the following scenarios:

- (i) if the Signatory withdraws the dispute prior to WADA incurring any costs, in which case WADA will return the CHF 5,000 to the Signatory in full;
- (ii) if WADA incurs less than CHF 5,000 in drawing up the complaint referring the dispute to the CAS, in which case WADA will return any part of the CHF 5,000 that exceeds the amount of costs actually incurred by WADA; and
- (iii) if the dispute goes to CAS, WADA will return any part of the CHF 5,000 that the CAS does not order the Signatory to pay towards WADA's costs in the final award.

Furthermore, a comment to this provision has been added which clarifies that WADA may in its absolute discretion waive some or all of the CHF 5,000 upfront payment where the Signatory demonstrates (1) that it has a good faith basis for disputing the allegation of non-compliance; and (2) that without such waiver, it would not be able to contest that allegation at CAS. Any such request, and WADA's consideration thereof, will not suspend or delay the twenty-one-day deadline for receipt by WADA of the Signatory's written confirmation of the dispute.

If WADA has not responded to the request for waiver by that deadline, the Signatory does not have to make the CHF 5,000 payment by that deadline, but it must file the written confirmation of dispute by that deadline, or else Article 9.3.1.2 will apply, meaning that the Signatory will be deemed to have admitted the allegation of non-compliance and to have accepted the Signatory Consequences and any Reinstatement conditions proposed by WADA in the Article 9.2 formal notice. Furthermore, the aforementioned formal notice will automatically become a final decision that is enforceable (subject to Article 9.3.1.3) with immediate effect in accordance with Code Article 24.1.9.

If WADA subsequently decides not to waive the entire CHF 5,000, the Signatory must pay the outstanding amount so that it is received by WADA no more than seven days after the Signatory is notified of WADA's decision on the request for waiver, or else Article 9.3.1.2 will apply.

This important provision has been drafted to ensure that disputes to CAS are made in good faith and do not simply act to delay the coming into force of any Signatory Consequences linked to non-compliance, a recent trend which has been observed by WADA and the CRC.

Article 9.3.2

The procedure to place a Signatory on the Watchlist, after a formal notice has been issued to a Signatory and before the expiration of the 21-day deadline to dispute the formal notice, has been revised further to clarify that if a Signatory provides a Corrective Action Plan for the CRC and the WADA ExCo consideration, the deadline to respond to the formal notice will be suspended pending the CRC and the ExCo assessment, which was not the case in the first draft of the 2027 ISCCS.

It also provides that (i) if the CRC, or subsequently the ExCo, are not satisfied with the Corrective Action Plan, the Signatory will be given a further seven days to respond to the formal notice, and (ii) if a Signatory is placed on the Watchlist following the procedure described in ISCCS Article 9.3.2 but fails to correct the relevant non-conformities within the specified timeframe, that Signatory will consequently not receive another formal notice and will instead be given seven days to respond to the "original" formal notice.

Article 9.3.2.1

The new wording inserted in this provision aims to ensure that (i) a Signatory can only invoke ISCCS Article 9.3.2 if it had not previously invoked the Watchlist Procedure under ISCCS Article 8.4.5, and (ii) unless WADA specifically agrees otherwise, the deadline to respond to a Article 9.2 formal notice can only be suspended once when applying for the Watchlist under article 9.3.2. This means that a Signatory may not submit multiple Corrective Action Plans in succession to delay a formal notice becoming a final decision enforceable with immediate effect.

Article 9.4.1: Determination by CAS

The provision **no longer** includes the following text which was proposed in the first draft of the 2027 ISCCS:

"Each of WADA and the Signatory shall pay its share of the advance arbitration costs to CAS by the deadline specified by the CAS Court Office. If WADA fails to do so, the proceedings shall be deemed withdrawn with prejudice, and CAS shall issue a termination order to that effect; while if the Signatory fails to do so, it shall be deemed to have admitted the non-compliance alleged in WADA's notice and to have accepted the Signatory Consequences and the Reinstatement conditions proposed in WADA's notice."

Article 10: Determining Signatory Consequences

Changes from the First Draft

Article 10.2.6

This provision, which sets the principle of proportionality in the context of Signatory Consequences, further specifies that the Signatory Consequence relating to the exclusion of Athletes and/or Athlete Support Personnel from participation in one or more Events, *“should only be considered where there is a risk to the integrity of the Events and fairness to the competitors (which could undermine public confidence in the integrity of the Events) absent such exclusion. In that context, consideration shall first be given to whether it is feasible (logistically, practically, and otherwise) for other relevant Signatories to create and implement a mechanism that enables the Athletes and/or Athlete Support Personnel in question to demonstrate that they are not affected by the Signatory’s non-compliance.”*

This is in addition to the current proportionality framework which already strongly favors neutral participation over the strict exclusion of Athlete and/or Athlete Support Personnel.

Article 11: Reinstatement Conditions

Changes from the First Draft

Article 11.2.1.4 b)

NEW ADDITION

As part of the conditions of reinstatement, it is now specified that a Signatory must pay in full *“the costs and expenses incurred by WADA in bringing proceedings before CAS pursuant to Article 9.4 in respect of a Signatory’s non-compliance, including not only the legal fees and other expenses incurred by WADA in connection with those proceedings but also the costs of the proceedings referenced in CAS Code R64.4 (subject always to any contrary award made by CAS)”*.

This should be read alongside the removal of the section in ISCCS Article 9.4.1 mentioned above.

Annex A: Categories of Non-Compliance

Changes from the First Draft

Annex A.3 k)

NEW ADDITION

The following requirement stemming from the International Standard for Testing has been added to the list of critical requirements:

“The requirement for Anti-Doping Organizations with Testing Authority to pay the laboratories they use for sample analysis and/or related services in a timely manner in accordance with Article 4.8.1 of the International Standard for Testing.”

Annex B: Signatory Consequences

Changes from the First Draft

Annex B.3.2 b) iv) and v)

The Signatory Consequences which are prima facie applicable for non-compliance with critical requirements where the Signatory is a National Anti-Doping Organization (**NADO**) or a National Olympic Committee acting as a NADO regarding the prohibition to display the national flag or play the national anthem, have been moved from Annex B.3.1 to Annex B.3.2. This means that instead of prima facie being applicable immediately upon being declared non-compliant as is the case in the ISCCS currently in force, these Signatory Consequences would come into effect after twelve months of continued non-compliance. However, if the CRC determines that there are aggravating circumstances, this Signatory Consequence can apply immediately.